

***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 . On or before the specified due date. Questions call Pat Mildebrandt @ (920) 322-3446

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: June 6, 2022 @ 10:00am
ITEMIZED WORK SPECIFICATIONS

APPLICANT: **Redevelopment Authority City of Fond du Lac (920) 322-3440**
ADDRESS: **437 Russell Street**
 Fond du Lac, WI 54935
DATE: **April 24, 2022**

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. **Please call Pat Mildebrandt at 920-322-3446 to set up an appointment to see home or if you have any questions regarding the project.**
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. All items in this specification are to be installed according to manufacture specifications.

ITEM #1 – CARPENTRY

All work must conform to all local and state codes.

1. Demo existing bathroom walls in master bedroom and reframe to new specifications.
2. Install 10' laminate counter top wall mounted in basement for laundry.
3. Frame up 2x4 walls for closet under stairwell dimensions are roughly 9'LX32"DepthX actual height of basement. Include centered 24" door and handle set, along with vinyl base for trim along floor, and a hanging bar for clothes.
4. Replicate front entry shelving using 1"x4" boards, see missing marks on current post and wall to be finished in the wall color.
5. Frame up 2x4 walls for pantry in basement dimension are 5'LX32" deep total with 2'X2' section total enclosed with 2' door, the remaining 3' to be open. See drawing for location.
6. Install proper handrails on stairs to basement.
7. Frame in new closet in bedroom 1 dimension to be 24" W by 30" deep with a 24" door.
8. Frame in new closet in main bathroom see drawing for general layout final dimensions to be determined once tub is in.

ITEM #2 – Front and Side Stairs Replacement

All work must conform to all local and state codes.

1. Install new 36" wide pre-cast stairs with railings on East side entrance of house, include excavation and concrete pad/footing for the base of the structure. The stairs should lead to the garage or North.

ITEM #3 – ENTRY/EXIT DOOR REPLACEMENT

1. Install new 36"x80" storm door on front door with new white **full** view aluminum storm including hardware. Use Larsen or equivalent. Color to be white.
2. Replace front door with new pre-finished 36"x80" steel 3 lite pre-hung unit with correct jamb size and bored for a deadbolt. Use **Mastercraft 4145615** or equivalent. Swing the current direction. **See ATTACHMENT 1. Door exterior is to be spray painted not rolled or brushed, color will be Sherwin Williams Color Briny #SW6775**
3. Install new 32"x80" storm door on side entry with new **half** lite aluminum storm including hardware. Use Larsen or equivalent. Color to be white.
4. Replace side entry door with new pre-finished 32"x80" steel **half lite** pre-hung unit with correct jamb size and bored for a deadbolt. Use Mastercraft or equivalent. Swing the current direction. **SEE ATTACHMENT 1A. Door exterior is to be spray painted not rolled or brushed, color will be Sherwin Williams Color Briny #SW6775 .**
5. Provide door handle sets and deadbolts for all doors please use Schlage entry level units. All should be keyed alike. Color to be **chrome**.

ITEM #4 – WINDOW REPLACEMENTS- NEW CONSTRUCTION

Replace all windows, rough opening sizes, type and location are provided below. All windows are to be energy star rated, double paned, with low E and argon, vinyl new construction units with half screens. Color to be white

Windows are to include 3 ½” exterior prefinished casing, example of this is provided with the specifications. See Attachment W1. Color to be white.

See window schedule below for sizing. DH=Double Hung PW= Picture window

1.

W#	R.O.
W1	38”X54” DH
W2	38”X54” DH
W3	34”X48” DH
W4	34”X48” DH
W5	34”X48” DH
W6	34”X54” DH
W7	34”X54” DH
W8	30”X36” DH
W9&W10	68”X54” DH Mulled Unit
W11,W12,W13	96”x54” ¼ ½ ¼ DH/PW/DH Mulled Unit

2. Replace 3 basement windows with single slider units.

ITEM #5 – SIDING REMOVAL & INSTALLATION

1. Tear off existing siding on house. Install 1” foam board to foundation from top of existing foam board to the proper height for installing the new siding. Install air/moisture barrier, i.e. Tyvek®, must be properly installed on the surface of the home exterior walls prior to the application of new siding and tape all seams including where it meets windows. Install new vinyl siding which shall be the double 4” **CertainTeed** brand. Include all accessories i.e. starter strip, J-channel etc. **Color is to be Herringbone.**
2. 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.

