

**CITY OF KENOSHA, WISCONSIN  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS  
KENOSHA, WISCONSIN**

**INVITATION FOR BIDS TO  
RAZE BUILDING STRUCTURE FORMERLY BAIN SCHOOL AND RESTORE LOT  
AT 2210 - 52ND STREET**

**WITH INSTRUCTIONS TO BIDDERS**

**PROJECT NO. 24-17**

ISSUED : Tuesday November 14, 2017

The City of Kenosha, Wisconsin is seeking competitive Bids for the razing and lot restoration of the former Bain School from experienced and qualified raze and excavating Contractors, subject to the following procedures and requirements:

**DEADLINE. Thursday December 7, 2017 at 2:30 P.M.**

**CITY OF KENOSHA OFFICE WHERE FILED.** Department of Finance Office, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

**FORM.** Bids are to be submitted sealed, all on City forms, legible, fully complete in all respects and accurate, showing project title, deadline date and time on the outside of the sealed bid. **City reserves the right to reject any Incomplete bid submittal.**

**FOR MORE INFORMATION.** Call Zohrab Khaligian, Community Development and Inspections at (262) 653-4041.

**STRUCTURE TO BE RAZED.**

**Address :** 2210 – 52ND STREET, KENOSHA, WI. 53140  
**Tax Parcel No:** 09-222-36-183-002  
**Description:** Two (2) story, brick, former elementary school consisting of approximately 45,565 square feet with basement and attic. A photograph of the structure and location map is included in the solicitation packet.

**NATURE OF WORK.** This project is funded, whole, or in part with Federal Section 108 Loan Guarantee Funds (CDBG Funds) and is subject to applicable Federal Procurement Standards. City shall utilize the Sealed Bid Procedure with Formal Advertising. Procedure with selection of successful bidder being made principally on cost.

**ASBESTOS.** Any Category I or II Asbestos Containing Material (A.C.M.) and Regulated Asbestos Containing Materials (R.A.C.M.) has been previously removed and is not part of WORK.

**CONTRACT REQUIRED.** The Contractor selected to perform the WORK will be required to execute a Contract and related documents on City forms as a condition of performing the WORK. A copy of the Contract is available in the City Attorney's Office, 625-52nd Street, Room 201. The provisions of the Contract shall include:

1. A time limit for completion with liquidated damages of Two Hundred Dollars (\$200.00) per day for delay where a time extension was not granted.
2. A Bid Bond equaling five-percent (5%) of the amount of the Contract.
3. Performance and Payment Bond in the full amount of the Contract.
4. Insurance from a company licensed to do business in the State of Wisconsin and having a minimum AM Best Financial Strength Rating of "A" or better with the following limits:
  - a. **Commercial General Liability**  
\$1,000,000.00 Each Occurrence  
\$2,000,000.00  
Aggregate
  - b. **Automobile Liability (owned, non-owned, leased)**  
Combined Single Limit - \$ 1,000,000.00
  - c. **Pollution Legal Liability**  
\$2,000,000.00 Each loss where environmental processes and/or dumping/disposal in a Federal or State regulated facility is required.
  - d. **Worker's Compensation: Statutory Limits**  
Employer's Liability  
\$100,000.00 Each Accident  
\$100,000.00 Disease, Each Employee  
\$500,000.00 Disease, Policy Limit
  - e. **Umbrella Liability**  
\$5,000,000.00 over the primary insurance coverages listed above.
  - f. **Certificate of Insurance**  
The insurance coverage listed above shall be verified by a Certificate of Insurance issued to the City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing insurer will mail within thirty (30) days, written notice to the Certificate Holder.
  - g. **Additional Insured**  
The City of Kenosha shall be named as an additional insured with respect to coverage.
  - h. Insurance Compliance. Each of the insurance limits listed above must be met. The City reserves the right to reject any Bid which does not meet each of the insurance limits listed above.

5. Release/waiver of liens.
6. Obtaining City Raze Permit; Street Opening/Occupying Permit Application (where applicable); and Erosion Control Permit.
- 7.. Utility locations, clearances, hookups or cutoffs.
8. Removal of building materials and lot restoration.

**DEBARRED, SUSPENDED AND INELIGIBLE CONTRACTORS.** Contractors or Subcontractors may not be listed as debarred or suspended on the System for Award Management (SAMS).

**SECTION 3.** All Contractors or Subcontractors that receive Contracts in excess of \$100,000.00 are required to comply with requirements of Section 3 included herein.

**EQUAL OPPORTUNITY.** Compliance with the Civil Rights Act and other equal opportunity laws is required.

**MINIMUM WAGE.** The Contractor selected to perform WORK is required to adhere to all applicable Federal Labor Standards Provisions and shall pay no less than the prevailing wage rates contained in the U.S. Department of Housing and Development's most current General Decision.

**INSPECTION AND REVIEW OF SITE AND CITY DATA** Each Bidder or potential Contractor has an obligation to inspect and examine the site upon which the WORK will be performed, to assess site conditions, to confirm any Environmental data, review any City-furnished information and to receive clarifications from City staff.

The City will open the building structure on Tuesday November 21, 2017. Structure shall remain open from 1 :00 P.M. to 2:00 P.M. to give potential Contractors an opportunity to inspect the building, site and to receive clarifications. The City of Kenosha will not accept bids from any Contractor who has not inspected the site as evidenced by their signature on the sign-in sheet.

**LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000.00) AND DUMPING/DISPOSAL SITES.** Potential Contractors submitting a bid shall list all Subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites. Where Federal or State law requires certain regulated materials to be deposited in Federal or State licensed/permitted sites, then such sites shall be used and their License/Permit Number noted.

**ENVIRONMENTAL MATTERS.** Where the WORK requires environmental processes, or dumping or disposal in a Federal or State regulated facility, Bidder may propose alternate methods of doing the WORK with the cost of each alternative to be separately noted.

**SPECIFICATIONS AND SPECIAL CONDITIONS.** Specifications and Special Conditions for the WORK are attached and will be included in the Contract.

**AWARD OF CONTRACT.** The City, in making its determination, shall proceed with the lowest and responsive bid..

**COMMENCEMENT AND DILIGENT PROGRESS OF WORK** The Contractor selected to perform the WORK will conduct the WORK diligently until fully complete in accordance with requirements of the Contract. The time schedule for obtaining a Raze Permit and time of performance is stated in the Specifications and Special Conditions.

**EXECUTION OF DOCUMENTS.** The documents which are required to be executed by the potential contractors submitting the bid and shall be executed as follows:

1. Corporations. By the President and one (1) other officer, preferably the Secretary.
2. Limited Liability Companies. By a Member, if member managed or the Manager if manager managed.
3. Partnerships. By each general partner, unless partnership agreement provides otherwise.
4. Sole Proprietors. By each named individual.

Any exception to the above must be approved by the City Attorney who may require such documents as may be necessary to consider an exception.

**DOCUMENTS TO BE SUBMITTED.** Potential contractors submitting a bid shall submit the following documents, on City forms, in the course of assimilating a Bid.

1. Bid.
2. Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Bid.
3. Bid Bond, in amount of five percent (5%) of total Contract.
4. Assurances of Performance and Payment sureties
5. List of subcontractors and major suppliers (including dumping site with DNR Permit Number, if any).

Specifications and Special Conditions for WORK site follow.



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RAZE BUILDING STRUCTURE FORMERLY BAIN SCHOOL AND RESTORE LOT  
AT 2210 -52ND STREET**

**SPECIFICATIONS AND CONDITIONS**

**PROJECT NO. 24-17**

**WORK TO BE PERFORMED.**

1. Obtain all necessary permits from the Department of Community Development and Inspections and Department of Public Works.
2. Install six (6) foot high chain link fencing around site.
3. Remove and deliver building elements described in Exhibit "A" to City Street Division Garage, 6415 -35<sup>th</sup> Avenue as an alternate bid per Exhibit "B".
4. Raze and remove all debris from entire structure including basement walls and floors.
5. Remove any concrete walkways surrounding the structure.
6. DO NOT remove asphalt parking lot and public concrete sidewalks with the exception of trenching to remove all sewer and water laterals (and abandoned gas line) and cap at curb.
7. DO NOT remove underground tank located in northwest section of parking lot as shown per Exhibit "C"
8. Restore site, including utility trenches, using materials, compaction requirements and grading per Exhibit "D".

The above tasks are hereafter referred to as "WORK"

**Any Category I or II Asbestos Containing Materials (A.C.M.) and Regulated Asbestos Containing Materials (R.A.C.M.) has been previously removed and not part of WORK.**

**EQUIPMENT AND MATERIAL STORAGE.**

Any use of any adjacent parcel of land and / or public right-of-way for the staging of equipment and materials is prohibited unless specifically permitted by the Director of Community Development and Inspections and Director of Public Works or their designees. A street right-of-way may not be used for such purposes without the Contractor obtaining a Street Opening / Occupancy Permit from the Department of Public Works.

**TIME SCHEDULE FOR OBTAINING A RAZE PERMIT.**

The Contractor has fifteen (15) days from the date of the Notice to Proceed by the City to obtain the requisite Raze Permit.

Time lost and the cost encountered by the Contractor due to the lack of coordination with the City or Subcontractor(s) working on the project site shall not be a justification for extra compensation or time extension(s).

## **TIME OF PERFORMANCE.**

The Effective Date of the Contract shall be the date that the Contract is fully executed. WORK shall commence and deadlines computed from the date that the City provides the Contractor with the Notice to Proceed. The Contractor shall conduct the WORK diligently until fully complete in accordance with the Contract. The restoration of the lot shall be completed within forty-five (45) days of the commencement date.

For purposes of these specifications, WORK is defined as the razing of the building structure and restoring the lot included in the itemized list of tasks as set forth in the WORK to be completed section. The Contractor shall furnish sufficient labor, materials, consumables, equipment, and supervision according to the time schedule. Rough grade and erosion control measures shall be completed as soon as possible to prevent erosion control issues. Should weather or other circumstances prohibit erosion control measures, the Contractor shall perform the requisite work at such a time as directed by the City.

## **UTILITY SERVICES.**

Prior to obtaining a Raze Permit, the Contractor shall locate, disconnect and cap all sanitary sewer, storm sewer and water laterals at curb, all in accordance with Chapter 32 of the Code of General Ordinances. The City has disconnected gas and electrical power and has removed power lines from the structure to be razed. The Contractor shall locate and remove abandoned gas line.

## **FOUNDATION AND CONCRETE REMOVAL.**

The foundation and floors shall be completely removed. All concrete and /or gravel on the premises except for City public sidewalks shall be removed. The Contractor must contact the Department of Community Development and Inspections for an inspection of the excavation before any back filling begins on site.

## **DAMAGE OR THEFT.**

The City does not assume any responsibility to protect any building or the contents including, but not limited to, salvageable furnishings, fixtures, or attachments of whatever kind or nature so as to permit salvage prior to the time of razing. The City shall not be liable to the Contractor for any loss, destruction, theft or removal of any property from the premises nor shall the Contractor be entitled to any allowance or other claim should any of the said acts occur.

**FILL DIRT AND FINAL GRADING.**

The Contractor shall restore the site, including utility trenches, using materials, compaction requirements and grading specified in Exhibit "D". A description and the original source of fill material will be required. Please note that soil testing will be required if the source is not from a historically clean site. The Contractor shall not assume that fill material will be available from the Department of Public Works or Kenosha Water Utility. No price based upon these assumptions shall be provided and practice to do so will cause rejection of the bid.

The rough grading plan shall be approved by the City's Erosion Control Inspector.

**EROSION CONTROL.**

The Contractor shall be responsible for obtaining an Erosion Control Permit and for complying with the Land-Disturbing Erosion and Sediment Control Ordinance as set forth in the City's Chapter XXXIII of the Code of General Ordinances.

