

Housing Authority of the City of Superior, Wisconsin
1219 North Eighth Street
P.O. BOX 458
SUPERIOR, WI 54880
Phone: 715-394-6601 Fax: 715-394-3512 WI RELAY: 7-1-1



February 4, 2025

Re: Request for Quotes for Fire Extinguisher and cabinet purchase and exterior installation

To Whom It May Concern:

The Superior Housing Authority (SHA) is accepting quotes from licensed contractors to purchase and install approximately 117 – 10 lb. new Class ABC fire extinguishers and exterior breakable fire extinguisher cabinets, with master-keyed locks. Quotes will be accepted until **2:00 p.m., Thursday, February 27, 2025.** The Quotes shall be read aloud. Quotes received after this date and time will not be considered for contract award. Site inspection scheduling and any questions regarding the RFQ shall be directed to me at (715) 718-8143.

Contractors submitting quotes must not be debarred from federal, state or local contracts. All quotes must be submitted on the form(s) provided or the quote will not be considered for award. Quotes must be submitted in an envelope and clearly marked as “**Fire extinguisher and cabinet purchase and exterior installation**” Envelopes must be addressed to:

Adam Ferg
Director of Technical Services
Superior Housing Authority
1219 N. 8th Street
P.O. Box 458
Superior, Wisconsin 54880

Request for quotes also available on our website at www.superiorhousing.org.

If you have any questions or concerns, please feel free to contact me at (715) 718-8143.

Sincerely,

A handwritten signature in black ink, appearing to be "Adam Ferg", written over a horizontal line.

Adam Ferg
Director of Technical Services



REQUEST FOR QUOTES

RFQ #SHA-M25-001

FOR

Fire Extinguisher and cabinet purchase
and exterior installation

FOR THE

SUPERIOR HOUSING AUTHORITY

HOUSING AUTHORITY OF THE CITY OF SUPERIOR
1219 N. 8TH STREET
P.O. BOX 458
SUPERIOR, WISCONSIN 54880
PHONE (715) 394-6601 FAX (715) 394-3512

INSTRUCTIONS TO BIDDERS

1. PROPOSAL PREPARATION AND SUBMISSION

(a) Contractors are expected to examine the specifications and all instructions. Failure to do so will be at the contractor's risk.

(b) All quotes must be submitted on the forms provided by the Authority. Contractors shall furnish all information required by the solicitation. Quotes must be signed and the contractor's name typed or printed on the form.

2. RESPONSIBILITY OF PROSPECTIVE CONTRACTOR

(a) The Authority will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a contractor, the Authority will consider such matters as the contractor's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance;
- (4) Financial and technical resources;

(b) Before a quote is considered for award, the contractor may be requested by the Authority to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the contractor to provide such additional information shall render the contractor non-responsive and ineligible for award.

3. LATE SUBMISSIONS

(a) Any quote received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

4. QUOTE PROTESTS

(a) Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or quotations, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All quote protests shall be in writing, submitted to the Contracting Officer who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

5. CONTRACT AWARD

(a) The Authority will evaluate quotes in response to this solicitation without discussions and may award a contract to the responsive bidder whose quote, conforming to the solicitation, will be most advantageous to the Authority considering the criteria specified in the solicitation. The Authority may reject any and all quotes, in accordance with the Authority's written policy and procedures.

(b) The submission of a quote shall constitute an acknowledgment upon which the Superior Housing Authority (SHA) may rely that the Bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to the Quote. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document. All Superior Housing Authority contract documents and terms and conditions shall apply to this contract.

(c) A written award shall be furnished to the successful contractor(s) within thirty (30) calendar days for acceptance and shall result in a binding contract without further action by either party.

6. PAYROLL SUBMISSION

See HUD-5370-EZ, page 5, Section C (2) (i).

Request for Quotes
Fire Extinguisher and cabinet purchase and exterior installation
Superior Housing Authority

General Scope of Work

The Superior Housing Authority is accepting quotations for the purchase and installation of approximately 110- 10 lb. Class ABC fire extinguishers and exterior breakable fire extinguisher cabinets, with master-keyed locks. All work is as follows, but not limited to:

- Install new Class ABC 10 lb. fire extinguishers and exterior 'breakable' fire extinguisher cabinets, with master-keyed locks (approximately 110 units ea.).
- The contractor shall furnish and perform all labor necessary for the complete installation of fire extinguishers and cabinets.
- All work shall comply with the applicable NFPA Fire, state and local codes.
- Clean up debris and dispose off-site.
- Repair any damage directly caused by the fire extinguisher & cabinet installation.
- Provide a written warranty on workmanship, materials and equipment for a period of one year.