Item#6 – TRIM CLADDING:

1. Remove existing soffit and fascia and install new aluminum vented soffit and pre-bent fascia on house and is to provide 1 square ft. of net free ventilation for every 300 square ft. of attic floor space. **Color to be white.**
2. If there are wood panels under existing aluminum soffit open them up to meet venting requirement.
3. Install drip caps on all exterior door and windows on both home and garage.
4. Wrap all exterior door brick mold with aluminum.

ITEM #7 – ELECTRICAL

All electrical work to be done must conform to all local and state codes.

1. Provide and install all grounded, ground fault and/or arc fault receptacles on all floors and garage where required by code. Additional wall receptacles may be needed above and beyond code.
2. Install new ceiling fixtures in dining area, living room, front entry, side entry at top of basement stairs and 3 bedrooms. Install fan rated boxes but only install fixtures.
3. Contractor is to provide and install wiring in the kitchen for three ceiling light fixtures, one over the sink and the **other two locations TBD.**
4. Provide and install receptacles for new range hood, future garbage disposal, microwave, and refrigerator.
5. Install new light bar fixtures above 2 bathroom mirrors as well as provide and install 2 ceiling exhaust fan/light in center of room to be exhausted to outside of home. Use Broan or equivalent.
6. Install new dedicated 30 amp 240v circuit for electric range.
7. Install new dedicated 30 amp 240v circuit for dryer in basement.. Location TBD.
8. Install new dedicated 20 amp 120v circuit GFCI receptacle for wash machine in basement. Location TBD.
9. Install new dedicated 20 amp 120v circuit GFCI receptacle for new power vented water heater.
10. Provide and install new switches and plates as needed, 3 way locations for the basement stairs, kitchen, Locations & Color TBD.
11. Install one exterior fixture on front & side entry too match garage front fixtures.
12. Contractor to provide an allowance for light fixtures including the range hood. Fixture allowance is \$3,000.00. Fixtures will be chosen by owner when ready for install.
13. Install hard wired battery backup operated smoke detectors in all bedrooms, install 1 Smoke/CO2 combo unit in each Hallway, 1 in Kitchen and 1 in basement, living room and anywhere else code requires them.
14. Contractor to install all required wiring including service to garage, switches and lights for detached garage. Wiring to include switched ceiling and 2 exterior lights on front of garage (to match house fixtures) and one motion detected fixture on side entry, overhead door opener and wall receptacles required by code. Install ground fault and/or arc fault receptacles as required. Include proper disconnect required by code.

ELECTRICAL CONTINUED:

15. Contractor to hard-wire all telephone jacks and television connectors. All wire/cable shall terminate at the appropriate wall mounted face plate with integral jack/connector. All telephone and television wires/cables shall terminate in the basement at a logical and accessible central location in a neat and orderly condition. Location TBD.
- a. Living room – two (2) television, one (1) telephone.
- b. All Bedrooms – one (1) television/each / master bedroom to include one (1) telephone.

Item #8 – HVAC- Furnace shall be installed according to manufactures specifications.

All HVAC work to be done must conform to all local and state codes.

1. All existing ductwork to be cleaned and sanitized.
2. Work involves removal of the existing energy inefficient heating system and the complete installation of a new natural gas-fired, thermostatically controlled, forced air, high energy efficient furnace (95% or greater). Sizing of the furnace shall be based on the thermal performance of the building envelope, utilizing the coefficients of heat transfer (u-values).
3. Include new register and cold air return covers. Color White.
4. Remove the existing gas line to kitchen to just below the floor and cap.

ITEM #9 – PLUMBING: All faucets, shower head to be chrome.

All plumbing work to be done must conform to all local and state codes. All fixtures and piping to be installed according manufactures specifications.

1. Remove all the remaining waste, vent lines etc. from the home.
2. Install **as needed** new water lines (pex or copper is acceptable), drains, waste, and vent lines. See kitchen, laundry, and bathroom layout for locations.
3. Install proper venting and drain discharge for wash machine in basement. See layout for locations.
4. Install new 40 gallon, natural gas, power vented water heater in basement. Current location.
5. Install new 3or 4 piece SOT unit in bathroom, **size of tub to be 4'6"**(AKER KDTS 2954 or similar) to include new mixer valve, shower head, shut offs in basement area. All prep carpentry or finish work to be done by others. See Layout attached.
6. Install new walk in shower only unit in master bedroom, size to be **48"X30" must make sure the minimum finished interior is capable of encompassing a circle of 30"**.
7. Install new 1.6 gal flush in (2) bathrooms, comfort height, elongated bowl water closet to include seat also include new shut off valve.
8. Install new single handle center set faucet in (2) bathrooms using Delta 520-PPU-DST or equivalent, to include new shut off valves.
9. Install new single handle faucet with side sprayer in kitchen Use Delta 400 DST or equivalent include new shut off valves.
10. Install stainless steel two compartment sink in kitchen with heavy noise dampening.

