



Economic Development
economicdevelopment@westalliswi.gov
414.302.8460

July 10, 2024

LxL Allis Yards, LLC
c/o Land by Label Development Co.
7044 South Ballpark Drive
Suite 305
Franklin, WI 53132
Attn: Ian Martin and Emily Cialdini

Dear LxL Allis Yards, LLC:

Pursuant to your application and information provided by you, the Common Council of the City of West Allis ("City") hereby agrees to make a West Allis Brownfield Revolving Loan Fund loan to LxL Allis Yards, LLC in accordance with the federal U.S. Environmental Protection Agency regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Land by Label Development Co. (entity owning the land) with offices at 7044 S. Ballpark Drive, Suite 305, Franklin, WI 53132
2. Owner. LxL Allis Yards, LLC
3. Guarantor: Land by Label Development Co.
4. Project. Loan proceeds are to be used to reimburse Borrower for costs incurred by Owner for environmental work associated with the site capping, grading and soil management. Funds will be associated with work at the following properties:
 - A. Lot 1. to the property on the southeast corner of S. 70th and W. Washington Street, 1100 S. 70th St., West Allis, WI, 53214 (Tax Key #439-9002-000). (3.75 acres)
5. Loan Amount. The loan amount shall not exceed Two Million Dollars (\$2,000,000). Disbursement of the aggregate principal will be at draw request & work performance. The loan is on a reimbursement basis. The loan will be evidenced by a note payable by the Borrower to the City.
6. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be one percent (1.00%) per annum, provided that no interest will accrue for a period of 24 months following closing and will begin accruing starting on the 25th month following closing. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18%) per annum until paid.



7. Term. The term of this loan shall be ten years (120 months) with a 25-year amortization. A balloon payment will be required upon the last payment.
8. Payments. The loan will not have principal and interest payments for a period of 24 months following closing. Principal and interest payments will be required starting on the 25th month following closing.
 - A. The loan will be required to be an automatic withdraw from the Borrower's account for payment.
9. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
10. Security. As security for the loan, the Borrower will deliver to the city:
 - A. Loan Agreement outlining the conditions of the loan including necessary environmental clean-up work to be performed for the loan funds.
 - B. A Note payable to the City of West Allis.
 - C. Corporate Guaranty from Land by Label, 7044 South Ballpark Drive, Suite 305, Franklin, WI 53132 and Personal Guaranty – Ian Martin.
 - D. A subordinate Mortgage on the Property at 1100 S. 70th St.
11. Loan Processing Fee. A non-refundable fee of Eight Thousand Dollars (\$8,000) to be paid upon acceptance and delivery of this Commitment (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
12. Maturity Date. This loan shall mature 10 years after closing.
13. Closing Date. The loan shall close following the acquisition of the properties stated above under Section 3.
14. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
15. Duns Number/Federal ID Number. Borrower must provide a Duns/Federal ID Number as proof of application by closing and provide a federal identification number to the City.
16. Match. The Borrower is required to provide a 20% match of the total loan calculated at One Hundred Thousand Dollars (\$400,000.00). The Match must come from payment of West Allis Brownfield Revolving Loan Funds eligible activities.



17. General Conditions. All of the terms and conditions contained in the attached “Federal Requirements” (Attachment A) are incorporated into this Commitment and as provided in the draft attached. City of West Allis Brownfield Revolving Loan Agreement (Attachment B)
18. Contract. The work associated with these funds must follow the attached Federal Contract documents attached as Attachment C. Borrower is responsible for compliance with all necessary federal requirements.
19. U.S. EPA. The loan is subject to approval of eligibility from U.S. EPA. Borrower must comply with all necessary U.S. EPA requirements.
20. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before July 31, 2024, along with the non-refundable loan processing fee and the written guarantee by LXL Allis Yards, LLC and Ian Martin. If not so accepted, the City shall have no further obligation hereunder.

SIGNATURES CONTINUED ON NEXT PAGE



CITY OF WEST ALLIS

By: _____
Patrick M. Schloss, Executive Director
Economic Development

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

BORROWER

Date: _____ By: _____

Managing Member
LXL Allis Yards, LLC

Received Acceptance and Loan Processing Fee:

By: _____
Shaun M. Mueller
Development Project Manager

Date: _____

Attachments

City of West Allis
CONTAMINATED SITE LOAN AGREEMENT FOR US EPA RLF FUNDS:

LxL Allis Yards, LLC (DRAFT) Subject EPA Eligibility

I. PARTIES

This Agreement is made effective as of July ___ 2024 (the “Effective Date”), by and between the City of West Allis, a municipal corporation (“City”), with offices at 7525 W. Greenfield Ave, West Allis, Wisconsin 53214, and LxL Allis Yards, LLC, a Wisconsin limited liability company (“Borrower”), with its principal offices at 7044 S. Ballpark, Drive, Suite 305, Franklin, WI 53132.

II. RECITALS

A. Whereas, City is the recipient of a grant to establish a Revolving Loan Fund Program (the “RLF”) from the United States Environmental Protection Agency (the “USEPA”) and is authorized to make loans pursuant to the Enabling Federal Statute (as defined below) and Cooperative Agreement (as defined below); and

B. Whereas, on _____, _____, 2024, Borrower acquired the following parcel hereinafter referred to as the “Property” and more particularly described under **Exhibit 1 – Legal Description**: 1100 S. 70th St. , West Allis, WI, 53214 (Tax Key # 439-9002-000). (3.75 acres), West Allis, Milwaukee County, Wisconsin

Commented [PS1]: Need legal

C. Whereas, the Property is a Contaminated Site (as defined below) contaminated with a combination of petroleum products and **hazardous substances in the soil, including: (i) certain volatile organic compounds (VOCs); and (ii) PAHs; and**

Commented [PS2]: Items will be from Phase I and Phase II, eligibility conditions

D. Whereas, the CDA previously entered into, and Borrower will continue the WDNR NR 700 Voluntary Cleanup Process and certifies that the cleanup will be consistent with the National Contingency Plan requirements for a non-time critical removal action and in accordance with Chapter NR 700 Wisconsin Administrative Code; and

Commented [PS3R2]: Reports will be needed for Section E

E. Whereas, the Property is a Contaminated Site and Borrower has submitted to City a **Phase I Environmental Report Prepared _____ Consulting, Inc. (“_____”) dated _____ 2024; Analysis of Brownfield Cleanup Alternatives prepared by _____ dated _____ 2024; and Remedial Action Plan prepared by _____ dated _____; and**

F. Whereas, Borrower intends to redevelop the Property; and

G. Whereas, Borrower has made an Application (as defined below) to City for a loan to clean up the Property (the “Loan”); and

H. Whereas, the total loan amount shall be up to \$2,000,000, as more particularly set forth in Section IV(B) below;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES SET FORTH BELOW, THE PARTIES AGREE TO THE FOLLOWING TERMS:

III. DEFINITIONS

- A. "Agreement" means this Contaminated Site Loan Agreement by and between City and Borrower. The Application described below is incorporated into this Agreement by reference.
- B. "Application" means the Contamination Cleanup Loan Application submitted to City, and all other loan documents as described below and materials submitted by Borrower to City requesting or in support of its request for the Loan.
- C. "Closing Date" is the date on which the Note (as defined below) is executed or the Effective Date, whichever date shall occur last, and the date after which eligible contamination cleanup costs may be incurred for subsequent payment from the Loan Proceeds (as defined below).
- D. "Commitment Letter" means that certain letter dated _____ 2024, from City to Borrower.
- E. "Contaminated Site" means a site contaminated with a release of hazardous substances and petroleum products defined by both the federal CERCLA and under Section 292.01(5) Wis. Stats. as a pollutant or contaminant, presenting an imminent and substantial endangerment to the public health, welfare, or the environment.
- F. "Contractor" means a person, including the general contractor, who shall be engaged to work on or to furnish materials or supplies for the Project (as defined below).
- G. "Cooperative Agreement" means the agreement between the USEPA and City governing the administration and implementation of the Cleanup Revolving Loan Fund identified as Agreement No. BF-00E00912-0.
- H. "Cost-Share Requirement" means Borrower's required contribution of not less than twenty percent (20%) of total Eligible Project Costs as set forth in the Project Budget.
- I. "Default" means an Event of Default found in Section VIII of this Agreement, or any event that but for the passing of time or the giving of notice or both would be an Event of Default.
- J. "Due Date" means the day upon which the first Loan payment is due, as specified in the Note.
- K. "Enabling Federal Statute" means Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k).
- L. "Final Due Date" means the day upon which the final Loan payment is due, or such other due date as may be specified in the Note, or such accelerated date upon which the

Commented [PS4]: Will need to confirm which funding agreement

Commented [PS5]: Developer has a 20% cost share requirement

entire outstanding balance of principal and accrued interest then due under the Note may become due and payable as the result of an Event of Default.

