

File No. 2021-75

**ADVERTISEMENT FOR BIDS
REHABILITATION WORK AT
437 Russell St
Fond du Lac**

Redevelopment Authority of the City of Fond du Lac, Wisconsin (RDA)

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Comptroller Department, City-County Government Center, 160 South Macy Street, P.O. Box 150, Fond du Lac, Wisconsin 54936-0150, until 10:00 A.M., C.S.T., on Thursday September 2, 2021 at which time bid will be publicly opened and read for the following work:

The rehabilitation of a single-family house located at 437 Russell St, Fond du Lac, Wisconsin, to include a bid by a general contractor or sub-contractors for the following listed items and more: Interior demolition. The specifications and contract documents may be obtained from the Community Development Department Office, 160 South Macy Street, P.O. Box 150, Fond du Lac, Wisconsin 54936-0150. Questions regarding the specifications and bidding process can be directed to Pat Mildebrandt, Rehabilitation Specialist at 920-322-3446.

All bids shall be prepared on the forms provided in the specifications and shall remain attached thereto, and shall be addressed to Comptroller Department, Fond du Lac, Wisconsin. The bid envelope shall be properly identified on the face there as 437 Russell Street. No bid shall be withdrawn for a period of thirty (30) days after opening of said bids, without the consent of the Community Development Director. The City of Fond du Lac Redevelopment Authority 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 RDA. The RDA also reserves the right to waive any abnormalities or informalities in bidding, and to select the bid that, in its opinion, will best serve the interests of the RDA.

W/MBE and Section 3 bids are encouraged.

Published by authority of the Redevelopment Authority of the City of Fond du Lac, Wisconsin, on August 15, 2021 and August 22, 2021.

***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:
Comptroller Department, City-County Government Center, 160 S. Macy Street, P.O. Box 150, Fond du Lac,
WI 54936-0150. Questions call Pat Mildebrandt @ (920) 322-3446**

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.

Closed & Sealed Bids – Due: September 2, 2021 @ 10:00am

ITEMIZED WORK SPECIFICATIONS

OWNER: Redevelopment Authority City of Fond du Lac (920) 322-3440

**ADDRESS: 437 Russell Street
Fond du Lac, WI 54935**

DATE: August 9, 2021

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. The worksite will be open for inspection on the following date and times.
August 17, 2021 from 7:45am.-3:00pm.
August 23, 2021 from 7:45am.-3:00pm.
August 27, 2021 from 7:45am.-3:00pm.
Please call Pat Mildebrandt at 920-322-3446 with any questions.**
- 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.**

ITEM#1- INTERIOR DEMO

- A. SCOPE: The contractor is to provide all labor, materials, tools and equipment necessary to properly remove and dispose of all materials associated with the demolition and/or gutting of the interior of this home. All hazardous materials must be properly handled and disposed of. Contractor is to demo the interior items listed below of this structure.
1. Contractor to remove the chimney completely in attic all the way down to the basement floor level fill in roof decking and underlayment and shingles to match as closely as possible. Fill in any other ceiling or floor holes with appropriate materials.
 2. Contractor to remove all carpet, padding and vinyl flooring and subfloor.
 3. Contractor to remove; all millwork - doors, cabinets, counter tops, window trim, baseboard, etc.
 - a). In order to secure and protect the building the existing entry doors and windows must remain until the new doors and windows can be installed. Remove as much or as many components as possible.
 4. Contractor to remove all electrical fixtures.
 5. Contractor to remove all plumbing fixtures including water softener. **(Water is shut off at Curb Stop.)**
 6. Completely gut both **bathrooms and kitchen** down to studs.
 7. Demo wall in second living room that houses existing closet.
 8. Remove all wall, ceiling and floor coverings in basement down to original surface includes interior walls.
 9. Remove entire bar set up in basement.
 10. Cut open a couple test areas to see if there is insulation in exterior walls. Areas TBD by owner.
 11. The contractor is to insure that during demolition the structural integrity of buildings components are not compromised. If necessary the exposed exterior walls are to be braced straight and plumb.
 12. The contractor is to insure that the remaining building is secure and protected from weather related damage, unauthorized access and vandalism.
- B. Each contractor shall adhere to and comply with all Asbestos and Lead Safe Work Practices during the demolition work of this project. See the detailed "General Work Specifications Involving Lead Based Paint and/or Lead Dust Hazards and the Safe Work Practices" documentation which follows in this packet.
- C. Each contractor is responsible for the daily and final cleanup of all debris and scrap building materials created in the performance of their work. All debris and scrap building material is to be swept and picked up daily and removed from the premises. The disposal of debris is to be in a Department of Natural Resources (DNR) approved waste facility. The jobsite or worksite is to be kept in a safe and workman-like manner at all times. All ladders, ladder jacks and scaffolding shall be taken down and/or secured from unauthorized use at the end of each workday.

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 describe 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

20. **COVID-19.** Contractors are expected to be familiar with the CDC guidelines and work practices for rehabilitation work. Contractors should communicate with the homeowner on how you plan to move forward and what you will need from them to facilitate your work load. Homeowners are asked to communicate with contractors regarding any questions they have regarding CDC guidelines and work practices.

¹This 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:

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

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 section for office use only

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



Not to Scale

437 Russell Street
1st Floor
C

