

PROJECT MANUAL

WAUPACA RECREATION
CENTER EXPANSION
WAUPACA, WISCONSIN

Fixtures, Furnishing and Equipment

BID DOCUMENT SET

Berners-Schober Associates, Inc.
310 Pine Street
Green Bay, Wisconsin 54301
Phone: (920) 432-4865
Fax: (920) 432-1284

March 11, 2026

Commission No. 24WACA01.00

TABLE OF CONTENTS

SPECIFICATIONS

Title Page
Table of Contents

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

00 11 00 Advertisement for Bids, 2 pages
00 21 00 Instructions to Bidders, 3 pages
00 30 00 Available Information, 1 page - attachments
00 41 00 Bid Form, 2 pages
00 52 00 Agreement Form, 1 page

DIVISION 01 GENERAL REQUIREMENTS

00 00 00 Furniture Specifications, 10 pages
01 74 19 Waste Management, 3 pages

DRAWINGS (Bound Separately)

Furniture F101

SECTION 00 11 00

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Waupaca for the Fixtures, Furnishings and Equipment at the new Waupaca Recreation Center Expansion project at 407 School Street, Waupaca, Wisconsin.

Bids will be received at City Hall, located at 111 S Main Street, Waupaca, WI, until 2:00 P.M., April 2, 2026, at which time they will be publicly opened and read aloud.

In general, the Project is an addition including a Business Co-Working Space and associated offices, Telehealth Rooms, Classrooms, and support. The project also includes an expansion to an existing gymnasium. This package is specifically for the procurement and installation of the Fixtures, Furnishing, and Equipment. This project is grant funded, and reporting documentation is included herein.

Bids will be received for one contract which includes all Work necessary and/or required to complete the project per the Contract Documents.

Prequalification of bidders will not be required.

Bids being mailed prior to the bid date shall be addressed to and will be received by: Ms. Laura Colbert, Parks Director, 111 S. Main Street, Waupaca, WI 54981. The outside of the envelope shall indicate that bid documents for this Project are enclosed.

Contract documents have been prepared by Berners-Schober Associates, Inc., 310 Pine Street, Green Bay, Wisconsin 54301.

The contract documents, including plans and specifications may be viewed or downloaded by visiting www.bsaplanspace.com, and utilizing the following access code: 24WACA01. Documents will also be available at the following exchanges:

Bid+Builders Exchange, 4814 E. Broadway, Madison, Wisconsin 53716 Ph. 608-221-3821
info@agcwi.org

BluePrint Service Co Inc., 425 Packerland Dr., Green Bay, WI 54303, Phone: 920-494-4539
bps@blueprintservic.com

Builders Exchange of Wisconsin (Fox Valley Plan Room), W2518 Cty Rd JJ, Appleton, Wisconsin 54913 Ph. 920-687-8782 askme@bxwi.com

ConstructConnect, 3825 Edwards Rd, Suite 800, Cincinnati, Ohio 45209 Ph. 877-761-4347

Great Lakes Blueprinters, 1020 Michigan Ave, Sheboygan, Wisconsin 53081 Ph. 920-458-3676

Heyrman & Green Bay Blue, 2083 Holmgren Way, Green Bay, WI 54304 Ph. 920-4994815

LaCrosse Builders Exchange, 427 Gillette St., Suite 2, LaCrosse, Wisconsin 54603 Ph. 608-781-1819
planroom@laxbx.com

Dodge Data and Analytics, 3315 Central Ave., Hot Springs, AR 71913 Ph. 877-784-9556
www.dodgeprojects.construction.com

Northwest Regional Builders Exchange, 2228 N. Hillcrest Parkway, Ste. 2, Altoona, WI 54720 Ph.
715-834-2934 info@nwbx.com

The Blue Book Building & Construction Network, 56 Broad St, Boston, MA02109, Ph. 888-720-1710
Wausau Builders Exchange, 739 Scott St, Wausau, Wisconsin 54403 Ph. 715-843-4919

The Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

No bid shall be withdrawn after the opening of bids without the consent of the Owner for a period of sixty (60) days after the scheduled time of closing bids.

Contracts awarded under this advertisement for bids may be funded in whole or in part by the U.S. Department of Treasury's Capital Project Fund through a grant awarded to the owner named above from the State of Wisconsin Department of Administration Flexible Facilities Program (FFP); and will be subject to all program requirements specified in the bid packet.

Mayor Brian Smith
City of Waupaca
March 11, 2026

SECTION 00 21 00

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

- A. The City of Waupaca, herein called the "Owner", invites bids on the forms attached hereto, all blanks of which must be appropriately filled in, for the Waupaca Recreation Center Expansion Project, 407 School Street, Waupaca WI

Bids will be received by the Owner until 2:00 P.M., April 2nd, 2026, at the location specified in the Advertisement for Bids.

1. All blank lines on the Bid Form must be filled in. An incomplete Bid Form may result in the Bid being rejected.
- B. Envelopes containing bids shall be sealed and marked to designate the contract for which it is submitted and shall bear on the outside the name of the project, and the name and address of the bidder. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.
1. Faxed or e-mailed bids will not be accepted.
- C. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Bids received after the time and date specified will not be considered.

2. DRAWINGS, SPECIFICATIONS, AND ADDENDA

- A. The drawings and specifications which form a part of this contract are enumerated in the Table of Contents of this specification volume. The Contract Documents include addenda that may be issued prior to bid date.
- B. Complete sets of drawings and specifications for all trades are available to all bidders, irrespective of the category of work to be bid on, in order that all bidders may be familiar with the work of other trades as they affect their bid.

3. ADDENDA AND INTERPRETATIONS

- A. Requests for interpretation shall be in writing addressed to Berners-Schober Associates, Inc., Architects, at 310 Pine Street, Green Bay, Wisconsin, and to be given consideration must be received at least eight days prior to the date fixed for the opening of bids. Interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent as promptly as is practicable to all persons to whom the drawings and specifications have been issued.
- B. No interpretation of the meaning of the plans, specifications, or other prebid documents will be made to any bidder orally.

4. INSPECTION OF BID DOCUMENTS

- A. Bidders shall examine the complete set of contract documents including work required by other trades. Bidders are cautioned to acquaint themselves with requirements necessitating installation work of material or equipment furnished by other contractors or the Owner.
- B. Any discrepancies noted between the drawings and specifications shall be called to the attention of the Architect at least eight days prior to the bid opening. Discrepancies so reported will be clarified by addendum.
 - 1. Bidders shall bring to the Architect's attention any obvious or apparent printing errors or inconsistencies. Printing errors include, but are not limited to, missing pages, random lines and over printed words or drawings.

5. SUBSTITUTION OF MATERIAL SPECIFIED

- A. A full set of furniture specifications are included which represent preferred design intent. All bidders must submit bids for products as specified in Basis of Design. Any deviations from the Basis of Design Specifications must be identified as alternate. Alternates must match the Basis of Design standard for dimension, appearance, performance and quality.

