

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

**CONTRACT**

CONTRACT NO. 5300

DATE OF AWARD 2-20-2018

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 5300 West Greenfield Ave.

TAX KEY NUMBER: 474-0010-002

ATTACHMENTS: Exhibit A – Federal Contract Provisions  
Exhibit B - Wage Decision  
Exhibit C – General Contract Proposal  
Exhibit D – Architectural Plans  
Exhibit E – Façade Grant Application from Owner

TIME OF PERFORMANCE: Completed by June 30, 2018

TOTAL AMOUNT OF CONTRACT: Grant project cost, not to exceed \$40,000.00

THIS AGREEMENT, entered into by and between MJOB Properties, LLC (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").

RECITALS:

WHEREAS, CITY offers a façade improvement program funded with Community Development Block Grant ("CDBG") funds; and,

WHEREAS, OWNER, owner of the property located at 5300 West Lincoln Avenue, in the City of West Allis, applied for a façade grant to address issues of slum and blight; and,

WHEREAS, OWNER'S proposed façade improvements meet the CDBG program's National Objectives, pursuant to 24 CFR 570.202, by eliminating slum or blight; and,

WHEREAS, OWNER is planning a significant renovation of the property and the façade grant will help advance the project and leverage private investment; and,

WHEREAS, OWNER represents itself as being capable and qualified to undertake and install 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. OWNER hereby agrees to make the facade improvements listed in its general contract proposal, architectural plans, and façade grant application

attached hereto as Exhibits C, D, and E, 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 as approved by CITY'S Department of Development.
  - 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 as approved by CITY'S Department of Development.
  - 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.
  - E. The contract is funded with federal CDBG funds requiring OWNER to fully comply with the statutes, laws, rules, regulations and other requirements outlined in this Contract and under the Federal Contract Provisions hereby incorporated and made part of this Contract as Exhibit A. Further, Exhibit A must be made part of any contract for work to be performed under a contract by and between OWNER and any contractor.
  - F. Since the project is funded in part with federal Community Development Block Grant (CDBG) funds, work performed will require the payment of prevailing wage in accordance with the attached wage decision dated 2-02-2018, hereby incorporated and made a part of this Contract as Exhibit B. OWNER is responsible for incorporating the wage decision into the contract for work to be performed under a contract by and between OWNER and any contractor.
- II. SCOPE OF SERVICES. OWNER shall in a satisfactory, timely and proper manner, undertake and complete the project as set forth in the attached Exhibits. Any Budget Amendment or Activity Report Amendment to be considered by CITY from OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.
- III. AVAILABILITY OF FUNDS. This contract award is 100% funded under the federal CDBG Program. Thus, should the availability of federal funds be reduced, CITY and OWNER agree that the City of West Allis, Department of Development can modify and reduce either OWNER's compensation (as listed on Page 1 as the "Total Amount of Contract") or OWNER's program year or both. The Department of Development will notify the OWNER of such reduction, if applicable.
- IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested,"

addressed to the OWNER at:

MJOB Properties, LLC  
5300 W. Lincoln Avenue  
West Allis, WI 53219

and to the CITY at:

John F. Stibal, Director  
Department of Development  
City of West Allis

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 CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, 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. SPECIAL 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:

5300 West Lincoln Ave.  
West Allis, WI 53219

C. Compensation. CITY agrees to reimburse OWNER, subject to satisfactory completion and acceptance of the facade improvements by the Department of Development and the other contingencies herein, and 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. Owner's Representations.

1. OWNER agrees that all of the statements, representations, and warranties made in its Façade Grant Application and this Contract are true and correct. OWNER agrees to immediately notify CITY if, at a future time, any statement, representation, or warranty of OWNER becomes untrue, incomplete, or misleading for any reason whatsoever whether the result of OWNER'S conduct or otherwise.

2. OWNER has paid or shall pay to CITY, upon demand, all reasonable charges, personal property taxes, real estate taxes, water utility bills, and special assessments, charges or fines that are due or become due during the pendency of this Contract.

E. 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 OWNER receiving payment under this Contract shall be the sole responsibility of

OWNER.

F. Affirmative Covenants.

1. OWNER agrees to allow CITY or its representatives access to inspect the progress of the façade improvement upon reasonable notice.
2. OWNER agrees to furnish to CITY upon demand any receipts, invoices, payment verification, and any other information as may be required by CITY to verify compliance with federal law.