- M. "Loan Documents" means all of the following:
1. The Commitment Letter
 2. This Agreement
 3. The Note
 4. The Application including all attachments
 5. Guaranty, which is attached hereto as Exhibit 4 – Guaranty.
 6. All other documents that evidence, secure or govern the Loan and which are required to be executed and delivered by Borrower to the City as a condition of making the initial advance under the Commitment Letter.
- N. "Loan Period" means the time period from the Closing Date until the Final Due Date.
- O. "Loan Proceeds" means the total principal sum of the Loan disbursed to the Borrower.
- P. "Note" means the Promissory Note for the Loan from Borrower to City dated as of the Closing Date.
- Q. "Payment Request" means a document submitted to City by Borrower concurrent with invoices, requesting a draw of Loan Proceeds. Invoices submitted with the Payment Request shall reflect only Eligible Project Costs.
- R. "Project" means the Contaminated Site cleanup activities at the Property further described in the Remedial Action Plan (defined below), as finally approved by WDNR.
- S. "Project Budget" means the approved project budget and project activities attached hereto as Exhibit 3 – Project Budget, as amended from time to time in writing by City.
- T. "Project Costs" or "Eligible Project Costs" shall be defined as City-approved expenses incurred in performing and accomplishing contamination cleanup activities during the Loan Period to pay costs incurred no more than 90 days prior to the Closing Date in connection with the Project, which shall include, but are not limited to: the costs of labor, supplies, materials, program costs and services and WDNR oversight fees associated with the Project, and as described in the Project Budget of this Agreement and the Application. Eligible Project Costs shall have already been pre-approved by City and used in determining the amount of the Loan and submitted in the Application in conformance with the requirements of Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k). Eligible Project Costs shall not include:

1. Costs associated with site investigation;
 2. Cleanup Project costs incurred by Borrower more than 90 days prior to the Closing Date;
 3. Costs of Loan Application preparation, Loan Document preparation or legal review;
 4. Costs of financial management, audits or Payment Request preparation;
 5. Borrower facility, administrative, supplies, equipment or overhead costs.
- U. "Project Schedule" means the timeline submitted in the Application, Part V.
- V. "Property" means the Contaminated Site identified in item II.B, above.
- W. "Remedial Action Plan" means the documented Remedial Action Plan prepared by a ----, subject to review and approval by WDNR.
- X. "WDNR" means the Wisconsin Department of Natural Resources, a regulatory and technical assistance agency that oversees the methods, process and completion of cleanup on Contaminated Sites.

IV. LOAN TERMS AND CONDITIONS

The following terms and conditions shall apply:

- A. **Cost-Share Requirement.** Borrower shall provide a match of funds of at least 20% of the loan amount. The match amount shall be used for Eligible Project Costs.
- B. **Loan Amount.** City shall loan the Loan Proceeds to Borrower in the total aggregate amount of the lesser of: (i) the aggregate amount of all Eligible Project Costs less the Cost-Share Requirement, or (ii) \$2,000,000.
- C. **Disbursement of Loan Proceeds.** Upon receiving a Payment Request for an Eligible Project Cost, City shall disburse the Loan Proceeds to Borrower based upon the progress of the work completed and within thirty (30) days of the receipt by City of satisfactory documentation of expenditures. Payment Requests must include supporting invoices and subcontractor invoices that describe the services performed and reference the date services were performed. Invoices, when compiled with any previously submitted invoices for the same line item in the Project Budget must not exceed an amount that is 10% above the amount set forth for such line item in the Project Budget.

V. REPAYMENT, REPORTING, ADMINISTRATIVE RECORDS AND AUDITS

- A. **Project Reporting.** Beginning on January 1, 2025 and quarterly thereafter, Borrower shall submit to City a report on the distribution of funds and the progress of the Project

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covered from the Closing Date through the period covered by the report. The reports must be received by City no later than the 15th of each month following the quarter.

B. Financial Information Reporting. Borrower agrees that it shall maintain adequate financial records with respect to the distribution of funds and the progress of the Project. Borrower shall provide the following financial reporting information to City:

1. Accounting system records that track eligible site-specific Project Costs for which Loan Proceeds have been requested or disbursed.
2. An audit or acceptable alternative audit information such as deposit slips and cancelled checks, showing the receipts and expenditures for Project Costs. Accounts and records related to the Project Costs shall be reasonably accessible to City through any authorized representatives, for the purpose of examination and audit.

C. Other Project Information. Borrower agrees that it shall maintain Project information including properly executed contracts, invoices, correspondence, and other documents reasonably sufficient to evidence in proper detail the nature and propriety of the expenditures of Loan Proceeds. Borrower shall permit a representative of City at any reasonable time during normal business hours and place upon reasonable notice (but not more than once in any 12-month period) to inspect, audit and monitor the Project and related financial information. Borrower shall maintain Project and related financial information for at least seven (7) years following the completion of the Project or the completion of any litigation, claim, negotiation, audit, or other action involving those documents, disclosed to City prior to the termination of the seven (7) year period.

D. Project Completion Information. Borrower agrees to ensure that cleanup will be performed in accordance with the WDNR NR 700 Voluntary Cleanup Process and the Remedial Action Plan, as maybe amended or modified, subject to approval by WDNR, and agrees that it shall obtain from the WDNR and submit to City proof of cleanup completion.

VI. REPRESENTATIONS AND WARRANTIES

A. Environmental Representations and Warranties. Borrower represents and warrants that:

1. Borrower is the current owner of the Property but is not a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. Section 9607, nor a responsible person as defined in Section 292.11 Wis. Stats. City has determined that the Property and Borrower are eligible for brownfield funds through letters submitted to the USEPA and WDNR, for hazardous substances and petroleum sites, respectively.
2. Borrower further represents and warrants that, to Borrower's actual knowledge:

- a. The Property satisfies the definition of a brownfield site as defined in Section 101(39) of CERCLA, 42 U.S.C. 9601(39);
- b. The Property is not listed or, to Borrower's actual knowledge, proposed for listing on the National Priorities List of the USEPA;
- c. The Property is not subject to a corrective action order under the Resource Conservation and Recovery Act (RCRA) Sec. 9003(h);
- d. Borrower did not generate or transport hazardous substances, pollutants or contaminants at or to the Property other than as approved by WDNR;
- e. Intentionally Deleted;
- f. Borrower did not own the property during the dispensing or disposal of petroleum products on the Property, other than as approved by WDNR;
- g. Borrower acquired the Property on [REDACTED], 2024;
- h. Intentionally Deleted;
- i. Borrower did not cause, contribute to, permit or exacerbate the release of hazardous substances, pollutants or contaminants on or from the Property, other than as approved by WDNR;
- j. Neither the Property nor Borrower is subject to an administrative order, court order, penalties, consent or judicial consent decree issued to or entered under CERCLA, resulting from environmental non-compliance; and
- k. The Property is not subject to the jurisdiction, custody or control of the United States government.

3. Borrower further represents and warrants that:

- a. Borrower will not at any time in the future generate or transport hazardous substances, pollutants or contaminants at or to the Property in violation of applicable law; and
- b. Borrower will not at any time in the future cause, contribute to, permit or exacerbate the release of hazardous substances, pollutants or contaminants on or from the Property in violation of applicable law.

B. **Ownership.** Borrower will own the Property on or before the Closing Date.

C. **Intentionally Deleted.**

VII. COVENANTS OF BORROWER

Borrower agrees that it will fully and faithfully comply with the covenants contained in this Article from the Closing Date until all of the Loan Proceeds and accrued interest have been repaid to City in the manner provided in this Agreement; and the financial and project reporting obligations owed to City pursuant to this Agreement have been completed. The reporting obligations shall include the following:

- A. **Compliance.** Borrower agrees to complete the Project in accordance with the WDNR NR 700 Voluntary Cleanup Process, the Remedial Action Plan, Application, Project Schedule and the Project Budget.
- B. **Protection of Human Health and Environment.** Borrower agrees that cleanup activities shall protect human health and the environment.
- C. **Intentionally Deleted.**
- D. **Project Inspection Rights.** Borrower agrees that City shall have the right to access the Property upon reasonable notice and at reasonable times to inspect activities relating to the Project at the City's own risk and halt such activities if necessary to enforce compliance with the terms of this Agreement.
- E. **Project Completion Notice.** Borrower agrees that it will notify City of the Project's completion as described in this Agreement.
- F. **Notice of Default.** Promptly upon any officer of Borrower obtaining actual knowledge of any Events of Default (as defined below), Borrower shall deliver to City a notice specifying the nature and period of existence of such condition or event and what action Borrower has taken, is taking and proposes to take with respect to any condition or event that constitutes an Event of Default.
- G. **Government Notices.** Borrower will deliver to City promptly after receipt copies of all notices, requests, subpoenas, inquiries or other writings received from any governmental agency concerning: any violation or alleged violation of any environmental laws; the storage, use or disposal of any environmentally regulated substances; or the violation or alleged violation of any other law, ordinance, governmental regulation, or court order, including the violation or alleged violation of Borrower's payment or nonpayment of any taxes, if the events or circumstances related thereto could reasonably be expected to have a material adverse effect on completion of the Project.
- H. **Expenses of Collection or Enforcement.** Borrower agrees that if at any time Borrower defaults on any provision of this Agreement it will pay City or its assigns (in addition to any other amounts that may be due from Borrower) an amount equal to the reasonable costs and expenses of collection or enforcement of City's claims, including reasonable attorney's fees and other legal expenses.

- I. **Erect a Sign.** Borrower agrees erect a sign on the Property, approved by City, stating that the Project is being financed in part by USEPA CRLF Funds and providing the appropriate contacts for obtaining information on activities being conducted at the Property and for reporting suspected unlawful activities.

Commented [PS7]: Important to put EPA on the fence screening or a sign is posted. They will come here to tour the site.

VIII. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- A. Default by Borrower under any of the other Loan Documents that is not cured within the applicable cure period, if any;
- B. Any representation or warranty made by Borrower hereunder proves false or misleading in any material respect when made;
- C. Use of the Loan Proceeds for purposes other than provided in this Agreement;
- D. Default by Borrower in the performance of any other term, covenant or agreement contained herein, which default is not cured within thirty (30) days of receipt of a notice of default; provided, however, if such default is not of a nature that it can be cured in thirty (30) days, then no Event of Default shall exist provided Borrower commences curing such default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure such default.
- E. Failure of Borrower to satisfy any judgment or remove any levy or other process against the assets of Borrower within thirty (30) days after the entry or levy thereof as extended during any good faith contest thereof by Borrower, or at least five (5) days prior to the time of any proposed sale under any such judgment or levy;
- F. Upon the occurrence of an Event of Default under this Section, Borrower promises to pay to City all collection and reasonable fees and expenses actually incurred by City, whether or not litigation is commenced, including, but not limited to, penalties and/or fees due under this Agreement.