**DEMOLITION TECHNIQUES.**

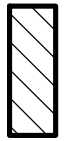
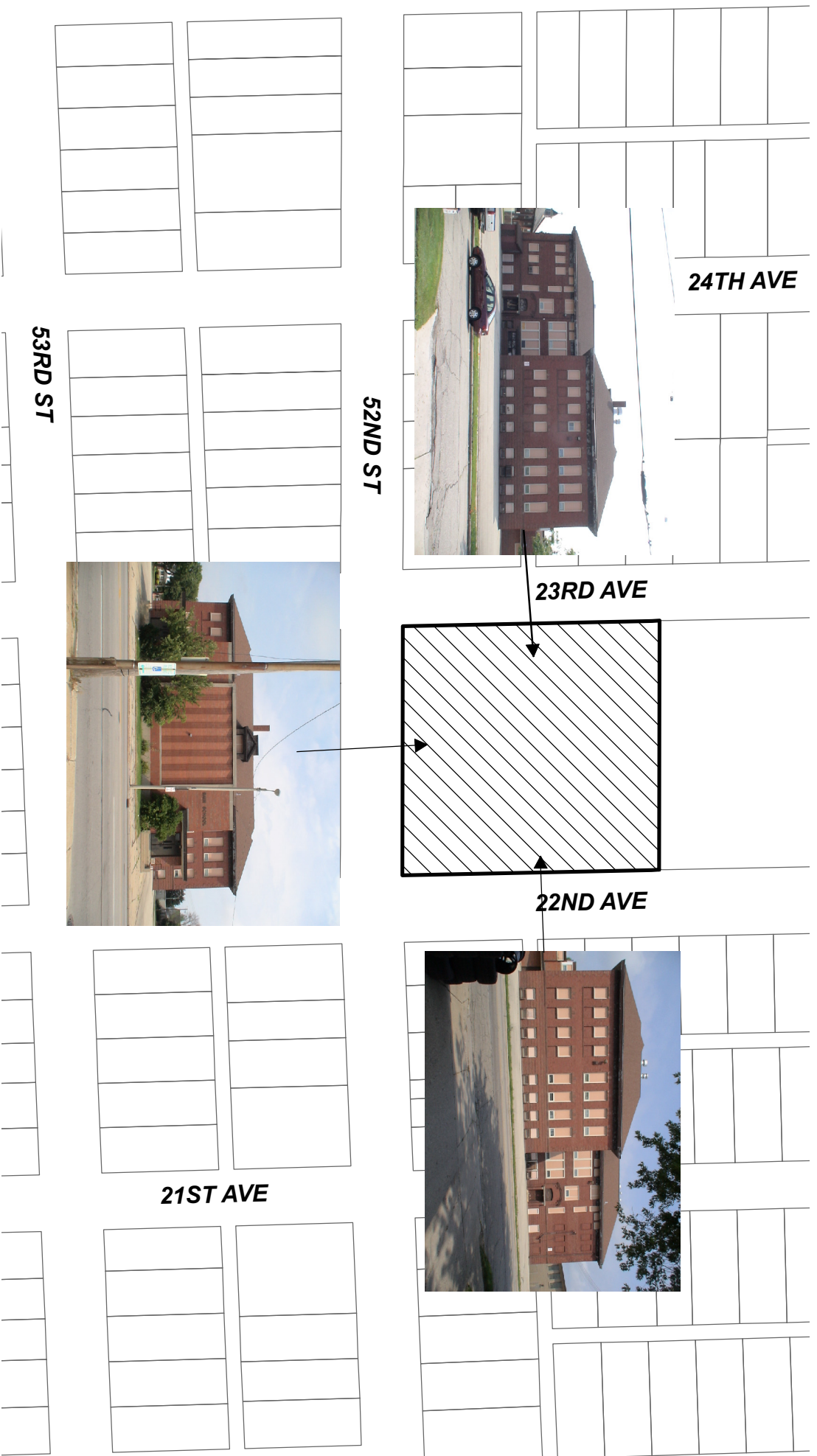
The WORK shall be performed in accordance with accepted demolition techniques of the National Association of Demolition Contractors, incorporated here by reference.

During the demolition, the Contractor shall sort metals for recycling. The consolidation process will reduce the building to a size that can effectively fit in demolition trailers. Water shall be used as a dust suppressant whenever practicable.

**BLASTING PROHIBITED.**

Work to not be performed through blasting with explosives.

# General Location Map



Subject Property: 2210 52nd Street  
PIN: 09-222-36-183-002



## EXHIBIT “A”

The following items should be salvaged and returned to the Owner as part of the demolition of the Bain School Facility. All items should be palletized to the greatest extent possible and transported to a facility as designated by the Owner within the City of Kenosha.

Care should be taken during the dismantling, palletizing and transport of these items so as not to incur any further damage to the salvaged architectural items.

**Item 1:** Face brick from the original Bain School (not the 1953 addition)- cleaned of mortar, stacked on pallets and transported to the City’s storage facility. Approximately 500 bricks per pallet.

**Item 2:** The cut limestone entry overhang and pier capitals from BOTH the East and West Entry.





**Item 3:** The red sandstone cornice molding above the entries on both the East and West entries.



**Item 4:** The date stone for the Edward Bain School at the intersection of the 1953 addition and the original facility.





**Item 5:** The 1953 cornerstone and the time capsule behind it. It is believed that a time capsule was buried behind the 1953 cornerstone. It should be salvaged UNOPENED and returned to Owner.





**Item 6:** The 1953 Bain School lettering. Mounting studs should be extracted from the brick wall and mortar joints to the extent possible.



**Item 7:** The continuous precast frame on the south side of the building. All 4 pieces.





**Item 8:** Column Capital on both sides of the date stone.



**Item 9:** Wood rail on third floor (attic level) wall to wall. Remove electrical conduit that is currently run through the base of the rail.



**Item 10:** Forty linear feet of truss beams in the attic structure on the south side of the original building (Two – Twenty foot beams are sufficient)

## EXHIBIT "B"

1. Face Brick (approximately 500 brick per pallet)  
Cost per pallet (3-10 pallets) \$ \_\_\_\_\_
  
2. The cut limestone entry overhang and pier capitals  
East Side \$ \_\_\_\_\_  
West Side \$ \_\_\_\_\_
  
3. The red sandstone cornice molding above the entries  
East Side \$ \_\_\_\_\_  
West Side \$ \_\_\_\_\_
  
4. The date stone \$ \_\_\_\_\_
  
5. The 1953 cornerstone and the time capsule behind it \$ \_\_\_\_\_
  
6. The 1953 Bain School lettering \$ \_\_\_\_\_
  
7. The continuous precast frame on the south side of the building \$ \_\_\_\_\_
  
8. Column Capital on both sides of the date stone \$ \_\_\_\_\_
  
9. Wood rail \$ \_\_\_\_\_
  
10. Forty linear feet of truss beams in the attic structure \$ \_\_\_\_\_

Transfer the Sum of Items 1-10 to Bid Sheet as Add-Alternate.



23<sup>RD</sup> AVENUE

-NEW FRAME AND GRATE.  
-REBUILD TOP OF CATCH BASIN TO ACCENT  
FRAME AND GRATE.  
-CLEAN OUT DRAIN LINE FOR FLOW.  
-RAISE BOTTOM BRACE ACCORDINGLY  
TO ACCOMMODATE SLOPE TO DRAIN.

REUSE EXISTING GRATE AND FRAME.  
CLEAN BASIN, PROVIDE FLOW.

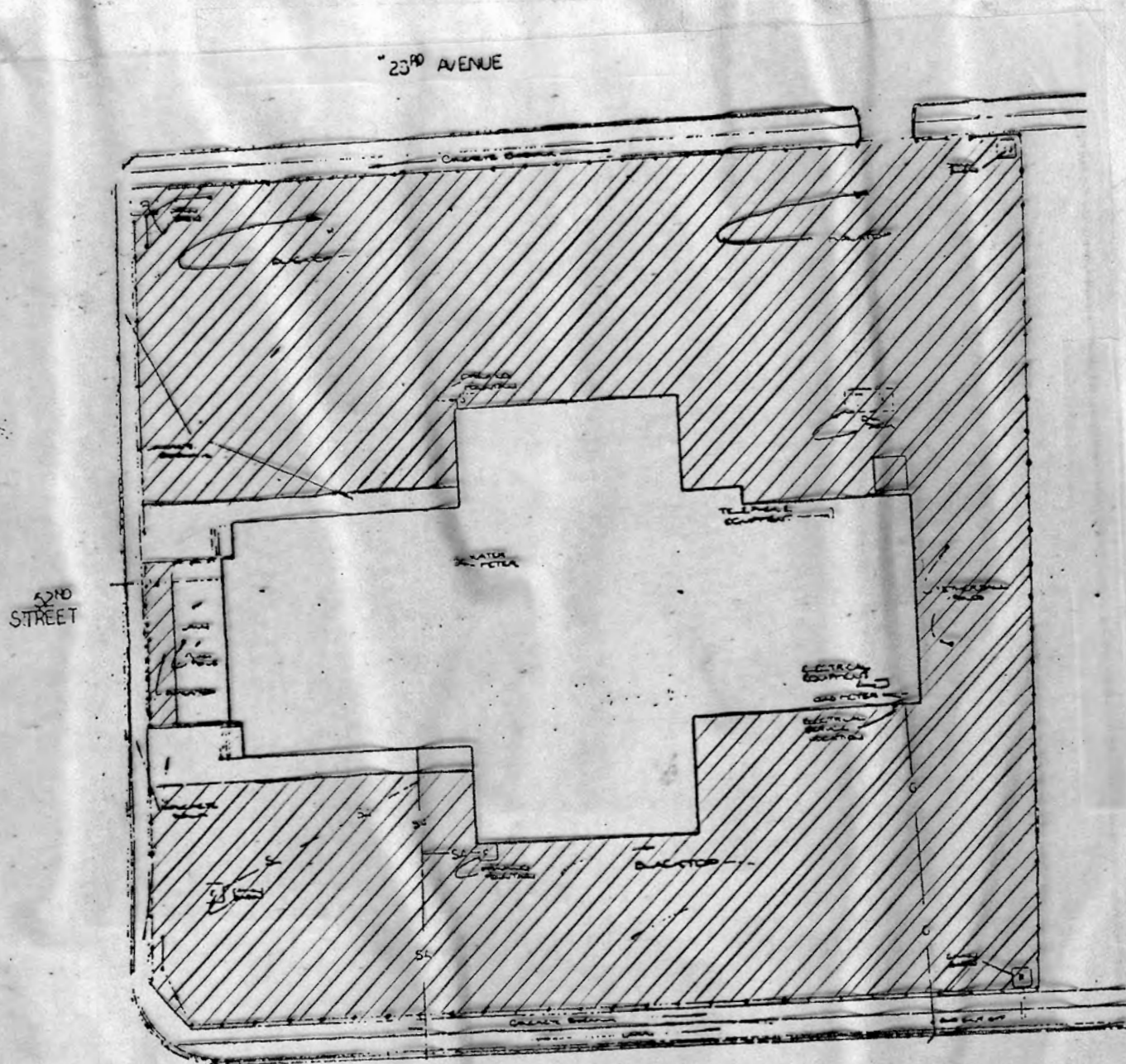
NOTE: PAVE TO SIDEWALK, INCLUDING AROUND FENCE POSTS.  
-REMOVE ANY OLD POST BASE.  
-REMOVE WINDOW GUARDS FOR PAVING TO BUILDING  
WHEN NECESSARY.

52<sup>ND</sup> STREET

NORTH

LEGEND

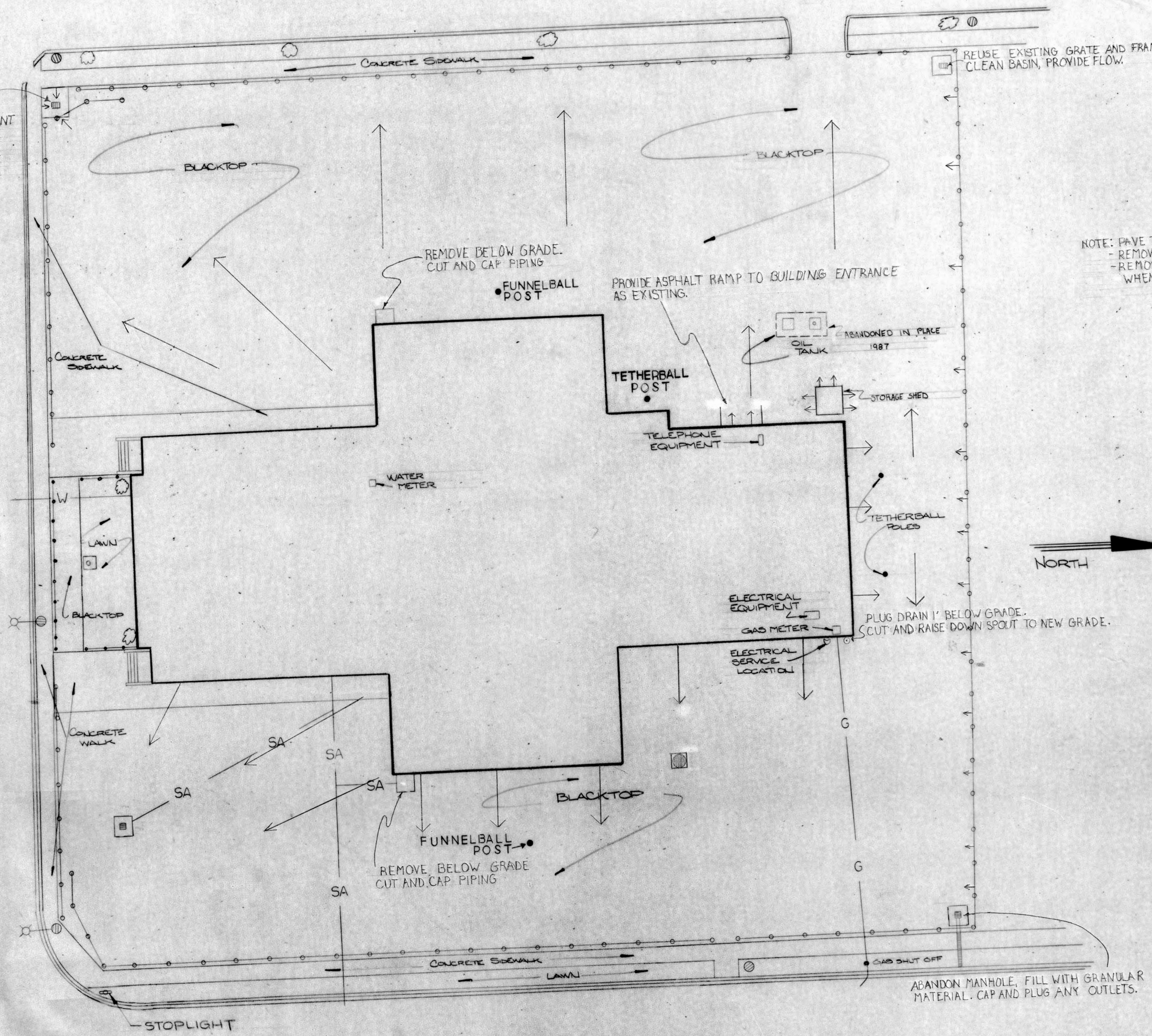
- W WATER
- G GAS
- SA SANITARY SEWER
- FENCING
- GUARD RAIL
- CATCH BASIN
- S STORM SEWER
- MH MANHOLE
- CONCRETE POLE W/ LIGHT
- WOODEN POLE
- PH FIRE HYDRANT
- POST
- FLAGPOLE
- BASKETBALL BACKSTOP
- HANDICAP RAMP



AREA OF WORK

BAIN SITE PLAN  
SCALE: N.T.S.