ITEM #10 – DRYWALL

1. Provide and install new gypsum board to all areas that currently do not have any ie kitchen, both bathrooms, new bedroom 1 closet, any gypsum to be directly applied to ceiling joist is to be five-eighths inch (5/8") thick and all gypsum installed directly to wall studs shall be one-half inch (1/2") thick.
2. Install 1/4" drywall over living room ceiling.
3. Provide and install new gypsum board to closet and pantry walls in basement.
4. All new and existing walls and ceilings are to be mudded and taped as needed and then have a skip trowel finish applied.

ITEM #11 – PAINTING OF WALLS AND CEILINGS AFTER PROPER WASHING.

1. All walls and ceilings include pantry and closet in basement are to be primed with one coat, and then finish painted with two coats of Sherwin Williams's wall and ceiling paint colors as follows **Ceilings – Pure White SW #7006 and Walls - Dover White #6385.**
2. Clean up stairs leading to basement, prime and paint risers, tread and stringers color TBD.

ITEM #12 – CABINETS AND COUNTERTOPS

FINAL selection and/or verification of all cabinetry, counter/vanity tops and associated hardware shall be approved by the Rehabilitation Specialist prior to ordering / purchasing and / or installation. The included drawing and measurements is not a final verification, it's a general layout for you to use for bidding

1. The kitchen and bathroom cabinets are to be spec-grade material.
2. The contractor shall provide a detailed cabinet layout and verify all dimensions/measurements and be responsible for same, prior to the ordering and installation of all cabinetry/millwork. Note: Plumber to set kitchen sink that he will supply.
3. Cabinets shall have all necessary trim, fillers, end panels, valances, toe kicks, hardware, latches and accessories included. Wall corner cabinets are to have an option for lazy-susan.
 - a. Kitchen and bathroom cabinets are to be white in color. Both base and wall cabinets to have square inset panel doors **see Attachment 2.**
 - b. The main bathroom is to have a standard vanity base size of 30". Color to be white.
 - c. The master bathroom is to have a standard vanity base size of 48". Color to be white.
 - d. Contractor to include a \$1,500.00 allowance for bathroom mirrors, miscellaneous hardware (Two towel bars, tp holder) and door & drawer pulls for each bathroom.
4. The Bathroom mirror is to have beveled edges, be the full width of the vanity cabinet size TBD and a minimum of thirty-six-inches (36") high and one-quarter-inch (1/4") thick. Mirrors are to be attached using a full width/length metal track or channel at the bottom and standard clips at the top. Metal finish to match faucets.
5. Kitchen countertop shall be laminate with roll-formed edges and a 4" back splash. Bathrooms shall have Imperial - cultured marble vanity top or similar. Where cabinets abut an adjacent wall or tall cabinet, side-splashes shall be included & installed.

6. Contractor is to scribe all countertop edges abutting walls to within one sixteenth of an inch then secure to cabinets. Apply a small bead of a non-hardening color matched or clear caulk to the junction of the countertop and wall after all painting is complete.

ITEM #13 – INTERIOR DOORS & JAMBS – INSTALLATION & FINISHING

1. 2 Sliding barn doors for bathrooms are to be 3 panel as shown in **Attachment 3**, hardware color and handle style and color to be determined.
2. Remaining interior doors are to be a 3 panel design as well to match the sliding barn doors, Solid Core, Pre-Hung, Interior Door” with the door stop applied.
3. All doors are to be pre-finished (white) by the manufacturer / factory finished or have a spray finish applied.
4. All slab doors and jambs used for cased openings are to match that specified above.
5. Doors and cased openings are to have full width jambs, no extensions.
6. Contractor is to furnish and install all hardware necessary for the operation of the door. Use privacy locksets on all bathrooms and passage locksets elsewhere. **All hardware including hinges to have a chrome finish, door knobs/handles to be of the lever type except on sliding doors.** Style to be approved by rehabilitation specialist prior to installation.
7. See door schedule below for sizes
- 8.