1. The Item Number noted in the Furniture Specification section relates to the location on the Furniture plan.

D. Open lines

6. REQUIREMENTS FOR SIGNING BIDS

- A. The bid shall be signed by the person making it or have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

- B. A bid which is signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.
- C. A bid which is signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word "By_____".
 - 1. If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid shall be attached to it. Such bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

7. WITHDRAWAL OF BIDS

- A. A bid may be withdrawn by written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that telegraphic withdrawal is confirmed in writing over the signature of the bidder within 48 hours thereafter. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- B. No bid shall be withdrawn after the opening of bids without the consent of the Owner for a period of sixty (60) days after the scheduled time of receiving bids.

8. AWARD OF CONTRACT

- A. The contract will be awarded as soon as possible to the responsible bidder submitting the lowest acceptable bid.
 - 1. A Notice to Proceed letter will be issued to the successful bidder by the Architect. The date of commencement of the Contract will be the date of the Notice to Proceed letter.
- B. The Owner reserves the right to award to other than the low bidder.
- C. The Bidder shall be prepared, if so requested by the Owner, to present evidence of their experience, qualifications, and financial ability to carry out the terms of the contract.

9. TIME OF COMPLETION

- A. The Contractor shall commence work on the date specified in a written notice to proceed which will be issued by the Architect and shall fully complete the Work on or before July 31, 2026.

10. BASE BID

- A. Base Bid shall be submitted as follows:

1. All Work necessary and/or required to complete the project per the Contract Documents.

SECTION 00 30 00

AVAILABLE INFORMATION

PART 1 GENERAL

1.01 SUMMARY

- A. The following documents shall apply to all contractors, subcontractors, sub-subcontractors, material suppliers and other entities providing labor, materials and/or equipment relating to the Work.
- B. Attachments
 - 1. FFP-03-01 Potential Conflict of Interest Disclosure
 - 2. FFP-03-03 FFP Project Contract Insertion
 - a. This 9 page document MUST be included and made a part of every contract and subcontract on this project.
 - 3. FFP-03-04 Lobbying Certification Form
 - 4. FFP-03-05 Disclosure of Lobby Activities (if needed)
 - 5. FFP-03-06 FFP Project Site Sign Specifications (for Contractor only)
 - 6. FFP-07-01 WisDOT Payroll Record
 - 7. FFP-07-02 WisDOT Payroll Record Compliance Statement (DT1816)
 - 8. FFP-07-03 USDOL Payroll Record & Compliance Form (WH347)

Forms to be filled out and returned by every contractor & subcontractor: A, C, F&G OR H

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

Division of Energy, Housing and Community Resources (DEHCR)

Flexible Facilities Program – Potential Conflict of Interest Disclosure

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Pursuant [2 CFR 200.318](#), decisions concerning the federal grant funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. No employee, officer, or agent of the grantee or subrecipient may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest. Conflict of interest provisions within the Code of Federal Regulations must be addressed as part of procurement and contracting processes. Grantees, subrecipients, and contractors must disclose in writing any potential conflict of interest. Documentation of any disclosure of a potential conflict of interest and the grantee's review of the potential conflict must be provided by the grantee to the State of Wisconsin Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) for review prior to proceeding with contracting.

Community Center/Recreation Center Expansion City of Waupaca

PART A. ELECTED OFFICIALS:

- Brian Smith, Mayor
- Paul Mayou, Council President & Alderperson 3rd District
- David Peterson, Alderperson 1st District
- Cory Nagel, Alderperson 1st District
- Eric Olson, Alderperson 2nd District
- Paul Hagen, Alderperson 2nd District
- Scott Purchatzke, Alderperson 3rd District
- Eric Halverson, Alderperson 4th District
- Dmitri Martin, Alderperson 4th District
- Henry Veleker, Alderperson 5th District
- Collin Dykstra, Alderperson 5th District
- None of the Above.

PART B. OTHER PERSONS INVOLVED WITH PROJECT:

- Aaron Jenson, City Administrator
- Barb Nowak, City Clerk
- Stephanie Reif, Finance Director/Treasurer
- Justin Berrens, Public Works/Utility Director/City Forester
- Laura Colbert, Parks & Recreation Director
- None of the Above.

PART C. DESCRIPTION OF RELATIONSHIP(S):

PART D. CERTIFICATION: By signing below, I certify the information provided above is true, accurate, and correct. I also acknowledge and understand that the name of any contractor with a potential conflict of interest will be disclosed at the Town Board meeting in which bids/proposals are discussed. Potential conflicts of interest will be reviewed in accordance with 2 CFR 200.318.

Division of Energy, Housing and Community Resources (DEHCR)

Flexible Facilities Program – Potential Conflict of Interest Disclosure

Printed Name of Contractor
Representative

Title

Signature

Name of Entity (i.e., name of business/company, firm, or organization)

Date Signed [MM/DD/YYYY]

WISCONSIN FLEXIBLE FACILITIES PROGRAM (FFP) PROJECT CONTRACT TERMS & CONDITIONS

For Prime Contractors and Subcontractors

This document must be included in all construction and non-construction prime contracts and subcontracts for an FFP project.

The Flexible Facilities Program (FFP) is funded by the U.S. Department of Treasury's Capital Projects Fund (CPF), and administered by the State of Wisconsin Department of Administration (DOA) – Division of Energy, Housing and Community Resources (DEHCR). The contracting entity (the "contractor" hereafter) signing the contract to which this document is attached agrees to comply with the requirements of section 604 of the Social Security Act (the Capital Projects Fund Statute), as added by section 9901 of the American Rescue Plan Act of 2021, and guidance issued by the Treasury and DEHCR regarding the foregoing. The contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations. The contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the FFP project.

The FFP requirements applicable to the contract award include, without limitation, the following:

- Uniform Cost Principles:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the FFP grant and associated contracts, and subject to such exceptions as may be otherwise provided by Treasury or DOA-DEHCR.
- Recipient Integrity and Performance Matters:** Recipient Integrity and Performance Matters pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Conflict of Interest Restrictions:** Conflict of interest restrictions and requirements in accordance with 2 CFR Part 200.112, 2 CFR Part 200.318 and 2 CFR Part 200.319(b).
2 CFR Part 200.112. All conflicts must be disclosed by the contractor to the owner of this contract prior to contract execution, and will be reported to Treasury, as deemed appropriate, by the State of Wisconsin.
2 CFR Part 200.318. Entities must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of a grantee or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the grantee or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The grantee's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.
2 CFR Part 200.319(b). To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
- SAM.gov Debarment and Suspension:** OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) through the System for Award Management ([SAM.gov](https://sam.gov) at <https://sam.gov/content/entity-information>), pursuant 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
- SAM.gov Records:** "Recipient Integrity and Performance Matters," pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200, hereby incorporated by reference, pertaining to entity records on [SAM.gov](https://sam.gov).