SITE DEVELOPMENT  
SCALE 1"=20'-0"



22<sup>ND</sup> AVENUE

C-1

SITE PLAN  
BAIN ELEMENTARY SCHOOL

DATE 8/83	KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 DEPARTMENT OF BUILDING SERVICES KENOSHA WISCONSIN	DWG. NO. 1037
DRY BY DR		SHEET 1 OF 1
SCALE AS SHOWN		

MASTER



# EXHIBIT "D"

## REQUIRED FILL & COMPACTION SPECIFICATIONS

### PART 1 - GENERAL

#### 1.1 RELATED WORK

- A. Provisions of Division 01 shall govern work under this Section.

#### 1.2 SUMMARY

- A. This Section includes:
  - 1. Backfilling for buildings and structures.
  - 2. Excavating and backfilling of utility trenches.

#### 1.3 DEFINITIONS

- A. OWNER: City of Kenosha
- B. Backfill: Soil material or controlled low-strength material used to fill an excavation.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above sub-grade elevations and to lines and dimensions indicated.
  - 1. Unauthorized Excavation: Excavation below sub-grade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Sub-grade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below sub-base, drainage fill, or topsoil materials.
- H. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.4 SUBMITTALS

- A. Product Data: For controlled low-strength material, including design mixture.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.

## 1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Testing agency qualified according to ASTM E 329 to conduct soil materials testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. Post Demolition/Pre-backfilling Conference: Conduct conference at Project Site to comply with requirements in this section.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Drainage Fill: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolitions and earthwork operations.
- B. Protect and maintain erosion and sedimentation controls during earthwork operations.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared sub-grades, and from flooding Project Site and surrounding area.



- B. Protect sub-grades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

#### SUBGRADE INSPECTION

3.3

- A. Notify Geotechnical Engineer and City Engineer when demolition has reached required subgrade.
- B. If Geotechnical Engineer and City Engineer determine unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed. Replacement of over excavated soils will be as indicated in Specifications.
- C. Proof-roll sub-grade below building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof- roll wet or saturated sub-grades
  - 1. Completely proof-roll sub-grade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a loaded 10-wheel tandem-axle dump-truck weighing not less than 15 tons.
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by City Engineer, and replace with compacted backfill or fill as directed by the Geotechnical Engineer as approved by City Engineer.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by City Engineer, without additional compensation.

#### 3.4 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation.
  - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

#### 3.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow-soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.6 FILL, GENERAL

- A. Place fill, including back-fill, on sub-grades free of mud, frost, snow, or ice.

### 3.7 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  1. Construction below finish grade including, where applicable, sub-drainage, damp proofing, waterproofing, and perimeter insulation.
  2. Surveying locations of underground utilities for Record Documents.
  3. Testing and inspecting underground utilities.
  4. Removing concrete structures, as well as trash and debris.
  5. Removing temporary shoring and bracing, and sheeting.
  6. Installing permanent or temporary horizontal bracing on horizontally supported walls.

### 3.8 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated on Drawings. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Backfill trenches excavated under footings, up to 18 inches below bottom of footings, with satisfactory soil; fill with concrete to elevation of bottom of footings.

### 3.9 SOIL FILL

- A. Place and compact initial backfill of engineered fill, free of particles larger than 1 inch in any dimension, or controlled low-strength material, to a height of 12 inches over utility pipe or conduit.
  1. Carefully compact initial engineered fill backfill under pipe haunches and compact evenly up on both sides and along full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- B. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- C. Place and compact final backfill of satisfactory soil to final sub-grade elevation.
- D. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- E. Place and compact fill material in layers to required elevations as follows:
  1. Under grass and planted areas, use satisfactory soil material.
  2. Under footings and foundations, use engineered fill.

### 3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.11 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches of existing sub-grade and each layer of backfill or fill soil material at 95 percent.

### 3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Grading Inside Building Lines: Finish sub-grade to a tolerance of 1/2-inch when tested with a 10-foot straightedge and 3/4-inch over entire excavation.

### 3.13 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.
  - 1. Allow testing agency to inspect and test sub-grades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work show compliance with requirements.
  - 2. Contractor will supply owner with daily logs of test results.
- B. Footing Sub-grade: In areas of proposed footing sub-grades, at least one test of each soil stratum will be performed to verify design bearing-capacities. Subsequent verification and approval of other footing sub-grades may be based on a visual comparison of sub-grade with tested sub-grade when approved by Engineer.

- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved and Building Slab Areas: At sub-grade and at each compacted fill and backfill layer, at least 1 test for every 2500 square foot or less of paved area or building slab, but in no case fewer than 3 tests.
  - 2. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
- D. When testing agency reports that sub-grades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

### 3.14 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to tolerances specified to where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END SECTION



**AFFIDAVIT OF ORGANIZATION AND AUTHORITY  
AND CAREFUL INSPECTION OF SITE  
AND PREPARATION OF PROPOSAL OR BID**

STATE OF \_\_\_\_\_ )

:SS.

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, on oath, deposes and says that the Bidder / Proposer on the attached Bid / Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder / Proposer, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

**CORPORATION.** The Bidder / Proposer is a corporation incorporated and existing under the laws of the State of \_\_\_\_\_, and its President is \_\_\_\_\_, its Secretary is \_\_\_\_\_.

The President is authorized to sign contracts, bids and proposals for the Company by action of its Board of Directors taken on \_\_\_\_\_, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable.]

**LIMITED LIABILITY COMPANY.** The Bidder / Proposer is a limited liability company organized and existing under the laws of the State of \_\_\_\_\_. Pursuant to its articles of organization, the Bidder / Proposer may be bound by action of its Manager/members [strike one].

**PARTNERSHIP.** The Bidder / Proposer is a partnership consisting of \_\_\_\_\_, General Partners, doing business under the name of \_\_\_\_\_.

**SOLE PROPRIETOR.** The Bidder / Proposer is an individual and, if operating under a trade name, such trade name is as follows: \_\_\_\_\_

**ADDRESS.** The business address of the Bidder / Proposer is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**STATUTORY SWORN STATEMENT.**

\_\_\_\_\_, also deposes and states that he/she has examined the Bid / Request for Proposal to raze building and restore the site Instructions to Bidders / Proposers, the Specifications and Conditions and any City furnished data, has investigated the site conditions or, in the







**BID BOND**

By \_\_\_\_\_ (Principal), And

By \_\_\_\_\_ (Surety), And

**To And For The Benefit Of:  
THE CITY OF KENOSHA, WISCONSIN**

**WHEREAS**, Principal has bid on a public construction contract in the amount of \$ \_\_\_\_\_ to be awarded by the City of Kenosha, Wisconsin, to do certain work being a part of Project No. \_\_\_\_\_; and,

**WHEREAS**, the furnishing of this Bid Bond is a condition of City of Kenosha opening and considering said bid; and,

**WHEREAS**, surety, for valuable consideration received from principal, enters into this agreement for the purpose of guaranteeing that if the bid is accepted, the bidder will execute and file the proper contract and bond within the time limited by the City of Kenosha.

**NOW, THEREFORE**, surety as of the date of execution of this agreement is held and firmly bound unto the City of Kenosha, Wisconsin, in the sum of (\$ \_\_\_\_\_) Dollars, good and lawful money of the United States of America, through a commitment of its assets and the assets of its successors and assigns to secure the full, faithful, complete and timely performance of the obligations of the principal to execute a contract and file a performance bond or other assurance in a form approved by the City Attorney. Should the principal meet said obligations, then surety's obligation under this agreement shall be void. However, should principal default upon said obligation, then surety shall pay the amount of this bond to the City of Kenosha.

**PRINCIPAL**

PRINCIPAL: \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_

[If principal is a partnership, individual partners must execute this bond.]

**SURETY**

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_

Date: \_\_\_\_\_

Examined and approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**PERFORMANCE AND PAYMENT BOND**

{ \$ \_\_\_\_\_ }

Project No. \_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_

**BY: {Principal}** \_\_\_\_\_

**To And For The Benefit Of  
The City of Kenosha, Wisconsin**

**Know All Men By These Presents, that we,**

[Company Name] \_\_\_\_\_

[Address] \_\_\_\_\_  
\_\_\_\_\_

as Principal, and \_\_\_\_\_, {Surety}, are held and firmly bound unto the City of Kenosha, Wisconsin, a municipal corporation as Obligee in the full and just sum of \_\_\_\_\_ [\$ \_\_\_\_\_], lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has entered into a written contract with the Obligee for the above project, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH**, that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the work under said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said Contract shall have a direct right of action under this Bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of City acceptance of work on said Contract, or one (1) year following expiration of any warranty or guaranty covering work and materials set forth under said Contract, whichever is longer. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

Signed and dated at Kenosha, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
{Principal}

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
{Surety}

\_\_\_\_\_  
[Witness]

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

Examined and approved as to form and execution this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
City Attorney

CITY OF KENOSHA, WISCONSIN  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS  
KENOSHA, WISCONSIN

INVITATION FOR BIDS TO  
RAZE BUILDING STRUCTURE FORMERLY BAIN SCHOOL AND LOT RESTORATION

AT 2210 - 52ND STREET

NO. 24-17

CHANGE ORDER

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_

Account Number \_\_\_\_\_

Contractor \_\_\_\_\_

Date of Common Council Action \_\_\_\_\_

CITY and CONTRACTOR agree that the above Contract is amended by (increasing) (decreasing) the amount of the Contract by \$ \_\_\_\_\_ from \$ \_\_\_\_\_ To \$ \_\_\_\_\_. This amendment shall have the effect of (increasing) (decreasing) (not changing) the date of project completion from \_\_\_\_\_ To \_\_\_\_\_.

This Change Order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



which have been previously filed or are being filed with the Affidavit.

5. Contractor has full and accurate records which clearly show the name and address of every subcontractor and material supplier used in connection with the work on the project, as well as the actual sums paid thereto. These records will be kept at Contractor's principal place of business, as evidence of compliance set forth above, and will be retained and made available for inspection for a period of at least three (3) years following the completion of this project and will not be removed from said office without prior notification to the City Clerk of the City of Kenosha.

BY: \_\_\_\_\_  
[Signature]  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:SS.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to me known to be such person holding such position and acknowledged to me that they executed the foregoing instrument by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
WILLIAM K. RICHARDSON,  
Assistant City Attorney

Required Bid and Contract Documents  
City of Kenosha Community Development Block Grant (CDBG) Program  
Public Infrastructure and Facilities Improvement Projects

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 2 Part 200.318, Equal Employment Opportunity requirements, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under the City of Kenosha's Community Development Block Grant (CDBG) program:

1. Federal Contract Provisions
2. Federal Labor Standards Provisions
3. Equal Opportunity
  - a. Equal Opportunity Clause
  - b. Standard Federal Equal Employment Opportunity Construction Contract Specifications
  - c. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
  - d. MBE/WBE Listing
4. Section 3
  - a. Section 3 Clause
  - b. Section 3 Definitions
  - c. Section 3 Fact Sheet, Business Certification & Reporting Instructions
  - d. Section 3 Contractor List
5. Required Contractor Documents
  - a. Section 3 Plan Information Sheet
  - b. Sub-Contractor Information Sheet
  - c. Section 3 Summary Report
  - d. Equal Employment Opportunity Poster
  - e. Employee Rights Under the Davis-Bacon Act Poster
  - f. Project Wage Rate Sheet
  - g. Certified Payroll
  - h. Payroll Deduction Authorization for “Other Deductions” on Certified Payroll
6. Project Wage Decision

## Federal Contract Provisions



### Federal Contract Provisions

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
  
10. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
  
11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## Federal Labor Standards Provisions

### Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Apprentices and Trainees.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Equal Opportunity

EQUAL OPPORTUNITY CLAUSE  
Executive Order 11246, as amended: 41 CFR Part 60-1.4(b)

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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS  
(Executive Order 11246: 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.