Door#	R.O.
D1	36”X80”
D2	32”X80”
D3	30”X80”
D4	32”X80”
D5	30”X84”Sliding exterior mount
D6	30”x80”
D7	30”x80”
D8	30”X84”Sliding exterior mount
D9	32”x80”
D10	30”x80”
D11	30”x80”
D12	32”x80”
D13	24”XActual finished height
D14	24”XActual finished height

9. If not using pre-finished doors & jambs then; all doors and jambs are to have their finish spray applied and are to be primed 2 coat and finish painted 2 coats by the contractor. The contractor is responsible for all surface preparation (sanding, filling of dents, nail holes, etc.) prior to finishing. **The application of all surface coatings are to be spray applied. Color to be white.**

ITEM #14 – INTERIOR TRIM – INSTALLATION & FINISHING / CASING & BASE & SHOE

1. All trim to have a factory applied finish or be pre-finished. If not using a factory applied or pre-finished trim then it shall be spray applied. All spray applied trim is to be primed 2 coats and finish painted 2 coats by the contractor or sub. The contractor is responsible for all surface preparation (sanding, filling of holes, nail holes, dings, dents etc.) prior to applying the finish. **All surface coatings are to be spray applied. Color to be white.**
2. All trim to be solid wood of the following size. Casing is to be typical seven sixteenths-inch by two and one quarter (7/16" x 2 1/4") ranch casing. Baseboard to be typical seven sixteenths inch by 3 and one quarter (7/16" x 3 1/4") ranch style. Any and all visible planer marks are to be removed (sanded out) prior to finishing.
3. All windows are to have solid wood returns installed with the same type casing as doors installed. **Color to be white.**
4. All moldings shall be installed with tight fitting joints that are glued and pin nailed at the corners. All gaps are to be filled with a non-shrinking color matched wood filler or color matched putty.
5. Any touch-up painting of trim to be done by the contractor.

ITEM #15 – FLOORING

Living Room, Bathrooms, Kitchen, Side Entry, Front Entry, Hallway: Builder Spec Grade materials.

1. Provide and install new subfloor as needed and laminate planking.

Bedrooms- Builder Spec Grade Material

1. Install new pad and carpet which can be a plush, berber or frisa not to exceed \$6 a square foot installed. Include any and all transitions to other flooring types.

ITEM #16 – INSULATION – INSTALLATION / EXTERIOR WALLS, BOX SILLS & ATTICS

1. **The home's exterior walls stud cavities are to be fully insulated as needed in kitchen and two bathrooms.** All 2"x 6" walls to R19 and 2"x 4" walls to R13, insulation to be blown-in cellulous with adhesive and/or moisture additive to prevent settling, spray foam or proper faced batts.
 - a. The insulation must completely fill the stud cavity; it is to be flush with the interior edge of the stud from the walls double top plate to its bottom sole plate.
 - b. Where blown-in cellulous insulation is not feasible, fiberglass batts are to be used and in areas where neither type of insulation is practical, expandable foam is to be used. Note: The contractor will be responsible for all repairs related to or resulting from the improper use or application of expandable foam!

INSULATION CONTINUED:

2. The homes attic area shall be insulated to a minimum R50 with blown-in cellulous insulation with-out additives. Thickness markers (labeled in inches) indicating the minimum initial installed thickness and the minimum settled thickness, shall be installed throughout the attic at a minimum of one marker per three-hundred square feet. Markers shall be affixed to the ceiling joist and rafters, so they may be read from the attic access.
3. Verify and/or provide the proper amount of attic ventilation. Provide one square foot (1 sq. ft.) of net free ventilating area for each one hundred fifty square feet (150 sq. ft.) of horizontal attic area. Coordinate as required for compliance.
4. Proper vents are to be installed in the homes attic between the rafters, starting from the soffit area and extending inward/upward (toward the attic) for a distance of not less than twelve inches (12") above the horizontal level of the attic insulation. Note: The insulation must not block, prevent or reduce ventilation through the proper vents. Fiberglass batts of R30 are to be used between the proper vent and the exterior walls top plates.
5. The contractor shall insulate the box sill (area between the floor joists at the perimeter rim board) in the basement and between floor levels, with a closed cell spray foam or batting insulation to a minimum R19.
6. A continuous vapor retarder must be installed on the warm-in-winter side of all exterior walls, cathedral ceilings and ceilings with attic area above. The vapor retarder shall be plastic sheathing with a rating of 1.0 perm or less and a minimum thickness of four (4) mills. It must cover the insulation and framing members completely, all seams lapped a minimum of six inches (6") and taped or sealed with the appropriate tape or approved sealant. All rips, punctures and voids must be patched with vapor retarder materials and taped or sealed.
7. Attach weather stripping and insulation to the attic access panel to create an airtight barrier and maintain the continuity of insulation.