IX. REMEDIES OF CITY

- A. **Rights Available.** Upon the occurrence of an Event of Default, City may exercise, singly or in combination, any or all of the rights, powers and privileges provided in this Agreement and all other remedies available to City under the Loan Documents, at law or in equity, at any time and from time to time. The exercise of any one right or remedy shall not constitute a waiver of any other right or remedy, whether or not the indebtedness evidenced by the Note shall be due and payable and whether or not City shall have instituted any actions for the enforcement of its rights under the Note.
- B. **Secure Site.** Upon an Event of Default, Borrower shall secure the Property. The cost of securing the Property is the responsibility of Borrower. If Borrower fails to secure the Property within twenty-four (24) hours, City may, but shall not be obligated, to do so at Borrower's sole cost.

X. CERTIFICATIONS

Borrower agrees to do the following for so long as amounts remain due under the Note:

- A. **Compliance With All Laws.** Borrower shall carry out the Project activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments or for Nonprofits and Educational Institutions, 40 C.F.R. Part 31 or Part 30; the National Oil and Hazardous Substances Contingency Plan ("NCP"), 40 C.F.R. Part 300; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts; the Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 U.S.C. §§ 276a to 276a-5 and 42 U.S.C. § 3222 as set forth in CERCLA § 104 (g); all applicable "cross-cutting requirements" described in this section, including those federal requirements agreed between the EPA and the City defined by their Cooperative Agreement No BF- 00E00912-0; MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR30.44(b); OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333), the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
1. Compliance with the Davis-Bacon Act requires payment of federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with RLF Funds.
 2. Refer to Exhibit 2 – Wage Decision. Borrower must utilize the attached wage decision for all work associated with the Project and all construction contracts.
- B. **Litigation.** Borrower shall promptly give notice in writing to City of any litigation pending or threatened against the Property or Borrower, as applicable, in excess of Twenty Thousand Dollars (\$20,000).
- C. **Non-Discrimination and Equal Opportunity.** Borrower agrees to comply with the statutes prohibiting discrimination on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, and other protected statuses. Borrower hereby represents that 18% of Eligible Project Costs relate to work to be performed by Small Business Enterprises, Minority Business Enterprises and /or Women-Owned Business Enterprises. Borrower shall submit a report of its efforts listed in this subsection at the request of City.
- D. **Debarment and Suspension.** Borrower certifies that Borrower and, to its knowledge, any Contractor(s):

1. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (hereinafter “public”) transactions;
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; (ii) violation of federal or state antitrust laws; or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under subsection 2, above;
 4. Have not within the preceding three (3) years had a public transaction terminated for cause or default; and
 5. Is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the Property.
- E. **Project Work.** Borrower certifies that it will conduct the Project in accordance with the appropriate WDNR guidelines and the existing Remedial Action Plan, as may be amended or modified, subject to approved by WDNR. Based on public involvement requirements or unforeseen site circumstances, Borrower shall consult with the WDNR to determine if is necessary to formally amend the Remedial Action Plan or Project. All changes or modifications to the Project or Remedial Action Plan shall be approved in writing by the WDNR prior to such change or modification becoming effective.
- F. **Notice of Change in Remedial Action Plan.** Borrower shall promptly report to the City in writing (i) any circumstances of which Borrower becomes aware that would be expected to require changes in the Remedial Action Plan and (ii) the discovery by Borrower of hazardous substances, pollutants or contaminants not identified in the Remedial Action Plan. The WDNR oversight staff shall approve all changes in or modifications to the Remedial Action Plan prior to such change or modification becoming effective. City will not require any changes to the Remedial Action Plan above and beyond those required by the WDNR oversight staff. Borrower shall be responsible for all additional costs incurred as the result of any changes or modifications. In the event that unforeseen conditions are discovered during the course of the Project, City and Borrower may mutually agree to a revision of the Project Budget and Project activities (as set forth in Section XII of this Agreement) and other Project documents.
- G. **Project Start and Completion.** Borrower agrees to begin the Project within 30 days of the Closing Date and to complete the Project on or before **December 31, 2024**, subject to unavoidable delay. As used herein, the term “unavoidable delay” shall mean delays due to acts of God, fire, storm, strikes, blackouts, labor difficulties, riots, inability to obtain materials, equipment or labor, pandemics, national epidemics, governmental

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restrictions or any similar cause over which Borrower is unable to exercise control. Borrower shall notify City when the Project is delayed, the reasons for any delay, the estimated time of delay, and when the Project is complete. The notice of completion shall contain certification or documentation necessary to establish the following:

1. Borrower has prepared, and the WDNR has approved, a Closure Request Report. This report shall summarize the actions taken, the resources committed, and the problems encountered in completion of the Project, if any. Borrower shall supply supplemental information as needed by City to complete a "Cleanup Closeout Report."
2. The WDNR has issued an appropriate assurance of cleanup completion letter.
3. All Loan Proceeds were expended for Eligible Project Costs.

XI. MISCELLANEOUS

- A. **Governing Law and Inconsistent Provisions.** The Loan Documents shall be construed in accordance with and governed by the laws of the State of Wisconsin except where superseded by federal statutes or regulations. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts. Where provisions of the Application are inconsistent with provisions of this Agreement, this Agreement takes precedence over the Application.
- B. **Null and Void Covenants.** Borrower agrees that, in the event that any provision of this Agreement or any other instrument executed at closing in conjunction with this Agreement shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are now and shall hereafter be deemed separate.
- C. **Notices.** Except as otherwise expressly provided herein, all notices, payment requests, requests for changes in the Project Budget, schedule or scope of work, and other communications provided for in this Agreement shall be in writing and (i) mailed by certified mail, postage prepaid, or (ii) delivered by a recognized overnight express delivery service or (iii) provided any such communication is also sent by (ii) above within one business day thereafter, sent by facsimile to the City:

To City: City of West Allis
 7525 W. Greenfield
 Avenue West Allis, WI
 53214
 Attn: Economic Development Executive Director
 Phone: (414) 302-8460
 Fascimile: (414) 302-8401

To Borrower: LxL Allis Yards, LLC
c/o Land by Label Development Co.
7044 South Ballpark Drive
Suite 305
Franklin, WI 53132
Attn: Ian Martin and Emily Cialdini

All such notices, requests, demands and other communications shall, when mailed, be effective when deposited in the mail, provided that a copy of such document shall also have been sent via facsimile or email transmission on the same day as the mailing. Without this facsimile or email transmission, notices, requests, demands or other communications shall be effective, when mailed, or electronically mailed only upon receipt.

- D. **Amendments.** Amendments, modifications, termination or waiver of any provision of any portion of this Agreement or consent to any departure by Borrower therefrom shall not be effective unless it is in writing and signed by an authorized representative of City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement may not be amended unless by a written instrument signed by City and Borrower.
- E. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

XII. APPROVED PROJECT BUDGET AND PROJECT ACTIVITIES

The Project activities and Project Costs shall be as set forth in the Project Budget attached hereto as Exhibit 3- Project Budget. Modifications to any such Project activities or Project Costs must be approved in writing by City; provided, however, changes to the Project Budget that do not violate the provisions of Article IV C. related to line item increases shall not require such consent.

SIGNATURES CONTINUED ON NEXT PAGE

XIII. SIGNATURES

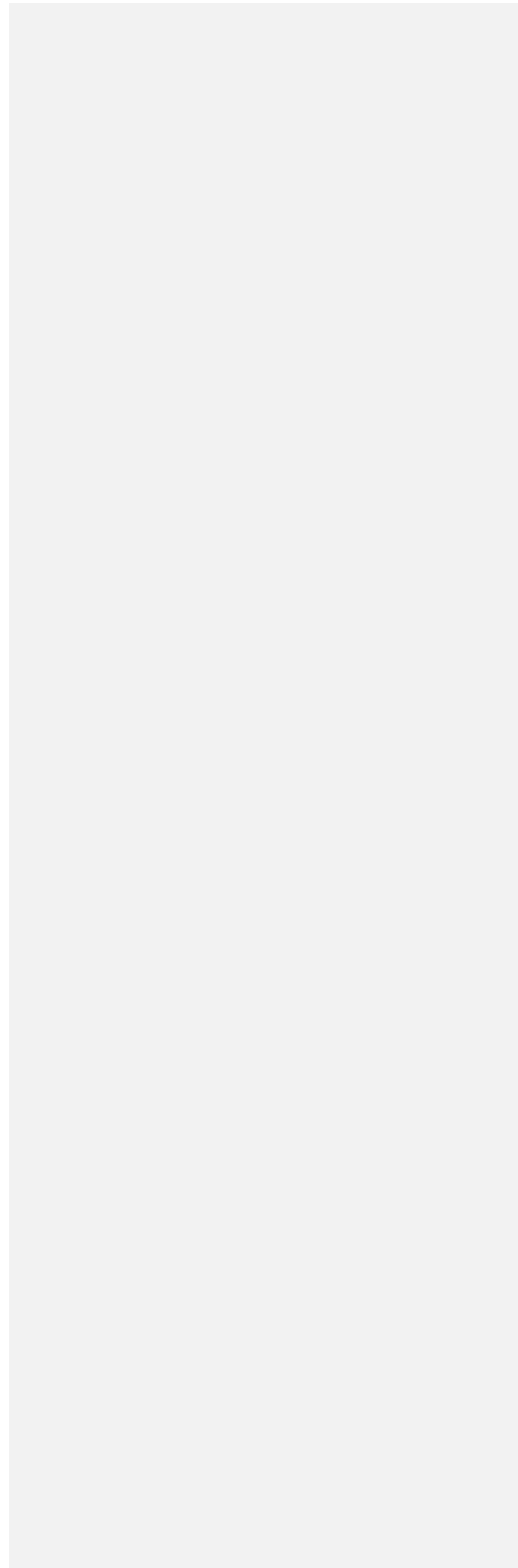
City and Borrower, as of the Effective Date, hereby acknowledge their assent to this Agreement and agree to be bound by its terms through their signatures entered below:

BORROWER:

LxL Allis Yards, LLC

By:

By: _____
Name:
Its:



CITY:

City of West Allis

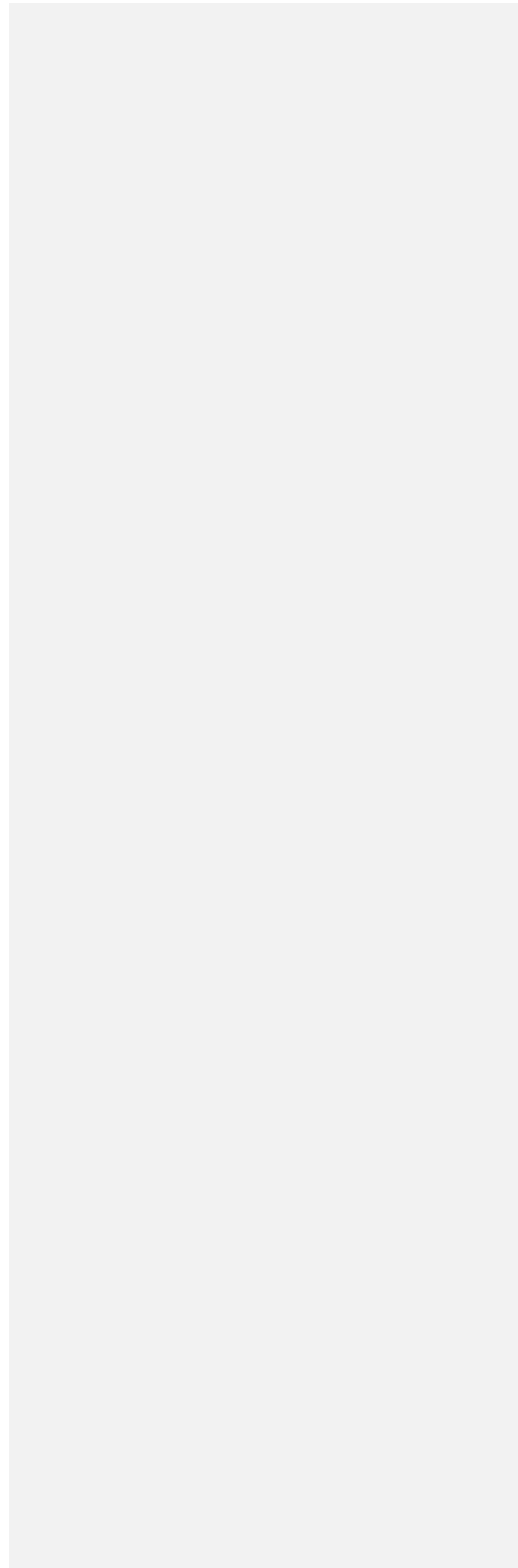
By: _____
Patrick Schloss

Title: Economic Development
Executive Director

Approved as to form:

Date:

Kail Decker, City Attorney



- Exhibit 1. Legal Description
- Exhibit 2. Wage Decision
- Exhibit 3. Project Budget
- Exhibit 4. Guaranty

Signature Page to EPA Loan Agreement

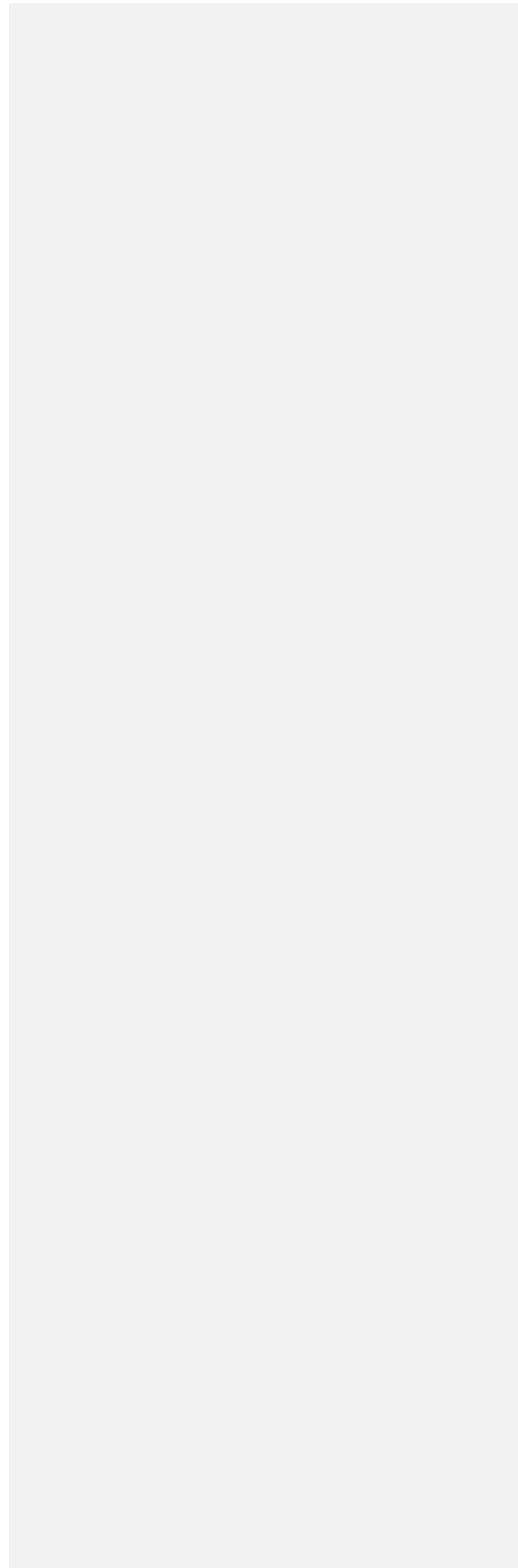


EXHIBIT 1

Legal Description

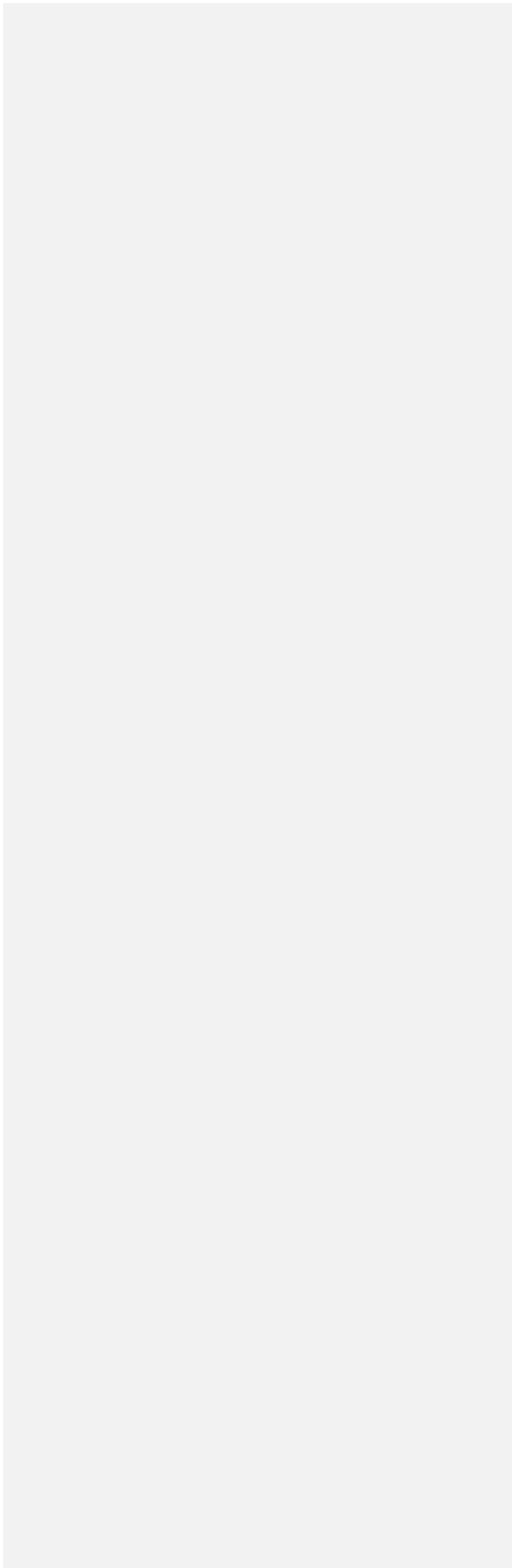


EXHIBIT 2

Wage Decision

[See attached]