G. The Contract also incorporates all provisions of Exhibits A through E which are attached hereto.

VII. GENERAL CONDITIONS.

- A. General Compliance. OWNER agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) OWNER does not assume CITY'S environmental responsibilities described in 24 CFR 570.604 and (2) OWNER does not assume CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52. OWNER also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Contract. OWNER further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.
- B. Independent Contractor. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. OWNER shall at all times remain an "independent contractor" with respect to the services to be performed under this Contract. CITY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as OWNER is an independent contractor.
- C. Hold Harmless. OWNER shall hold harmless, defend and indemnify CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the OWNER'S performance or nonperformance of the services or subject matter called for in this Contract that occurs by means of the negligence of the OWNER, its agents, or employees.
- D. Workers' Compensation. OWNER shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Contract.
- E. Insurance & Bonding. OWNER shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from CITY. OWNER shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.
- F. Grantee Recognition. OWNER shall insure recognition of the role of CITY in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, OWNER will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.
- G. Amendments. CITY or OWNER may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this

Contract, nor relieve or release CITY or OWNER from its obligations under this Contract. CITY may, in its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both CITY and OWNER.

- H. Suspension or Termination. In accordance with 24 CFR 85.43, CITY may suspend or terminate this Contract if OWNER materially fails to comply with any terms of this Contract, which include (but are not limited to) the following:
1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  2. Failure, for any reason, of OWNER to fulfill in a timely and proper manner its obligations under this Contract;
  3. Ineffective or improper use of funds provided under this Contract;
  4. Submission by OWNER to CITY reports that are incorrect or incomplete in any material respect; or
  5. Any representation or warranty made by OWNER herein, any statement, representation, or warranty made in the Façade Grant Application, or any certificate, statement, or opinion delivered to CITY in connection with the request for this grant that is proven to be incorrect in any material respect as of the date when made or becomes incorrect, misleading, or incomplete at any future date for any reason whatsoever;

In accordance with 24 CFR 85.44, this Contract may also be terminated for convenience by either CITY or OWNER, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, CITY may terminate the award in its entirety.

- I. Remedies. If OWNER fails to comply with any the provisions of this Contract, CITY may impose such sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payment of funding under the Contract until OWNER complies; and/or
  2. Immediate cancellation, termination, or suspension of the Contract, in whole or in part; and/or
  3. Any other remedy that may be legally available to CITY.

## VIII. ADMINISTRATIVE REQUIREMENTS.

### A. Financial Management.

1. Accounting Standards. OWNER agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. OWNER shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## B. Documentation and Record Keeping.

1. Records to be Maintained. OWNER shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention. OWNER shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of four (4) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data. If applicable, OWNER shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

4. Close-outs. OWNER'S obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that OWNER has control over CDBG funds, including program income.

5. Audits & Inspections. All OWNER records with respect to any matters covered by this Contract shall be made available to CITY and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by OWNER within 30 days after receipt by OWNER. Failure of OWNER to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. OWNER hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning subrecipient audits and OMB Circular A-133, if applicable.

## C. Reporting and Payment Procedures.

1. Program Income. If applicable, OWNER shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Contract. The use of program income by OWNER shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, OWNER may use such income during the contract period for activities permitted under this Contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the Contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.
2. Indirect Costs. If indirect costs are charged, OWNER will develop an indirect cost allocation plan for determining the appropriate OWNER'S share of administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.
3. Payment Procedures. CITY will pay to OWNER funds available under this Contract based upon information submitted by OWNER and consistent with any approved budget and CITY policy concerning payments. Payments will be made for eligible expenses actually incurred by OWNER, and not to exceed actual cash requirements. In addition, CITY reserves the right to liquidate funds available under this Contract for costs incurred by CITY on behalf of OWNER.
4. Progress Reports. OWNER shall submit regular progress reports to CITY in the form, content, and frequency as required by CITY.

#### D. Procurement.

1. Compliance. OWNER shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to CITY upon termination of this Contract.
2. OMB Standards. Unless specified otherwise within this Contract, OWNER shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
3. Travel. OWNER shall obtain written approval from CITY for any travel outside the metropolitan area with funds provided under this Contract.

#### E. Use and Reversion of Assets. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. OWNER shall transfer to CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Contract at the time of expiration, cancellation, or termination.
2. Real property under OWNER'S control that was acquired or improved, in whole or in part, with funds under this Contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Contract. If OWNER fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, OWNER shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to CITY. OWNER may retain real property acquired or improved under this Contract after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Contract is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Contract were used to acquire the equipment). Equipment not needed by OWNER for activities under this Contract shall be (a) transferred to CITY for the CDBG program or (b) retained after compensating CITY an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT.** OWNER agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (“HCDA”); and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. OWNER shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. OWNER also agrees to comply with applicable City of West Allis ordinances, resolutions and policies concerning the displacement of persons from their residences.

**X. PERSONNEL & PARTICIPANT CONDITIONS.**

**A. Civil Rights.**

1. Compliance. OWNER agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the HCDA as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and any subsequent amendments.