**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
Executive Order 11246: 41CFR Part 60-2**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Time- tables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation in each trade</b>
	3.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Minority Owned Business Enterprises (MBEs) Listing by County  
(Source: State of Wisconsin Dept of Commerce MBE/WBE website)

Kenosha County Minority Businesses Listed (As of 09/30/17)

**Anayas Auto Repair, Inc.**

2515 52nd Street  
Kenosha, WI 53140

**Business Telephone:** (262)652-1441

**Business Fax:** (262)652-1345

**Contact:** Monica Anaya, Administrative Assistant

**Email Address:** anayasautorepair@gmail.com

**Web Address:** www.anayasautorepair.com

**Product:** General Automotive Repair – 81111, Automotive Exhaust System Repair – 81112, Other Automotive Mechanical, Electrical Repair & Maintenance – 81118, All other Automotive Repair & Maintenance - 81198

**Date Certification Expires:** April 16, 2019

**Dear Management Consulting Company**

11125 88<sup>th</sup> Street  
Pleasant Prairie, WI 53158

**Business Telephone:** (847)338-1545

**Contact:** Michael Buckner, Sr.

**Email Address:** michael.buckner470@gmail.com

**Product:** Elementary and Secondary Schools – 611110

**Date Certification Expires:** March 3, 2019

**Johnson Painting & Decorating**

4709 47<sup>th</sup> Avenue  
Kenosha, WI 53144

**Business Telephone:** (262)515-4211

**Contact:** Michael Johnson

**Email Address:** mjohnsonpainting@gmail.com

**Product:** Residential Re-modelers – 236118, Painting and Wall Covering Contractors – 238320, Finish Carpentry Contractors – 238350

**Date Certification Expires:** August 17, 2019

**Land-Quest Construction LLC**

4419 Washington Road  
Kenosha, WI 53144

**Business Telephone:** (262)658-1400

**Business Fax:** (800)552-5790

**Contact:** Ryan Douglas

## Kenosha County Minority Businesses Listed (As of 09/30/17)

### **Land-Quest Construction LLC** (Continued)

**Email Address:** ryan@myland-quest.com

**Website Address:** www.landquestwi.com

**Product:** New Single-Family Housing Construction(except Operative Builders)-236115, New Multifamily Housing construction (except Operative Builders)-236116, New Housing Operative Builders - 236117, Residential Re-modelers - 236118

**Date Certification Expires:** December 5, 2017

### **Land-Quest Realty LLC**

4419 Washington Road

Kenosha, WI 53144

**Business Telephone:** (262)658-1400

**Contact:** Ryan Douglas

**Email Address:** ryan@myland-quest.com

**Product:** Offices of Real Estate Agents and Brokers-531210, Residential Property Managers - 531311, Nonresidential Property Managers - 531312, Other Activities Related to Real Estate - 531390

**Date Certification Expires:** October 10, 2017

### **Minda, LLC**

231 30th Avenue

Kenosha, WI 53144

**Business Telephone:** (262)552-2862

**Contact:** Jenna VerBruggen

**Email Address:** mindawis@yahoo.com

**Product:** Water and Sewer Line and Related Structure Construction-237110

**Date Certification Expires:** February 17, 2020

### **Monarch Plastics Inc.**

1205 65th Street

Kenosha, WI 53143

**Business Telephone:** (262)652-4444

**Business Fax:** (262)652-3561

**Contact:** Hemang D. Mehta

**Email Address:** info@TheMonarchGroup.com

**Web Address:** www.TheMonarchGroup.com

**Product:** Industrial Mold Manufacturing - 333511

**Date Certification Expires:** March 14, 2019

### **Moore & Associates, Inc.**

6530 Sheridan Rd Ste # 3

Kenosha, WI 53143

## Kenosha County Minority Businesses Listed (As of 09/30/17)

### **Moore & Associates, Inc.** (Continued)

**Business Telephone:** (262)605-1444

**Business Fax:** (262)605-1404

**Contact:** Tony Moore, Director

**Email Address:** tmoore@mooreandassociates.biz

**Product:** Child Day Care Services - 624410

**Date Certification Expires:** April 8, 2019

### **Radio Man Dwight Jackson**

11022 75<sup>th</sup> Street Ste. 103

Kenosha, WI 53142

**Business Telephone:** (773)550-6413

**Contact:** Dwight Jackson

**Email Address:** info@dwighttheradioman.com

**Web Address:** www.radiomandwight.com

**Product:** Electrical Contractors & Other Wiring Installation Contractors – 238210, Radio and Television Broadcasting & Wireless Communications Equipment Manufacturing – 334220, Other Communications Equipment Manufacturing – 334290, Other Measuring and Controlling Device Manufacturing – 334519, Wired Telecommunications Carriers - 517110

**Date Certification Expires:** December 16, 2019

### **TGAR Group, Inc.**

1213 55th Street Suite 102

Kenosha, WI 53140-3665

**Business Telephone:** (262)818-4620

**Contact:** Anthony Garza, President

**Email Address:** tonyg@tgar.biz

**Product:** Architectural, Building Design and Construction Services. Facilities Management – 541310

**Date Certification Expires:** April 23, 2017

**Racine County Listed on Next Page**

## Racine County Minority Businesses Listed (As of 09/30/17)

### **Benavides Construction, Inc.**

4522 Northwest Hwy.

Waterford, WI 53185-2810

**Business Telephone:** (262)534-3517

**Business Fax:** (262)534-7128

**Contact:** Henry Benavides

**Email Address:** bencon@tds.net

**Product:** Structural Steel and Precast Concrete Contractors - 238120

**Date Certification Expires:** February 25, 2020

### **Drywall Plus Inc.**

8020 328th Avenue

Burlington, WI 53105

**Business Telephone:** (847)489-5205

**Business Fax:** (262)537-4249

**Contact:** Woodrow Edgell

**Email Address:** drywallplus1@yahoo.com

**Product:** Structural Steel and Precast Concrete Contractors - 238120, Drywall and Insulation Contractors - 238310, All Other Specialty Trade Contractors - 238990

**Date Certification Expires:** June 30, 2020

### **Electrical Systems & Services, Inc.**

9180 Charles Street

Sturtevant, WI 53177

**Business Telephone:** (262)886-9400

**Business Fax:** (262)886-2800

**Contact:** P. Jay Datt

**Email Address:** jaydatt@esselectric.com

**Web Address:** www.esselectric.com

**Product:** Electrical Contractors and Other Wiring Installation Contractors – 238210

**Date Certification Expires:** June 29,2020

### **Innovative Dynamic Networks**

610 Sixth Street

Racine, WI 53403

**Business Telephone:** (262)995-1190

**Business Fax:** (414)921-0404

**Contact:** Andrea Ramirez

**Email Address:** angel.ramos@idn-wi.com

**Web Address:** www.idn-wi.com

## Racine County Minority Businesses Listed (As of 09/30/17)

### **Innovative Dynamic Networks** (Continued)

**Product:** Computer & Office Machine Repair & Maintenance-*811212*, Communication Equipment Repair & Maintenance - *811213*, Electronic & Precision Equipment Repair & Maintenance- *811219*

**Date Certification Expires:** January 30, 2020

### **Intercity Supply & Bag Co.,LLC**

2100 De Koven Avenue

Racine, WI 53403

**Business Telephone:** (262)637-1306

**Business Fax:** (262)637-4447

**Contact:** Jackie Dyess, President

**Email Address:** [intercity@ameritech.net](mailto:intercity@ameritech.net)

**Web Address:** [www.intercitysupply.com](http://www.intercitysupply.com)

**Product:** Furniture Stores - *442110*

**Date Certification Expires:** August 2, 2019

### **Jaramillo Contractors, Inc.**

4709 Hwy H

Franksville, WI 53126

**Business Telephone:** (262)886-3740

**Business Fax:** (262)886-5840

**Contact:** Francisco Jaramillo

**Email Address:** [francisco@jaracontractors.com](mailto:francisco@jaracontractors.com)

**Web Address:** [www.jaracontractors.com](http://www.jaracontractors.com)

**Product:** Industrial Building Construction - *236210*, Site Preparation Contractors - *238910*

**Date Certification Expires:** March 7, 2019

### **John Conner Co, LLC**

2604 Loraine Avenue

Racine, WI 53404

**Business Telephone:** (262)510-0077

**Business Fax:** (262)510-0072

**Contact:** John Conner

**Email Address:** [john@johnconnerco.com](mailto:john@johnconnerco.com)

**Web Address:** [www.johnconnerco.com](http://www.johnconnerco.com)

**Product:** Residential Re-modelers – *236118*

**Date Certification Expires:** May 5, 2019

### **Petes Crete, LLC**

1616 Melvin Ave

Racine, WI 53404

**Business Telephone:** (262)639-7101

## Racine County Minority Businesses Listed (As of 09/30/17)

### **Petes Crete, LLC** (Continued)

**Contact:** Pete Malanche

**Email:** sales@petes-crete.com

**Website:** www.petes-crete.com

**Product:** Poured concrete foundation and structure contractors-238110, Masonry contractors-238140

**Date Certification Expires:** January 24, 2020

### **Pro Electric, Inc.**

21500 6 Mile Rd

Franksville, WI 53126

**Business Telephone:** (262)289-1900

**Business Fax:** (262)289-1901

**Contact:** Craig Clements, President

**Email Address:** info@proelectricinc.us

**Web site:** www.proelectricinc.us

**Product:** Power and Communication Line & related Structures Construction-237130, Other Heavy and Civil engineering Construction-237990, Electrical Contractors and other Wiring Installation Contractors-238210, Site Preparation Contractors-238910

**Date Certification Expires:** July 14, 2020

### **R S InfoCon, Inc.**

7071 S 13<sup>th</sup> Street

Oak Creek, WI 53154

**Business Telephone:** (262)995-0499

**Business Fax:** (262)995-7082

**Contact:** Rajiv Surana

**Email Address:** rsurana@rsinfocon.com

**Web site:** www.rsinfocon.com

**Product:** Custom Computer Programming Services-541511, Computer Systems Design Services-541512, Process, Physical Distribution and Logistics Consulting-541614, Other Management Consulting Services-541618

**Date Certification Expires:** May 30, 2020

### **Redmond's Lawn Care and Landscaping LLC**

4055 Nantucket Place

Racine, WI 53405

**Business Telephone:** (262)554-0930

**Business Fax:** (262)554-1363

**Contact:** Booker Redmond

**Email Address:** carolynredmond1044@yahoo.com

**Product:** Landscaping Services – 561730

**Date Certification Expires:** May 4, 2018

## Racine County Minority Businesses Listed (As of 09/30/17)

### **Superior Machine Products, Inc.**

1405 16th St.

Racine, WI 53403

**Business Telephone:** (262)637-2641

**Business Fax:**(262)637-9661

**Contact:** Sohinder Singh

**Email Address:** sprmachprd@aol.com

**Product:** Machine Shops - 332710

**Date Certification Expires:** February 20, 2018

### **TaylorMade Wealth Management**

500 College Ave.

Racine, WI 53403

**Business Telephone:** (800)501-9668

**Business Fax:** (262)995-1341

**Contact:** Isaac Woods

**Email Address:** iwoods@taylormywealth.com

**Website Address:** www.taylormywealth.com

**Product:** Offices of Certified Public Accountants - 541211

**Date Certification Expires:** January 10, 2020

Kenosha County Women Businesses listed on next page



*Women Owned Business Enterprises (WBEs) Listing by County (Source:  
State of Wisconsin Dept of Commerce MBE/WBE website)*

[Kenosha County Women Businesses Listed \(As of 09/30/17\)](#)

**Adam Enterprises, Inc.**

29128 52<sup>nd</sup> Street

Salem, WI 53168

**Business Telephone:** (262) 537-2049

**Business Fax:** (262) 537-3771

**Contact:** Holly Marotta

**Email Address:** adamsalemsandandgravel@earthlink.net

**Product:** Construction Sand and Gravel Mining – 212321, Water, Sewer Line and Related Structures Construction – 237110, Power & Communication Line and Related Structures Construction – 237130, Other Heavy and Civil Engineering Construction – 237990, Site Preparation Contractors – 238910, Brick, Stone and Related Construction Material Merchant Wholesalers – 423320, Specialized Freight (except Used Goods) Trucking, Local – 484220

**Date Certification Expires:** January 22, 2018

**Andrea & Orendorff LLP**

6300 76th Street, STE 200

Kenosha, WI 53142

**Business Telephone:** (262)657-7716

**Business Fax:** (262)657-6191

**Contact:** Terri Schmidt, Owner

**Email Address:** terris@aocpa.net

**Website Address:** www.aocpa.net

**Product:** Offices of Certified Public Accountants — 541211, Tax Preparation Services – 541213, *Other Accounting Services* — 541219, Administrative Management and General Management Consulting Services - 541611

**Date Certification Expires:** May 24, 2018

**Benson Enterprises, Inc.**

6021 56<sup>th</sup> Avenue Ste. 102

Kenosha, WI 53142

**Business Telephone:** (262)484-9999

**Business Fax:** (855)778-5857

**Contact:** Lori Benson

**Email:** lori.benson@usamdt.com

**Web Address:** www.usamdt.com/local/South-Milwaukee

**Product:** Medical Laboratories- 621511, All Other Miscellaneous Ambulatory Healthcare Services- 621999

**Date Certification Expires:** June 5, 2020

[Kenosha County Women Businesses Listed \(As of 09/30/17\)](#)

**Best Bargains, Inc.**

6515 352nd Avenue

New Munster, WI 53152

**Business Telephone:** (262)537-2639

**Business Fax:** (262)537-2616

**Contact:** Nancy Wagner

**Email Address:** nancywagner@tds.net

**Web Address:** www.bestbargainsinc.com

**Product:** General Line Grocery Merchant Wholesalers - 424410

**Date Certification Expires:** March 27, 2017

**Bothe Associates, Inc.**

6901 - 46th Street

Kenosha, WI 53144

**Business Telephone:** (262)656-1860

**Business Fax:** (262)656-1858

**Contact:** Cathryn Bothe, President

**Email Address:** c.bothe@bothe.com

**Web Address:** www.bothe.com

**Product:** Precision Turned Product Manufacturing - 332721 Bolt, Nut, Screw, Rivet, and Washer

Manufacturing - 332722, Industrial Valve Manufacturing -332911, Fluid Power Valve and Hose Fitting