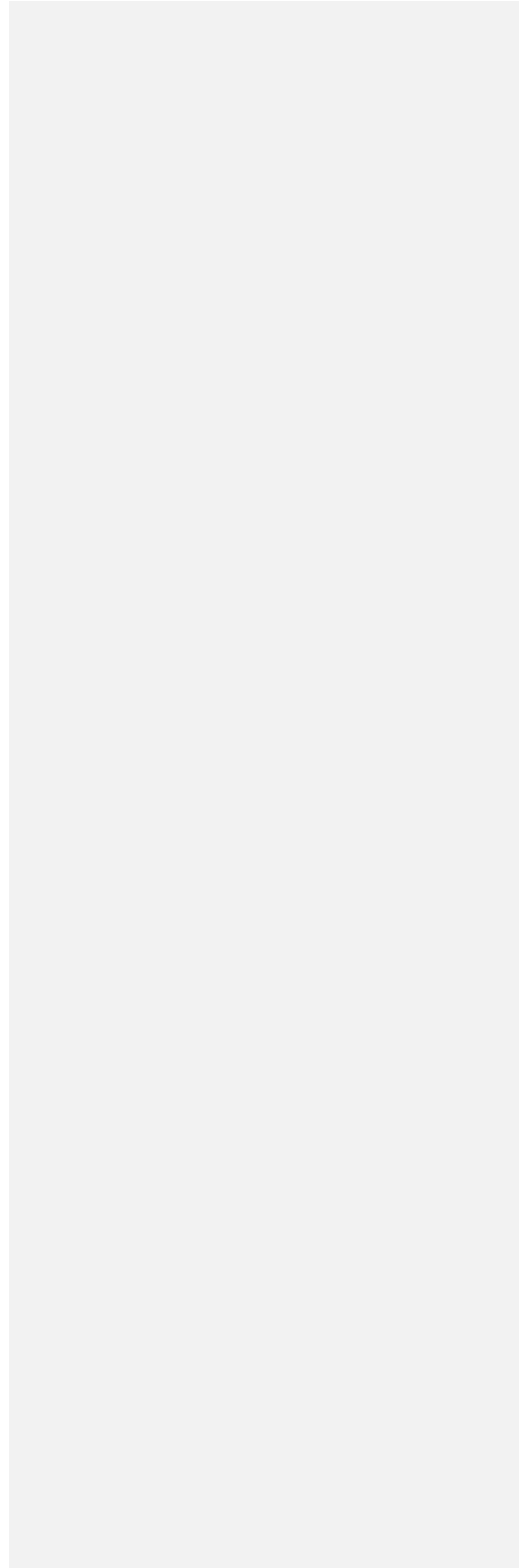


EXHIBIT 3
Project Budget

[See attached]

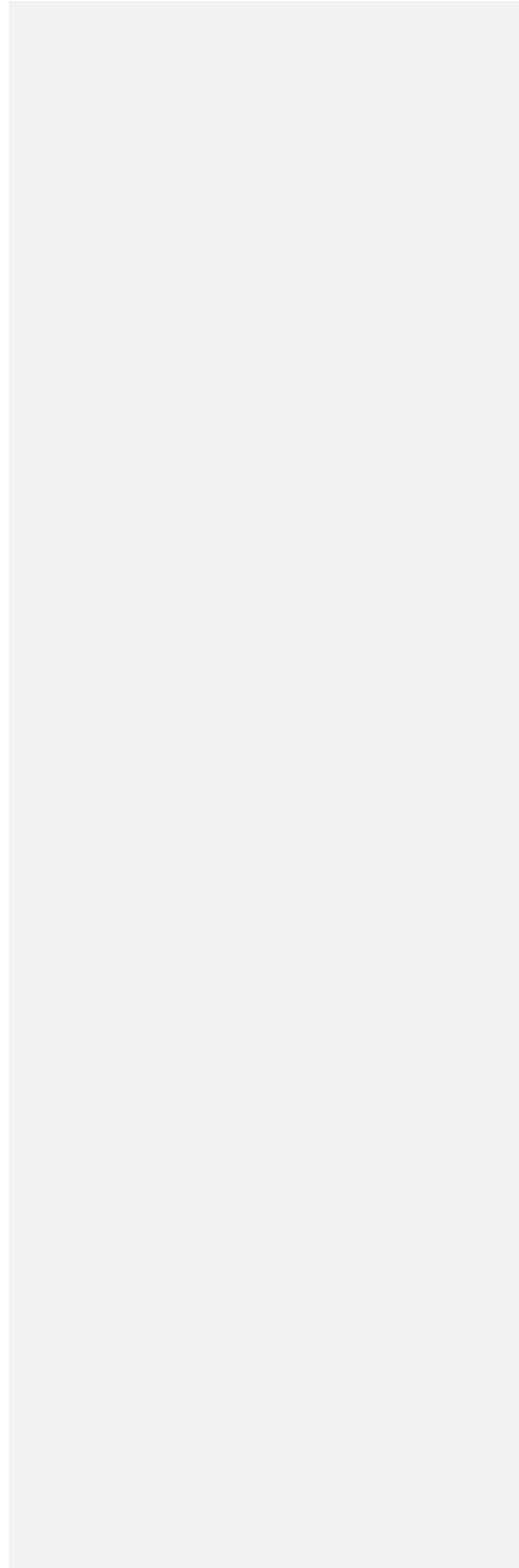
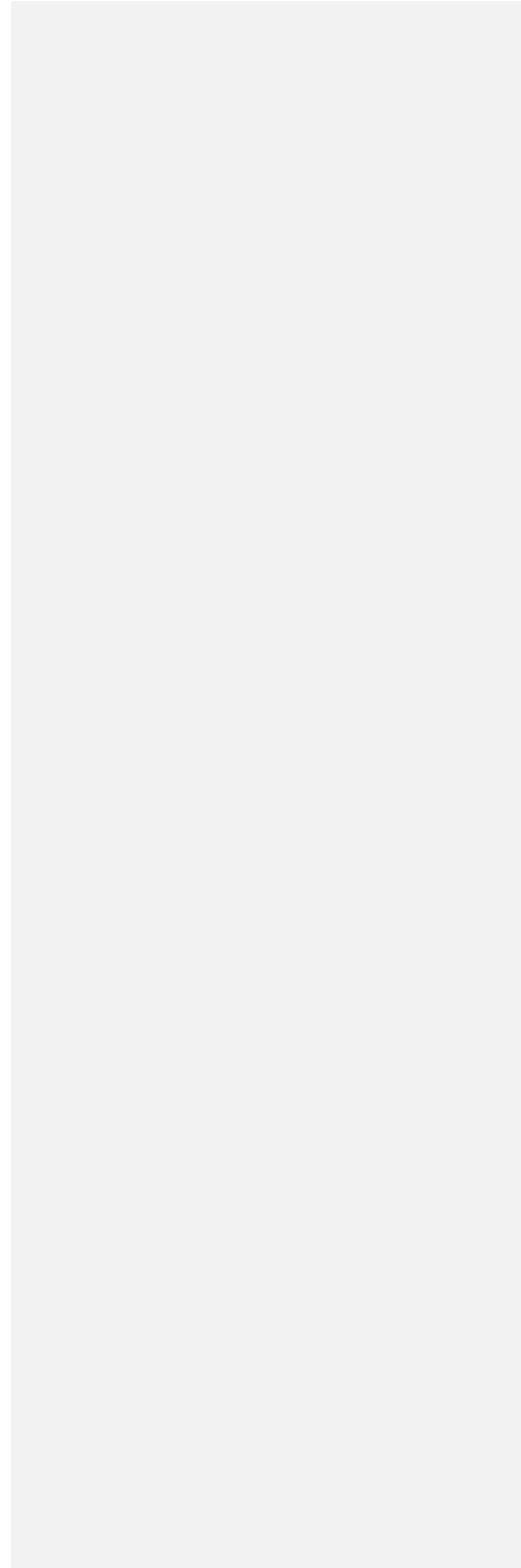


EXHIBIT 4

Guaranty

[See attached]



GUARANTY

In order to induce **CITY OF WEST ALLIS**, a Wisconsin municipal corporation ("**Lender**"), on this day July _____, 2024 to make a certain loan to **LXL ALLIS YARDS, LLC**, a Wisconsin limited liability company ("**Borrower**"), in the principal amount of \$2,000,000 (the "**Loan**"), as evidenced by (a) that certain Contaminated Site Loan Agreement for US EPA RLF Funds, dated of even date herewith between Borrower and Lender, as the same may be amended from time to time (the "**Loan Agreement**"); and (b) that certain Promissory Note of even date herewith in the original principal amount of \$2,000,000 (the "**Note**") issued by Borrower to the order of Lender, the undersigned ("**Guarantor**") hereby unconditionally guarantees to Lender the full and prompt performance and payment of any and all indebtedness, interest, principal, liabilities and obligations of Borrower (and any and all successors of the Borrower) to Lender with respect to the Loan in accordance with the terms of the Note, the Loan Agreement or the other Loan Documents (hereinafter collectively referred to as the "**Guaranteed Indebtedness**"), and the undersigned agrees to pay on demand all reasonable costs, expenses and attorneys' fees reasonably paid or incurred by the Lender in the enforcement of this Guaranty, whether incurred before or after judgment. Additionally, the undersigned guaranties the accuracy of, and agrees to be bound by, any and all representations and warranties in the Loan Agreement, whether such representations and warranties are made by Borrower on behalf of itself or made by Borrower on behalf of Guarantor.

All capitalized terms not otherwise defined in this Guaranty shall have the meanings given to them in the Loan Agreement.

This is a guaranty of payment and performance and not of collection. Without limiting the foregoing, the undersigned absolutely, irrevocably and unconditionally indemnifies and saves Lender harmless from and against all liabilities, suits, proceedings, actions, claims, assertions, charges, demands, delays, injuries and expenses (including reasonable attorneys' fees and disbursements, whether incurred before or after judgment) which are reasonable incurred by Lender as a result of any allegation or determination that the Guaranteed Indebtedness involves a fraudulent conveyance, transfer or obligation under federal or state law. Upon an Event of Default under the Loan Agreement that is continuing, the undersigned will, upon thirty (30) days' written demand from Lender, undertake such actions and expend such sums as may be necessary to discharge all of the Guaranteed Indebtedness.

No notice of any renewal, compromise or extension of the Guaranteed Indebtedness or of any modification in the terms of the same or of the terms of any other Loan Documents needs to be given to the undersigned who hereby consents to any such act. The undersigned hereby expressly waives presentment, demand, notice of nonpayment, protest and notice of protest on the Guaranteed Indebtedness and also acceptance of this Guaranty.

Lender is expressly authorized to forward or deliver any or all collateral for the Guaranteed Indebtedness which may at any time be placed with it by Borrower, the undersigned or any other Person for collection and remittance or for credit or to collect the same in any other manner and to renew, extend, compromise, exchange, release, surrender or modify the terms of any or all of such collateral with or without consideration, without notice to the undersigned and

without in any manner affecting the absolute liability of the undersigned hereunder. The liability of the undersigned hereunder shall not be affected or impaired by any failure, neglect or omission on the part of Lender to realize upon the collateral for the Guaranteed Indebtedness, nor by the taking by Lender of any other guaranty or guaranties to secure the Guaranteed Indebtedness, nor by the taking by Lender of collateral for the Guaranteed Indebtedness, nor by any act or failure to act whatsoever (except payment) which but for this provision might or could in law or in equity act to release or reduce the liabilities of the undersigned hereunder. If any payment applied by Lender to the Guaranteed Indebtedness (whether received from Borrower, the undersigned or any other Person) is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such indebtedness as fully as if such application had never been made.

The undersigned waives any and all surety defenses including all defenses, claims, setoffs and discharges of Borrower or any other obligor pertaining to the Note, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert against Lender any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, antideficiency statute, fraud, ultra vires acts, usury, illegality or unenforceability which may be available to Borrower with respect to the Guaranteed Indebtedness or any setoff available against Lender to Borrower, whether or not on account of a related transaction, and the undersigned expressly agrees that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Guaranteed Indebtedness notwithstanding provisions of Wisconsin law that may prevent Lender from enforcing such deficiency against Borrower. The liability of the undersigned shall not be affected or impaired by any voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of or other similar event or proceeding affecting Borrower or any of its assets. The undersigned will not assert against Lender any claim, defense or setoff available to the undersigned against Borrower.

The undersigned acknowledges that this Guaranty is in effect and binding as to it and agrees that possession of this Guaranty by Lender shall be conclusive evidence of due delivery hereof and further agrees that as to it, it shall continue in full force and effect notwithstanding the death or release of any other guarantor.

Until such time as the Guaranteed Indebtedness is paid and performed in full, the undersigned irrevocably and absolutely waives all rights of reimbursement, subrogation, indemnification or similar rights against Borrower with respect to this Guaranty, whether such rights arise under an express or implied contract or by operation of law. It is the intention of the parties that the undersigned are not deemed a "creditor" (as defined in Section 101 of the Federal Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower becomes a debtor in any proceeding under the Federal Bankruptcy Code.

The undersigned hereby represents and warrants to Lender: (i) the undersigned has filed all federal, state and other income and other tax returns required to be filed, which returns properly reflect taxes owed by the undersigned for the period covered thereby and the undersigned has paid or made appropriate provisions for the payment of all taxes which may become due pursuant to said returns and for the payment of all present installments of any assessments, fees and other governmental charges upon the undersigned or upon any of its property, except for such returns which the failure to file, and such taxes which the failure to pay, would not have a material adverse effect on the business, properties, assets, operations or condition (financial or otherwise) of the undersigned; and (ii) there are no actions, suits or proceedings pending or, to the actual knowledge of the undersigned, threatened against or affecting the undersigned, which, if determined adversely to the undersigned, would have a material adverse effect on the condition of the undersigned or on the ability of the undersigned to perform its obligations under this Guaranty and the other Loan Documents.

The undersigned covenants to file all tax returns and reports which are required by law to be filed by the undersigned and will pay before they become delinquent, all taxes, assessments and governmental charges and levies imposed upon the undersigned or its property.

The undersigned is presently informed of the financial condition of Borrower and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment or performance of the Guaranteed Indebtedness.

If any demand is made at any time upon Lender for the repayment or recovery of any amount or amounts received by it in payment or on account of any of the Guaranteed Indebtedness and if Lender repays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, provided any such settlement or compromise is undertaken in good faith, then the undersigned will be and remain liable hereunder for the amount or amounts so repaid or recovered to the same extent as if such amount or amounts had never been received originally by Lender.

It is agreed that Guarantor's liability is independent of any other guaranties at any time in effect with respect to all or any part of the Guaranteed Indebtedness, and Guarantor's liability hereunder may be enforced regardless of the existence of any such other guaranties.

This Guaranty shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the successors and assigns of Lender.

If this Guaranty is executed by more than one signer, then all agreements and obligations herein shall be joint and several as to each signer and shall be fully binding upon and enforceable against any and all such signers.

Any notice or other communication to the other party in connection with this Agreement shall be in writing and shall be sent in accordance with the provisions of the Loan Agreement, or with respect to Guarantor, in accordance with the provisions of the Loan Agreement at the address set forth on the signature page to this Guaranty, or to such other address as Guarantor may request by like notice.

The liability of the undersigned for repayment of the Loan shall terminate on the first date that both of the following have occurred: (a) all amounts due under the Loan prior to the Maturity Date have been paid in full; and (b) all principal payments due under the Note on the Maturity Date have been paid in full.

AT THE OPTION OF LENDER, THIS GUARANTY MAY BE ENFORCED IN ANY FEDERAL COURT OR WISCONSIN STATE COURT SITTING IN MILWAUKEE COUNTY, WISCONSIN, AND GUARANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT GUARANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS GUARANTY, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE

GUARANTOR AND LENDER HEREBY EACH WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. GUARANTOR AND LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

This Guaranty, effective as of the date first set forth above, shall be construed and interpreted in accordance with and governed by the laws of the State of Wisconsin in which state it shall be performed by the undersigned.

[SIGNATURE PAGE FOLLOWS]

FEDERAL CONSTRUCTION CONTRACT PROVISIONS

US EPA



Community Development Division
City of West Allis

7525 W. Greenfield Avenue
West Allis, WI 53214
(414) 302-8460

SECTION 1 INTRODUCTION

- 1. Minority Business Participation**
- 2. Code of Conduct**
- 3. Record Retention**
- 4. Contract Provisions**
- 5. Access to Records**

SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

- 1. Equal Opportunity**
- 2. EEO Officer**
- 3. Dissemination of EEO Policy**
- 4. Recruitment of Employees**
- 5. Selection of SubCONTRACTORS, Procurement of Materials and Leasing of Equipment**
- 6. EEO Records and Reports**
- 7. Nonsegregated Facilities**
- 8. Falsification of Documents**
- 9. *Intentionally Deleted***
- 10. Office of Federal Contract Compliance Programs (OFCCP)**

SECTION 3 FEDERAL LABOR STANDARDS REGULATIONS

- 1. Regulations**
- 2. Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion**
- 3. Instructions for Certification Lower Tier Covered Transactions**
- 4. Payment of Prevailing Wages**
- 5. Personnel Actions**
- 6. Conformance Rates**
- 7. Payment of Fringe Benefits**
- 8. Apprentice Participation**
- 9. Overtime Requirements**
- 10. Withholding Payments**
- 11. Violations and Liability**
- 12. Statements and Payrolls**

SECTION 4 ATTACHMENTS

- 1. Minority and Women's Business Goals**
- 2. Minority and Women's Business Compliance Report**
- 3. Federal Labor Provisions- HUD FORM 4010**
- 4. Equal Employment Opportunity Poster**
- 5. Intentionally Deleted**
- 6. Notice to All Employees of Federally Assisted Projects**
- 7. Wage Decision**
- 8. Prevailing Wage Payroll Format**
- 9. Health and Safety Poster**

1. MINORITY BUSINESS PARTICIPATION:

On each federally funded project, the CONTRACTOR is required to maintain documentation supporting their best efforts to achieve the MBE/WBE participation. Only those businesses duly registered on Wisconsin Department of Commerce Minority and Women's Business Directory may be counted toward the goal. The directory is available at www.commerce.state.wi.us/php/mbe-od/alpha_result_page.php or http://commerce.wi.gov/php/WBE/wbe_od_start.php/name.

The goals are provided under **Section 5 – Attachment 1**.

The CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible (24 CFR Part 85.36(e)).

Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever there are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation of small and minority businesses and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Wisconsin Department of Commerce; and
- F. Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps stated above A-E.

The reporting charts under Section 5- Item 2 will require completion to document minority firms and women enterprises were provided the opportunity to bid or provide services under this Contract bid.

2. CODE OF CONDUCT: 24 CFR 84.42

The contract utilizing all or part grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

3. RECORD RETENTION: 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

4. CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, the CONTRACTOR must adhere to **Federal Labor Provisions- HUD FORM 4010 under Section 5 – Attachment 3**.

Required Contract Provisions Federally Assisted Construction Contracts:

Contracts other than small purchases shall contain provisions or conditions, which will allow for 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.

If this contract is in excess of \$25,000, the contract provides provision for termination including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the CONTRACTOR.

If the contract is in excess of \$100,000, the contract 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 Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under 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 City, HUD and to the US EPA Administrator for Enforcement (EN-329).

These contract provisions shall apply to all work performed on the contract by the CONTRACTOR's own organization and with the assistance of workers under the CONTRACTOR's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the CONTRACTOR shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime CONTRACTOR shall be responsible for compliance by any subCONTRACTOR or lower tier subCONTRACTOR with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

5. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts, which exceed \$100,000 – 49 CFR 20)

The CONTRACTOR certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees that by submitting a bid or proposal that they require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all CONTRACTORS, subCONTRACTORS, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters, which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all CONTRACTORS, subCONTRACTORS, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

6. ACCESS TO RECORDS: 24 CFR 85.42-e

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access the CONTRACTOR's pertinent books, documents, papers or other records which are pertinent to the grant and/or project in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

SECTION 2 Equal Employment Opportunity Regulations

1. Equal Employment Opportunity Regulations

Since this project will be financed all or in part with Community Development Block Grant funds, the CONTRACTOR and any subcontractors shall be required to meet all regulations of the Federal Government and the HUD in regard to equal opportunity and employment practices. The award of this contract will not be made until the successful bidder has demonstrated ability to comply with all these regulations as required by the HUD. The apparent low bidder will be required to show compliance with federal regulations. **See Equal Employment Opportunity Poster under Section 5- Attachment 5 for required posting at all work sites.**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

The CONTRACTOR will include the portion of the following provisions of Paragraphs A through H 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, as amended by Executive Orders 11375 and 13279, as supplemented in Department of Labor regulations (41 CFR Part 60), so that such provisions will be binding upon each subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Equal employment opportunity (EEO) requirements are not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the CONTRACTOR's project activities under this contract. The Equal Opportunity Construction CONTRACTOR Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the CONTRACTOR agrees to comply with the following minimum specific requirement activities of EEO.