2. Nondiscrimination. OWNER agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants. This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, OWNER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that CITY and the United States are beneficiaries of and entitled to enforce such covenants. OWNER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504. OWNER agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted



program. CITY shall provide the OWNER with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

5. Affirmative Action.

- a. Approved Plan. OWNER agrees that it shall be committed to carry out pursuant to CITY'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. CITY shall provide Affirmative Action guidelines to the OWNER to assist in the formulation of such program. OWNER shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- b. Women- and Minority-Owned Businesses (W/MBE). OWNER will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. OWNER may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. OWNER shall furnish and cause each of its own subrecipients (defined as any person or entity receiving funds from OWNER to achieve the improvement delineated in this Contract) or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by CITY, the United States Department of Housing and Urban Development ("HUD") or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. OWNER will send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of OWNER'S commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. OWNER will, in all solicitations or advertisements for employees placed by or on behalf of the OWNER, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontract Provisions. OWNER will include the provisions of Paragraphs X.A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

7. Employment Restrictions.

- g. Prohibited Activity. OWNER is prohibited from using funds provided herein or

personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

- h. Labor Standards. OWNER agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. OWNER agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. OWNER shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request. OWNER agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve OWNER of its obligation, if any, to require payment of the higher wage. OWNER shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided under this contract and binding upon CITY, OWNER and any of OWNER'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject CITY, OWNER and any of OWNER'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which federal assistance is provided. OWNER certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

OWNER further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract:

"The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

OWNER further agrees to ensure that opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken

in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

OWNER certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

XI. SEVERABILITY. If any term or provision of this Contract is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect.

XII. GOVERNING LAW AND VENUE. This Contract shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Contract 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.

Approved as to form this 8<sup>th</sup> day  
of March, 2018.

  
Jenna Merten, Assistant City Attorney

(Signatures on the following page)

CITY OF WEST ALLIS

By: *John F. Stibal*  
John F. Stibal, Director of Development

Date: 3-9-18

MJOB Properties, LLC

By: *Michael O'Brien*  
Michael O'Brien, Owner

Date: 3-9-18

By: *Debbie J. O'Brien*  
Debbie J. O'Brien, Owner

Date: 3/9/2018

Countersigned:

By: *Peggy Steeno*  
Peggy Steeno  
Finance Director/Comptroller/City Treasurer

Date: 3-8-2018

**Attached**

**Exhibit A**

**“Federal Contract Provisions”**

## 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. (1) **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)(i), 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.

(ii) 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 1010, 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 98). 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.

## Section 3 Federal Requirements

### What is Section 3?

Section 3 is a provision that HUD requires from all project that are funded with federal grants/loans. Community Development Block Grant (CDBG) and HOME funds require that Section 3 provisions be followed.

All contractors/subcontractors who are awarded projects funded by CDBG and HOME funds must give preference to hiring Section 3 residents or business concerns residing in the metro-Milwaukee area.

All contractors/subcontractors who are awarded projects funded by CDBG and HOME funds must report to the City of West Allis whether they are a Business Concern by filling out the Section 3 Qualification Forms that are included in the bid contract book (see definition of "Business Concern" below).

### What is a "Section 3 resident"?

- (1) A low- or very low-income persons, or;
- (2) a public housing resident.

### What is "low- or very low-income"?

Households whose annual income (including assets and interest from bank accounts) is AT OR BELOW the following income limits pertaining to particular household sizes:

* 2017 figures	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8 Person Household
80% CMI	\$40,550	\$46,350	\$52,150	\$57,900	\$62,550	\$67,200	\$71,800	\$76,450

### What does "Business Concern" mean?

Businesses that can provide evidence that they meet one or the following:

1. 51% or more owned by Section 3 residents; or
2. At least 30% of its fulltime employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern, were Section 3 residents; or
3. Provides evidence, as required, or a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

*\* If you would like assistance filling out the Section 3 forms or are not fully understanding what reporting is required of you, please contact Kristi Johnson at 414-302-8463.*



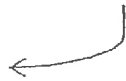
Community Development Block Grant Program (CDBG)  
 Department of Development  
 City of West Allis, 7525 W. Greenfield Ave.  
 West Allis, WI 53214  
 414-302-8460



**Section 3 Qualification for Contractor Businesses  
 And Minority Business Enterprise/Women Business Enterprise**

Please circle the most appropriate choice, below, that best describes your Business Racial/Ethnic Code (i.e. owner).

1. White Americans
2. Black Americans
3. Native Americans
4. Hispanic Americans
5. Asian/Pacific Americans
6. Hasidic Jews



**Business Representative  
 Fills Out Top Section**

What is the business's ethnicity? (Check only one box)       Hispanic       Non-Hispanic

Is your Business (51% or more) Owned by a Woman:       Yes       No

Type of Business :       Corporation       Partnership       Joint Venture       Sole Proprietorship       LLC

Your Contractor Tax Identification Number: \_\_\_\_\_

Your DUNS Number: \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business phone number and email address: \_\_\_\_\_

Individuals who meet the income limits set forth below can qualify as a Section 3 Business.

Find your household size in the left hand column. Determine if your TOTAL household income is either EQUAL TO OR BELOW the income range listed for your household size. You DO NOT need to indicate your income or household size on this form, merely check to see if you fall below, within or above the range listed for your household size and check the box yes or no listed below.

Household Size	Income Limit (2017 figures)
1	\$40,550
2	\$46,350
3	\$52,150
4	\$57,900
5	\$62,550
6	\$67,200
7	\$71,800
8	\$76,450

**Owners Fill Out  
 Bottom Section**

- Yes, I fall within or below the income range listed for my household size.
- No, my income is above the income range listed for my household size.

I certify that this information is true and correct to the best of my knowledge.

Please Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

The information requested on this form regarding race and ethnicity status is needed to analyze and assure compliance with Federal Equal Opportunity laws and to meet the reporting requirements of those laws. Your cooperation in voluntarily giving this information is important to the success of our equal opportunity program.



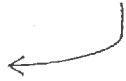
Community Development Block Grant Program (CDBG)  
 Department of Development  
 City of West Allis, 7525 W. Greenfield Ave.  
 West Allis, WI 53214  
 414-302-8460



**Section 3 Qualification for Contractor Businesses  
 And Minority Business Enterprise/Women Business Enterprise**

Please circle the most appropriate choice, below, that best describes your Business Racial/Ethnic Code (i.e. owner).

1. White Americans
2. Black Americans
3. Native Americans
4. Hispanic Americans
5. Asian/Pacific Americans
6. Hasidic Jews



**Business Representative  
 Fills Out Top Section**

What is the business's ethnicity? (Check only one box)       Hispanic       Non-Hispanic

Is your Business (51% or more) Owned by a Woman:       Yes       No

Type of Business :       Corporation       Partnership       Joint Venture       Sole Proprietorship       LLC

Your Contractor Tax Identification Number: \_\_\_\_\_

Your DUNS Number: \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business phone number and email address: \_\_\_\_\_

Individuals who meet the income limits set forth below can qualify as a Section 3 Business.

Find your household size in the left hand column. Determine if your **TOTAL** household income is either **EQUAL TO OR BELOW** the income range listed for your household size. You **DO NOT** need to indicate your income or household size on this form, merely check to see if you fall below, within or above the range listed for your household size and check the box yes or no listed below.

Household Size	Income Limit (2017 figures)
1	\$40,550
2	\$46,350
3	\$52,150
4	\$57,900
5	\$62,550
6	\$67,200
7	\$71,800
8	\$76,450

**Employees Fill Out  
 Bottom Section**

- Yes, I fall within or below the income range listed for my household size.
- No, my income is above the income range listed for my household size.

I certify that this information is true and correct to the best of my knowledge.

Please Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

The information requested on this form regarding race and ethnicity status is needed to analyze and assure compliance with Federal Equal Opportunity laws and to meet the reporting requirements of those laws. Your cooperation in voluntarily giving this information is important to the success of our equal opportunity program.

SECTION 3 COMPLIANCE REPORT

Must be completed by every contractor or subcontractor awarded a construction contract with HOME funds.

Grantee: \_\_\_\_\_ Grant #: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing. Check all that apply:

Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area or nonmetropolitan county in which the Section 3 covered program or project is located or similar methods.

Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

Other. Describe: \_\_\_\_\_

Job Category	Staff		New Hires/Trainees	Staff Hours	
	Total # Employees	Total # Section 3 Employees	Total # of new hires/trainees that are Section 3 residents (for this job)	Total # staff hours for new hires that are Section 3 residents	Total staff hours for Section 3 employee
Professional	_____	_____	_____	_____	_____
Technician	_____	_____	_____	_____	_____
Office/Clerical	_____	_____	_____	_____	_____
Construction:	_____	_____	_____	_____	_____
List by trade:	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Submit to Grantee or Grantee's Representative prior to work beginning.  
 Kristi Johnson  
 Department of Development  
 7525 W. Greenfield Ave.  
 West Allis, WI 53214



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)

D

CONTRACTOR CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

"E.O. 11246 Certification"

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

Project #: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 C.F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

GENERAL CONTRACTOR/SUBCONTRACTOR'S CERTIFICATION

Contractor Information:

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

\_\_\_\_\_ Yes      \_\_\_\_\_ No



3. Contractor will file all compliance reports due under applicable instructions.

Yes     No     None Required

4. If the answer to item 3. is "No", please explain in detail below or on a separate sheet.

**CERTIFICATION:**

The information above is true and complete to the best of my knowledge and belief.