The Contractor is responsible to field verify all measurements and conditions.

Site maps with proposed location of installation, attached.

Code Reference

NFPA 1

13.6.2* Where Required. Fire extinguishers shall be provided where required by this *Code* as specified in Table 13.6.2 and the referenced codes and standards listed in Chapter 2.

Table 13.6.2 Portable Fire Extinguishers Required Occupancy Use Where Required

Apartment occupancies - Yes

Portable fire extinguishers shall be permitted to be located at exterior locations or interior locations so that all portions of the buildings are within 75 ft (22.8 m) of travel distance to an extinguishing unit.

Installation shall be completed within 30 calendar days from the start of the "Notice to Proceed".

Site inspection scheduling and any questions regarding the RFQ shall be directed to Adam Ferg, Director of Technical Services, at (715) 718-8143.

Contractors and subcontractors are required to pay not less than the prevailing wage rates on public work as established by the Federal Department of Labor or HUD determined wage scale rates. A copy of these rates is contained in the contract documents.

Contractors submitting a quote must complete the attached Quote form and return to:

Adam Ferg
Director of Technical Services
Superior Housing Authority
1219 North 8th Street
P.O. Box 458
Superior, Wisconsin 54880

no later than **2:00 p.m., Thursday, February 27, 2025** The Quotes shall be read aloud. The successful contractor will be required to sign contracts and review and complete required pre-construction documents prior to commencing work.

Contractors and subcontractors are required to pay not less than the prevailing wage rates on public work as established by the Federal Department of Labor or HUD determined wage scale rates. A copy of these rates is contained in the contract documents.

Documents/Forms that apply and included in this contract are:

- HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts
- Wage Determination #WI20250036, (dated 1-10-25) modification #1 (Laborer classification).

Debarment Certification Form must be submitted with Quote Form.

TERMS AND CONDITIONS

A. CONFLICT OF INTEREST

The Contractor certifies by acceptance of this order that no related official, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. The term "related official" means any: 1) member, officer, or employee of the Housing Authority, 2) member of the governing body of the locality in which the Housing Authority was activated, 3) member of the governing body of the locality in which the project is situated, and 4) other public official of such locality(ies) who exercises any functions or responsibilities with respect to the project.

B. GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION

SHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

C. PROHIBITION AGAINST CONTINGENT FEES

Contractors shall not retain a person to solicit or secure a SHA contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

D. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap, in accordance with 24 CFR part III.

E. SCOPE OF SERVICES

Services shall be completed as per Request for Quotes (RFQ) and as per quote as accepted by the Superior Housing Authority.

No changes to the Contract Documents shall be made except by written order from the Contracting Officer. Requests for changes must be made in writing directed to the Contracting Officer. The Contracting Officer shall reply within 10 calendar days from receipt with his/her decision for acceptance or denial of Contractor's request.

F. REQUIRED SUBMISSIONS

The following documents must be submitted with bids:

- Quote form (3 pages) included in this RFQ
- Debarment Certification Form

G. INSURANCE

- Page 2, Section 6 of HUD-5370-EZ General Contract Conditions for Small Construction/Development Contracts applies.
- Submit Certificate(s) of Insurance prior to beginning work.

H. LICENSING

All Contractors shall be licensed Contractors for the State, County or local in which the work is to be performed and shall provide a copy prior to issuing the "Notice to Proceed."

I. PERMITS

All Contractors shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. Each Contractor shall pay for and secure all permits, fees, inspections for the proper execution and completion of work. Copies of permit provided to Owner prior to work taking place.

K. DELIVERY

If the Contractor refuses or fails to make deliveries of the supplies or services within the time specified, the Housing Authority may, by written notice, terminate the Contractor's right to proceed with deliveries or services.

L. PRICES/RATES

Unless otherwise specified, all prices/rates are firm-fixed prices/rates, which are not subject to adjustment based on costs incurred.

M. INSPECTION

All items covered by this contract shall be subject to inspection and acceptance at destination by the Contracting Officer or designee.

N. GENERAL CONDITIONS, INSURANCE AND LABOR STANDARDS

All OSHA federal, state and local regulations apply to this contract. See Form HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts

O. CONTRACT TERMINATION AND DISPUTES

The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the Authority. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

Disputes shall be settled as determined by the Superior Housing Authority's Procurement Policy and Procedures. The Superior Housing Authority shall operate under all Federal, State and Local regulations.