The CONTRACTOR will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex, age 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, sex orientation, 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 pose in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex orientation, religion, sex, age, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising that said labor union or workers' representatives of CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279 dated December 12, 2002, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the CONTRACTOR's noncompliance with the non-discrimination clause of this Contract or with any of such 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 contract procedures authorized in Executive Order 13279 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include provisions of Paragraph A through H 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 CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- H. No person in the United States shall, on the ground race, color, sex orientation, religion, sex, age, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

2. CONTRACTOR EEO OFFICER:

The CONTRACTOR will designate and make known to the City of West Allis the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate authority and responsibility to do so.

3. DISSEMINATION OF POLICY:

All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority employees.

Notices and posters identifying the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. RECRUITMENT OF EMPLOYEES:

When advertising for employees, the CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONTRACTOR for employment consideration.

In the event the CONTRACTOR has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

The CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subCONTRACTORS, including procurement of materials and leases of equipment.

The CONTRACTOR shall notify all potential subCONTRACTORS and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. The CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subCONTRACTORS or subCONTRACTORS with meaningful minority group and female representation among their employees.

The CONTRACTOR will use his best efforts to ensure subCONTRACTOR compliance with their EEO obligations.

6. EEO RECORDS AND REPORTS:

The CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of five years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the CONTRACTOR shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project; The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

7. NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more. By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this contract. The CONTRACTOR further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term “segregated facilities” refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

8. FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the CONTRACTOR to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The CONTRACTOR or subCONTRACTOR shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, 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, the awarding agency, HUD or DOL, or all may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such actions 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 of debarment action pursuant to 29 CFR 5.12.

9. Intentionally Deleted

10. OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For this federally assisted construction contract, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all CONTRACTORs and subCONTRACTORs holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the CONTRACTOR/bidder of

the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction CONTRACTOR must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/esa/OFCCP or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

11. Compliance with Rehabilitation Act of 1973

- A. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Pursuant to Section 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§793 and 794); Definition: "Individual with disability" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment, as provided in 29 U.S.C. §706(8)(B). For purposes of employment, this term does not include: Any individual who is currently engaging in the illegal use of drugs, as provided in 29 U.S.C. §706(8)(C), or any individual who is an alcoholic whose current use of alcohol prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol abuse, would constitute a direct threat to property or the safety of others, as provided in 29 U.S.C. §706(8)(C)(v); or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job (as provided in 29 U.S.C. §706(8)(D)).
1. The CONTRACTOR will not discriminate against any employee because of disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, up-grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
 2. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations a relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the

contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to section 503 of the Act 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 3 Federal Labor Standards Regulations

Any and all CONTRACTORS, subcontractors, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

The attached **Notice to All Employees Poster on Federally Assisted Projects** must be posted on the worksite during the entirety of the project. **See Section 5- Attachment 6.**

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. **Wage Decision attached under Section 5 – Attachment 7.**
3. Contract Work Hours and Safety Standards Act
4. Copeland Act (Anti-Kickback Act)
5. Fair Labor Standards Act
6. **Payroll Format attached under Section 5 – Attachment 8**

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the contractor is providing the certification set out below. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The CONTRACTOR shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the CONTRACTOR to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The CONTRACTOR shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The CONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The CONTRACTOR further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

The City covered transaction will rely upon a certification of a CONTRACTOR in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs” (Nonprocurement List), which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a CONTRACTOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the CONTRACTOR and subCONTRACTOR providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier subCONTRACTOR shall provide immediate written notice to the person to which this proposal is submitted if at any time the subCONTRACTOR learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The CONTRACTOR and subCONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The CONTRACTOR and subCONTRACTOR further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A CONTRACTOR in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a CONTRACTOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The CONTRACTOR and subCONTRACTOR certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the CONTRACTOR and subCONTRACTOR are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts:

All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or its subCONTRACTORS and such laborers and mechanics. The wage determination 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. 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.

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.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

4. PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

The CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other

persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

The CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

5. CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the CONTRACTOR or subCONTRACTOR, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the CONTRACTOR or subCONTRACTORS, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (OCRA Labor Standards Compliance Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

6. PAYMENT OF FRINGE BENEFITS:

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 or subCONTRACTORS, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the CONTRACTOR or subCONTRACTOR does not make payments to a trustee or other third person, he/she may consider as a 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.

7. APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered

with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subCONTRACTOR 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-level hourly rate) specified in the CONTRACTOR's or subCONTRACTOR's registered program should be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a

State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR or subCONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

8. OVERTIME REQUIREMENTS:

No CONTRACTOR or subCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

9. WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the CONTRACTOR or subCONTRACTOR 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, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics 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 employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the CONTRACTOR, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

10. VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the CONTRACTOR and any subCONTRACTOR responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such CONTRACTOR and subCONTRACTOR shall be liable to the United States for liquidated damages.

11. STATEMENTS AND PAYROLLS:

Applicable to all Federally assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The CONTRACTOR shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR and each subCONTRACTOR during the course of the work and preserved for a period of 5 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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 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 and subCONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. CONTRACTORS or subCONTRACTORS employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each CONTRACTOR and subCONTRACTOR shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subCONTRACTORS.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subCONTRACTOR or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic 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 the Regulations, 29 CFR 3;

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

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”.

Attachment # 1

GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and subcontracts in excess of \$10,000 (EO 11246). All hours of work (federal and nonfederal) in each trade, regardless of the location of work, are subject to these goals.

- A. Goals for Women: 6.9%
- B. Goals for Minorities: 8.0%

ATTACHMENT #3

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

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 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the 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 Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

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, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED 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 qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RETALIATION

Retaliation is prohibited against a person who files a charge 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), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

Private Employment, 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 the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits 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 and sexual harassment) 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 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in 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.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, SEX, NATIONAL ORIGIN

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act 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 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 in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Publication OFCCP 1420
Revised August 2008



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410



NOTICE

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS*

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits *polygraph* (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties up to \$10,000 against violators. Employees or job applicants may also bring their own court actions.

ADDITIONAL INFORMATION

Additional information may be obtained, and complaints of violations may be filed, at local offices of the Wage and Hour Division. To locate your nearest Wage-Hour office, telephone our toll-free information and help line at 1-866-4USWAGE (1-866-487-9243). A customer service representative is available to assist you with referral information from 8am to 5 pm in your time zone; or if you have access to the internet, you may log onto our Home page at www.wagehour.dol.gov.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

**The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.*

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
Wage and Hour Division
Washington, D.C. 20210

WH Publication 1462
June 2003



City of West Allis
Department of Development
7525 W. Greenfield Ave.
West Allis, WI 53214

Project Name/Address: _____

ANTI-LOBBYING CERTIFICATE

Certification for contracts, grants, loans and cooperative agreements funded with CDBG or HOME dollars

The undersigned Contractor certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an office or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., and 18 P.C.S. § 4904 (pertaining to unsworn falsification to authorities) apply to this certification and disclosure.

Company Name: _____

Company Officer: _____

(Print Name and Title)

(Signature)

(Date)

ATTACHMENT #6

NOTICE TO ALL EMPLOYEES



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of 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 a week. There are some exceptions.

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, contact the Contracting Officer listed below:

	
7525 West Greenfield Avenue West Allis, Wisconsin 53214 Phone 414/382-8468 Fax 414/382-8401	Department of Development Patrick Schloss Contracting Officer Municipal pschloss@ci.west-allis.wi.us http://www.ci.west-allis.wi.us

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
**U.S. Department of Labor
Employment Standards Administration**



Attachment #7

WAGE DECISION

Wage/Fringe Benefit Certification

(To Be Completed by Contractor/Subcontractors Prior to Contract Award.)

GRANTEE:		GRANT:		PROJECT:	
This is to certify that _____ plans to use the following classifications of workers on the above referenced project:					
From Applicable Wage Decision				Total Package to be paid by Contractor	
Classification	Base Wage to be paid by Contractor		Total Package Due	Fringe Benefits to be provided by Contractor	
	Base Wage Due	Fringe Benefits Due		Benefit	Hourly Amount
Certified by:			Title:		Date:
(Must be Certified by Owner or Chief Financial Officer)					

INSTRUCTION FOR COMPLETING PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employee as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, address, and Social Security number of Employee: The employee's full name and Social Security Number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer of Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours all hours worked in excess of 8 hours per day and 40 hours in a week.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3,251.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

Fringe Benefits - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in the amounts not less than were determined in the applicable wage decisions of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee, as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally-assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally-assisted project and then the gross amount earned during the week on all projects, thus \$63,000.120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filing out paragraph 4 of the statement.

STATEMENT OF COMPLIANCE

Date _____

I, _____, do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the
(Contractor or Subcontractor)
_____ that during the payroll 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 Contractor or
Subcontractor from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland
Act, as amended (48 Stat., 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(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.