6. **Lobbying Restrictions and Disclosure of Lobbying Activities:** The new restrictions on lobbying per 31 CFR Part 21. The contractor is to comply with lobbying certification and lobbying disclosure requirements for the FFP project. If the amount of the award under this contract is greater than \$100,000.00, the contractor certifies that to the best of their knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [accessed at: <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf>].
 - (c) The contractor shall require that the language of this certification be included in the contract award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- The certification in this contract is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
7. **Domestic Preference Expectation:** In accordance with the domestic preference provisions of *2 CFR Part 200.322*, the contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
8. **Build America Buy America (BABA) Exemption (Conditional):** A general exemption has been granted by Treasury from the domestic preference requirements of *Executive Order 14005: Ensuring the Future is Made in All of America by All of America’s Workers* (January 25, 2021) and the Build America Buy America Act (*2 CFR 184*, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021) for projects funded by the Treasury’s Capital Projects Fund (CPF). They are *not applicable* to FFP projects *unless* otherwise triggered by another federal funding source for the CPF-funded project, which is specified in this contract.
9. **Consideration for Small Businesses, Women-Owned, Minority-Owned, and Disabled Veteran-Owned Businesses and Labor Surplus Area Firms:** The contractor and their subcontractors (all tiers) shall take all affirmative steps to ensure small businesses, woman-owned, minority-owned and disabled veteran-owned businesses, and labor surplus area firms are considered for sources of supplies and services in accordance with 2 CFR Part 200.321 and Department policy, and as defined below:
- **Small Business** – A business firm that matches the revenue and employment status of a small business in their industry, as specified in *13 CFR Part 121.101* and the *North American Industry Classification System (NAICS)*. Registered small businesses may be found in directories available on the *U.S. Small Business Administration website*.
 - **Minority-Owned Business Enterprise- (MBE)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more members of an eligible minority group member; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a minority or minority owners. Eligible racial ethnic categories include: American Indian, Asian-Indian, Asian-Pacific, Black, Eskimo or Aleut, Hispanic, and Native Hawaiian [*Wis. Stat. § 16.287(1)* and *Wis. Admin. Code §§ 84.01(29)(a-e)*].
 - **Women-Owned Business Enterprise (WBE)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more women; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and if held in trust, it must be a woman or women as the owner, beneficiary, and trustee of the trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a woman or women owners.

- **Disabled Veteran-Owned Business (DVB)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more service-disabled veterans; is a sole proprietorship, corporation, LLC, or joint venture; is organized on a for-profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a service-disabled veteran owner or service-disabled veteran owners. The headquarters must be located in Wisconsin. A disabled veteran is defined as having a Certificate of Release or Discharge from Active Duty (Form DD214); being a resident of Wisconsin; having a Disability Rating of at least 0% with the Department of Veteran's Affairs or an Armed Services Branch [*Wis. Stat. § 16.283(1)(b)* and *Wis. Admin. Code § 82.22*].
- **Labor Surplus Area Firm** – A business that operates in a “labor surplus area” as designated by the U.S. Department of Labor (USDOL). USDOL publishes a list of LSAs on a fiscal year basis on the [USDOL Labor Surplus Area website](https://www.dol.gov/agencies/eta/lssa) [<https://www.dol.gov/agencies/eta/lssa>].

*A directory of MBE, WBE and DVB firms may be accessed on the [Wisconsin Supplier Diversity Program website](https://supplierdiversity.wi.gov/Pages/Home.aspx) [<https://supplierdiversity.wi.gov/Pages/Home.aspx>].

10. **Drug-Free Workplace:** The Government-wide Requirements for Drug-Free Workplace, 31 CFR Part 20 is hereby incorporated by reference.
11. **Environmental Laws:** Generally applicable federal environmental laws and regulations, as summarized in DOA – DEHCR's [FFP Environmental Report Template](#).
12. **Solid Waste Disposal Act:** Pursuant to 2 CFR Part 200.323, the contractor represents and warrants that in its performance under the Agreement, contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
13. **Clean Air Act:** If the contractor's prime contract or subcontract for the FFP project is in excess of \$150,000, the contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the FFP Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Protections for Whistleblowers:**
 - (a) In accordance with 41 U.S.C. § 4712, contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - (b) The list of persons and entities referenced in the paragraph above includes the following:
 - 1) A member of Congress or a representative of a committee of Congress;
 - 2) An Inspector General;
 - 3) The Government Accountability Office;
 - 4) A Treasury employee responsible for contract or grant oversight or management;
 - 5) An authorized official of the Department of Justice or other law enforcement agency;
 - 6) A court or grand jury; or
 - 7) A management official or other employee of Grantee or DOA – DEHCR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. **Encouraging Seat Belt Use:** To promote increasing seat belt use in the United States and pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
16. **Reducing Text Messaging While Driving:** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
17. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** The FFP funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR Part 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People’s Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
18. **Publications:** Any publications produced with funds from this contract award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number CFDA # 21.029, awarded to [name of FFP project grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury.”
19. **Assurances with Compliance with Civil Rights Requirements:** The following equal opportunity and Civil Rights compliance laws for which the associated requirements apply to FFP project contracts:
 1. Executive Order 13160
 2. Federal Coordination And Compliance Section (justice.gov)
 3. Executive Order 12250
 4. Civil Rights Division | Executive Order 12250 (justice.gov)
 5. Executive Order 13166
 6. Civil Rights Division | Executive Order 13166 (justice.gov)
 7. Title VI of the Civil Rights Act of 1964
 8. Title IX of the Education Amendments of 1972
 9. Section 504 of the Rehabilitation Act of 1973
 10. Age Discrimination Act of 1975

- (a) As a condition of receipt of federal funding under this contract, the contractor provides the following assurances with respect to the fulfillment of the contract:
- 1) **Title VI of the Civil Rights Act of 1964.** The contractor will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 2) **Executive Order 13166 - Access to Services for Persons with Limited English Proficiency.** The contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” [<https://www.justice.gov/crt/executive-order-13166>], seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The contractor understands and agrees that meaningful access may entail providing language

assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the contractor's programs, services, and activities.

- 3) **LEP Persons Consideration.** The contractor agrees to consider the need for language services for LEP persons when the contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- 4) **Civil Rights Act Contract Clause.** The contractor acknowledges and agrees that it must require any subcontractors, successors, transferees, and assignees to comply with assurances (1)-(3). above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between contractor and its subcontractors, successors, transferees, and assignees:

Civil Rights Act Subcontract Clause:

The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- (b) The contractor shall cooperate with the owner of this contract, the FFP grantee, and the State of Wisconsin FFP in any enforcement or compliance review activities by the U.S. Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

20. Equal Opportunity Contract Clause:

41 CFR Part 60-1.4(b) EQUAL OPPORTUNITY CLAUSE. [EO 11246, as amended by EO 11375]

Federally assisted construction contracts.

- (a) **Law and Provisions.** Except as otherwise provided under 41 CFR Part 60, if the contractor has been awarded a construction contract for the federally assisted FFP project, then the contractor shall comply with, and include in all construction subcontracts for the FFP project, the equal opportunity clause provided under 41 CFR Part 60-1.4(b), as listed on the pages that follow. This is required in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (b) **Contract Language.** Except as otherwise provided, the FFP grantee, grant subrecipient, each prime contractor and each subcontractor is required to agree to the terms and include the following language as a condition of any contract for the FFP project:

The contractor signing this contract hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at **41 CFR Chapter 60**, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without

- regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the

administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

- (c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) **Inclusion of the equal opportunity clause by reference.** *[This is not a provision allowable for or applicable to FFP project construction contractors and subcontractors.]*
- (e) **Incorporation by operation of the order.** By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (f) **Adaptation of language.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

21. Labor – Mechanics & Laborers.

- (a) **Contract Work Hours and Safety Standards Act (CWHSSA):** Where applicable, all contracts awarded for this project financed in whole or in part with the grant award in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act (CWHSSA), each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - i. If such certification is not provided, a contractor must provide a project employment and local impact report detailing:
 - The number of contractors and sub-contractors working on the Project;
 - The number of employees on the Project hired directly and hired through a third party;
 - The wages and benefits of workers on the Project by classification; and
 - Whether those wages are at rates less than those prevailing (As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed).
- (b) **Davis-Bacon Act (DBA) Conditional Exemption:** Contractors and subcontractors are not subject to Davis-Bacon Act compliance requirements for the FFP project (per an exemption allowed by Treasury for projects funded by the Capital

Project Fund) unless DBA requirements are triggered by another funding source for the FFP project. If triggered by another funding source, the DBA requires contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, to pay their laborers and mechanics employed under the contract no less than the prevailing wages and fringe benefits for corresponding work on similar projects in the area, as established by the federal wage rates published on [SAM.gov](https://www.sam.gov).

- (c) **Copeland “Anti-Kickback” Act (40 U.S.C. 3145) Conditional Exemption:** FFP projects are not subject to Copeland “Anti-Kickback” Act compliance requirements unless the project is subject to the Davis-Bacon Act and Federal wages, if triggered by another funding source to the FFP project. The Copeland Act, as supplemented by the U.S. Department of Labor (USDOL) regulations ([29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States](#)), is only applicable to construction projects subject to the Federal wage standards (i.e., Davis-Bacon Act wage requirements). If DBA is triggered by another funding source for the FFP project, the Copeland Act is applicable. The Copeland Act provides that each contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The payroll reporting, monitoring, and recordkeeping specifications of [29 CFR Part 3](#) would apply.
- (d) **Fair Labor Practices - Fair Wages, Payroll Reporting, & Monitoring Requirements:** Competitive wages and payroll documentation are required for construction laborer and mechanic job classifications. The contractor agrees to ensure workers in a laborer or mechanic job classification are paid wages and benefits in accordance with the applicable provisions summarized as follows:
- 1) If the Davis-Bacon Acts (DBA) is deemed to apply to this contract for the FFP project as required by another funding source other than the Flexible Facilities Program funds (which are *not* subject to DBA compliance), then the contractor agrees to comply with all requirements of the DBA, Copeland Anti-Kickback, CWHSSA, and related laws for labor and wages.
 - 2) If DBA is confirmed to *not* apply to this contract for the FFP project, the contractor agrees to comply with the requirement of having fair labor practices and fair wages in accordance with the following FFP labor standards:
 - If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement.
 - If the laborer or mechanic is not a member of a collective bargaining agreement, the laborer or mechanic is entitled to wages and benefits in accordance with whichever is the higher of:
 - Their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor;
 - An hourly wage rate (including cash wage plus fringe benefits rate) not less than the wage rate specified in Federal [Executive Order 14026](#) for work performed on or in connection with covered federal contracts, which is an hourly rate totaling \$17.20 per hour as of January 1, 2024, per the [Notice of Rate Change for 2024](#); increasing to \$17.75 per hour starting January 1, 2025, per the [Notice of Rate Change for 2025](#); and subject to an annual inflation increase in 2026.
 - Apprentices shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation.
 - 3) The contractor agrees to provide payroll documentation for its employees and payroll documentation for its subcontractors’ employees working on the project to verify fair labor practices, including providing certified payroll records to the owner of this contract no later than **seven (7) days** after the conclusion of each payroll period for all pay periods in which their employees work on the FFP project. Records are to be submitted weekly or bi-weekly, depending on the contractor’s regular payroll cycle.

In accordance with the CWHSSA recordkeeping requirements specified on the [USDOL CWHSSA guidance](#), the payroll documentation will include the following:

- Contractor/employer company name;
- Payroll period dates;

- Employee names – for each laborer or mechanic working on the FFP project for construction (i.e., new construction, renovation, rehabilitation, expansion, demolition, and related infrastructure and equipment installation at the FFP project site)
- Each employee’s unique identification (ID) number (the assigned employee ID number or last four digits of their social security number);
- Each employee’s address
- Each employee’s telephone number
- Each employee’s job classification for work performed
- Number of hours each employee worked per day and total hours worked each week on the FFP project;
- Hourly rate of pay, including the hourly wage rate for straight-time (ST) hours (hours worked that total 40 and less during the work week) and overtime (OT) hours (hours worked over 40 in the work week);
- The total gross wages amount earned, and net wages amount paid to the employee after deductions;
- Hourly fringe benefits rates, including the hourly rate cash equivalent of each fringe benefit;
- Payroll deductions made for the pay period; and
- Additional payroll supporting documentation related to wages, fringe benefits plans and rates, records of payments made to employees and fringe benefits plans, and deductions (types, employee authorizations, etc.) on file, which must be provided upon request to the grantee, subrecipient, DOA, the U.S. Department of Treasury, and/or other state and federal agencies.

(e) **Labor Standards Records Retention.** Contractors must maintain these records during the course of the work and for a period of three (3) years after all the work on the prime contract is completed. They also must be made available to the contracting agency (including Department of Treasury and the State of Wisconsin, FFP grantee and subrecipient, if applicable) and the Department of Labor upon request. [Note: Grantees must retain all records for the FFP project, including the contracting and payroll and related records collected from contractors for seven (7) years in accordance with the FFP requirements.]

22. **Termination Clauses in Contracts:** All contracts made by the contractor and owner of this contract under a federal award, as applicable must contain the contract provisions required under 2 CFR Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, contractor must ensure that all subcontracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

23. **Records and Inspection:** The contractor shall maintain records and financial documents sufficient to evidence compliance with the Treasury Capital Projects Fund Statute, the Uniform Guidance, this contract and the FFP. The grantee, subrecipient (if applicable), the State of Wisconsin, Treasury Office of Inspector General, the Government Accountability Office, Treasury, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of the contractor related to the FFP grant in order to conduct inspections, audits or other investigations. This right also includes timely and reasonable access to the contractor’s personnel for the purpose of interview and discussion related to such documents.

24. **General Compliance:** The contractor agrees to comply with the FFP, CPF Statute and the Guidance and all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and the contractor shall provide for such compliance in any agreements it enters into with other parties relating to the FFP project.

25. **False Statements:** The contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Division of Energy, Housing and Community Resources (DEHCR)

Flexible Facilities Program (FFP) – Lobbying Certification

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" [at https://www.gsa.gov/system/files/SFLLL_1_2_P-V12b.pdf] in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of their knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" [at https://www.gsa.gov/system/files/SFLLL_1_2_P-V12b.pdf] in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FFP PROJECT GRANTEE NAME

(LOCAL/TRIBAL GOVERNMENT): City of Waupaca

ENTITY'S ROLE ON THE FFP PROJECT (*select one*):

- Grantee (i.e., Local/tribal government awarded the FFP grant funds from the State of Wisconsin/DEHCR)
- Subrecipient (i.e., Non-profit or government entity receiving FFP grant funds as a 'pass-through' from the Grantee to implement the FFP project)
- Prime Contractor (i.e., contracting entity awarded the contract by the Grantee or Subrecipient)
- Subcontractor (i.e., contracting entity awarded the contract by the Prime Contractor or another contractor)

ENTITY'S ORGANIZATION NAME: _____

PRINTED FULL NAME OF ENTITY'S
AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED
REPRESENTATIVE: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FFP PROJECT SITE SIGN SPECIFICATIONS

The current version of this Attachment is available on the [FFP Implementation Handbook](#) website (under the “Chapter Attachments/Fillable Forms” section).

The Flexible Facilities Program (FFP) project sign (shown in the Template and Example on the next previous page) is required for all FFP projects, including those involving new construction as well as those involving only renovation and/or expansion of an existing structure/building. The sign must be erected at or near the site where the construction activities (e.g., new construction, demolition, renovation, expansion)* are occurring, in accordance with the specifications below.

SIGN SPECIFICATIONS:

- Sign dimensions: 4 feet by 8 feet
- The smallest print must be readable from 50 feet away
- Must be on plywood panel APA Rated A-B Grade-Exterior (any alternative material must be pre-approved by DEHCR)
- Must be high quality, professional-grade sign (i.e., paper taped to plywood board is not acceptable)
- Generally, must be erected outdoors and weatherproofed for outdoor posting (an exception to an outdoor location must be pre-approved by DEHCR)
- Sign must include:
 - Name of grantee
 - Title of project
 - Reference to the Capital Projects Fund (CPF), Flexible Facilities Program (FFP) and funding sources (Wisconsin Department of Administration (DOA), and U.S. Department of Treasury), as shown in the template and example on the next page
 - Name and title of the current Governor of the State of Wisconsin and the current Secretary of the Department of Administration (check the DOA website for updates prior to printing sign)
 - Name and title of the grantee’s chief elected official
- Must be on White background
- The following text must be in RED font:

**A COMMUNITY FACILITIES PARTNERSHIP
FINANCED IN PART BY THE CAPITAL PROJECTS FUND AND
FLEXIBLE FACILITIES PROGRAM GRANT FUNDS FROM THE
WISCONSIN DEPARTMENT OF ADMINISTRATION AND THE
U.S. DEPARTMENT OF TREASURY**

- All other text on the sign must be in BLACK font

*Generally, one sign is required per project. If the project involves multiple phases, more than one sign may be needed to ensure a FFP project sign remains posted for each phase of the project. If a project involves construction at multiple locations, the FFP project sign should be erected at the site in the highest traffic area where the most residents are likely to see it, or at a central location between all of the construction sites (in a high-traffic area when practical). All project locations should be listed as part of the Project Title on the sign when practical.

FFP PROJECT SITE SIGN TEMPLATE & EXAMPLE

The current version of this Attachment is within the Attachment FFP-03-06 available on the [FFP Implementation Handbook](#) website (under the “Chapter Attachments/Fillable Forms” section).

<p style="text-align: center;">City of Waupaca</p> <p style="text-align: center;">Community Center/Recreation Center Expansion & Digital Connectivity Improvement Project</p> <p style="text-align: center;">A COMMUNITY FACILITIES PARTNERSHIP FINANCED IN PART BY THE CAPITAL PROJECTS FUND AND FLEXIBLE FACILITIES PROGRAM GRANT FUNDS FROM THE WISCONSIN DEPARTMENT OF ADMINISTRATION AND THE U.S. DEPARTMENT OF TREASURY</p> <p style="text-align: right;">Tony Evers, Governor Kathy Blumenfeld, Secretary Brian Smith, Mayor</p> <p>State and Federal Equal Opportunity laws apply in the construction and use of this project.</p>

COMPLIANCE STATEMENT TO ACCOMPANY CONTRACTOR'S WEEKLY PAYROLL

DT1816 9/2008 (Replaces EC673)

Wisconsin Department of Transportation

The willful falsification of any of the statements on this form may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Submit one copy to Regional Office

Adapted from U.S. Department of Labor Form WH-348(1)(68).

No.	State Project ID	Federal Project ID	County	Payroll Period
Contractor or Subcontractor				
Authorized Agent Name		Authorized Agent Title		Authorized Agent Phone Number

I, the undersigned, do state that:

1. I pay, or supervise the payment of the persons employed by the above contractor or subcontractor on the above project. During the payroll period designated above all persons employed on said project have been paid the full weekly wages earned, except as noted in Section 1(a) below. No rebates have been or will be made either directly to or indirectly on behalf of said contractor or subcontractor from the full weekly wages earned by any person. No deductions have been made directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below in Section 1(b).

(a) Exceptions	Name	Craft	Explanation	When will this person be paid?
-----------------------	------	-------	-------------	--------------------------------

(b) **Description of Deductions**

2. Any payrolls otherwise under this contract required to be submitted for the above period are correct and complete. The wage rates for laborers or mechanics contained are not less than the applicable wage rates contained in any wage determination incorporated into the contract. The classifications set forth for each laborer or mechanic conform with the work performed.

3. Any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4. (a) **Where fringe benefits are paid to approved plans, fund, or programs.**

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) **Where fringe benefits are paid in cash.**

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) Exceptions	Craft	Explanation
-----------------------	-------	-------------

Remarks

X

(Authorized Agent Signature)

COMPLIANCE STATEMENT PREPARATION INSTRUCTIONS

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes. This statement of compliance is also a requirement under Wisconsin Supplemental Required Contract Provisions.

The contractor should **show on the face of his/her payroll all moneys paid to the employees** whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that **he/she is paying to others** fringes required by the contract and not paid as cash in lieu of fringes.

Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his/her payroll the basic cash hourly rate and overtime rate paid to employees, just as has always been done. Such a contractor shall check paragraph 4(a) of the statement to indicate he/she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his/her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Since it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$9.73/\$2.15. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he/she is paying fringe benefits in cash directly to the employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires, is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Unless otherwise noted, the information requested is specific to the named project below.
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

PRIME CONTRACTOR

SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME														
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS														
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)					(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)		
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES					TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK			NET PAY TO WORKER FOR ALL WORK	
																			TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)		TOTAL DEDUCTIONS
								HOURS WORKED EACH DAY															
							ST																
							OT																
							ST																
							OT																
							ST																
							OT																
							ST																
							OT																
							ST																
							OT																
							ST																
							OT																
							ST																
							OT																

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL'S NAME AND TITLE	

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

- The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED	NAME OF LABOR CLASSIFICATION
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	

- Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME		TOTAL HOURLY CREDIT										
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		
	<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		
	Hourly Credit	\$	\$										
	Hourly Credit	\$	\$										
	Hourly Credit	\$	\$										
	Hourly Credit	\$	\$										
	Hourly Credit	\$	\$										
	Hourly Credit	\$	\$										
	Hourly Credit	\$	\$										

- All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(____) ____ - ____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

00 41 00

BID FORM

Bids due April 2, 2026, at 2:00 P.M.

Laura Colbert
City of Waupaca
111 S Main St
Waupaca, WI 54981

(Contractor)

(Street) (City) (State) (Zip)

The Bidder, in compliance with your advertisement for bids for procurement and installation of the Fixtures, Furnishings and Equipment (FF&E) of the Recreation Center Expansion project, City of Waupaca, Waupaca, Wisconsin, having examined the plans and specifications with related documents, hereby proposes to furnish all labor, materials and supplies, and to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bidder acknowledges receipt of the following addendum:

BASE BID NO. _: All work required to complete the project in accordance with the specifications and drawings.

For the sum of _____
_____ DOLLARS (\$ _____)

I hereby certify that all statements herein are made on behalf of

(Name of corporation, partnership or person submitting bid)

a corporation organized and existing under the laws of the State of _____;

a partnership consisting of _____

an individual trading as _____

of the City of _____ State of _____

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in (its) (their) behalf; and that the said statements are true and correct.

Signature: _____

Please Print the Above Name: _____

(Title, if any)

Date: _____

ALL BLANK LINES ON THIS BID FORM MUST BE APPROPRIATELY FILLED IN. AN INCOMPLETE BID FORM MAY RESULT IN THE BID BEING REJECTED.

(Bidders should not add any conditions or qualifying statements to this proposal)

SECTION 00 52 00 {A}

AGREEMENT FORM

PART 1 GENERAL

1.01 SUMMARY

- A. The successful bidder will be required to enter into an agreement with Owner incorporating AIA document AIA-A151-2019, with Wisconsin Flexible Facilities Program (FFP) Project Contract Terms and Conditions attached.
- B. The successful contractors and subcontractors will be required to submit an Affirmative Action Plan or exemption request incorporating the attached Additional FFP Requirements document.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

Waupaca Recreation Center Expansion Basis of Design Furniture Specifications

March 2026



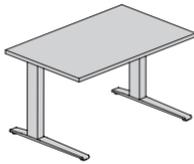
A full set of furniture specifications are included which represent preferred design intent. All bidders must submit bids for products as specified in Basis of Design. Any deviations from the Basis of Design specifications must be identified in Bid Form noted as alternate. Alternates must match the Basis of Design standard for dimension, appearance, performance, and quality.

The Item Number noted in each manufacturer furniture specification section relates to the location on Furniture Plan F101.

Waupaca Recreation Center Expansion
City of Waupaca | Waupaca, WI
Comm. No. 24WACA01.00

FURNITURE
February 25, 2026

HERMAN MILLER

ITEM NO.	DESCRIPTION	LOCATION	QTY.	TOTAL QTY.	IMAGE/COMMENTS
HM1	MOTIA SIT-TO-STAND RECTANGULAR TABLE; C-FOOT, SQUARE EDGE, 24"D X 48"W, HIGH-PRESSURE LAMINATE TOP/ THERMO- PLASTIC EDGE, ELECTRIC STANARD RANGE DV6ACS.2448L04E1 SWITCH: STS SIMPLE UP/DOWN TOUCH TOP FINISH: 98 STUDIO WHITE EDGE FINISH: 98 STUDIO WHITE BASE FINISH: SNA SATIN ALUMINUM CABLE TROUGH: N NONE POWER ACCESS CUTOUT: NC NO CUTOUT GLIDES: 57	1033 BUSINESS LOUNGE	3	3	
HM2	EVERYWHERE FLIP-TOP RECTANGULAR TABLE; SQUARE EDGE, 24"D X 60"W, HIGH- PRESSURE LAMINATE TOP/ THERMO- PLASTIC EDGE, T-LEG DT5AS.2460LT TOP FINISH: 98 STUDIO WHITE EDGE FINISH: 98 STUDIO WHITE LEG FINISH: SNA SATIN ALUMINUM CASTERS/GLIDES: 20 CASTERS	1039 CLASSROOM 1 1040 CLASSROOM 2	8 8	16	
HM3	TU METAL; MOBILE PEDESTAL, BAR- PULL, PAINTED METAL FRONT, 24"D, BOX/BOX/FILE LK11D.24.BBF SLIDES: SR 3/4-EXTENSION ROLLER SLIDES SURFACE FINISH: 98 STUDIO WHITE LOCK: KA KEYED ALIKE PULL FINISH: SNA SATIN ALUMINUM DRAWER INTERIOR: NN NONE HANDLE: H1 HAND GRIP ONLY	1037 TELEHEALTH	1	1	
HM4	EVERYWHERE RECTANGULAR TABLE; SQUARE EDGE, 30"D X 60"W, HIGH- PRESSURE LAMINATE TOP/ THERMOPLASTIC EDGE, POST LEG DT1AS.3060LP TOP FINISH: 98 STUDIO WHITE EDGE FINISH: 98 STUDIO WHITE LEG FINISH: SNA SATIN ALUMINUM CASTERS/GLIDES: 57 GLIDES GROMMENTS: NTG NO GROMMET	1034 FLEX 1035 FLEX 1037 TELEHEALTH 1038 TELEHEALTH	1 1 1 1	4	 NO CASTERS

Waupaca Recreation Center Expansion
City of Waupaca | Waupaca, WI
Comm. No. 24WACA01.00

FURNITURE
 February 27, 2026

KIMBALL					
ITEM NO.	DESCRIPTION	LOCATION	QTY.	TOTAL QTY.	IMAGE/COMMENTS
KB1	STRASSA; WORK TABLE, 42"D X 96"W X 29"H, NO MODESTY, DESK HEIGHT, HIGH-PRESSURE LAMINATE 86N429629WKN1L RIM PROFILE: VYO MONTEREY GROMMET: CUT-G23LR CUTOUT- G23, LEFT & RIGHT END PANEL GROMMET: X NONE TOP LAMINATE GROUP: STD STANDARD LAMINATE COLOR: YO MONTEREY CHASSIS LAMINATE COLOR: YO MONTEREY	1033 BUSINESS LOUNGE	1	1	
KB2	ACCESSORIES, POWER GROMMET, CUT-G23, SILVER NACG23ELS	1033 BUSINESS LOUNGE	2	2	TO BE USED WITH STRASSA TABLE
KB3	FOOTINGS, SOFT RECTANGULAR TABLE TOP, 24"D X 48"W, HIGH-PRESSURE LAMINATE 83N2448SRTL RIM PROFILE: 488 FROSTY WHITE GROMMET: X NO GROMMET LAMINATE GROUP: STD STANDARD LAMINATE COLOR: 488 FROSTY WHITE	1033 BUSINESS LOUNGE	2	2	
KB4	FOOTINGS, TABLE Y BASE KIT, 24"D X 38"W X 28"H CBV243828YBKP COLUMN PAINT COLOR: 501 PLATINUM METALLIC FOOT PAINT COLOR: 501 PLATINUM METALLIC	1033 BUSINESS LOUNGE	2	2	BASE TO FOOTINGS TOP
KB5	DOCK; ROUND TABLE TOP, 48"DIA, HIGH-PRESSURE LAMINATE 74K48DL RIM PROFILE: P 488 FROSTY WHITE GROMMET: X NO GROMMET LAMINATE GROUP: STD STANDARD LAMINATE COLOR: 488 FROSTY WHITE	1036 FLEX	1	1	
KB6	DOCK; BLADE X BASE, WORK SURFACE HEIGHT; 32"D X 32"W X 28"H, PAINT 74K3228CFX COLUMN PAINT COLOR: 501 PLATINUM METALLIC FOOT/BRIDGE COLOR: 501 PLATINUM METALLIC	1036 FLEX	1	1	BASE TO DOCK TOP

KIMBALL CONTINUED					
ITEM NO.	DESCRIPTION	LOCATION	QTY.	TOTAL QTY.	IMAGE/COMMENTS
KB7	MYRIAD; FLOATING TOP, CONSOLE TABLE, 18"D X 50"W X 28.5"H, LAMINATE 91NC1850CSL LAMINATE COLOR: YO MONTEREY METAL COLOR: 501 PLATINUM METALLIC	1033 BUSINESS LOUNGE	1	1	

Waupaca Recreation Center Expansion
 City of Waupaca | Waupaca, WI
 Comm. No. 24WACA01.00

FURNITURE
 February 25, 2026

PALLISER					
ITEM NO.	DESCRIPTION	LOCATION	QTY.	TOTAL QTY.	IMAGE/COMMENTS
PL1	PALLISER; SOREN FLARED ARM RECLINING CHAIR, POLYURETHANE/SILICONE UPHOSTERY: TANNER; COLOR: NICKEL LEG FINISH: BLACK ASH	1038 TELEHEALTH	1	1	REPRESENTATIVE: ADAM BEYDA Abeyda@DreamSeat.net P: 631-656-1066 Ext. 3355 

Waupaca Recreation Center Expansion
City of Waupaca | Waupaca, WI
Comm. No. 24WACA01.00

FURNITURE
 February 25, 2026

SIT ON IT					
ITEM NO.	DESCRIPTION	LOCATION	QTY.	TOTAL QTY.	IMAGE/COMMENTS
SO1	<p>COTTON; LOWBACK CLUB CHAIR, ARMLESS 2070.BH3.FS33.CN1</p> <p>BASE: CH7 FREE SWIVEL, FIXED HEIGHT 4-STAR WOOD BASE FINISHES: BF15 MANITOBA GLIDES: GL1 STANDARD MULTI-SURFACE MATERIAL: UMO NO MOISTURE BARRIER FABRIC: DESIGNTEX; EASE, 8130-452 PUMPKIN PACKAGING: P1 FULLY ASSEMBLED</p>	1033 BUSINESS LOUNGE	2	2	
SO2	<p>OZMO; LIGHT TASK CHAIR, MIDBACK , UPHOLSTERED SEAT, MESH BACK, BALANCE TILT MECHANISM, FIXED ARMS 1083.US.MB.BT.AR2</p> <p>FRAME COLOR: FC11 GRAPHITE BASE STYLE: BT1 5-STAR NYLON BASE COLOR: BC2 GRAPHITE CASTERS: CS6 HARD FLOOR AND CARPET CASTERS MESH COLOR: MC6 NICKEL SEAT TEXTILE: VG4 VINYL GRADE 4; SITONIT; SILI-TEX LEATHER, COLOR: CHARCOAL PACKAGING: UC BACK ATTACHED TO SEAT, BASE SEPERATE</p>	1030 AV STUDIO 1033 BUSINESS LOUNGE 1034 FLEX 1035 FLEX 1036 FLEX 1037 TELEHEALTH 1038 TELEHEALTH	5 4 1 1 3 1 1	16	
SO3	<p>BAJA; 4-LEG MULTIPURPOSE CHAIR, UPHOLSTERED SEAT, UPHOLSTERED BACK, ARMLESS 1171.FT1.US.UB.ARO</p> <p>FRAME FINISH: FC2 SILVER GLIDE SELECTION: GL1 STANDARD MULTI-SURFACE GLIDES SHELL COLOR: SC21 ARCTIC VINYL SELECTION: GRADE 10; DESIGNTEX; SILICONE REVEAL 3076-402, COLOR: CANAL</p>	1033 BUSINESS LOUNGE	10	10	
SO4	<p>RIO; MULTIPURPOSE 4-LEG CHAIR, PLASTIC BACK, UPHOLSTERED SEAT, ARMLESS 1051.FT1.US.A0</p> <p>FRAME FINISH: FC2 SILVER CASTERS: C12 HARD FLOOR AND CARPET SHELL COLOR: SC21 ARCTIC SEAT MATERIAL: VG2 VINYL GRADE 2; SIT ON IT, ELEMENT, COLOR: ANTIGUA PACKAGING: AC FULLY ASSEMBLED IN A CARTON</p>	1039 CLASSROOM 1 1040 CLASSROOM 2	16 16	32	