Manufacturing – 332912, Carburetor, Piston, Piston Ring, and Valve Manufacturing - 336311,

**Date Certification Expires:** July 23, 2018

**Crux Creative, LLC**

27811 101<sup>st</sup> Street

Trevor, WI 53179

**Business Telephone:** (262)885-6084

**Contact:** Michele Allen

**Email:** info@cruxcreative.com

**Web Address:** www.cruxcreative.com

**Product:** Graphic Design Services – 541430, Custom Computer Programming Services – 541511, Marketing

Consulting Services - 541613

**Date Certification Expires:** March 15, 2018

**DK Contractors, Inc.**

11013 122<sup>nd</sup> Street

Pleasant Prairie, WI 53158

**Business Telephone:** (262)857-7414

**Business Fax:** (262)857-2927

**Contact:** Micky Day

**Email:** mickyday@dkcontractors.net

[Kenosha County Women Businesses Listed \(As of 09/30/17\)](#)

**DK Contractors, Inc.** (Continued)

**Product:** Water and Sewer Line & Related Structures Construction – 237110, Highway, Street and Bridge Construction – 237310, Site Preparation Contractors - 238910

**Date Certification Expires:** June 13, 2020

**Endura Environmental**

7318 First Avenue

Kenosha, WI 53143

**Business Telephone:** (815)690-7458

**Contact:** Marcy Barrett

**Email Address:** marcy.barrett@enduraenvironmental.com

**Web Address:** www.enduraenvironmental.com

**Product:** Water and Sewer Line and Related Structures Construction- 237110, Other Heavy and Civil Engineering Construction- 237990, Engineering Services- 541330, Landscaping Services- 561730, Other Services to Buildings and Dwellings- 561790

**Date Certification Expires:** September 8, 2020

**KRS Painting, Inc.**

7322 7th Avenue

Kenosha, WI 53143

**Business Telephone:** (262)658-5029

**Contact:** Kathleen M. Shodis, President

**Email Address:** krs.painting19@gmail.com

**Product:** Painting and Wall Covering Contractors - 238320

**Date Certification Expires:** May 19, 2019

**Minda, LLC**

231 30th Avenue

Kenosha, WI 53144

**Business Telephone:** (262)552-2862

**Contact:** Jenna VerBruggen

**Email Address:** mindawis@yahoo.com

**Product:** Water and Sewer Line and Related Structure Construction-237110

**Date Certification Expires:** February 17, 2020

**On3 Promotional Partners, LLC**

1543 Sheridan Road

Kenosha, WI 53140

**Business Telephone:** (262)551-8715

**Business Fax:** (262)551-8725

**Contact:** Dawn Sullivan, Owner

[Kenosha County Women Businesses Listed \(As of 09/30/17\)](#)

**On3 Promotional Partners, LLC** (Continued)

**Email Address:** dsullivan@on3promopartners.com

**Web Address:** www.on3promopartners.com

**Product:** Commercial Screen Printing - 323113

**Date Certification Expires:** September 5, 2019

**Target Corporation**

8400 Lakeview Parkway Suite 200

Pleasant Prairie, WI 53158

**Business Telephone:** (262)947-8409

**Business Fax:** (262) 947-8405

**Contact:** Carol Oxley

**Email Address:** cmizen@targetcorporation.com

**Web Address:** www.targetcorporation.com

**Product:** Printed Circuit Assembly(Electronic Assembly) Manufacturing – 334418, Other Electronic Component Manufacturing – 334419, All Other Miscellaneous Electrical Equipment & Component Manufacturing - 335999

**Date Certification Expires:** June 5, 2018

**Test Prep Seminars, LLC**

6720 3rd Ave.

Kenosha, WI 53140

**Business Telephone:** (262)344-7001

**Business Fax:**(262)657-1860

**Contact:** Katrina Smith

**Email Address:** ksmith@testprepseminars.org

**Web Address:** www.testprepseminars.org

**Product:** Educational support Services-611710

**Date Certification Expires:** August 24, 2019

[Racine County Businesses on next page](#)

Racine County Women Businesses Listed (As of 09/30/17)

**Absolute Construction Enterprises, Inc.**

6618 6 Mile Road

Racine, WI 53402

**Business Telephone:** (262)456-6802

**Business Fax:** (262)456-2117

**Contact:** Tracy Stacy, President

**Email Address:** [tstacy@absoluteconstruct.com](mailto:tstacy@absoluteconstruct.com)

**Web Address:** [www.absoluteconstruct.com](http://www.absoluteconstruct.com)

**Product:** New Single-Family Housing Construction (except Operative Builders)-236115; New Multifamily Housing Construction (except Operative Builders)-236116; Residential Re-modelers- 236118; Industrial Building Construction-236210; Commercial and Institutional Building Construction- 236220; Poured Concrete Foundation & Structure Construction-238110; Framing Contractors-238130; Siding Contractors-238170, Finish Carpentry Contractors-238350

**Date Certification Expires:** March 13, 2019

**Arbor, Earth & Stone LLC**

232 S Jefferson Street

Waterford, WI 53185

**Business Telephone:** (262)514-2039

**Business Fax:** (262)514-3449

**Contact:** Kimberly Migazzi, Owner

**Email address:** [arborearthandstone@gmail.com](mailto:arborearthandstone@gmail.com)

**Web Address:** [www.arborearthandstone.com](http://www.arborearthandstone.com)

**Product:** Landscaping Services - 561730

**Date Certification Expires:** May 23, 2018

**Bon Voyage Cruise & Vacations, Inc.**

116 North Milwaukee Street

Waterford, WI 53185

**Business Telephone:** (262)514-2022

**Business Fax:** (262)514-2024

**Contact:** Kari Mullikin, President

**Email Address:** [info@bvworldtravel.com](mailto:info@bvworldtravel.com)

**Web site:** [www.bvworldtravel.com](http://www.bvworldtravel.com)

**Product:** Travel Agencies - 561510

**Date Certification Expires:** June 15, 2020

**Cornerstone USA LLC**

6422 N Hwy 31 Ste #1

Racine, WI 53402

**Business Telephone:** (262)770-1231

Racine County Women Businesses Listed (As of 09/30/17)

**Cornerstone USA LLC** (Continued)

**Business Fax:**(262)456-0719

**Contact:** Amy Cape, Owner

**Email Address:** cornerstoneusa@wi.rr.com

**Product:** Highway, Street, and Bridge Construction - 237310

**Date Certification Expires:** September 23, 2019

**Devlan, LLC.**

7913 Mehring Road

Waterford, WI 53185

**Business Telephone:** (262)227-8098

**Contact:** Michelle Koenings

**Email Address:** devlan@wi.rr.com

**Web Address:** www.devlanllc.com

**Product:** Administrative Management & General Merchandise Consulting Services – 541611, Marketing Consulting Services – 541613

**Date Certification Expires:** August 27, 2018

**Diversified Tooling Innovations, Inc.**

4400 21<sup>st</sup> Street

Racine, WI 53405

**Business Telephone:** (262)598-9989

**Business Fax:** (262) 598-9981

**Contact:** Julieanne Milosevic

**Email Address:** Julie@diversifiedtooling.com

**Web Address:** www.diversifiedtooling.com

**Product:** Machine Shops - 332710

**Date Certification Expires:** November 4, 2018

**Geneva Healthcare, LLC**

826 Mohr Aveune

Waterford, WI 53185

**Business Telephone:** (262)767-9870

**Business Fax:** (262)767-9871

**Contact:** Deanna VLach, President

**Email Address:** dvlach@genevahc.com

**Web Address:** www.genevahc.com

**Product:** Surgical Appliance & Supplies Manufacturing-339113

**Date Certification Expires:** April 26, 2020

Racine County Women Businesses Listed (As of 09/30/17)

**Hoffman Landscape LLC**

4569 W. 5 Mile Road  
Caledonia, WI 53108

**Business Telephone:** (262)770-5473

**Business Fax:** (262)835-4097

**Contact:** Katharina Hoffman, President

**Email Address:** hoffmanlandscapellc@gmail.com

**Web Address:** www.hoffmanlandscape.com

**Product:** Landscaping Services - 561730

**Date Certification Expires:** July 14, 2019

**Lindencrest Billing Service LLC**

4815 Lindermann Avenue  
Racine, WI 53406

**Business Telephone:**(262)632-2827

**Business Fax:** (262)634-1522

**Contact:** Mary Bennin, Owner

**Email Address:** mb-linden61@att.net

**Product:** All Other Professional, Scientific, and Technical Services - 541990

**Date Certification Expires:** March 31, 2017

**Nelson Bros & Strom Co., Inc.**

2137 Roosevelt Avenue  
Racine, WI 53406

**Business Telephone:** (262)632-1651

**Business Fax:** (262)632-1653

**Contact:** Mary Kay Hall, President

**Email Address:** Marykay@nelsonbrothersandstrom.com

**Web Address:** www.nelsonbrothersandstrom.com

**Product:** Machine Shops – 332710, Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance - 811310

**Date Certification Expires:** July 15, 2018

**Occupational Health Care Associates, Inc.**

7401 Marsh Road  
Waterford, WI 53185

**Business Telephone:** (262)391-8958

**Contact:** Debra Rateike

**Email Address:** drateike@occupationalhca.com

**Product:** Home Healthcare Services- 621610, Nursing Care Facilities- 623110

**Date Certification Expires:** May 23, 2020

Racine County Women Businesses Listed (As of 09/30/17)

**Perma-Structo, Inc.**

9420 Charles Street  
Sturtevant, WI 53177

**Business Telephone:** (262)886-2258

**Business Fax:**(262)886-3026

**Contact:** Patti Beaudin

**Email Address:** perma@tds.net

**Website Address:** www.permastructo.com

**Product:** Poured Concrete Foundation and Structure Contractors - 238110, Other Foundation, Structure, and Building Exterior Contractors - 238190

**Date Certification Expires:** January 16, 2019

**Personnel Incorporated**

621 Four Mile Road  
Racine, WI 53402

**Business Telephone:** (262)639-5666

**Business Fax:** (262) 639-1765

**Contact:** Ms. Gail B. Toler, President

**Email Address:** persincgail@tds.net

**Web Address:** www.personnelincorporated.net

**Product:** Employment Placement Agencies - 561311

**Date Certification Expires:** November 8, 2019

**Pope Financial Services**

603 Annecy Park Circle  
Waterford, WI 53185

**Business Telephone:** (262)514-3340

**Business Fax:** (262)514-3341

**Contact:** Suzanne Pope, President

**Email Address:** spopebusiness@tds.net

**Web Address:** www.suepopefinancialplanner.com

**Product:** Financial Transactions Processing, Reserve, and Clearinghouse Activities - 522320

**Date Certification Expires:** November 9, 2019

**Straightline Grading & Excavating, LLC**

3046 W 5 Mile Road  
Caledonia, WI 53108

**Business Telephone:** (262)835-2738

**Business Fax:** (262)835-3434

**Contact:** Christine Miklaszewski, Owner

**Email Address:** straightlinegrading@yahoo.com

**Web Address:** www.straightlinegrading.com



Racine County Women Businesses Listed (As of 09/30/17)

**Straightline Grading & Excavating, LLC** (Continued)

**Product:** Highway, Street, and Bridge Construction-237310. Site Preparation Contractors-238910

**Date Certification Expires:** February 23, 2020

**The Culinary Network, Inc.**

3104 Rudolph Drive

Racine, WI 53406

**Business Telephone:** (262)634-1568

**Contact:** Wendy Spinelli

**Email Address:** wspinelli@tcnemail.com

**Product:** Internet Publishing, Broadcasting and Web Search Portals – 519130, All Other Professional, Scientific and Technical Services - 541990

**Date Certification Expires:** October 28, 2017

**VAK Installation Services, LLC**

9320 Michigan Avenue

Sturtevant, WI 53172

**Business Telephone:** (262)909-4552

**Contact:** Vicki Wishau

**Email Address:** vickiw@vakflooring.com

**Web Address:** www.vakflooring.com

**Product:** Flooring Contractors – 238330

**Date Certification Expires:** November 28, 2019

**Waterford Truck Service, Inc.**

PO Box 263

Waterford, WI 53185

**Business Telephone:** (262)534-6327

**Business Fax:** (262)534-6050

**Contact:** Mary Peterson, President

**Email Address:** wtsdump@tds.net

**Product:** Site Preparation Contractors - 238910, Specialized Freight (except Used Goods) Trucking Local - 484220

**Date Certification Expires:** July 31, 2019

## Section 3

SECTION 3 CLAUSE  
24 CFR Part 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### SECTION 3 DEFINITIONS

#### "SECTION 3 RESIDENT" MEANS:

1. Residents from the Service Area in which the Section 3 covered project is located; or
2. Other Section 3 residents of Kenosha County.