SAFETY AND HEALTH PROTECTION ON THE JOB

I
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H
A

INTRODUCTION:

The intent of the Indiana Occupational Safety and Health Act of 1974, Indiana Code 22-8-1.1, is to assure, so far as possible, safe and healthful working conditions for the workers in the State.

The Indiana Department of Labor has primary responsibility for administering and enforcing the Act and the safety and health standards promulgated under its provisions.

Requirements of the Act include the following:

EMPLOYERS:

Each employer shall establish and maintain conditions of work which are reasonably safe and healthful for employees and free from recognized hazards that are causing or likely to cause death or serious physical harm to employees. The Act further requires that employers comply with the Occupational Safety and Health Standards, Rules and Regulations.

EMPLOYEES:

All employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued under the Act which are applicable to their own actions and conduct.

INSPECTION:

The Act requires that an opportunity be provided for employees and their representatives to bring possible safety and health violations to the attention of the Department of Labor inspector in order to aid the inspection. This requirement may be fulfilled by allowing a representative of the employees and a representative of the employer to accompany the inspector during inspection. Where there is no employee representative, the inspector shall consult with a reasonable number of employees.

COMPLAINT:

Employees have the right to file a complaint with the Department of Labor. There shall be an inspection where reasonable grounds exist for the Department of Labor to believe there may be a hazard. Unless permission is given by the employees complaining to release their names, they will be withheld from the employer. Telephone Number (317) 232-2693.

The Act provides that no employer shall discharge, suspend or otherwise discriminate in terms of conditions of employment against any employees for their failure or refusal to engage in unsafe practices or for filing a complaint, testifying or otherwise acting to exercise their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with the Department of Labor within 30 days of the alleged discrimination. Please note that extensions of the 30-day filing requirement may be granted under certain special circumstances, such as where the employer has concealed, or misled the employee regarding the grounds for discharge. However, a grievance-arbitration proceeding which is pending would not be considered justification for an extension of the 30-day filing period. The Commissioner of Labor shall investigate said complaint and upon finding discrimination in violation of the Act, shall order the employer to provide necessary relief to the employees. This relief may include rehiring, reinstatement to the job with back pay, and restoration of seniority.

All employees are also afforded protection from discrimination under Federal Occupational Safety and Health Act and may file a complaint with the U.S. Secretary of Labor within 30 days of the alleged discrimination.

VIOLATION NOTICE:

When an alleged violation of any provision of the Act has occurred, the Department of Labor shall promptly issue a written order to the employer, who shall be required to post it prominently at or near the place where the alleged violation occurred until it is made safe and required safeguards are provided or 3 days, whichever is longer.

PROPOSED PENALTIES:

The Act provides for CIVIL penalties of not more than \$7,000 for each serious violation and for CIVIL penalties of up to \$7,000 for each non-serious violation. Any employer who fails to correct a violation within the prescribed abatement period may be assessed a CIVIL penalty of not more than \$7,000 for each day beyond the abatement date during which such violation continues. Also, any employer who knowingly or repeatedly violates the Act may be assessed CIVIL penalties of not more than \$70,000 for each violation. A minimum penalty of \$5,000 may be imposed for each knowing violation. A violation of posting requirements can bring a penalty of up to \$7,000.

VOLUNTARY ACTIVITY:

The Act encourages efforts by labor and management, before the Department of Labor inspections, to reduce injuries and illnesses arising out of employment.

The Act encourages employers and employees to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries.

Such cooperative action would initially focus on the identification and elimination of hazards that could cause death, injury, or illness to employees and supervisors.

The Act provides a consultation service to assist in voluntary compliance and give recommendations for the abatement of cited violations. This service is available upon a written request from the employer to the Bureau of Safety Education and Training (BuSET). Telephone Number (317) 232-2688.

COVERAGE:

The Act does not cover those hired for domestic service in or about a private home and those covered by a federal agency. Those exempted from the Act's coverage include employees in maritime services, who are covered by U.S. Department of Labor, and employees in atomic energy activities who are covered by the Atomic Energy Commission.

NOTE:

Under a plan approved March 6, 1974, by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the State of Indiana is providing job safety and health protection for workers throughout the State. OSHA will monitor the operation of this plan to assure that continued approval is merited. Any person may make a complaint regarding the State administration of this plan directly to the OSHA Regional Office. Regional Administrator, Region V, U.S. Department of Labor, Occupational Safety and Health Administration, 230 South Dearborn Street, Chicago, Illinois 60604, Telephone Number (312) 353-2220.

MORE INFORMATION:

INDIANA DEPARTMENT OF LABOR
402 West Washington Street, Room W195
Indianapolis, Indiana 46204
Telephone: (317) 232-2655
TTY/Voice: 1-800-743-3333
Fax: (317) 233-3790
Internet: <http://www.state.in.us/dol>

Lori Torres
Commissioner of Labor



EMPLOYERS: This poster must be displayed prominently in the workplace.

Superseded General Decision Number: WI20230015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024

2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/10/2024
6	05/24/2024
7	06/21/2024

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.18	25.88

BRWI0002-002 06/01/2023

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 47.10	25.16

BRWI0002-005 06/01/2023

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.97	25.02

BRWI0003-002 06/01/2023

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0004-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.50	26.96

BRWI0006-002 06/01/2023

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.08	25.98

BRWI0007-002 06/01/2023

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.95	26.80

BRWI0008-002 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.96	25.67

BRWI0009-001 06/01/2023

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0011-002 06/01/2023

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0013-002 06/01/2023

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

BRWI0019-002 06/01/2023

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.32	26.74

BRWI0021-002 06/01/2023

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.49	27.24

BRWI0034-002 06/01/2023

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0264-003 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72

CARP0310-002 06/05/2023

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/05/2023

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0955-002 06/05/2023

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

CARP1056-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPLEALEU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 40.00	27.77

CARP1074-002 06/05/2023

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

CARP1146-002 06/05/2023

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIIVER.....	\$ 39.43	27.02

CARP2337-009 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.22	34.01

CARP2337-010 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
MILLWRIGHT.....	\$ 39.31	32.21

* ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

* ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 30.27	19.11

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).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
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Electricians:.....\$ 46.05 30%+13.15

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 36.14 29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 43.38 23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

Rates Fringes

Electricians:

Electrical contracts over
\$180,000.....\$ 33.94 21.80

Electrical contracts under
\$180,000.....\$ 31.75 21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 41.37 69.25%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Fremont, Lynn, Mayville, Sherman,
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,
MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area
West of a line 6 miles West of the West boundary of Oconto
County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS
AND WOOD COUNTIES

Rates Fringes

Electricians:.....\$ 38.74 26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 05/28/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 47.75	26.72

ELEC0494-006 05/28/2023

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 41.40	23.90

ELEC0494-013 05/28/2023

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.65	18.36
Technician.....	\$ 34.65	18.36

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2023

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton,

and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.94	29.50%+10.00

ELEC0890-003 06/01/2023		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.25	25.95%+11.63

ELEC0953-001 06/02/2019		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-001 06/01/2023		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 50.21	24.05
Group 2.....	\$ 49.71	24.05
Group 3.....	\$ 49.21	24.05
Group 4.....	\$ 48.37	24.05
Group 5.....	\$ 44.39	24.05
Group 6.....	\$ 39.24	24.05

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, leadsand/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; Gantrys (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

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14
Group 3.....	\$ 44.23	27.14
Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

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 and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 IRON0008-002 06/01/2023

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.73	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.40	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 IRON0383-001 06/01/2023

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

 IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.00	34.11

 IRON0512-021 04/30/2023

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
 PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.14	34.00

 * LAB00113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
 Demolition and Wrecking Laborer; Guard Rail, Fence, and
 Bridge Builder; Landscaper; Multiplate Culvert Assembler;
 Stone Handler; Bituminous Worker (Shoveler, Loader, and
 Utility Man); Batch Truck Dumper or Cement Handler;
 Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
 Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
 (Pavement); Vibrator or Tamper Operator (Mechanical Hand
 Operated); Chain Saw Operator; Demolition Burning Torch
 Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
 (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

 * LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01

Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

* LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.52	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

* LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

* LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 34.59	24.84
Spray, Sandblast, Steel....	\$ 35.19	24.84
Repaint:		
Brush, Roller.....	\$ 33.09	24.84
Spray, Sandblast, Steel....	\$ 33.69	24.84

PAIN0108-002 06/01/2023

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 41.04	21.95
Spray & Sandblast.....	\$ 42.04	21.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
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PAINTER.....\$ 22.03 12.45

PAIN0781-002 06/01/2023

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 39.84	24.86
Brush.....	\$ 39.09	24.86
Spray & Sandblast.....	\$ 39.84	24.86

PAIN0802-002 06/01/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 35.00	20.62

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2023

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 35.00	20.62

PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

PLAS0599-002 06/01/2023

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 45.17	27.27
Area B.....	\$ 39.97	25.02
Area C.....	\$ 40.40	25.25
Area D.....	\$ 41.16	24.49
Area E.....	\$ 40.50	25.14
Area F.....	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

 PLUM0011-003 05/06/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 49.32	27.18

 PLUM0075-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.27	21.47

 PLUM0075-004 06/01/2016

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.52	21.47

 PLUM0075-009 06/01/2016

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.82	20.12

 * PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.90	27.53

 PLUM0118-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 50.50	25.47

 * PLUM0400-003 05/31/2024

ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 49.00	21.84

 PLUM0434-002 05/28/2023

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 46.89	22.73

 * PLUM0601-003 06/03/2024

Zone 1

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 55.67	31.19

 * PLUM0601-009 06/03/2024

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 56.88	30.01

* TEAM0039-002 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 37.57	27.41
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....	\$ 37.72	27.41

* SUWI2011-001 11/16/2011

	Rates	Fringes
WELL DRILLER.....	\$ 16.52	**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

 The body of each wage determination lists the 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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- * 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 National Office because National Office has 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"