

13



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2004-0221 Resolution In Committee

Resolution to approve Commercial Facade Improvement Project Contract by and between the City of West Allis and Carsten Schwab and Siegfried Schwab for the property at 7038-40-42 W. Greenfield Ave. in an amount not to exceed \$18,000

Introduced: 7/6/2004

Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

adoption

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>JUL 06 2004</u>		✓	Barczak	✓			
			Czaplewski	✓			
			Dobrowski				
			Kopplin				
			Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
	✓		Vitale				
			Weigel	✓			
		TOTAL		5	0		

SIGNATURE OF COMMITTEE MEMBER

[Signature]
Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
JUL 06 2004	✓		Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	10	-		

C: Dev. Dept.
Chris Phinney

**STANDING COMMITTEES OF THE
CITY OF WEST ALLIS COMMON COUNCIL
2004**

ADMINISTRATION & FINANCE

Chair: Michael J. Czaplewski
Vice-Chair: Martin J. Weigel
Gary T. Barczak
Thomas G. Lajsic
Rosalie L. Reinke

PUBLIC WORKS

Chair: Richard F. Narlock
Vice-Chair: Linda A. Dobrowski
Kurt E. Kopplin
Vincent Vitale
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Vincent Vitale
Gary T. Barczak
Martin J. Weigel
Rosalie L. Reinke

LICENSE & HEALTH

Chair: Kurt E. Kopplin
Vice-Chair: James W. Sengstock
Linda A. Dobrowski
Richard F. Narlock
Michael J. Czaplewski

ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Gary T. Barczak
Linda A. Dobrowski
Vincent Vitale
Martin J. Weigel



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0221

Final Action:
JUL 06 2004

Resolution to approve Commercial Facade Improvement Project Contract by and between the City of West Allis and Carsten Schwab and Siegfried Schwab for the property at 7038-40-42 W. Greenfield Ave. in an amount not to exceed \$18,000

BE IT RESOLVED by the Common Council of the City of West Allis that the Commercial Facade Improvement Project Contract, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Director of Development, or his designee, be and is hereby authorized to execute and deliver the aforesaid Contract on behalf of the City.

That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that an amount not to exceed \$18,000 be appropriated from the Community Development Block Grant Funds to pay the liability that will be incurred under the aforesaid Contract by the City of West Allis.

cc: Department of Development
Chris Phinney, Grant Accounting Specialist

Dev-R-354\jmg7-6-04

ADOPTED

July 6, 2004
Paul M. Ziehler

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

July 9, 2004
Jeannette Bell

Jeannette Bell, Mayor

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FACADE DEMONSTRATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 1

CONTRACT NO. _____

DATE OF AWARD 8/6/04

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 7038-40-42 West Greenfield Avenue

TAX KEY NUMBER: 440-0230-000

IMPROVEMENTS (General): See attached Exhibit A – “General Contractor Proposal” and Exhibit B – “Approved Architectural Plans”

TIME OF PERFORMANCE: 2004

TOTAL AMOUNT OF CONTRACT: Not to exceed \$18,000

THIS AGREEMENT, entered into by and between Carsten Schwab & Siegfried Schwab (hereinafter referred to as the "OWNER"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by John F. Stibal, Director, Department of Development (or his designee) of the City of West Allis, Department of Development.

Work may commence in accordance with approved performance and work schedules.

WITNESSETH THAT:

WHEREAS, The OWNER represents itself as being capable and qualified to undertake and have installed those certain facade improvements, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **FACADE IMPROVEMENTS AND REQUIREMENTS.** The OWNER hereby agrees to make the facade improvements as hereinafter set forth, all in accordance with the terms and conditions of this Contract. OWNER agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the facade improvements delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the facade improvements.

- C. Comply with time schedules and payment terms.
 - D. Make no changes to the building facade without Department of Development approval for a period of five (5) years from and after completion of the facade improvements, except for maintenance and changes to sign fascia for new tenants.
- II. SCOPE OF SERVICES. The OWNER shall in a satisfactory, timely and proper manner, undertake and complete the following project(s) as set forth in the attached Exhibit(s). Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.
- III. AVAILABILITY OF FUNDS.
- A. This contract award is 100% funded under the Federal Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the OWNER agree that the City of West Allis, Department of Development can modify and reduce either the OWNER's compensation (as listed on Page 1 as the "Total Amount of Contract") or the OWNER's program year or both. (The Department of Development will notify the OWNER of such reduction).
 - B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
- IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:

Name: Carsten Schwab & Siegfried Schwab
Address: 1434 Maple Drive
City and State: Hubertus, WI 53033

and to the CITY at:

John F. Stibal, Director
Department of Development
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

- V. TIME OF PERFORMANCE. The facade improvements to be made under the terms and conditions of this Contract shall be in force and shall commence from approval of performance and work schedules by the Director of Development, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies incurring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the OWNER shall continue to be obligated thereafter to fulfill OWNER's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.
- VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.
- A. Performance. The OWNER agrees that the performance of work, services and the results therefore,

pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

- B. Place of Performance. The OWNER shall make the facade improvements to the following property:


7038-40-42 West Greenfield Avenue
West Allis, WI 53214

- C. Compensation. The CITY agrees to reimburse the OWNER, subject to satisfactory completion and acceptance of the facade improvements by the Department of Development and the other contingencies herein, and the OWNER agrees to accept for the satisfactory completion of the facade improvements under this Contract an amount not to exceed the maximum as indicated on Page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the required improvements. OWNER shall submit such invoices, statements, checks and other evidence of payment as the Department may require to verify the amount of reimbursement due under this Contract.
- D. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the OWNER receiving payment under this Contract shall be the sole responsibility of the OWNER.

Approved as to form this 13th day
of July, 2004.

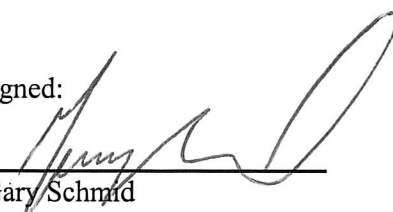

Jeffrey J. Warchol, Assistant City Attorney

CITY OF WEST ALLIS

By: 
John F. Stibal, Director
Director of Development

Date: 7-19-04

Countersigned:


By: 
Gary Schmid
Manager of Finance/Comptroller

Date: 7/19/04

OWNER

By: 
Carsten Schwab

Date: 8/2/04

By: 
Siegfried Schwab

Date: 8-2-04

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FACADE DEMONSTRATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 2

CONTRACT NO. _____

DATE OF AWARD _____

This CONTRACT is funded, in whole or in part, with Federal Community Development Block Grant Funds. The OWNER will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the CONTRACT.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

II. Equal Employment Opportunity. (All Projects exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The OWNER will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap 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 Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The OWNER will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The OWNER will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Sub-recipient certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. OWNER will cooperate with the City in carrying out the following:

A. Consents to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Is authorized and consents to accept the jurisdiction of the federal courts for the purpose of enforcement of this section.

VIII. Historic Preservation. OWNER will comply with the requirements for historic preservation, identification and review set forth in Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The OWNER will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the OWNER will agree that any such work will be done in accordance with such laws and regulations.

XIV. Religious Entity. As a general rule, per CFR 24, Part 570.200(j)(3), CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub-recipient from which the CDBG funds are derived that, in connection with the provision of such services:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in to religious proselytizing, and exert no other religious influence in the provision of such public services.

XV. Fraud. The OWNER has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. it is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.



XVI. Remedies for Noncompliance. In the event of OWNER's noncompliance with any of the provisions of these General Conditions, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

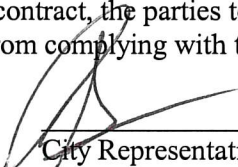
- A. Withholding of payment of funding under the Agreement until Sub-recipient complies; and/or
- B. Immediate cancellation, termination or suspension of the Agreement, in whole or in part.
- C. Other remedies that may be legally available.