Disputes shall be directed to: Adam Ferg
Director of Technical Services
Superior Housing Authority
1219 N. 8th Street
P.O. Box 458
Superior, Wisconsin 54880

**Request for Quotes
Fire Extinguisher and cabinet purchase and exterior installation
Superior Housing Authority
Quote Form, Pg. 1 of 2**

RFQ: SHA-M25-001

Submit Bid to: Adam Ferg
Director of Technical Services

Bid Due Date: February 27, 2025

Bid Opening Time: 2:00 p.m.

Contractor Information:

Company Name	Address	City	State	Zip
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Contact Person	Phone	E-mail	Fax
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Are you or is your company currently debarred from participation in contracting with any federal, state or local contracts? **Yes** **No**

The bidder hereby proposes to furnish all labor, materials, equipment, and services required to complete the construction contract as per requirements of the Construction Documents, all in accordance therewith, for the sum of:

Bid Price for 117 fire extinguishers and cabinets, with master-keyed locks and exterior installation as specified in the Request for Quote:

_____ Dollars.

(\$ _____)

Breakdown above costs: Materials: \$ _____ Labor: \$ _____

Total Bid Price for all Work: \$ _____

Unit price:

New Class ABC 10 lb. fire extinguisher \$ _____

New exterior "breakable" fire extinguisher cabinet, with master-keyed lock \$ _____

Labor to install fire extinguisher and cabinet \$ _____

Required Submissions:

The following documents must be submitted with Quotes:

- o Quote forms (2 pages) included in this RFQ
- o Debarment Certification Form

**Request for Quotes
Fire Extinguisher and cabinet purchase and exterior installation
Superior Housing Authority
Quote Form, Pg. 2 of 2**

Bidder's Acknowledgements

This is to acknowledge that an authorized representative(s) of the below named company has familiarized himself/herself with the local conditions affecting the cost of the work, all instructions, General and Supplemental Conditions, Contractor's compliance reporting requirements, the specifications, drawings, and addenda.

The Housing Authority requires a minimum acceptance period of 30 calendar days. "Acceptance period," as used in this provision, means the number of calendar days available to the Housing Authority for awarding contract from the date specified in this solicitation for receipt of bids.

I/we have examined the contract documents and have checked the same in detail before submitting this quote. I have full authority to make such statements and submit this quote and identify that all statements are true, correct and complete.

Company Name

Date

Address

Phone Number

Authorized Signature

Email Address

Authorized Name (type or print)

Title

SUPERIOR HOUSING AUTHORITY
1219 N. 8TH STREET
P.O. BOX 458
SUPERIOR, WISCONSIN 54880
(715) 394-6601

Contract # SHA-M25-001

FORM OF CONTRACT

THIS AGREEMENT made this _____ day of _____, 2025, by and between _____ doing business under the laws of the State of Wisconsin hereinafter called the "Contractor" and the Superior Housing Authority, called the "SHA."

WITNESSETH: That the Contractor and SHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, materials, equipment and services, and perform and complete all work required for:

Fire Extinguisher and cabinet purchase and exterior installation

Materials and workmanship to be accomplished as per specifications attached hereto and incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The SHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the quoted sum as accepted by the SHA.

The SHA accepts the base bid contract amount of \$_____.

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

- A. This instrument
- B. Request for Quotes SHA-M25-001
- C. Form HUD5370-EZ General Contract Conditions for Small Construction/Development Contracts
- D. Quote as accepted by SHA
- E. Davis Bacon Wage Decision #WI20250036 (dated 01/10/25) Modification #1 (Laborer Classification)

ARTICLE 4. Contract Period. The Contract period shall be 30 days and will begin as designated in the "Notice to Proceed."

This instrument together with the other documents enumerated in Article 3, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, form the Contract.

WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two (2) original counterparts as of the day and year first above written.

Contractor
Address
City, State, Zip

Superior Housing Authority
1219 N. 8th Street
Superior, WI 54880

Contractor Signature

Director of Technical Services

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the **Disputes** clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the finishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract
- (e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) 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 projects 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.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 regulations.
- (c) 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 positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved 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 regular 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 in 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) 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 shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.
- (iii) 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 of the Wage and Hour Division 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.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) 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.
- (4) 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.