#### 2017 LOW-INCOME LIMITS FOR KENOSHA COUNTY

Family Size: Number in Household	Household Income (less than)
<input type="checkbox"/> 1 Person	\$39,050
<input type="checkbox"/> 2 Persons	\$44,600
<input type="checkbox"/> 3 Persons	\$50,200
<input type="checkbox"/> 4 Persons	\$55,750
<input type="checkbox"/> 5 Persons	\$60,250
<input type="checkbox"/> 6 Persons	\$64,700
<input type="checkbox"/> 7 Persons	\$69,150
<input type="checkbox"/> 8 Persons	\$73,600

#### "NEW HIRE" MEANS:

A person who is not on the contractor's payroll at the time of selection for the Section 3 award.

#### SECTION 3 BUSINESS DEFINED

A Section 3 Business concern is a business:

1. That is 51 % or more owned by a Section 3 service area resident; or
2. Whose permanent, full-time employees include persons, at least 30 % of whom are currently Section 3 residents or within three years of the date of first employment with the business concern were Section 3 Kenosha County residents.

• A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for that preference.

## SECTION 3

FACT SHEET, BUSINESS CERTIFICATION & REPORTING  
INSTRUCTIONS**A. PURPOSE**

The purpose of Section 3 is to ensure that employment and other economic opportunities created by HUD assistance to construction and rehabilitation projects is directed to low-income persons.

**B. REQUIRED COMPLIANCE GOALS**

1. **Employment - 30%** of the aggregate number of **new hires** for a covered project will be low income persons (A low income person is defined as having a family income less than 80% of the HUD established median income for Kenosha County as found in the Section 3 Resident Income Verification Form.).
2. **Contracting** - Award at least **10%** of the total dollar amount for building trades work related to the project and at least **3 %** of all other covered contracts to Section 3 businesses.

**C. SECTION 3 STRATEGY OR PLAN REQUIREMENT**

Prior to or at the time of the contract signing between owner/developer and the contractor for the work on this project, the contractor is required to develop and complete with owner/developer, a Section 3 strategy or plan with final approval of the Section 3 strategy or plan by the City of Kenosha. The Section 3 Plan must include, but not be limited to, the following, all per the requirements of Section 3:

1. Section 3 contracting goals for the construction contract and other contracts on the project;
2. Section 3 employment and training goals for the project;
3. Outreach to solicit Kenosha County Section 3 Business Concerns;
4. Outreach to solicit Section 3 Kenosha County Residents;
5. Project neighborhood area for the project;
6. Section 3 coordinator.

The City has a template or model Section 3 Plan/Strategy available that you may use for the development of the Section 3 strategy or plan for the project. The City also has a list of certified Section 3 Business Concerns.

**D. SECTION 3 BUSINESS CERTIFICATION APPLICATIONS:**

Applications for Section 3 Business Certification may be obtained from the City of Kenosha, 625-52nd Street Kenosha, WI. 53140 Room 308.

**APPLICATION PROCESS:**

To be considered for certification as a Section 3 Business Concern, a business must complete the ***Section 3 Clause, submit the appropriate Section 3 Business Certification Forms and provide all required supporting documentation.***

**1. (Category 1) Business Ownership:**

- ∅ When a qualified Section 3 Resident is the primary owner having 51% or more ownership he/she (or, if less than 51%, holds the greatest percentage of ownership) must complete the *Section 3 Business Certification Form (51% Section 3 Resident Ownership)* form. This category was created by HUD for business concerns that are primarily owned by a person(s) that meet the HUD definition of being low income.
- ∅ If there are two or more Section 3 Resident owners that together own 51% or more of the business, each additional owner (not having majority ownership) must complete the *Section 3 Resident Income Verification Form (Section 3 Business Certification)*.

**2. (Category 2) Percentage of Employees Criteria:**

- ∅ A business having at least 30% permanent, full time Section 3 Residents on the payroll completes the *Section 3 Business Certification Form (30% Section 3 Resident Employment)*. At least 30% of permanent, full time employees must be Section 3 Residents or within three (3) years of the date of first employment with the business were Section 3 Residents.
- ∅ A *Section 3 Resident Income Verification Form (Section 3 Business Certification)* must be completed by each Section 3 Resident employee as evidence that each individual meets the HUD definition of a Section 3 Resident.

**E. DOCUMENTATION:**

θ The following completed forms are required for certification:

- Section 3 - **51% or 30%** Business Concern Application;
- Section 3 Clause;
- Register with the City of Kenosha to become an approved contractor and/or subcontractor.

**F. CERTIFICATION:**

- a. The Section 3 Business Certification Letter will be issued to acknowledge that a business has met the criteria established by the HUD Act of 1968, 24 CFR PART 135 - Section 3.
- The business shall be listed in the Section 3 Directory provided the business also completes a contractor or sub-contractor application (as applicable) to be an approved contractor/sub-contractor with City of Kenosha. Alternatively, the contractor/sub-contractor could choose to be a Section 3 business concern for only the project.

- G. REPORTING RESPONSIBILITIES** (*Transmit reports via Email or as hard copies to address below*) During the life of the project these forms are collected by the **Owner/Developer**, checked for accuracy and completeness and submitted with the Request for Reimbursement to the City of Kenosha . If there is no disbursement request within a quarter, submit the report to the Compliance Officer no less than quarterly.

**SECTION 3 CLAUSE ACKNOWLEDGEMENT FORM**

1. **Owner/Developer** completes Section 3 Clause Acknowledgement Form (Submit once during life of project). The Section 3 Clause is required in every Section 3 covered contract and stipulates Section 3 applicability and requirements.
2. **Covered Contractor/Subcontractor** completes Section 3 Clause Acknowledgement Form (Submit once during life of project). The Section 3 Clause is required in every Section 3 covered contract and stipulates Section 3 applicability and requirements.

**PERMANENT EMPLOYEE LISTING**

1. **Owner/Developer** provides a complete list of permanent employees, including name and job category.
2. **Covered Contractor/Subcontractor** provides a complete list of permanent employees, including name and job category.

**SECTION 3 SUMMARY REPORT FORM (HUD FORM 60002)**

1. **Owner/Developer** completes the Section 3 Summary Report Form to account for all construction Contractors and subcontractors and businesses providing other services working on the project.
2. **Covered Contractor/Subcontractor** completes the Section 3 Summary Report Form to report all new hires for the covered project and the construction contracts and subcontracts with Section 3 Business Concerns. Contractor/subcontractor provides **all** *Section 3 Resident New Hires* the *Section 3 Income Verification Form* for completion and signature and proof of residency.

**Transmit Documents to:**

City of Kenosha - Department of Community Development and Inspection - 625-52nd Street Room 308 Kenosha, WI. 53140

## Section 3 Business Registry Listing by County

(Source: HUD Section 3 Business Registry)

### Kenosha County Section 3 Businesses Listed (As of 11/01/17)

#### **Land-Quest Construction LLC**

4419 Washington Road

Kenosha, WI 53144

**Business Telephone:** (262)658-1400

**Business Fax:** (800)552-5790

**Contact:** Ryan Douglas

**Email Address:** ryan@myland-quest.com

**Website Address:** www.landquestwi.com

**Product:** New Single-Family Housing Construction(except Operative Builders)-236115, New Multifamily Housing construction (except Operative Builders)-236116, New Housing Operative Builders - 236117, Residential Re-modelers - 236118

**Section 3 Status:** Commitment to award 25% of total contract dollars to Section 3 businesses

### Milwaukee Metro Section 3 Businesses Listed (As of 11/01/17)

#### **Abba Remodeling LLC**

830 East Center Street

Milwaukee, WI 53212

**Business Telephone:** (414) 731-6910

**Contact:** Hedi Abba

**Email Address:** abbahedi@gmail.com

**Product:** Carpentry, General Contractor, Painting Dry Wall

**Section 3 Status:** 51% of business owned by Section 3 residents

#### **AJ Development Group, LLC**

5651 N. Lydell Ave. Dept. 170285

Milwaukee, WI 53217

**Business Telephone:** (414)369-2890

**Contact:** Kelly Jackson

**Email Address:** ajdevelopmentgroup@gmail.com

**Product:** Brick Masonry, Painting, Drywall, General Contractor, HVAC, Landscaping

**Section 3 Status:** 51% of business owned by Section 3 residents

**Anderson and Anderson Construction, LLC**

2707 N. 16<sup>th</sup> Street

Milwaukee, WI 53206

**Business Telephone:** (414) 264-5088

**Contact:** John Anderson

**Email Address:** janderson@anderson-repair.com

**Product:** Carpentry, Painting, Drywall, Roofing

**Section 3 Status:** 51% of business owned by Section 3 residents

**Anointed Cleaners**

10437 W. Innovation Dr. Suite 335

Milwaukee, WI 53226

**Business Telephone:** (414) 803-9742

**Contact:** Valerie Tatum

**Email Address:** vtatum@acs-serviceswi.com

**Product:** Janitorial

**Section 3 Status:** 51% of business owned by Section 3 residents

**Armstrong General Contracting, LLC**

1011 W. Somers St.

Milwaukee, WI 53205

**Business Telephone:** (414) 831-5852

**Contact:** Loriana Armstrong

**Email Address:** loriana@armstronggc.com

**Product:** Carpentry, General Contractor, Landscaping, Painting, Drywall

**Section 3 Status:** 30% of workforce are Section 3 residents

**Arteaga Construction, LLC**

4000 S. Pine Ave.

Milwaukee, WI 53207

**Business Telephone:** (414) 744-7944

**Contact:** Mahdy Hamdan

**Email Address:** Mahdy@arteagaconstruction.com

**Product:** Brick Masonry, Carpentry, Demolition, General Contractor, HVAC

**Section 3 Status:** Commitment to award 25% of total contract dollars to Section 3 businesses

**Aztec Plumbing LLC**

7025 S. 20<sup>th</sup> St.

Oak Creek, WI 53154

**Business Telephone:** (414) 870-2070

**Contact:** Aztec Plumbing

**Email Address:** aztecpumbingllc@yahoo.com

**Product:** Plumbing

**Section 3 Status:** 30% of workforce are Section 3 residents, Commitment to award 25% of total contract dollars to Section 3 businesses



**BNB Floor Care**

10741 W. Wren Ave.  
Milwaukee, WI 53225

**Business Telephone:** (262) 751-2127

**Contact:** Broderick Summerville

**Email Address:** brushnbristle@gmail.com

**Product:** Carpentry, General Contractor, Carpet Cleaning/waxing/buffing services

**Section 3 Status:** Commitment to award 25% of total contract dollars to Section 3 businesses

**Corbitt Trucking, LLC**

5419 North 37<sup>th</sup> Street  
Milwaukee, WI 53209

**Business Telephone:** (414) 322-5160

**Contact:** Haniel Corbitt

**Email Address:** hanueldcorbitt@yahoo.com

**Product:** Dump trucking, Hauling gravel, sand, rocks, dirt, debris, snow removal, etc.

**Section 3 Status:** 30% of workforce are Section 3 residents

**Createdtoclean**

5307 N. 33<sup>rd</sup> St.  
Milwaukee, WI 53209

**Business Telephone:** (414) 759-3195

**Contact:** Frank R. Green

**Email Address:** ffrankrg@yahoo.com

**Product:** Janitorial

**Section 3 Status:** Commitment to award 25% of total contract dollars to Section 3 businesses

**Creative Family Service, LLC**

4620 W. Concordia Ave.  
Milwaukee, WI 53216

**Business Telephone:** (414) 388-8293

**Contact:** Andrea Ward

**Email Address:** iyonna73@icloud.com

**Product:** Custodial, Janitorial services, Commercial and Construction site cleaning

**Section 3 Status:** 51% of business owned by Section 3 residents, 30% of workforce are Section 3 residents

**Dakota Intertek Corp.**

16600 W. National Ave.  
New Berlin, WI 53151

**Business Telephone:** (262)784-8844

**Contact:** Don Callen

**Email Address:** dcallen@dakotaic.com

**Product:** Demolition, Special Property Inspections, Environmental Investigations, Earthwork, General Contractor, Maintenance, Painting, Drywall

**Section 3 Status:** Commitment to award 25% of total contract dollars to Section 3 businesses

**Damour Maintenance and Construction, LLC**

2770 S. 67<sup>th</sup> St.

Milwaukee, WI 53219

**Business Telephone:** (414) 793-1662

**Contact:** Eric J DAmour

**Email Address:** damourconstruction@gmail.com

**Product:** Brick Masonry, Carpentry, General Contractor, Janitorial, Landscaping, Maintenance, Painting, Drywall

**Section 3 Status:** 51% of business owned by Section 3 residents

**Devix Heating and Cooling**

6316 W. Burnham St.

Milwaukee, WI 53219

**Business Telephone:** (414) 543-9000

**Contact:** Moe Saavedra

**Email Address:** devixheating@gmail.com

**Product:** HVAC

**Section 3 Status:** 51% of business owned by Section 3 residents

**EFH Trucking, LLC**

2323 South 34<sup>th</sup> St.

Milwaukee, WI 53215

**Business Telephone:** (414) 394-8105

**Contact:** Erica Herrera

**Email Address:** efhtrucking@gmail.com

**Product:** Hauling material, Debris removal, demolition/asphalt

**Section 3 Status:** 30% of workforce are Section 3 residents

**Emergencz Landscaping & Property Maintenance, LLC**

3522 N. Martin Luther King Drive

Milwaukee, WI 53212

**Business Telephone:** (414) 628-0934

**Contact:** Randy Long

**Email Address:** emergenczlandscaping@gmail.com

**Product:** Landscaping, Maintenance

**Section 3 Status:** 51% of business owned by Section 3 residents, 30% of workforce are Section 3 residents

**Employment Connection Plus, LLC/ DBA ECP Training & Development**

1935 W. Silver Spring Dr., Unit 3

Milwaukee, WI 53209

**Business Telephone:** (414) 368-3160

**Contact:** Kisha Matthews

**Email Address:** info@employmentconnectionplus.com

**Product:** Training & Development

**Section 3 Status:** 30% of workforce are Section 3 residents, Commitment to award 25% of total contract dollars to Section 3 businesses