XVII. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

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

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

 
Owner Initials


City Representative Initials

h\cf\7-g-s\bjb

Attached

Exhibit A

“General Contractor Proposal”



Lewitzke Contracting

S63 W13426 Windsor Rd.
Muskego, WI 53150

Voice (414) 425-3405

Fax (414) 425-3298

Quotation

Quote Number:
50304

Quote Date:
May 3, 2004

Quoted to:

Siegfried Schwab
7038-7040 W. Greenfeild
West Allis, WI 53219

Job Address :

Page:
2

Description	Price
INTERIOR OF STOREFRONT :	4,900.00
Remove drop ceiling and provide container for removal of all debris.	
Remove non-barring partition walls, and move furred-out walls as far back as possible.	
install new drywall over existing exterior walls, tape, prime, and paint new drywall.	
Install new drop ceiling, height to be 9' or as high as possible.	
Frame new rear entrance hallway, w/ ceiling & light. install two 3068 doors.	
ALL STOREFRONT ELECTRICAL DONE BY OTHERS :	3,850.00
Electrical to include ceiling, lights, and walls.	
REPLACEMENT WINDOWS :	2,850.00
Remove old windows, and install new vinyl windows.	
Sizes are as follows:	
2 - double hung 30" x 64"	
2 - double hung 46" x 64"	
1 - casement 72" x 62"	
HVAC :	2,500.00
hvac work includes ceilings and walls for air supplies and cold air returns.	
PLUMBING CODE VIOLATIONS AND A.D.A. VIOLATIONS WILL BE DONE ON A TIME AND MATERIAL BASIS.	
NO FLOORING WORK IS IN THIS BID, AND BATHROOMS TO REMAIN EXISTING.	
REFUSE AREA :	750.00

Payment Terms :

Good Thru 6/2/04

Total

Continued

50% Down, Balance on completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Signed: _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of acceptance: _____ Signed: _____



Lewitzke Contracting

S63 W13426 Windsor Rd.

Muskego, WI 53150

Voice (414) 425-3405

Fax (414) 425-3298

Quotation

Quote Number:
50304

Quote Date:
May 3, 2004

Quoted to:

Siegfried Schwab
7038-7040 W. Greenfeild
West Allis, WI 53219

Job Address :

Page:

1

Description	Price
STOREFRONT RESTORATION	
Price to include all labor, materials, and equipment.	
ARCHITECTURAL FEES :	3,650.00
PERMITS / PLANNING FEES :	1,450.00
STORE FRONT :	9,250.00
Remove old concrete slabs in two doorways, to exstend storefront.	
Frame new rough openings for larger windows, and one centered enterance.	
Install two windows 88" x 80" , two windows 24" x 80" , two windows 12" x 80", and two doors 36" x 84".	
Door to swing inward and have standard hardware.	
MASONRY / FYPON :	3,800.00
Supply and install new fypon raised panels below storefront glass.	
Install new concrete sills	
Pour new stoop for centered enterance.	
Any and all foundation problems will be an extra and be done on a time and material basis.	
AWNING :	1,500.00
SIDING :	1,350.00
Install hardie plank from 2' (top of sill) to 10' (bottom of second story).	
Paint color to match panels or awning.	
ENTERANCE :	2,850.00
Interior below windows to be drywalled, taped, and painted white.	

Payment Terms :

Good Thru 6/2/04

Total

Continued

50% Down, Balance on completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Signed: _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of acceptance: _____ Signed: _____

Date of acceptance: _____ Signed: _____

Attached

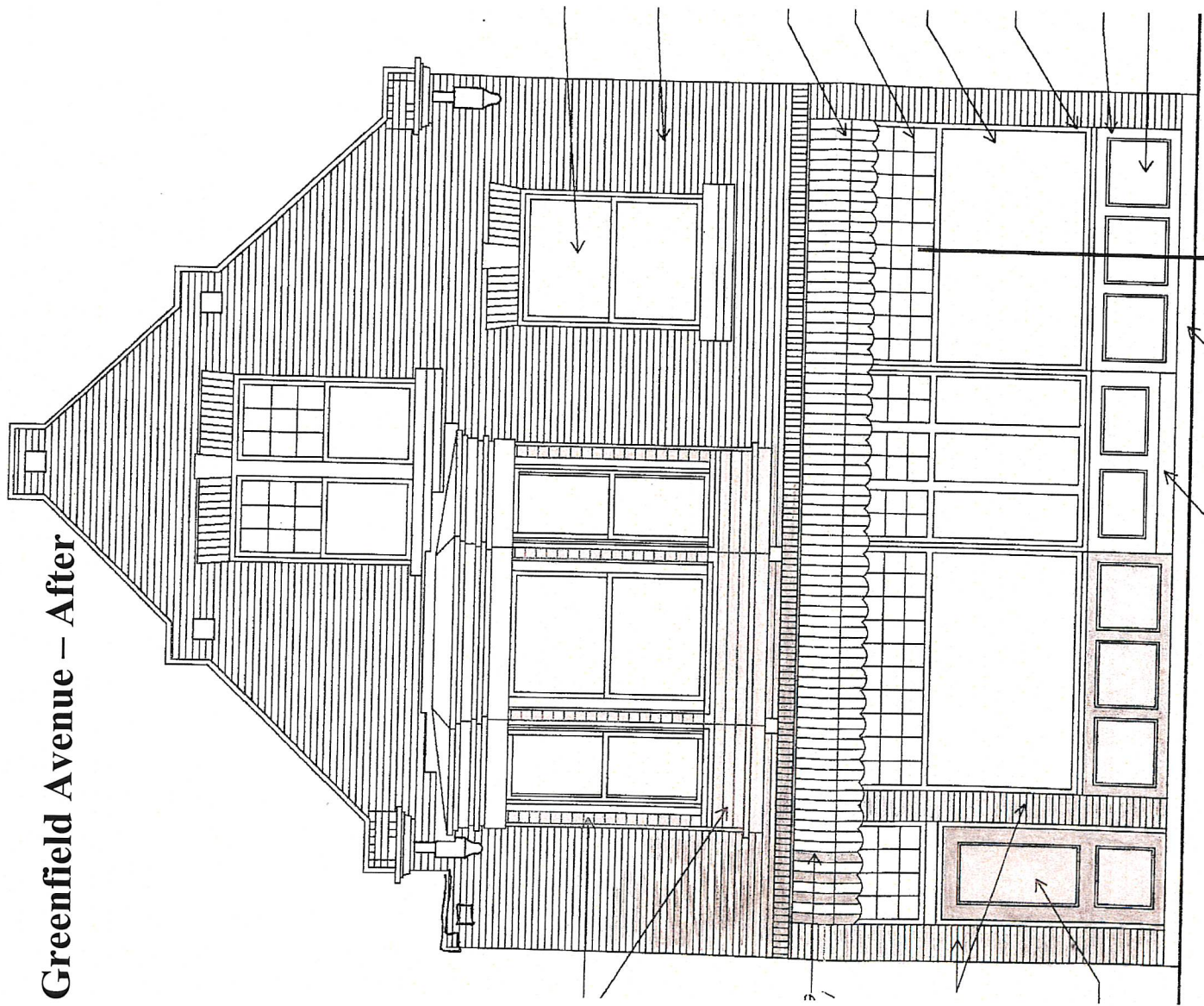
Exhibit B

“Approved Architectural Plans”



7040 W. Greenfield Avenue - Before

7040 W. Greenfield Avenue – After



7040 W. Greenfield Avenue – After