(b) Withholding of Funds. 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) 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; and
- (C) 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
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

- (d) 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 (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

- (e) 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 in 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 in 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 in the wage determination for the classification of 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 in 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.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause 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 the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

"General Decision Number: WI20250036 01/10/2025

Superseded General Decision Number: WI20240036

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> • Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least \$17.75 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 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> • Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025

CARP0310-004 06/01/2024

MARATHON COUNTY

	Rates	Fringes
CARPENTER.....	\$ 29.86	20.71

CARP0361-011 05/03/2021

DOUGLAS COUNTY

	Rates	Fringes
CARPENTER.....	\$ 39.71	26.01

CARP0731-005 06/01/2024

FOOND DU LAC (Eastern Portion of the County)

	Rates	Fringes
CARPENTER.....	\$ 29.86	20.71

CARP0955-007 06/01/2024

FOOND DU LAC (Western Portion of the County)

	Rates	Fringes
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CARPENTER.....\$ 29.86 20.71

ELEC0242-004 06/02/2024

DOUGLAS COUNTY

Rates Fringes

ELECTRICIAN.....\$ 46.23 69.19%

ELEC0388-006 05/31/2021

MARATHON COUNTY

Rates Fringes

ELECTRICIAN.....\$ 23.16 15.725+10.10

ELEC0494-009 05/26/2024

FOND DU LAC COUNTY

Rates Fringes

ELECTRICIAN.....\$ 33.00 14.97

ENG10139-006 06/03/2024

Rates Fringes

OPERATOR: Power Equipment

Backhoe/Excavator 130,000 lbs. and over.....\$ 43.67 26.00

Backhoe/Excavator under 130,000 lbs.....\$ 42.92 26.00

Bulldozer over 40 h.p.; Roller over 5 tons.....\$ 43.67 26.00

Bulldozer under 40 h.p.; Roller 5 tons and under;

Rubber Tire Roller.....\$ 42.62 26.00

LAB00330-002 06/01/2024

FOND DU LAC & MARATHON COUNTIES

Rates Fringes

LABORER

Common or General; Mason

Tender - Brick.....\$ 22.81 15.96

LAB01091-009 06/01/2024

DOUGLAS COUNTY

Rates Fringes

LABORER

Common or General; Mason

Tender - Brick.....\$ 22.81 15.96

PLUM0011-005 05/06/2024

DOUGLAS COUNTY

Rates Fringes

PLUMBER.....\$ 49.32 27.18

PLUM0400-007 06/01/2024

FOND DU LAC COUNTY

Rates Fringes

PLUMBER.....\$ 45.86 21.73

PLUM0434-008 06/16/2024

MARATHON COUNTY

Rates Fringes

PLUMBER.....\$ 39.91 24.38

ROOF0096-001 04/01/2024

MARATHON COUNTY

Rates Fringes

ROOFER.....\$ 32.37 9.16

ROOF0096-005 05/01/2024

FOND DU LAC COUNTY

Rates Fringes

ROOFER.....\$ 30.98 15.34

* ROOF0096-016 01/06/2025

DOUGLAS COUNTY

Rates Fringes
ROOFER.....\$ 42.12 22.40

SHEE0010-032 05/01/2008

DOUGLAS COUNTY

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

SHEE0018-013 06/01/2024

MARATHON COUNTY

Rates Fringes
SHEET METAL WORKER (Including
HVAC Duct Installation).....\$ 27.31 20.32

SHEE0018-031 06/01/2024

FOND DU LAC COUNTY

Rates Fringes
SHEET METAL WORKER (Including
HVAC Duct Installation).....\$ 24.26 22.67

SUMI2012-020 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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAWG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:
UAWG-OH-0010 01/01/2024. UAWG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAWG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====
"END OF GENERAL DECISION"
=====

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, officer, or principal of the Contractor:

- a. Is presently debarred or suspended from covered transactions by any federal or state department/agency;
- b. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- d. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state or local) terminated for cause or default.
- e. The Contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following DUNS Number:
_____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who discloses to Contractor that it is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

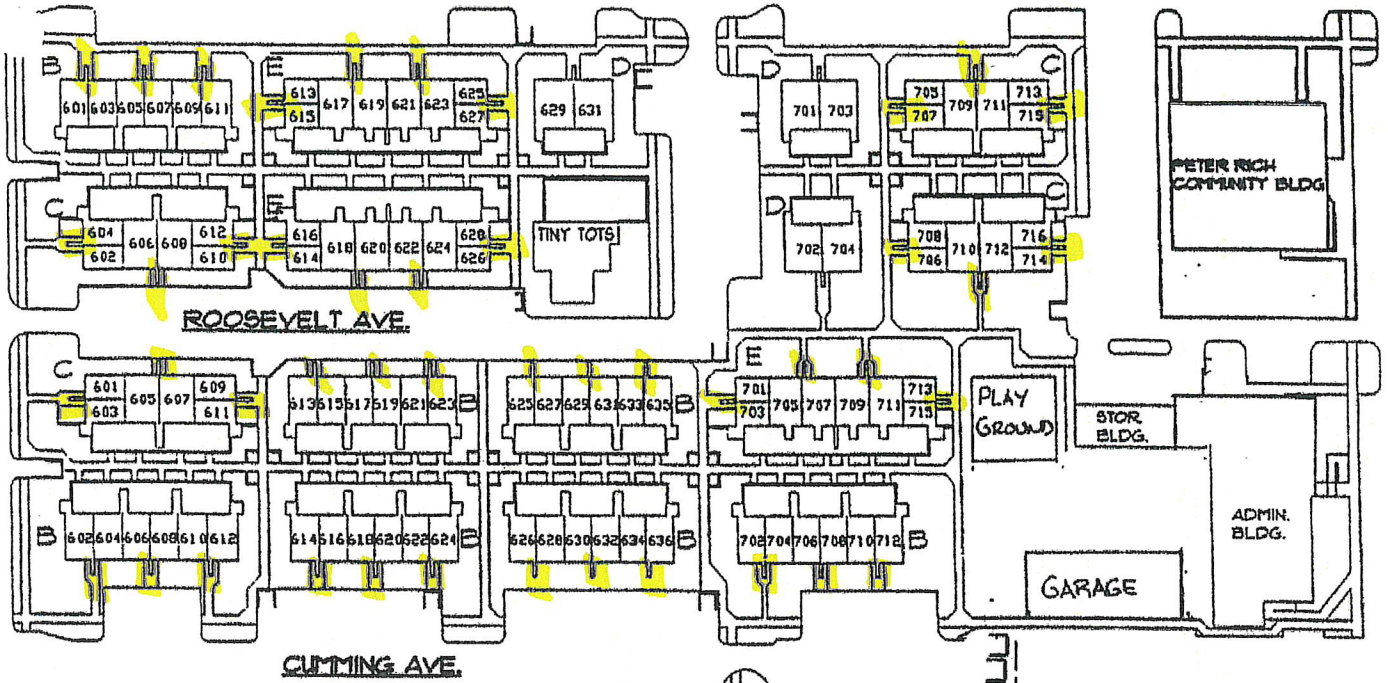
Dated this _____ day of _____, 20_____

By _____
Authorized Signature for Contractor

Printed Name and Title

BAXTER AVENUE

N 6TH STREET

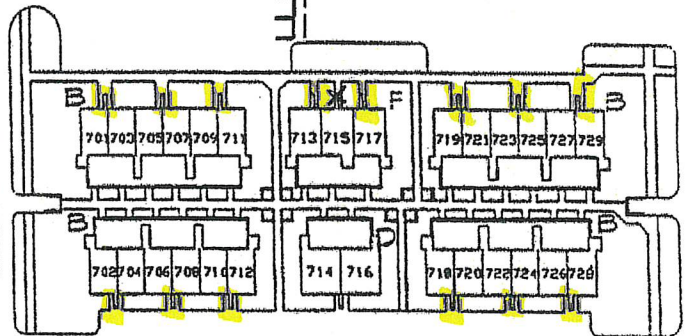


ROOSEVELT AVE.

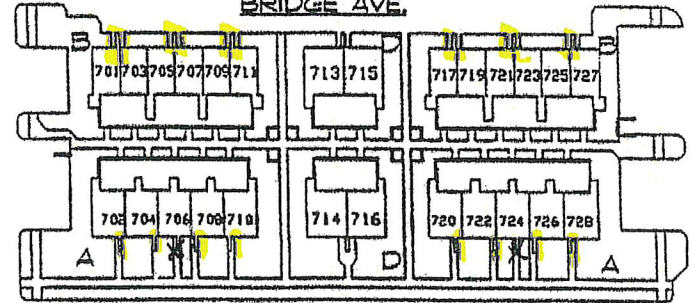
CUTTING AVE.

N 11TH STREET

N 8TH STREET



BRIDGE AVE.



HAMMOND AVE.

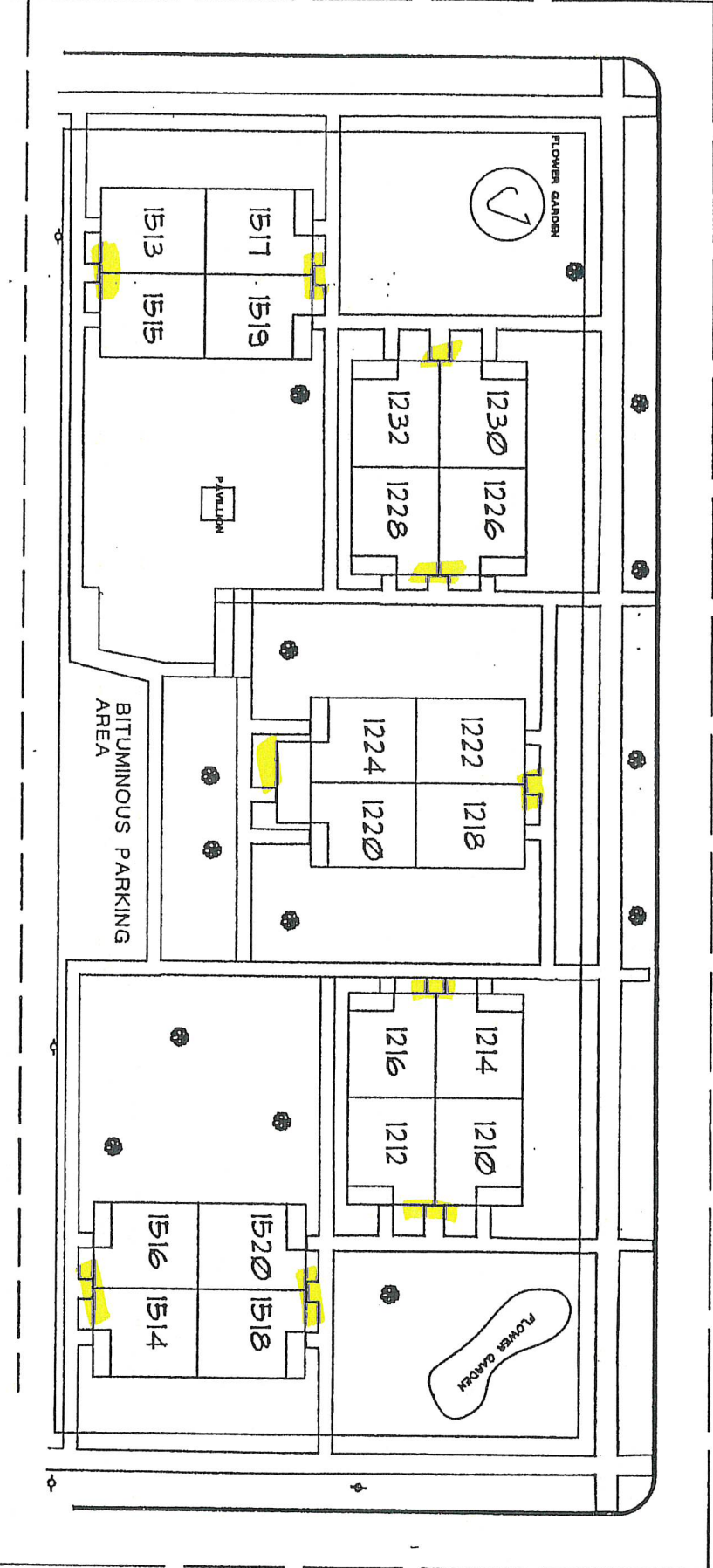
PARK PLACE W. I-1 SITE PLAN

NO SCALE:

NORTH




N. THIRTEENTH STREET



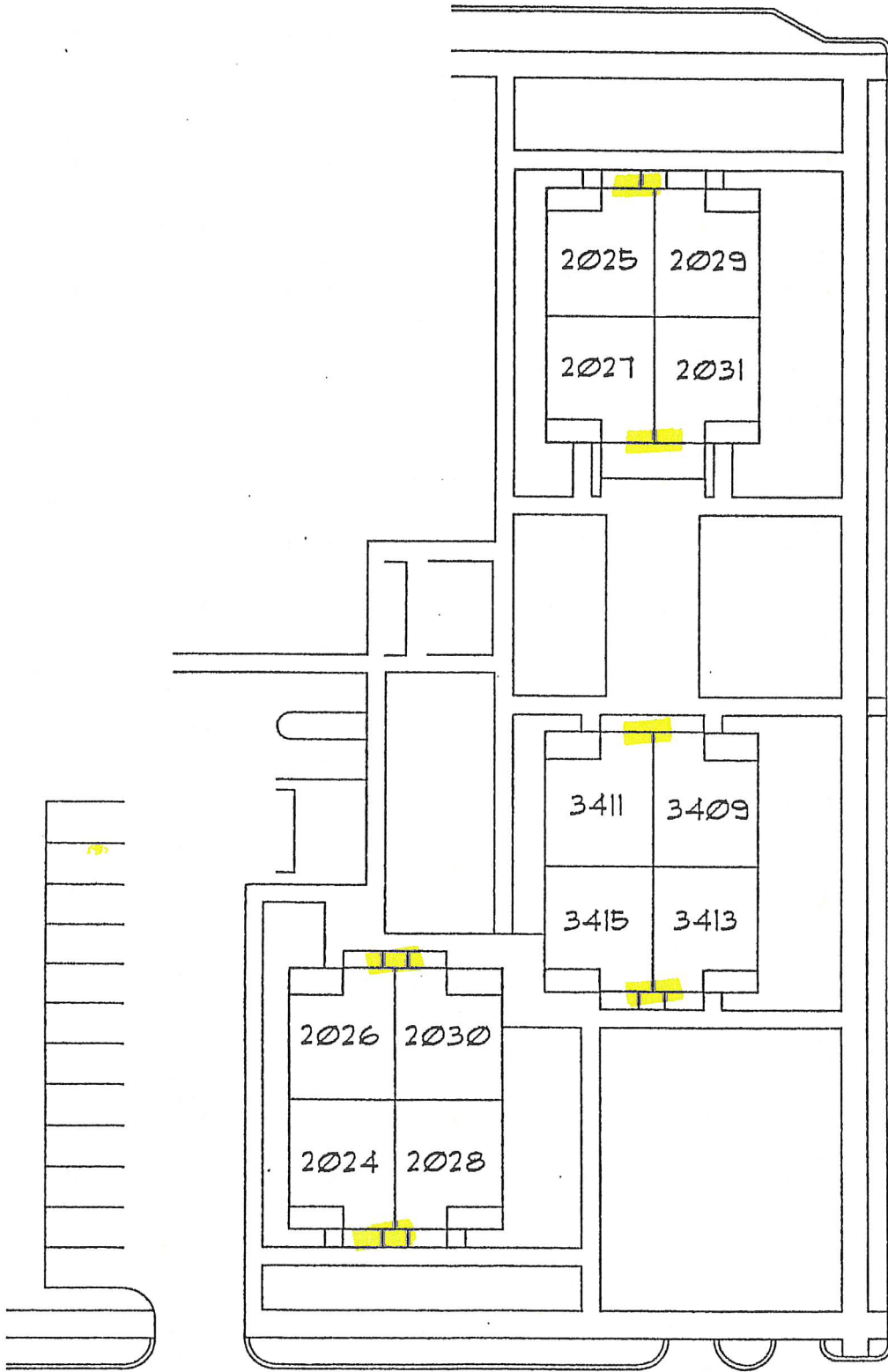
JOHN AVENUE

N. TWELFTH STREET

KRIEPS MANOR



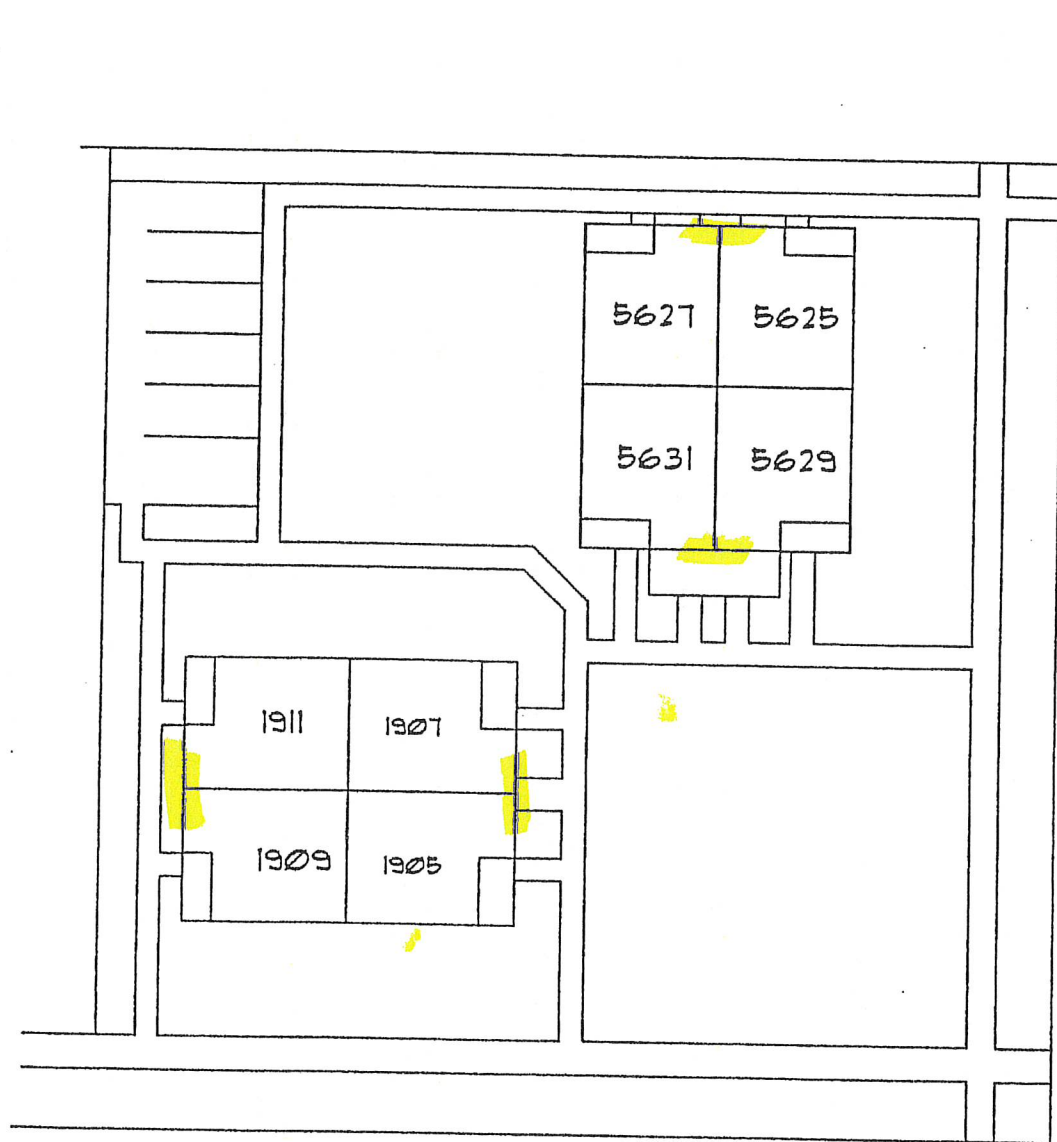
LACKWANA AVE.