**Exposure Enterprises**

3610 S. 15<sup>th</sup> St.

Milwaukee, WI 53226

**Business Telephone:** (414) 399-0460

**Contact:** Lisa-Marie Franco

**Email Address:** info@iwantexposure.com

**Product:** Electrical, LED conversion

**Section 3 Status:** Commitment to award 25% of total contract dollars to Section 3 businesses

**Gabrielle Blohm Agency, LLC, DBA The Blohm Group**

5147 N. Elkhart Ave.

Milwaukee, WI 53217

**Business Telephone:** (414) 206-5677

**Contact:** Gabrielle Blohm

**Email Address:** gabrielle@theblohmgroup.com

**Product:** Insurance & Financial Services

**Section 3 Status:** 51% of business owned by Section 3 residents, 30% of workforce are Section 3 residents, Commitment to award 25% of total contract dollars to Section 3 businesses

**George Harris Trucking**

4630 N. Teutonia Ave.

Milwaukee, WI 53209

**Business Telephone:** (414) 322-3674

**Contact:** George Harris

**Email Address:** georgeharristrucks@sbcglobal.net

**Product:** Demolition, General Contractor, Landscaping, Trucking, Snow Removal, Concrete & Asphalt Removal, Landscaping

**Section 3 Status:** 51% of business owned by Section 3 residents

**Gibraltar Industries Inc.**

4201 N. 27<sup>th</sup> St.

Milwaukee, WI 53154

**Business Telephone:** (414) 460-8040

**Contact:** Shannon Jefferson

**Email Address:** sj@gibraltarindustriesinc.com

**Product:** Deconstruction – Lead, Janitorial, Maintenance

**Section 3 Status:** 51% of business owned by Section 3 residents, 30% of workforce are Section 3 residents

### **Godoy Trucking, LLC**

2525 S. 3<sup>rd</sup> St.

Milwaukee, WI 53207

**Business Telephone:** (414) 520-5853

**Contact:** Ricardo Godoy

**Email Address:** godoytrucking@gmail.com

**Product:** Dump trucking (e.g. gravel, sand, topsoil, debris, snow, demolition debris)

**Section 3 Status:** 30% of workforce are Section 3 residents

### **Gorman & Son Trucking**

1246 S. Wilson Ave.

Hartford, WI 53027

**Business Telephone:** (414) 750-0688

**Contact:** Todd Gorman

**Email Address:** strg226@sbcglobal.net

**Product:** General Hauling, Snow removal, Landscaping

**Section 3 Status:** 30% of workforce are Section 3 residents

### **Green Energy Insulation Services, LLC**

1136A S. Layton Blvd.

Milwaukee, WI 53215

**Business Telephone:** (414) 810-3990

**Contact:** Alba Contreras

**Email Address:** puroamc@hotmail.com

**Product:** General Contractor, Insulation and Roofing, Lead Hazard Control, Painting, Drywall

**Section 3 Status:** 51% of business owned by Section 3 residents, 30% of workforce are Section 3 residents

### **Hammer and Sons Remodeling Specialists, LLC**

3076 N. 76<sup>th</sup> St., Apt. 6

Milwaukee, WI 53210

**Business Telephone:** (414) 897-1178

**Contact:** Robert Patterson

**Email Address:** rpg1302@yahoo.com

**Product:** Carpentry, Demolition, General Contractor, Painting, Drywall

**Section 3 Status:** 51% of business owned by Section 3 residents, 30% of workforce are Section 3 residents

### **Hercules Enterprises**

4569 N. 40<sup>th</sup> St.

Milwaukee, WI 53210

**Business Telephone:** (414) 610-5508

**Contact:** Carl Dowdy

**Email Address:** herculesenterprises1@gmail.com

**Product:** Carpentry, General Contractor, Landscaping, Painting, Drywall, Plumbing

**Section 3 Status:** 30% of workforce are Section 3 residents

**JDM Development, LLC**

3519 N. 23<sup>rd</sup> St.

Milwaukee, WI 53206

**Business Telephone:** (414) 544-1200

**Contact:** Willie Pritchard

**Email Address:** jdmdevelopmentllc1@yahoo.com

**Product:** Carpentry, General Contractor, Lead Hazard Control, Painting, Drywall

**Section 3 Status:** 51% of business owned by Section 3 residents

**Kepa Services, Inc.**

2300 N. Mayfair Rd.

Milwaukee, WI 53226

**Business Telephone:** (414) 476-2600

**Contact:** Mpeti Otola

**Email Address:** motola@kepasi.com

**Product:** Brick Masonry, Carpentry, General Contractor, Janitorial, Maintenance

**Section 3 Status:** 30% of workforce are Section 3 residents

**Lady Justice, Inc.**

4400 N. 85<sup>th</sup> St.

Milwaukee, WI 53225

**Business Telephone:** (414) 371-2307

**Contact:** Bettie Thomas

**Email Address:** Bthomas@ladyjustice.biz

**Product:** Legal Plans for Businesses and family, Identity Theft Protection Services

**Section 3 Status:** 51% of business owned by Section 3 residents

**Malones Custom Painting**

9060 W. Oklahoma St.

Milwaukee, WI 53227

**Business Telephone:** (414) 405-4828

**Contact:** Craig Malone

**Email Address:** malonepaint@gmail.com

**Product:** Painting, Drywall

**Section 3 Status:** 51% of business owned by Section 3 residents

**Master Construction, LLC**

1770 S. Muskego Ave.

Milwaukee, WI 53204

**Business Telephone:** (414) 236-9268

**Contact:** Rigo Najera

**Email Address:** master-construction@hotmail.com

**Product:** Siding, Flat/ steep roof tear-off, Repair and Replacement

**Section 3 Status:** 51% of business owned by Section 3 residents, 30% of workforce are Section 3 residents

**Morenoes Trucking, LLC**

8554 S. Breaburn Dr.

Oak Creek, WI 53154

**Business Telephone:** (414) 234-0021

**Contact:** Hugo Moreno

**Email Address:** morenostruckingllc@yahoo.com

**Product:** Dump trucking

**Section 3 Status:** 30% of workforce are Section 3 residents

**One Choice Construction, Inc.**

3741 A N. 50<sup>th</sup> St.

Milwaukee, WI 53216

**Business Telephone:** (414) 303-3256

**Contact:** Faith Huffman

**Email Address:** fnhuffman@gmail.com

**Product:** General Contractor, Landscaping, Painting drywall

**Section 3 Status:** 51% of business owned by Section 3 residents

**Phillips, Vila and Warbuckle, Inc.**

201 W. Coventry Ct.

Milwaukee, WI 53217

**Business Telephone:** (414) 807-3820

**Contact:** Marvin Walker

**Email Address:** marvinwalker7@aol.com

**Product:** Consulting and Professional Services

**Section 3 Status:** 30% of workforce are Section 3 residents

**Pyramid Electric Company, LLC**

1978 W. Hampton Ave.

Milwaukee, WI 53209

**Business Telephone:** (414) 461-9108

**Contact:** Anthony Glenn

**Email Address:** info@pyramidllc.com

**Product:** Electrical

**Section 3 Status:** 51% of business owned by Section 3 residents, 30% of workforce are Section 3 residents, Commitment to award 25% of total contract dollars to Section 3 businesses

**Quorum Architects, Inc.**

3112 W. Highland Blvd.

Milwaukee, WI 53208

**Business Telephone:** (414) 265-9265

**Contact:** Natalie Strohm

**Email Address:** natatlie@quorumarchitects.com

**Product:** Architectural Design Services

**Section 3 Status:** 30% of workforce are Section 3 residents

**R and A Painting and Drywall Repair**

519 South 70th Street

Milwaukee, WI 53214

**Business Telephone:** (414) 698-2013

**Contact:** Rodolfo Garcia

**Email Address:** valeriagarcia41710@gmail.com

**Product:** Painting Dry Walling

**Section 3 Status:** 51% of business owned by section 3 residents

**Rickey's Plumbing Service, LLC.**

5050 West Joleno

Milwaukee, WI 53223

**Business Telephone:** (414) 397-1345

**Contact:** Rickey Nelson

**Email Address:** rickeysplumbing66@gmail.com

**Product:** HVAC, Plumbing

**Section 3 Status:** 51% of business owned by section 3 residents

**Rivera & Associates, Inc.**

1543 S. 14th St.

Milwaukee, WI 53204

**Business Telephone:** (414) 736-1255

**Contact:** Michael Rivera- President/CEO

**Email Address:** michael.rivera@riveraprfirm.com

**Product:** Professional services; public relations, marketing,

**Section 3 Status:** 51% of business owned by section 3 residents

**S.Underwood LLC**

2644 North 46th Street

Milwaukee, WI 53210

**Business Telephone:** (844) 336-8545

**Contact:** Sherri Underwood

**Email Address:** owner@sunderwoodllc.com

**Product:** Carpentry, General Contractor, Janitorial, Maintenance, Painting Dry Wall, Security

**Section 3 Status:** 51% of business owned by section 3 residents, 30% of workforce are Section 3 residents, Commitment to award 25% of total contract dollars to Section 3 businesses

**SJ Landscaping, LLC**

4423 S. Packard Ave.

Cudahy, WI 53110

**Business Telephone:** (414) 899-6545

**Contact:** Sarah Janicek

**Email Address:** sjlandscapingservice@gmail.com

**Product:** General Contractor, Landscaping, Site clearing, excavating, stump grinding.

**Section 3 Status:** 51% of business owned by section 3 residents, 30% of workforce are Section 3 residents,

Commitment to award 25% of total contract dollars to Section 3 businesses

**Spencer Renovation & Construction LLC**

3179 N 58th Street

Milwaukee, WI 53216

**Business Telephone:** (414) 395-0490

**Contact:** Billy Spencer

**Email Address:** bspencer@buildwithsrc.com

**Product:** Carpentry, General Contractor, Landscaping, Painting Dry Wall

**Section 3 Status:** 51% of business owned by section 3 residents, 30% of workforce are Section 3 residents

**ST CONTRACTOR LLC**

1513 Mackinac Ave

South Milwaukee, WI 53172

**Business Telephone:** (414) 753-2312

**Contact:** Joseph Tubens

**Email Address:** joseph@stcontractorwi.com

**Product:** Brick Masonry, Carpentry

**Section 3 Status:** 51% of business owned by section 3 residents

**Standard of Excellence Education & Training Center, LLC**

9235 West Capitol Drive, Lower Level

Milwaukee, WI 53222

**Business Telephone:** (414) 447-8332

**Contact:** Rosland Anderson

**Email Address:** roslanda@seetctraining.com

**Product:** Healthcare Training

**Section 3 Status:** 51% of business owned by section 3 residents

**Stanley Harris Trucking**

5356 North 87th Street

Milwaukee, WI 53225

**Business Telephone:** (414) 937-0567

**Contact:** Stanley Harris

**Email Address:** harris2282@aol.com

**Product:** Landscaping, Landscaping, trucking, demolition, snow removal, concrete and asphalt removal, and landscaping, trucking, demolition, snow removal, concrete and asphalt removal, and landscaping

**Section 3 Status:** 51% of business owned by section 3 residents

**Super Expedite, LLC**

PO 1694

Milwaukee, WI 53201

**Business Telephone:** (414) 522-6177

**Contact:** Maurice McAtee

**Email Address:** infor@superexpedite.net



**Product:** Messenger delivery service

**Section 3 Status:** 51% of business owned by section 3 residents

**Superior & Reliable Builders LLC**

N34 W23852 Grace Avenue Unit A

Pewaukee, WI 53072

**Business Telephone:** (414) 303-5004

**Contact:** Pamela J Arteman/ Owner

**Email Address:** superiorandreliablebuilders@hotmail.com

**Product:** Carpentry, Drywall, Steel Stud, Finish Carpentry, Insulation, General Contractor

**Section 3 Status:** 51% of business owned by section 3 residents

**The Glass Company**

6230 W. Boehlke Ave

Milwaukee, WI 53224

**Business Telephone:** (414) 349-3309

**Contact:**

**Email Address:** theglasscompanywi@yahoo.com

**Product:** Glass & Glazing, emergency board-ups , Maintenance

**Section 3 Status:** 51% of business owned by section 3 residents, 30% of workforce are Section 3 residents,

Commitment to award 25% of total contract dollars to Section 3 businesses

**TrulyCare Lawn Services, LLC**

2801 North 5th Street

Milwaukee, WI 53212

**Business Telephone:** 314-649-7755

**Contact:** Fianchi Beamon

**Email Address:** beamonf1@gmail.com

**Product:** Landscaping

**Section 3 Status:** 51% of business owned by section 3 residents, 30% of workforce are Section 3 residents,

Commitment to award 25% of total contract dollars to Section 3 businesses

**Uptown Trucking, LLC.**

2865 A North Richards Street

Milwaukee, WI 53212

**Business Telephone:** (414) 517-8408

**Contact:** Pierre Tate

**Email Address:** uptowntruckingllc123@gmail.com

**Product:** Trucking

**Section 3 Status:** 51% of business owned by section 3 residents

**VIP Painting Services Inc**

8133 N. Teutonia Ave

Milwaukee, WI 53209

**Business Telephone:** 4149157847

**Contact:** Karl

**Email Address:** vipkarl@yahoo.com

**Product:** Landscaping, Maintenance, Painting Dry Wall

**Section 3 Status:** 51% of business owned by section 3 residents

**Visions Tax Solutions and Services Inc**

5402A N Lovers Lane

Milwaukee, WI 53225

**Business Telephone:** (414) 393-0999

**Contact:** Latonya Jeffries

**Email Address:** sunrizeflavor@gmail.com

**Product:** Temporary Staffing Services, Tax Preparation, Finance Consulting and Workshops, Temporary Staffing Services, Tax Preparation, Finance Consulting and Workshops