Officer of Company: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

**Attached**

**Exhibit B**

**“General Wage Decision”**

General Decision Number: WI180001 02/02/2018 WI1

Superseded General Decision Number: WI20170001

State: Wisconsin

Construction Type: Building

Counties: Milwaukee, Ozaukee, Washington and Waukesha  
Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	02/02/2018

ASBE0205-001 06/01/2001

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler

Includes preparation,  
wetting, stripping,  
removal, scrapping,  
vacuuming, bagging and  
disposing of all  
insulation materials from  
mechanical systems,  
whether they contain  
asbestos or not.....\$ 17.90 4.45

BOIL0107-001 01/01/2017

Rates Fringes

BOILERMAKER  
Boilermaker.....\$ 35.65 29.89  
Small Boiler Repair (under

WI1

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

\* ELEV0015-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.94	32.645

FOOTNOTE:

PAID VACATION: 8% of regular basic for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0139-001 06/01/2017

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 44.11	21.15
Group 2.....	\$ 43.61	21.15
Group 3.....	\$ 43.11	21.15
Group 4.....	\$ 42.42	21.15
Group 5.....	\$ 39.94	21.15
Group 6.....	\$ 34.79	21.15

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

WI1

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97

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

LABO0113-001 06/05/2017

	Rates	Fringes
LABORER		
(1) General Laborer (Including Plaster Tender)...	\$ 30.50	19.73
(2) Air & Electric Equipment, Mortar Mixer, Scaffold Builder, Erector, and Swing Stage.....	\$ 30.61	19.73
(3) Jackhammer Operator, Gunnite Machine Man.....	\$ 30.73	19.73
(4) Caisson worker - Topman.	\$ 30.82	19.73
(5) Construction Specialist.	\$ 31.01	19.73
(6) Nozzleman.....	\$ 31.03	19.73
(7) Caisson work.....	\$ 31.18	19.73
(8) Barco Tamper.....	\$ 31.76	19.73

LABO0113-010 06/05/2017

	Rates	Fringes
Asbestos Laborer Asbestos Abatement [Preparation, removal, and encapsulation of hazardous materials from non- mechanical systems].....	\$ 30.50	19.73

PAIN0781-001 06/01/2017

	Rates	Fringes
Painters:		
(1) Brush, Roller.....	\$ 30.25	22.80
(2) Spray & Sandblast.....	\$ 31.00	22.80
(3) Drywall Taper/Finisher..	\$ 30.60	22.80

PAIN1204-002 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 36.09	20.10

PLAS0599-004 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.95	21.93

PLAS0599-005 06/01/2017

Rates	Fringes
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WI1

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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

WI1

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.

=====  
END OF GENERAL DECISION

Attached

Exhibit C

**“General Contract Proposal”**



5300 W. National Avenue  
Mike and Debbie O'Brian

Commercial Facade Grant

Item	Price/Budget	%	Owner	Grant	Match	Total	Grant %	Match %
Permit Fees	\$ 48,200	0%	\$ 48,200	\$ -	\$ 48,200	\$ 48,200	0%	0%
Masonry	\$ 58,850	76.00%	\$ 44,574	\$ 14,276	\$ 58,850	\$ 58,850	76.00%	76.00%
Masonry Sliding	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Storefront Windows	\$ 22,494	40%	\$ 8,598	\$ 13,896	\$ 22,494	\$ 22,494	40%	40%
Reluxe Corral	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Entrance Door	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Electrical	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Garage Sliding	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Tiles	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Parking Lot	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Painting	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Awning	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Privacy Fence	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Architectural Services	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Plan Review	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Signs	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Revised Plans	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Landscaping	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%
Misc.	\$ 10,000	90%	\$ 9,000	\$ 1,000	\$ 10,000	\$ 10,000	90%	90%
TOTAL GRANT	\$ 139,344		\$ 99,204	\$ 40,140	\$ 139,344	\$ 139,344	71%	29%
Total Project Cost	\$ 139,344		\$ 99,204	\$ 40,140	\$ 139,344	\$ 139,344	71%	29%
Owner	\$ 40,140	100%	\$ 40,140	\$ -	\$ 40,140	\$ 40,140	100%	0%
City	\$ -		\$ -	\$ -	\$ -	\$ -	0%	0%

Spray-on bond \$10,200.00  
Lumens 3-1070 3900

Mortl Restoration, Inc.

610 N. 119th Street  
Wauwatosa, WI 53226

# Proposal

Date	Job #
1/2/18	641

Name / Address
Bence Builds Attention: Tyler

Terms

Qty	Description	
	<p><b>GOLDFISH UNIFORMS 5300 W LINCOLN AVE LINTEL REPAIRS</b></p> <p>We will provide all labor, material and equipment to Repair the lintels located in the stone facades of the building.</p> <ul style="list-style-type: none"> <li>- We will remove and reuse the existing masonry , cut off the existing lintel and weld a new lintel onto the beam</li> <li>- Install a flashing system with a peel and stick material, a drip edge and weeps</li> <li>- Relay the masonry with color matched mortar to match the existing</li> </ul> <p>Labor/material Breakdown- Labor= \$40,000 / Materials= \$8,200</p> <p>Included is sidewalk scaffolding to allow pedestrian traffic.</p> <p>Temporary heat Interior repairs at the window head</p> <p>Labor : \$40,000 Material : \$8,200</p>	<p>38,200.00</p> <p>5,000.00</p> <p>5,000.00</p>
		\$48,200.00

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
414-397-5915		jmortl@att.net

Mortl Restoration, Inc.

610 N. 119th Street  
Wauwatosa, WI 53226

# Proposal

Date	Job #
1/25/18	645

Name / Address
Bence Builds Attention: Tyler

Terms

Qty	Description	
	<p style="text-align: center;"><b>GOLDFISH UNIFORMS 5300 W LINCOLN EAST AND WEST ELEVATIONS</b></p> <p>We will supply all labor, material and equipment to repair the masonry on the east and west elevations.</p> <ul style="list-style-type: none"><li>- The East elevation includes blocking up 3 large windows and repairing the lintels over two small windows.</li><li>- The West elevation includes blocking in the large windows, repairing the pushed out wall at the step crack and repairing the door per the drawings.</li><li>- This proposal includes 32 hours of Misc. interior masonry work through out the plant</li></ul> <p>Labor : \$49,582 Material : \$8,798</p>	58,650.00
		\$58,650.00

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
414-397-5915		jmortl@att.net



# CORCORAN GLASS LLC

3697 Kettle Court East • Delafield, WI 53018 • (262) 646-5055 • Fax: (262) 646-5075

February 7, 2018

Mr. Tyler Bence  
Bence Build  
1301 West Canal St Suite 100  
Milwaukee, WI 53233

Ref: Goldfish Uniforms

Dear Tyler:

We propose to furnish and install 2" X 4 1/2" dark bronze anodized thermally broken framing with 1" clear high performance Low E #2 tempered insulating glass per the drawings dated 1-03-18 and the below qualifications for the sum of Eighteen Thousand Nine Hundred Ninety Four Dollars (\$18,994.00).

If a standard Milwaukee County prevailing wage is required for a glazer please add to the above price the sum of Three Thousand Five Hundred Dollars (\$3,500.00)

Labor : \$8,998  
Material : \$13,496

### Qualifications

- The above price does not include final cleaning, removal of glass labels, replacement of glass breakage, demolition, minority participation, bonding, testing, temporary enclosure, premium time, dumpsters, allowances or wood blocking.
- The above price is valid for 30 days from the above date.
- Anything not directly called out is considered an exclusion.
- The above price does not include any demolition of existing.
- The above price does not include any aluminum doors, miscellaneous interior glazing, or mirrors.

Please let me know if you have any questions. Thank you for the opportunity to quote this project.

Sincerely,

*Robert J. Corcoran*

Robert J. Corcoran  
President  
Corcoran Glass, LLC

Please send a purchase order or sign and date below to accept the terms of this proposal. No work can begin until this is signed and returned.

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

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



Klein-Dickert Milwaukee, Inc.

WWW.KDGLASS.COM

Main Office: W231 N2837 Roundy Circle East

P.O. Box 444

Pewaukee, WI 53072-0444

Phone: (262) 650-7200

Fax: (262) 650-7210

## PROPOSAL

**To:** Bence Build  
1301 W Canal St, Suite 100  
Milwaukee, WI 53233

**Project:** Goldfish Uniforms  
**Location:** West Allis  
**Architect:** Bence Build  
**Documents Dated:** n/a  
**Proposal Dated:** 1/22/2018  
**Proposal Sheet:** 1 of 1

**Attn:** Tyler Bence

Labor and materials to install:

- The exterior aluminum window will be Kawneer 451TCG 2 x4 ½ the finish will be dark bronze. Glass will be 1" Tempered clear glass units.

Base Price: \$24,577.00

Alternate 1

- Add Mullion in the 139x63 sizes window frames.

Base Price \$23,543.00

Demo

Add \$4,200.00

total bid ~~27,743~~

### Qualifications And Clarifications To This Proposal/Quotation

- This proposal supersedes any previously written or verbal proposal/ quotation for this project.
- Quoted dollar amounts are valid for 30 days from date of this proposal, unless extended at our written option.
- An additional fee of \$75.00 will added to the above total quoted dollar amount if a waiver of subrogation is required for the Workers Compensation Insurance, and the above total proposal/quotation including alternates (if applicable) is under \$5,000.00 in total value.
- Acceptance of a contract and or issuance of a payment, performance and warranty bond is contingent upon review and approval of the final contract agreement, final project documents and bond forms by Klein-Dickert Milwaukee, Inc. and our Surety.
- Payment terms are 30 days net from date of invoice. Payment terms may be extended by mutual agreement or terms of subcontract.

### Excluded Items To This Proposal/Quotation

- Cleaning or washing of glass, aluminum and other items covered in this proposal/quotation.
- Protection of installed materials, nor replacement/repair of materials, aluminum or glass damaged by others.
- Furnishing and/or installation of any wood blocking, subframe blocking, steel, masonry, etc required for installation of our materials to the building or installation of any electrical, insulation etc. which may be required, except as specifically noted in our proposal/quotation, is not included.
- Special shifts or overtime for material installation, unless specifically included in this proposal/quotation, or agreed to in writing.
- Temporary protection, enclosures or barricades against weather, pilferage or for other reasons, unless specifically included in this proposal/quotation.

Accepted By: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

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

Should you accept this proposal, please sign and return one copy.

**Klein-Dickert Milwaukee, Inc.**

By: Matt Longley

E-Mail: [Mlongley@kdglass.com](mailto:Mlongley@kdglass.com)

## Tyler

---

**From:** Matt Longley <mlongley@kdglass.com>  
**Sent:** Tuesday, February 6, 2018 4:16 PM  
**To:** Tyler  
**Subject:** Goldfish

Tyler,

Here is the breakout that you requested

58% Material

42% Labor

Sorry for the delay

Thank you

*Matt Longley*

Project Manager

Klein-Dickert Milwaukee, Inc.

W231 N2837 Roundy Circle East

Pewaukee, WI 53072

262-650-7200 ext 110

262-212-7260 - Cell

262-650-7210 - Fax



# Holton Brothers, Inc. Contractors

1257 Terminal Road  
Grafton, WI 53024

Phone: 262-377-7887  
Fax: 262-377-0615

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## Masonry Repairs - Tuckpointing - Caulking – Waterproofing

---

Please check if project is tax exempt (attach certificate of exemption)

**Proposal Number** AABQ10513

**Date** Jan 26, 2018

<b>Proposal Submitted To:</b>	<b>Project Site</b>	<b>Your Sales Rep</b>
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**Bence / Build**  
1301 W. Canal Street, Suite 100  
Milwaukee, WI 53233

5300 W. Lincoln Avenue

**Thomas F. Holton**

President

262-377-7887

Attn: Mr. Tyler Bence

Tom@holtonbrothers.com

---

We hereby propose to furnish, labor, materials, equipment and insurance complete in accordance with the following specifications.

### EXTERIOR RESTORATION

Pursuant to our walk-thru on 01-17-18, the south, east and west facades of the building, have been visually inspected by this contractor. It is my opinion the proper procedure for repair should be as outlined in the following specifications.

### FACADE REPAIRS

#### South Elevation

- Remove stone above (7) large window openings, remove and replace rusted I-beam flange and relay stone.
- Saw cut new door opening and salvage existing stone
- Infill existing door opening with salvaged stone

#### East Elevation

- Remove stone above (1) large window opening, remove and replace rusted I-beam flange and relay stone
- Remove rusted I-beam flange above (2) large window openings, remove existing concrete sill and infill openings with (8") cmu
- Dismantle shifted and deflected cmu from pilaster over to northwest corner and rebuild with new (8") cmu

#### West Elevation

- Remove stone above (1) large window opening, remove and replace rusted I-beam flange and relay stone
- Remove rusted I-beam flange above (2) large window openings, remove existing concrete sill and infill openings with 8" cmu
- Dismantle shifted and deflected cmu from pilaster over to northwest corner and rebuild with new 8" cmu

**COST BREAKDOWN**

1) Replace rusted I-beam flange and relay stone above (7) Openings on south elevation and (1) opening on west elevation	<b>\$62,145.00</b>
<b>Alternate-</b> Prevailing wage rate for above repairs	<b>\$88,420.00</b>
Sidewalk canopy protection scaffold on south elevation	<b>\$10,235.00</b>
2) Rebuild northwest corner cmu, infill (3) openings on east and (2) openings on west elevation with cmu, saw cut new door opening and infill existing door on south elevation	<b>\$54,240.00</b>
<b>Alternate</b> -Prevailing wage rate for above repairs	<b>\$77,563.00</b>
3) Interior ceiling patching at (36) openings	<b>\$11,355.00</b>

***Note: As discussed, roofing contractor will need to create opening in roof to allow for these areas to be formed and poured in place.***

---

<b>Total</b>	<b>SEE COST ABOVE</b>
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## TERMS AND CONDITIONS

The following terms and conditions (these 'Terms') between Holton Brothers, Inc., ('HB') and HB's customer identified in the Proposal to which these Terms are attached ('Contracting Party') (Contracting Party is one of the following: 'Property Owner' or 'Management Company as Authorized Agent for Property Owner' or 'General Contractor'), together with the Proposal, represent the agreement between the parties for construction and other contracted services to be performed at the location listed on the Proposal.