SIT ON IT CONTINUED					
SO5	UNI; RECTANGULAR LAPTOP TABLE 3260.TT9 BASE COLOR: SILVER LAMINATE TABLE TOP: TL16 FROSTY WHITE PACKAING: P3 FINAL ASSEMBLY REQUIRED	1033 BUSINESS LOUNGE	2	2	
SO6	PARALLON; ROUND OCCASIONAL TABLE, X-BASE, 24"DIA, NO POWER 3271.TBT4.TR.2424 TABLETOP FINISH: GR2 GRADE 2 TL16 FROSTY WHITE EDGE: TE5 FLAT EDGE BASE FINISH: BF01 SILVER COLUMN HEIGHT: TH20 20" FEET: LS18 GLIDES	1038 TELEHEALTH	1	1	

Waupaca Recreation Center Expansion
 City of Waupaca | Waupaca, WI
 Comm. No. 24WACA01.00

FURNITURE
 February 27, 2026

SPEC					
ITEM NO.	DESCRIPTION	LOCATION	QTY.	TOTAL QTY.	IMAGE/COMMENTS
SP1	<p>CREDENZA; 29" HIGH, 72"W, FOUR DOORS, ONE ADJUSTABLE SHELF CR247229-4D</p> <p>TOP LAMINATE: FORMICA; 7747-58 PENCIL WOOD</p> <p>EDGE: SE SELF EDGE</p> <p>BODY LAMINATE: FORMICA; 7747-58 PENCIL WOOD</p> <p>DOOR LAMINATE: WILSONART; 1573-60 FROSTY WHITE</p> <p>BASE: 1" X 1" SQUARE STEEL TUBE BASE BASE FINISH: SILVER EDGE HANDLE: SILVER CABINET INTERIOR: WHITE MELAMINE NOTES: CUTOUTS IN BACK INTERIOR OF CABINET FOR POWER CABLES. LOCKING DOORS</p>	1039 CLASSROOM 1	1	1	

Waupaca Recreation Center Expansion
City of Waupaca | Waupaca, WI
Comm. No. 24WACA01.00

FURNITURE
 February 9, 2026

SURFACEWORKS					
ITEM NO.	DESCRIPTION	LOCATION	QTY.	TOTAL QTY.	IMAGE/COMMENTS
SW1	DEWEY HELPDESK MG, SEATED HT, 30X60, FIXED HT, SMALL CAB-L/LARG CAB-R RLSH3060FHMG TOP SURFACE: LAMINATE L623 DOVER WHITE URETHANE EDGE COLOR: L623 DOVER WHITE MODESTY PANEL: LAMINATE L623 DOVER WHITE LEG FINISH: P431 METALLIC SILVER CABINET CASE FINISH: LAMINATE L623 DOVER WHITE CABINET DOOR FINISH: LAMINATE L188 CHATEAU VEER LEG FOOT OPTION: CS CASTERS (LOCKING) MHO POWER/DATA UNIT CONFIGURATION: PU 2 POWER/2 OPEN PULL FINISH: P431 SILVER	1033 BUSINESS LOUNGE	1	1	

Waupaca Recreation Center Expansion
 City of Waupaca | Waupaca, WI
 Comm. No. 24WACA01.00

FURNITURE
 February 25, 2026

TRANSFORMATIONS					
ITEM NO.	DESCRIPTION	LOCATION	QTY.	TOTAL QTY.	IMAGE/COMMENTS
TF1	KENDRIK; SINGLE SEAT ARMLESS UNIT KR-S1 FOOT STYLE: PG40 UPHOLSTERY: DESIGNTEX; SILICONE ELEMENT, 3919-807 ROLLING STONE GANGING BRACKETS: QUANTITY TO CREATE 5-SEAT SOFA	1033 BUSINESS LOUNGE	5	5	
TF2	BENCHMARK; 24" ROUND OTTOMAN WITH UPHOLSTERED TOP BK24R-UPH FOOT STYLE: TC26 LOCKABLE CASTER UPHOLSTERY: CONCERTEX, PASCAL, COLOR: HARBOR	1033 BUSINESS LOUNGE	2	3	 UPHOLSTERED TOP

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Recycle non-hazardous demolition and construction waste.
- B. Salvage non-hazardous demolition and construction waste.
- C. Dispose of non-hazardous demolition and construction waste.

1.02 RELATED WORK

- A. The requirements of this section are intended to supplement the requirements of other sections of this specification.
 - 1. Where the same requirements are covered in more than one section, the more restrictive requirement shall apply.
 - 2. Where requirements are in conflict with one another, the requirements of this section shall apply.

1.03 SUMMARY

- A. Vendor shall remove all waste, packaging, etc involved with their scope of work.
- B. Provide for the management of waste and require all subcontractors, vendors, and suppliers to participate in that effort. Waste shall include, but not be limited to, products of demolition or removal, excess or unusable construction materials and packaging materials for construction process but not incorporated in the work. In the management of waste, consideration shall be given to the availability of viable markets; the condition of the material; the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. Implement any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to the Contractor. Firms and facilities used for recycling, reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations.

- B. Practice efficient waste management when sizing, cutting, and installing products and materials.
- C. Use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or use.

1.05 PERFORMANCE REQUIREMENTS

- A. Salvage/Recycle Requirements: The Owner's intent is to salvage and recycle as much non-hazardous demolition and construction waste as possible including the following materials:
 - 1. The following waste categories, at a minimum, shall be diverted from landfill/incineration:
 - a. Wood products, including pallets
 - b. Metals
 - c. Paint
 - d. Plastics
 - e. Cardboard, paper, packaging
 - f. Field office waste, including office paper, aluminum cans, plastic bottles, etc.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 COLLECTION

- A. Provide the necessary containers, bins and storage areas to facilitate effective waste management and recycling. Said containers, bins, and storage areas shall be clearly and appropriately identified. Recyclable materials shall be handled in a manner that prevents contamination of materials from incompatible products and materials and shall be separated by one of the following methods:
 - 1. Source Separated Method:
 - a. Waste products and materials that are recyclable shall be separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing.
 - 2. Co-Mingled Method:
 - a. Waste products and recyclable materials shall be placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed.
 - 3. Other Methods:
 - a. Other methods may be used when approved by the Owner's Representative.

3.02 DISPOSAL

- A. Except as otherwise specified in other sections of the specifications, disposal shall be in accordance with the following:
 - 1. Reuse:
 - a. First consideration shall be given to salvage for reuse. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.

2. Recycle:
 - a. Waste materials not suitable for reuse, but having value as being recyclable, shall be made available for recycling. This requirement shall not be waived without the consent of the Architect.

3. Waste:
 - a. Materials with no practical use or economic benefit shall be disposed of in a safe and acceptable manner at a landfill or incinerator.
 - b. Provide a container for waste materials.
 - c. Hazardous waste shall be separated, stored and disposed of according to authorities having jurisdiction.

4. Methods of waste disposal that shall not be incorporated include, but are not limited to; burning or burying on the project site, or illegal dumping on any site.