N. 21st STREET

IOWA AVE.

JOHNSON MANOR 



BANKS AVE.

FIFTY SEVENTH ST.

HOWE MANOR 

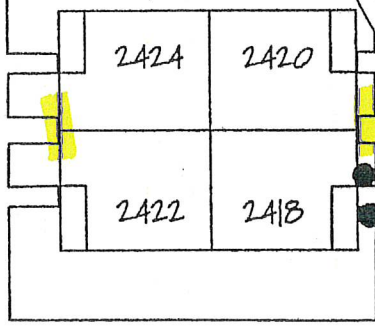
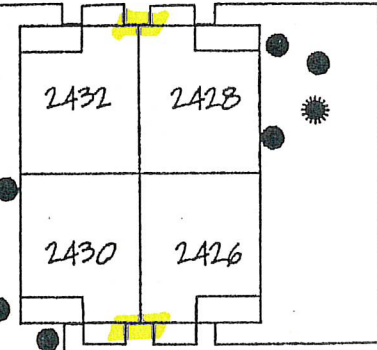
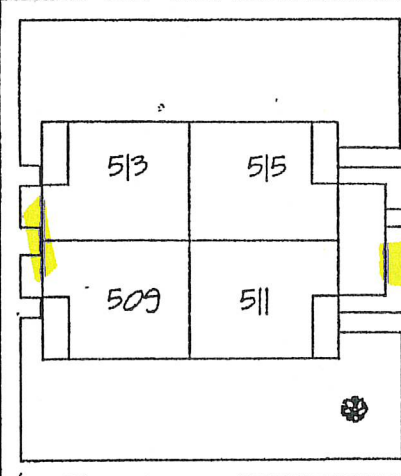
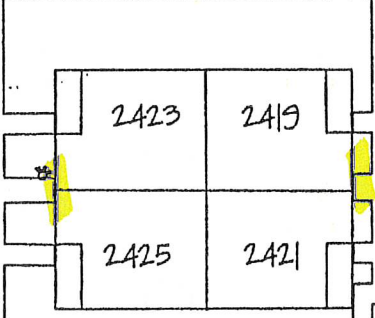
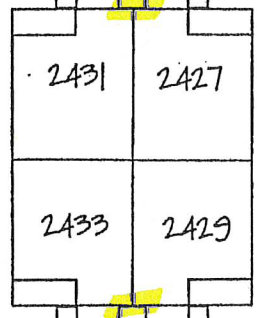
EAST SIXTH STREET

BITUMINOUS PARKING AREA

PEDE

BITUMINOUS PARKING ARE.

EAST TWENTY FIFTH STREET (R.R.)



EAST FIFTH STREET

IDZIOREK MANOR



BILLINGS PARK VILLA W.I.-6 SITE PLAN

28 UNITS TOTAL, 4 UNITS PER BUILDING
 1619/1621-HANDICAP UNITS