ITEM #18– GUTTERS ON HOME

1. Install seamless 5" K style gutters and 3"x4" downspouts with 10' leaders where possible. Location of downspouts TBD.

ITEM #19- NEW GARAGE

1. Construct new 14'Wx20'L single stall garage, to include all siding, aluminum trim, roofing, overhead garage door and one service door. All colors to match home colors and location of service door TBD.
2. Install seamless 5" K style gutters and 3"x4" downspouts with 10' leaders where possible.

ITEM #20-TILE BACKSPLASH

1. Install tile backsplash between countertops and bottom of kitchen cabinets. For bidding purposes use a standard subway style tile, that could change once project is awarded and at that time a change order will be administered.

ITEM #21-DRIVEWAY/PATIO CONCRETE

1. Excavate and pour new garage 14'x 20' concrete slab with grade beam according to local and state codes.
2. Excavate and pour concrete for patio between garage and house Approximate size to be 13'x14'.
3. Remove existing concrete driveway, prep and pour new driveway measuring approximately 60' L x 11' W.
4. Install new concrete front porch with stairs measurements are to be measured from inside corner of front door, size is to be 10'WX 4'DXHeight to meet code for riser height. include excavation and proper base or footings if needed per code. Metal railings to be attached, final style TBD by owner.

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
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.

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.



HOUSING ASSISTANCE PROGRAM CONTRACTOR'S PROPOSAL (ITEMIZED COSTS)



The undersigned proposes to provide all labor, materials, tools, equipment, supervision, transportation, temporary construction, and all other services and facilities, necessary to perform and complete the following selected phases of rehabilitation work as described under the attached "Itemized Work Specifications" and in accordance with the "Housing Rehabilitation Loan Program" in a safe and workman-like manner for the property known by the address given under the attached "Itemized Work Specifications"

Program guidelines dictate that the contractor's proposal (encompassing all work items) with the lowest cost is awarded the contract. However, the owner is not bound to select the lowest cost proposal and reserves the right to choose one or reject all proposals. If all proposals received are unacceptable, the owner may either authorize (in writing) the rejection of all proposals and request new proposals for the rehabilitation work or request negotiation by the Redevelopment Division of the proposals that are acceptable.

Please return proposal form to: Comptroller Department, Administrative Offices, 160 S. Macy St. ~ P.O. Box 150, Fond du Lac, WI 54936-0150

PROPOSALS FOR SELECTED WORK ITEM(S) Redevelopment Authority City of Fond du Lac (920 322-3446)

Specification Item No.	WORK ITEM(S) <u>Date: Due: Closed & Sealed - 10:00am June 6, 2022</u>	Proposed Amount	Accepted Amount
Item #1	Carpentry	\$	
Item #2	Front stairs and porch/Side door entry steps	\$	
Item #3	Entry/Exit Door Replacements	\$	
Item #4	Window Replacements New Construction	\$	
Item #5	Siding Removal & Installation	\$	
Item #6	Trim Cladding (Lead Safe Work Practices)	\$	
Item #7	Electrical	\$	
Item #8	HVAC	\$	
Item #9	Plumbing	\$	
Item #10	Drywall	\$	
Item #11	Painting of Walls & Ceiling	\$	
Item #12	Cabinetry & Countertops	\$	
Item #13	Interior Doors Installation & Finish	\$	
Item #14	Interior Trim Installation and Finish	\$	
Item #15	Flooring	\$	
Item #16	Insulation	\$	
Item #17	Miscellaneous	\$	
Item #18	Gutters	\$	
Item #19	New Garage	\$	
Item #20	Tile Backsplash	\$	
Item #21	Driveway/Patio Concrete	\$	
		\$	
		\$	
		\$	
		\$	
		\$	
TOTAL		\$	
		\$	
		\$	
		\$	
		\$	

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:

Item #:

Type of Work:

Person / firm:

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 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

Title

Date

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.

Date of Acceptance:

Signature

Page 2 of 2