**Section 3 Status:** 51% of business owned by section 3 residents

**WHIRE Electrical Services, LLC**

P.O. Box 242203

Milwaukee, WI 53224

**Business Telephone:** (414) 403-1127

**Contact:** Jim Gaillard

**Email Address:** jimmywhire@gmail.com

**Product:** Demolition, Electrical, General Contractor, Maintenance, Painting Dry Wall, Roofing

**Section 3 Status:** 51% of business owned by section 3 residents, 30% of workforce are Section 3 residents, Commitment to award 25% of total contract dollars to Section 3 businesses

## Required Contractor Documents

SECTION 3 CLAUSE  
24 CFR Part 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

By: \_\_\_\_\_ [signature required]

\_\_\_\_\_  
(Print/type name and title)

Date: \_\_\_\_\_

**Section 3 Plan Information Sheet**  
**Complete all items highlighted in Gray**  
**For** [redacted]  
**(Project Name and Address)**

Name of General Contractor: [redacted]

Address: [redacted]

Primary Contact [redacted]

Phone number: [redacted]

Email: [redacted]

**Goals**

**Contracting:**

To demonstrate compliance with Section 3 regulations, it is desirous to award at least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work.

Dollar amount of the construction contract [this is your total bid amount]: [redacted]

10% of the total contract is [this is 10% of your total bid amount]: [redacted]

These goals are affirmed:      Initials: (General Contractor) [redacted]

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 Plan could result in the Secretary of Housing and Urban Development (“HUD”) finding us non-compliant with the Section 3 regulations.

**Employment and Training:**

[redacted] [insert contractor name here] (the contractor) and all subcontractors will follow the requirements outlined in *Housing and Urban Development Act of 1968 Section 3 Plan for the City of Kenosha*. The contractor must complete certifications acknowledging the Section 3 contracting and employment provisions required by the City of Kenosha Plan. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

## **Public Agency, Covered Contractors and Covered Subcontractors**

To meet the contracting and employment requirements of Section 3, the following minimum steps must be taken by the Public Agency, covered contractor and covered subcontractor:

1. Obtain a list of certified Section 3 business concerns from the City.
2. Attend all pre-bid and pre-construction conferences to obtain information about the Section 3 program requirements.
3. Solicit at least 3 bids from the list of Section 3 business concerns. If such list has fewer than three (3) qualified businesses, then the contractor/subcontractor must contact the entire list.
4. Provide plans and specifications or information regarding the location of plans to Section 3 business concerns.
5. Attempt to the greatest extent feasible to meet the following project contracting and employment goals:
  - o 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction will be awarded to qualifying Section 3 business concerns for this project.
  - o At least 3% of the total dollar amount of all other Section 3 covered contracts (i.e. architect, appraisal, etc.) will be awarded to qualifying Section 3 business concerns for this project.
  - o The goal of employment in Section 3 covered contracts is 30% of the aggregate number of new hires in any fiscal year will be Section 3 residents for this project.

Goals apply to all construction costs of the project, not just the amount of HUD financial assistance.

Records must be maintained on goals reached, and efforts/actions taken to reach goals. If goals are not met, a description of impediments encountered despite actions taken must be included. Reporting of such efforts/actions must be made to the City on forms supplied by the City.

## **Contractor's Requirements in Employing Section 3 Participants**

Under the City's Section 3 Program, contractors and subcontractors are required to:

Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

- A. Category 1 – Section 3 Resident
  - o Residents of the housing development or development for which the contract shall be expended.
- B. Category 2 – Section 3 Resident
  - o Section 8 residents as well as all other City of Kenosha residents residing in the vicinity of the project who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits for City of Kenosha).
- C. Category 3 – Section 3 Resident
  - o Participants in HUD Youth build program being carried out in the project boundary area.
- D. Category 4 – Section 3 Resident
  - o Section 8 residents as well as all other residents residing in the City of Kenosha who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits for the City of Kenosha).

To demonstrate compliance with Section 3 regulations, it is desirous to employ Section 3 residents as 30 percent of the aggregate number of new hires, and to provide training to those new hires. We agree to provide information regarding existing employees and hiring needs as a part of this plan.

A concerted effort will be made to meet the goals in this plan. If the goals are not met, we agree to provide an explanation of challenges in meeting the goals described in this plan, and documentation of our efforts to reach these goals.

### **Outreach**

We are committed to conduct an aggressive outreach campaign to make Section 3 Businesses and Section 3 Residents aware of contracting and employment opportunities in connection with this Section 3 Covered Project. Efforts will include, but not be limited to [Review the following, make changes if you would like or you can go with the following strategies. You are required to do the third bulleted item below – contacting all the approved Section 3 businesses as relevant to the project]:

- Publication of opportunities in the Kenosha News or other local publications.
- Publication of opportunities with Kenosha Job Center.
- Inviting Section 3 business concerns that have been identified by the City of Kenosha to relevant bidding opportunities.
- Use of signage at the project site and flyers posted in the neighborhood and surrounding areas.
- Notification of potential bidding opportunities, training or employment opportunities to Neighborhood and Non-profits groups servicing low-income persons.
- Communicate opportunities to contractor and trade organizations, employment agencies and career centers as identified in the City's MBE/WBE/Section 3 and Small Business Affirmative Marketing and Outreach Plan

It is not required to include all of these methods in a Section 3 implementation strategy. However, a robust strategy that makes a good faith effort to meet the objectives stated in this plan is expected. The City of Kenosha reserves the right to request documentation of efforts made (e.g. proof of advertisement in local newspapers, flyers, and other modes of communications) in order to meet Section 3 goals at any time.

### **Section 3 Coordinator**

Name: \_\_\_\_\_

Contact information: \_\_\_\_\_

This person will serve as the main point of contact for all Section 3 related issues on behalf of general contractor, and subcontractors.

**Estimated Workforce Needed for Section 3 Covered Project**

**Prime/General Contractor) to be included in the final Section 3 Plan**

<b>Name of Company</b>	
<b>Project Name</b>	
<b>Period Covered</b>	
<b>Date Submitted</b>	

<b>Job Category</b>	<b>Total Estimated Positions Needed for Project</b>	<b>Number of Positions Occupied by Permanent Employees</b>	<b>Number of Positions to be Filled with Section 3 Residents</b>

**If no new job opportunities will be available during this project, state the reason below:**



## **Reporting**

We agree to provide City of Kenosha the following documentation after the Section 3 qualified project is substantially completed, and will freely submit this information at any time if requested by the City.

- Section 3 Summary Report
- Contract and Subcontract Activity Report
- The contractor will present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the contract.
- All the applicable required forms to meet Section 3 Requirements.

## **General Statement**

The City of Kenosha as the Public Agency, and \_\_\_\_\_, as the general contractor are committed to comply with the Section 3 act, the Section 3 regulations, and City of Kenosha Section 3 Guidelines. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 residents. We commit to include the Section 3 clause in the construction contract and all subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements and goals. We agree to provide the City of Kenosha with copies of all bids received in response to the invitation to bid and copies of all contracts awarded in excess of \$100,000.00.

### **General Contractor:**

\_\_\_\_\_  
(Print/type name of organization)

By: \_\_\_\_\_ [signature required]

\_\_\_\_\_  
(Print/type name and title)

Date: \_\_\_\_\_





**Part II: Contracts Awarded**

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
  2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
  3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
  - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
  6. Reporting Period: Indicate the time period (months and year) this report covers.
  7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B: (Mandatory Field)** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F: (Mandatory Field)** Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

**Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2: Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts – Self -explanatory**

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**



<b>Project Wage Rate Sheet</b>	U.S. Department of Housing and Urban Development Office of Labor Relations	
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PROJECT NAME:	WAGE DECISION NUMBER/MODIFICATION NUMBER:
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PROJECT NUMBER:	PROJECT COUNTY:
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WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
Plumbers			\$	GROUP #	BHR	TOTAL WAGE
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			\$			\$
			\$			\$
			\$			\$

**ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)**

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			\$		
			\$		
			\$		
			\$		



Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. 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. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(3) That 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) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, 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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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 231 OF TITLE  
31 OF THE UNITED STATES CODE.

Company Letterhead

**Payroll Deduction Authorization for "Other Deductions" on Certified Payroll**

Project Name: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

I, \_\_\_\_\_ (Employee Name) \_\_\_\_\_, hereby authorize \_\_\_\_\_ (name of employer/company) \_\_\_\_\_ to deduct \$ \_\_\_\_\_ from my paycheck.

This deduction is for:

\_\_\_\_\_ Loan Repayment      \_\_\_\_\_ Retirement      \_\_\_\_\_ Profit Sharing      \_\_\_\_\_ Advance

\_\_\_\_\_ Charitable Donations      \_\_\_\_\_ Savings Bonds      \_\_\_\_\_ Insurance Premiums

\_\_\_\_\_ Other: \_\_\_\_\_

This deduction is to be made:

\_\_\_\_\_ One time only      \_\_\_\_\_ Weekly      \_\_\_\_\_ Monthly      \_\_\_\_\_ times over \_\_\_\_\_ weeks

\_\_\_\_\_ Other: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

You may make payroll deductions as permitted by DOL regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those identified.

You need to submit this documentation only one time per employee, unless changes in deductions or durations take place.

**\*If deductions are being made for child support, a copy of the court ordered withholding must be included.**



The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.\*

I make this statement as the (contractor)(subcontractor) or as of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1 109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

**IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY. TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.**

\_\_\_\_\_  
Dependent Printed Name

\_\_\_\_\_  
Dependent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Wisconsin

My Commission Expires:  
\_\_\_\_\_

\*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

## Project Wage Decision

General Decision Number: WI170004 09/22/2017 WI4

Superseded General Decision Number: WI20160004

State: Wisconsin

Construction Type: Building

County: Kenosha County in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (E0) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the E0, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The E0 minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the E0 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	02/17/2017
2	03/17/2017
3	03/31/2017
4	04/14/2017
5	07/14/2017
6	07/28/2017
7	08/11/2017
8	08/25/2017
9	09/08/2017
10	09/22/2017

ASBE0205-001 06/01/2001

	Rates	Fringes
Asbestos Removal worker/hazardous material handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 17.90	4.45

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00



BRWI0004-001 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49
TILE SETTER.....	\$ 29.94	21.49

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CARP0264-002 06/01/2016

	Rates	Fringes
Carpenter & Soft Floor Layer (Including Acoustical Work and Drywall Hanging; Excluding Batt Insulation).....	\$ 35.78	22.11

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CARP2337-004 06/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 29.98	21.53

-----  
CARP2337-005 06/01/2016

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.03	22.69

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ELEC0014-005 06/05/2017

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 25.81	14.01

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-001 06/01/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 38.50	30%+10.57

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ELEV0015-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.49	31.585

FOOTNOTE:

PAID VACATION: 8% of regular basic for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0139-001 06/01/2017

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA  
COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 44.11	21.15
Group 2.....	\$ 43.61	21.15
Group 3.....	\$ 43.11	21.15
Group 4.....	\$ 42.42	21.15
Group 5.....	\$ 39.94	21.15
Group 6.....	\$ 34.79	21.15

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour  
 EPA Level "B" Protection: \$2.00 per hour  
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantry (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller;

Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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\* IRON0008-005 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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LAB00113-012 06/05/2017

	Rates	Fringes
Laborer: Asbestos/hazardous material remover Preparation, removal, and encapsulation of hazardous materials from non-mechanical systems.....	\$ 22.56	19.38
LABORER General Laborer.....	\$ 29.33	20.23
Plaster Laborer, Mason Tender.....	\$ 29.48	20.23

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PAIN0934-002 06/01/2017

	Rates	Fringes
Painters: Brush, Roller.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

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PAIN1204-002 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 36.09	20.10
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PLAS0599-009 06/01/2017		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.21	24.54
PLASTERER.....	\$ 30.66	24.54
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PLUM0118-001 06/01/2016		

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 40.95	19.95
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SFWI0669-002 04/01/2016		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.48	19.36
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SHEE0018-028 09/01/2017		

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.01	29.52
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TEAM0662-003 06/04/2017		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles.....	\$ 27.55	20.48
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SUWI2002-005 01/23/2002		

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
Laborers:		
Concrete Worker.....	\$ 16.34	3.59
Landscape.....	\$ 8.73	5.75
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89	8.60
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (E0) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the E0, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the E0 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION