

ADVERTISEMENT FOR BIDS
ADVOCAP INC 70 E. Merrill Avenue
REDEVELOPMENT AUTHORITY OF THE CITY OF FOND DU LAC,
WISCONSIN File No. 2019-87

NOTICE IS HEREBY GIVEN that Sealed proposals will be received by the Purchasing Manager in the City Administrative Office, 4th Floor, at the City/County Government Building, 160 S Macy St., Fond du Lac, WI, until 2:30 PM, local time, on Thursday, October 24th, 2019 at which time bids will be publicly opened and read aloud in the City Manager's Conference Room, 4th Floor of the City/County Government Center.

The Redevelopment Authority of the City of Fond du Lac (RDA) and the Community Development Block Grant Program, is providing funding for the renovation of the building at 70 E. Merrill Avenue. The project includes but is not limited to the following:

Building Renovation and Rehabilitation

- Exterior transite slate siding removal
- Exterior transite, soffitt and fascia removal
- Installation of insulation board and new vinyl siding
- Installation of aluminum soffit and fascia
- Window replacements

Proposal documents may be obtained by contacting the Rehabilitation Specialist at 160 S. Macy St, Fond du Lac, WI 54935, or phoning (920)322-3446, or by email to pmildebrandt@fdl.wi.gov or from the website at <http://www.fdl.wi.gov>

All proposers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

All bids shall be prepared on the proposal forms provided in the specifications and shall remain attached thereto, and shall be addressed to Redevelopment Authority of the City of Fond du Lac, P.O. Box 150, Fond du Lac, Wisconsin. Each bid envelope shall be properly identified on the face thereof "SEALED BID – ADVOCAP INC – 70 E. Merrill Avenue". No bid shall be withdrawn for a period of (30) thirty days after the opening of said bids, without the consent of the Community Development Director. The City may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and to select the bid that, in its opinion, will best serve the interests of the City.

Bidder's attention is called to the fact that this contract includes a "Disclosure of Ownership" form. Section 66.0903 (12) (d) of Wisconsin Statutes requires that each bidder complete this form. No bid will be considered unless the prospective bidder has completed the form entitled "Disclosure of Ownership".

There will be available walkthrough dates of the project on the following dates and times.

Tuesday, October 8th	at 10:00-11:00 AM
Wednesday, October 9th	at 10:00-11:00 AM
Tuesday, October 15th	at 10:00-11:00 AM
Wednesday, October 16th	at 10:00-11:00 AM

The successful bidder will be required to conform to the wage requirements prescribed by the federal Davis- Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and sub- contractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. W/MBE and Section 3 bids are encouraged.

Published by authority of the City of Fond du Lac on October 3 and October 10, 2019.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

This project is subject to Federal Davis Bacon Wage Rates

- 1) **The wage rates are subject to change. The most recent wage rate is included for reference. It is up to the contractor to make sure that the wage rate provided is the most current wage rate. Staff will check the wage rate on the bid opening date to see if there was a change and that wage rate will be used for the duration of the project. The bid opening date locks in the wage rate provided the contract is signed within 90 days, and construction starts 90 days from the date the contract is signed.**

General Decision Number: WI20190036 07/26/2019

Superseded General Decision Number: WI20180036

State: Wisconsin

Counties: Statewide

Construction Type: Residential

Modification Number: 2 Publication Date: 07/26/19

beta.SAM.gov - SAM beta GOV Web Site

Click on Selecting Wage Determinations (WDOL)

Search Wage Determination

Input the wage decision number – WI20190036 - Click on Search

- 2) **If there is a missing classification from the Federal Wage Rate, the procedure is as follows:**

After the contract is awarded, the City of Fond du Lac will request any missing classifications from the Department of Labor Relations (DOL) which can take approximately 6-8 weeks to obtain. It is suggested to use either the State wage rate or an adjoining County Federal wage rate for any missing classifications until the DOL approves the missing classification.

- 3) **The Federal wage rates and the Wisconsin Department of Work Force Development wage rates are included in this project Bid Packet. The contractor will be required to pay employees the highest rate published for the classification in either the State or Federal classification.**

**If you should have any questions concerning the
Federal Davis Bacon Wage Rates
please contact:**

Merry Arndt - Labor Standards Officer – marndt@fdl.wi.gov – 920-322-3440

"General Decision Number: WI20190036 07/26/2019

Superseded General Decision Number: WI20180036

State: Wisconsin

Construction Type: Residential

Counties: Douglas, Fond Du Lac and Marathon Counties in Wisconsin.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	05/17/2019
2	07/26/2019

CARP0252-006 06/01/2008

FOND DU LAC & MARATHON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 19.96	10.26

CARP0361-011 05/01/2018

DOUGLAS COUNTY

	Rates	Fringes
CARPENTER.....	\$ 31.10	19.03

ELEC0242-004 05/16/2018

DOUGLAS COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 36.85	26.17

ELEC0388-006 06/03/2018

MARATHON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 20.84	12.41

ELEC0494-009 06/01/2018

FOND DU LAC COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 26.50	11.86

* ENGI0139-006 06/03/2019

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator 130,000		
lbs. and over.....	\$ 40.27	22.45
Backhoe/Excavator under		
130,000 lbs.....	\$ 38.97	22.45
Bulldozer over 40 h.p.;		
Roller over 5 tons.....	\$ 38.44	22.45
Bulldozer under 40 h.p.;		
Roller 5 tons and under;		
Rubber Tire Roller.....	\$ 36.37	22.45

LAB00330-002 06/01/2018

FOND DU LAC & MARATHON COUNTIES

	Rates	Fringes
LABORER		
Common or General; Mason		
Tender - Brick.....	\$ 15.97	14.05

LAB01091-009 06/01/2018

DOUGLAS COUNTY

	Rates	Fringes
LABORER		
Common or General; Mason		
Tender - Brick.....	\$ 15.97	14.05

PLUM0011-005 05/07/2018

DOUGLAS COUNTY

	Rates	Fringes
PLUMBER.....	\$ 40.63	20.72

PLUM0400-007 05/30/2016

FOND DU LAC COUNTY

	Rates	Fringes
PLUMBER.....	\$ 32.15	17.57

PLUM0434-008 06/03/2018

MARATHON COUNTY

	Rates	Fringes
PLUMBER.....	\$ 33.09	18.57

ROOF0096-001 04/16/2019

MARATHON COUNTY

	Rates	Fringes
ROOFER.....	\$ 40.95	13.73

* ROOF0096-005 05/01/2019

FOND DU LAC COUNTY

	Rates	Fringes
ROOFER.....	\$ 26.51	13.46

ROOF0096-016 07/01/2018

DOUGLAS COUNTY

	Rates	Fringes
ROOFER.....	\$ 33.50	17.22

SHEE0010-032 05/01/2008

DOUGLAS COUNTY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 23.12	10.56

SHEE0018-013 06/01/2018

MARATHON COUNTY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 19.64	18.17

SHEE0018-031 06/01/2018

FOND DU LAC COUNTY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 19.64	18.17

SUWI2012-020 04/04/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.37	7.29

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 24.95 9.05

OPERATOR: Loader.....\$ 25.70 9.58

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

***NOTE: PLEASE READ THESE SPECIFICATIONS CAREFULLY. YOU WILL BE EXPECTED TO DO ALL THE WORK FOR EACH ITEM YOU BID AND THE CITY WILL ASSUME THAT YOUR BID INCLUDES ALL THE WORK LISTED. ANY CHANGE TO THESE SPECIFICATIONS WHETHER ADDITION OR DELETION MUST BE APPROVED IN WRITING BY THE REHABILITATION SPECIALIST.**

**Please return completed "Contractor's Proposal (Itemized Costs)" form to:
Administrative Offices, Attn: Pat Mildebrandt 160 S. Macy Street, P.O. Box 150, Fond du Lac, WI 54936-0150
On or before the specified due date.**

If for any reason you cannot or do not wish to bid this project, please be respectful and notify us at your earliest convenience, in doing so will allow the maximum time available for another contractor to bid the project.

Bids Due: 2:30pm October 24th, 2019

ITEMIZED WORK SPECIFICATIONS

APPLICANT: ADVOCAP INC –See #8 for Dates and Times to Measure

**ADDRESS: 70 E. Merrill Avenue
Fond du Lac, WI 54935**

DATE: October 3, 2019

Davis-Bacon Requirements

The successful bidder will be required to conform to the wage requirements prescribed by the **federal Davis- Bacon and Related Acts** which requires that all laborers and mechanics employed by contractors and sub- contractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. W/MBE and Section 3 bids are encouraged.

GENERAL INSTRUCTIONS TO CONTRACTORS

1. Bid each work item as described, separately. If the contractor is to sublet any work item or portion of he is including in his contract, he is to state what company and what work item is to be done.
CONTRACTOR: PLEASE SUBMIT BIDS ON THE PROPOSAL FORM PROVIDED WITH THE SPECIFICATIONS.
2. Your attention is directed to the attached form "General Conditions". Please read and understand it in its entirety. All contractors should pay particular attention to Item #5, Insurance; Item #6, Commencing and Completing Work; Item #8, Special Conditions, Substitutions and Additional Items; Item #11, Payments; and Item #15, General Guaranty.
3. All bidders should visit the worksite and complete a walk-through, thoroughly examining the building as it relates to the work items and their specifications. No exploratory destruction or demolition is allowed. For questions regarding the project, please call 920-322-3446.
4. Contractor(s) shall provide all labor, materials, tools and equipment necessary to complete the work as specified under their respective work items. Each individual contractor is responsible for maintaining a clean and safe worksite including the daily removal and disposal of the debris created in the performance of his or her own work and the general contractor shall be responsible for a complete and thorough Final Cleaning of the worksite upon completion of the project.
5. Contractor(s) shall complete and return the included form "Project Warranty Information" prior to completion of the project and receipt of final payment.
6. When a specialized credential or license is required in the performance of a work item, the Company and its employee(s) contracted or subcontracted to perform the work shall be liable for possessing and maintaining correct and current credential(s) / license(s) and provide proof of said credential(s) /

license(s) upon request. The contractor shall also be liable for compliance with all codes, regulations and inspections as they pertain to the work items conducted, as well as the acquisition, purchase and posting of all required permits.

7. **Lead Safe work Practices to be used on noted areas on Itemized Cost Sheet Please note there will be a lead wipe clearance done at the end of the project. Please contact Pat Mildebrandt at 920-322-3446 to set this up.**
8. Building will be open on the following dates and times, and individual units will be accessible for measuring windows from the inside. A representative from ADVOCAP will be on site to help you with gaining access. If you do not need to enter the building you can visit the work site at your leisure. See dates and times below. Any other questions, concerns, recommendations call Pat Mildebrandt @ 920-322-3446

Tuesday, October 8th at 10:00-11:00 AM

Wednesday, October 9th at 10:00-11:00 AM

Tuesday, October 15th at 10:00-11:00 AM

Wednesday, October 16th at 10:00-11:00 AM

ITEM #1- WINDOW REPLACEMENTS & ALUMINUM WRAPS

Install new aluminum metal on all exterior window trim. Metal to be a minimum of .019 thickness and to be blind nailed where possible. Caulk where trim abuts to any surface including itself.

All window work to be done must conform to all local or state codes along with installation according to manufactures specifications.

Replace windows with a like unit as noted below. Remove and discard storms windows if necessary. All windows are to be white, energy star rated, double paned, with low E and argon vinyl replacements. Windows to have fully welded construction with half screens. Replace interior or exterior stops as needed. **Wrap any and all exterior wood trim with white aluminum.**

- **Please note that most of these windows have the old weights and pulleys. There should be an access panel to be able to remove those mechanisms. Then proceed to fill those cavities with batt type insulation or non- expanding foam insulation before new window is installed.**

1st, 2nd, and 3rd Floors:

1. All windows are to be replaced **except the 3 lower units on South side and 3 units on South East corner. Please see photo, units not to be replaced will be marked Keep.**

Basement Windows:

1. Remove existing metal grate material on exterior of windows and discard.
2. Replace all Basement windows.

ITEM #2- Transite Siding, Soffit & Fascia Removal

ASBESTOS LICENSED CONTRACTOR REQUIRED

- A. SCOPE: Work involves removal of transite siding, soffit & fascia on all areas of building where it is installed currently.
1. Contractor must be State-certified for asbestos removal and carry the proper insurance for this type of asbestos work.
 2. Contractor must protect occupants from exposure during removal, and clean work site using established industry procedures.
 3. All materials must be disposed of in a DNR approved toxic waste landfill designed to receive these materials.
 4. Asbestos Removal Contractor is responsible for all licenses and notifications for an approved asbestos removal job.
- B. All debris and scrap building material to be removed from premises upon completion of work. Disposal of debris to be in DNR approved waste facility. Worksite to be kept in a safe and workmanlike manner at all times.

ITEM #3- SIDING INSTALL-WHERE TRANSITE SLATE WAS REMOVED ONLY

Install ¼" fan-fold insulation and tape all seams including where it meets windows. Install new vinyl siding which is to be a minimum of .044 in thickness. Include all accessories i.e. starter strip, J-channel etc. Nailing of siding is to be with aluminum nails long enough to penetrate a structural member at least 1". End joint are to be lapped away from sight and/or away from prevailing winds. End joints to be staggered a minimum of 2 stud spaces. All openings through siding, and where siding abuts other materials, shall be sealed with non-hardening color matched caulk. All J-channel abutting trim cladding shall also be caulked. Provide (1) extra square of siding to owner for future use. **Color to be white.**

ITEM #4-TRIM CLADDING-WHERE TRANSITE SLATE WAS REMOVED

1. Install new aluminum soffit and fascia on all areas where there is not already metal. It is to match existing that is already installed. **Color to be white.**

GENERAL CONDITIONS

1. **REHABILITATION LOAN.** The owner shall pay for the work listed in the Itemized Work Specifications at least partially by means of a rehabilitation loan from the United States Government, State of Wisconsin, or City of Fond du Lac, payable through the Redevelopment Division.
2. **ADMINISTRATION EXCLUSION.** No member of the governing body of the locality and no other official, employee, or agent of the City government who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the Housing Assistance Program shall have any interest, direct or indirect, in this contract.
3. **PROVISIONS FOR OWNER.** The owner shall permit the contractor to use at no cost existing utilities, such as light, heat, power and water, necessary to the carrying out and completion of the work. Further, the owner shall cooperate with the contractor to facilitate the performance of the work, including the removal of rugs, coverings, and furniture, as necessary. The premises are to be [occupied]/[vacant] during the course of the construction work.
4. **MEASUREMENTS.** Measurements stated in the attached Specifications or Drawings are only approximate. The Contractor is responsible for making the correct measurements to assure that the specific item in the Specifications or Drawings will be completely provided for. This stipulation is included so that the Bid will not exclude any work which is necessary (e.g. 1500' of siding when 1600' is needed).

The Bid is also to be itemized by each individual Specification so that it can be deleted if the total cost exceeds the money available. **CONTRACTOR: PLEASE SUBMIT BIDS ON BREAKDOWN SHEET SUPPLIED WITH SPECIFICATIONS.**

5. **INSURANCE.** The contractor shall not commence work under this contract until he has obtained all insurance required under this heading. A certificate of insurance shall accompany the signed contract and shall be filed with the Community Development Department as proof of such insurance, which shall also not be cancelable in less than thirty (30) days upon written notice to the insured and the City. All insurance premiums shall be the obligation of and shall be paid by the contractor.

Insurance requirements under this heading and during the term of the contract shall provide protection for the City, the contractor, and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operation under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be:

- a. Workmen's Compensation Insurance to meet Wisconsin Statutory requirements.
- b. Automobile Liability Insurance: limits of liability applicable to automobile insurance shall be not less than \$1,000,000 combined single limit to include all owned, non-owned and hired automobiles.
- c. General Liability and Property Damage Insurance limits shall not be less than :
 - 1) General Aggregate.....\$300,000
 - 2) Products-Completed Operations Aggregate.....\$300,000
 - 3) Each Occurrence.....\$300,000

The City of Fond du Lac will only accept 7-90 ISO Certificate of Insurance forms. The City of Fond du Lac shall be an additional insured as respects to the General Liability for operations and activities and shall be so noted in the proper blank on the insurance certificate.

Laws to be Observed. The successful bidder or contractor shall observe and comply with all state and local laws and ordinances or regulations which in any manner affect the conduct of this work. Such contractor shall indemnify and save harmless the Redevelopment Authority of the City of Fond du Lac (RDA) and all of its officers, agents or employees against any claims for any material or other liability arising from or based upon conduct of the work or violations of any law, ordinance, regulation, or order, whether by the contractor himself or his employees.

No cancellation or change of the above policies will be allowed without written notice of change or cancellation which must be presented to the Director of Redevelopment of the City of Fond du Lac ten (10) days prior to any alterations. If the policy is due to expire during the construction period, new certificates will be presented to the City.

6. **COMMENCING AND COMPLETING WORK.** The contractor shall commence work within thirty (30) days after the Proceed Order is issued and shall proceed with diligence to complete the work within one hundred twenty (120) days. No work shall commence by the contractor until a written Proceed Order is issued to the contractor.
7. **SUBCONTRACTORS AND ASSIGNMENTS.** No subcontractor or assignment of this contract shall be made without the written consent of the owner and the Redevelopment Division.
8. **SPECIAL CONDITIONS, SUBSTITUTIONS, AND ADDITIONAL ITEMS.** Any special conditions found and noted by the contractor during initial examination of the property or during work which may require special work deviating from the Itemized Work Specifications, must receive approval in writing by the Redevelopment Division and the owner before being carried out. No substitutions or alternatives for any part of this contract shall be accepted unless approved in writing by the Redevelopment Division. Methods and types of construction for any such alternatives shall be submitted in drawings and/or specifications, prepared by the contractor as part of this bid packet. The contractor shall notify the Housing Inspector of any obvious violations of applicable codes or omissions which are not listed before the proposal is submitted.
9. **HIDDEN CONDITIONS.** Contractor is to immediately bring any potentially harmful conditions that were initially hidden and not part of the original scope of the contract to the attention of the Housing Rehabilitation Specialist and the Owner. Some of these conditions may include, but are not limited to, conditions of insect and/or rodent infestations such as ants, wasps, bees, mice, rats, cockroaches and/or mold, rotted wood, and/or dry rotted wood or other surfaces. After consultation with the Owner, the Housing Rehabilitation Specialist will determine whether a Change Order to address the condition is warranted.

10. **CODES, PERMITS AND INSPECTIONS.** All materials and work shall comply with applicable codes and regulations of the City of Fond du Lac, including the local and state building codes, housing code, zoning ordinance, state and local plumbing codes, heating codes, National Electrical Code, floodplain ordinance, and property rehabilitation standards, whether or not covered by the Itemized Work Specifications. The contractor shall secure at his own expense all necessary permits prior to the start of work. The contractor shall call the appropriate inspector when ready for any required inspections and shall secure approval by the appropriate inspector, including taking action to comply with any notice or orders issued by the inspector. The contractor shall permit representatives of the Department of Housing and Urban Development, State of Wisconsin and the Redevelopment Division to inspect all work under this contract.
11. **PAYMENTS.** The contractor shall be paid the contract price in one lump sum amount after the work is satisfactorily completed unless payment is to be made in progress payments. Progress payments are limited as follows: (1) contracts from \$0-\$4,999 – 1 payment; (2) contracts from \$5,000-\$9,999 – 2 payments; (3) contracts from \$10,000-\$14,000 – 3 payments; (4) contracts from \$15,000-\$19,999 – 4 payments; and (5) contracts from \$20,000 and more – 5 payments unless approved by the Director of Redevelopment. Progress payment requests shall be accompanied by a bill showing the amount of work completed and a lien waiver in the same amount. 80% of the work completed will be paid under a progress payment with balance due under the final payment; and, as an example, when a contractor is 50% finished with a \$10,000.00 contract and request 50% of his money due, he will be paid \$4,000.00 [e.g. \$10,000.00 (50%) (80%) = \$4,000.00]. Work shall be inspected and approved by the Redevelopment Division before any payments will be made. Progress payments and final payment due the Contractor will be paid within thirty (30) days after the City makes final inspection and receives satisfactory release of liens or claims for liens for subcontractors, laborers, and material suppliers for completed work or installed materials.

If there are weather related delays that inhibit completion of a project, the maximum hold back shall be equal to the value of the item as determined by the City of Fond du Lac plus \$1,000. Project to be fully completed within 30 days of suitable weather as determined by the City of Fond du Lac. All other work items must be fully complete.

Contractor shall protect, defend, and indemnify Owner from any claims for unpaid work, labor or materials. Payment shall not be due until the Contractor has delivered to the Owner complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien, all to the satisfaction of the City. All payments will be made in the form of a check made payable to the Contractor.

12. **LIEN WAIVERS.** The contractor shall protect, defend, and indemnify the owner from any claims for unpaid work, labor, or materials. Payment shall not be due until the contractor has delivered to the owner complete release of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the owner indemnifying him against any lien, all to the satisfaction of the Redevelopment Division.
13. **HOLD HARMLESS.** The contractor shall defend, indemnify, and hold harmless the owner and the City of Fond du Lac, its officers, commissioners and employees from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from the contractor's operations under this contract.
14. **CONDITION OF PREMISES AND EXCESS MATERIALS.** The contractor shall keep the premises clean and orderly during the course of the work and at the completion of the work shall remove all debris except materials that have been removed and replaced as part of the work that the owner wishes to keep. All excess new materials shall belong to the contractor, except that the owner shall have the right to keep small quantities for "touch-up" or other small repairs.
15. **GENERAL GUARANTY.** The contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which appears within the period of one (1) year from the date of final acceptance of all work required by the contractor. Any alterations to contractor supplied materials that would void any manufacturer's warranty must be approved in writing by the Rehabilitation Specialist, contractor, and property owner.

The contractor shall be required to guarantee the work performed for a period of one (1) year from the date of final acceptance of all the work required by the contract. Furthermore, furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

16. **WASTE DISPOSAL.** Contractor shall remove all debris, scrap, and waste materials from the premises upon completion of the project or at any time excess debris, scrap or waste materials accumulate. All debris, scrap, and waste materials shall be transported to and deposited in a transfer station or waste facility approved by the Wisconsin Department of Natural Resources.
17. **LEAD-BASED PAINT.** Lead-based paint shall not be applied to any portion of the project covered by the Contract by the Contractor or by the Owner. The Contractor agrees to abide by all Federal requirements regarding lead-based paint poison prevention and agrees to use no lead-based paint in the Contractor's performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied. All work to be performed involving the disturbance of more than two square feet of lead paint or asbestos containing materials shall be done by licensed contractors.
18. **CHANGE ORDERS.** No modifications of this contract shall be made except by written change order, signed by the Contractor and by the Owner; with the approval of the Rehabilitation Specialist.

19. **EQUAL OPPORTUNITY.** The work to be performed under this contract is subject to the requirements of the "Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity (Executive Order 11246)", contained in the contract documents which sets forth, in part, goals and timetables for the employment of women and minorities in the project area (City of Fond du Lac).
- A. Nondiscrimination. The work to be performed under this contract is subject to the requirements of Section 109 of Title 1, Housing and Community Development Act of 1974, which states that "No persons in the United States shall on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity founded in whole or part under this Title".
- B. Section 3. All Section 3 covered contracts must include the following clause in its entirety:
- 1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted project covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
 - 2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - 3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment practices can see the notice. The notice shall described the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - 4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - 5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulation of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - 6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
 - 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum Extent feasible, but not in derogation of compliance with Section 7(b).¹

¹ This paragraph (G) is not applicable to the HOME Program; nonetheless, the regulations require that the Section 3 clause be included verbatim in all contracts subject to the requirements of Section 3.

Complete A and B:

- A.** All labor for completing the above selected Item(s) will be by persons employed directly by the firm named below:
- B.** The following noted portion(s) of the above selected Item(s) will be subcontracted to the person(s) or firm(s) named below:

Item #: Type of Work: Person / firm:

Item #: Type of Work: Person / firm to be subcontracted:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I hereby certify that this proposal is made on behalf of:

Name of Firm

Mailing Address

City, State, Zip

Phone Number

And that I have full authorization to submit this proposal on its/their behalf.

Signature

Date

Title

This proposal includes all attached documents including but not limited to the documents entitled "**Specifications**" and "**General Conditions**" which are incorporated herein and made a part hereof.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.	Signature _____
Date of Acceptance: _____	Signature _____



North



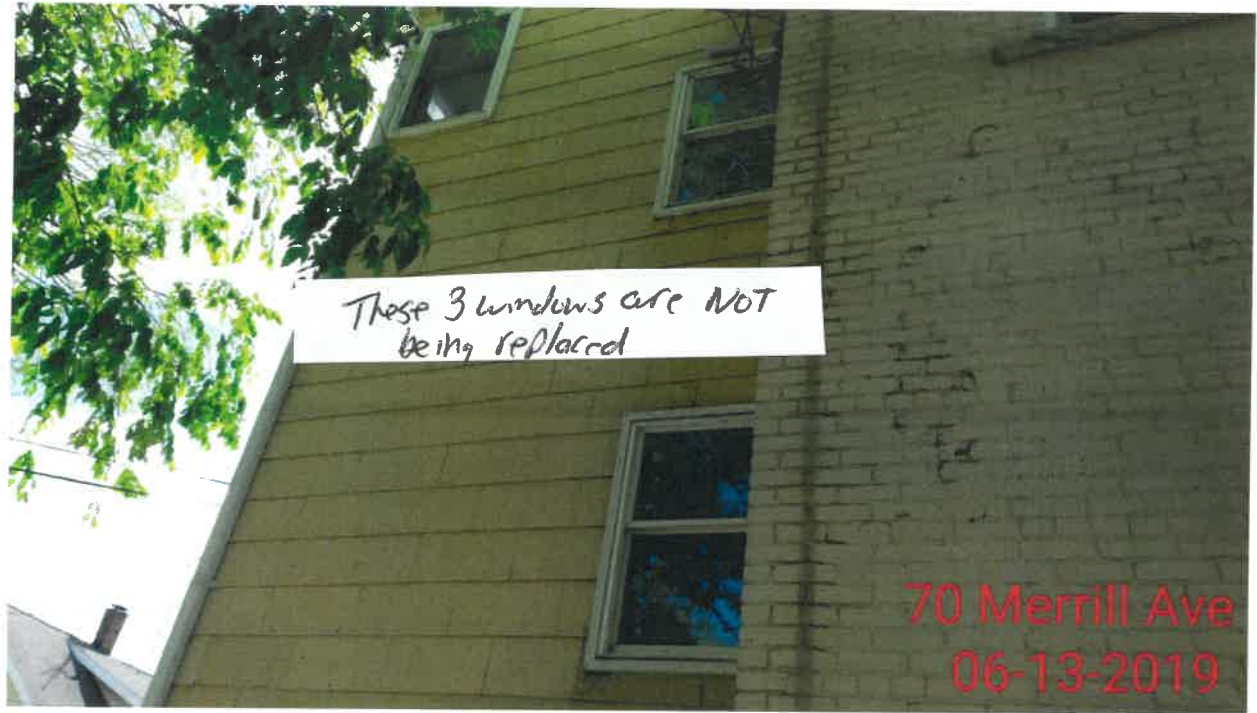
South



West



East



South East