### PROPOSAL TERMS

1. **Payment Amount:** The amount due to HB from Contracting Party is the amount listed on the Proposal as the 'Total Amount,' plus the total sum of all change orders referenced in Paragraph 6, and any fees or interest assessed pursuant to these Terms.
2. **Payment Due Date:** As agreed upon by the parties, HB may require periodic payments during the construction period. Payment in full must be received by HB no later than the 30th day after the work has been completed.
3. **Late Payments:** Any invoice amounts outstanding after the 30th day following the completion of the work will result in a late payment fee of 1.5% of the outstanding balance, assessed monthly until paid in full. In addition to a late payment fee, HB reserves its right to pursue all available remedies, including filing and perfection of a lien as described in Paragraph 4.
4. **LIEN NOTICE:** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, HB HEREBY NOTIFIES CONTRACTING PARTY AND PROPERTY OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON PROPERTY OWNER'S LAND MAY HAVE LIEN RIGHTS ON PROPERTY OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO HB, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CONTRACTING PARTY OR PROPERTY OWNER OR THOSE WHO GIVE THE CONTRACTING PARTY OR PROPERTY OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CONTRACTING PARTY OR PROPERTY OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO CONTRACTING PARTY'S OR PROPERTY OWNER'S MORTGAGE LENDER, IF ANY. HB AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
5. **Work Performed:** All work performed by HB is subject to the Proposal, which lists all of the work specifications, as well as all change orders (as of the date of the Proposal) contemplated in Paragraph 6.
6. **Changes to Proposed Work:** Any alterations or deviations from the work specifications included in the Proposal that result in additional costs shall be agreed to via written agreement between the parties. Any costs associated with the changes shall be paid by Contracting Party. All written change orders shall be considered a part of the original proposal.
7. **Work Schedule:** Work shall commence on a date agreed upon by both parties. HB shall perform the work during normal business hours. As the project progresses, the parties may agree to vary the work schedule and adjust the costs accordingly.
8. **Work Completion:** The completion date shall be date Contracting Party receives a final invoice from HB. HB shall provide such notice when the work specified in the Proposal has been completed, inclusive of all change orders contemplated in Paragraph 6, and HB has removed all of its materials from the project location.
9. **Workmanlike Manner:** HB shall complete all work in a workmanlike manner according to standard industry practices.
10. **Agreement Applies to General Contractor:** Where this agreement includes language making a section applicable to a general contractor, it is assumed that HB is acting as the subcontractor, was hired by, and will be paid by the general contractor. Where HB acts as the subcontractor, the guarantees in Paragraph 9 are assumed to be made to the general contractor and not to the property owner. In the event that the property owner pursues an action against HB based on those guarantees, general contractor agrees to indemnify and defend HB in such action. General Contractor guarantees that the property owner is aware of all responsibilities and liabilities listed in these terms and conditions.
11. **Subcontractors:** HB reserves the right to hire subcontractors at its discretion to fulfill the proposed work specifications, and agrees to pay the subcontractors for their efforts at an agreed upon price.
12. **Force Majeure:** HB is not liable for the failure to complete the work specifications included in the Proposal when the failure is caused by acts of God, such as, but not limited to, fire, tornado, flooding, and other natural disasters, labor disputes, strikes, materials shortages, terrorist activities, or government action affecting construction.
13. **Suspension of Work:** HB may suspend work on account of weather or natural disasters, LATE PAYMENTS BY CONTRACTING PARTY, government action, or other emergencies not anticipated by this agreement. Any additional charges that result from the suspension shall be paid for by Contracting Party.
14. **Clean-up:** HB shall dispose of materials used in construction, including hazardous materials, and will leave the worksite in a clean and orderly condition following completion of construction.
15. **HB's Insurance and Hiring Practices:** HB shall carry general liability insurance, employer's liability insurance, worker's compensation insurance, and automotive insurance. HB shall provide a certificate evidencing such policies upon request by Contracting Party. HB shall seek and retain qualified and skilled craftspeople to complete the proposed work and will not discriminate on the basis of race, color, sex, age, handicap, veterans status, religious belief, or national origin when hiring its employees.
16. **Information and Access:** Contracting Party shall provide HB directly with all relevant information necessary to complete construction, and shall do so in a timely manner. Contracting Party will be responsible for any resulting defects, damage, or additional costs caused by a failure to provide HB with such relevant information. Contracting Party shall provide HB and any subcontractors retained by HB with ready access to the work site.
17. **Property Owner's Insurance:** The property owner shall maintain general liability and property insurance, including waiver of subrogation, where applicable. The property owner shall provide a certificate evidencing such policies if requested by HB.
18. **Termination:** HB reserves the right to terminate this agreement, at its discretion, in the event that Contracting Party is late in procuring payment, or if HB has a reasonable belief that Contracting Party will not pay following the completion of the proposed work.
19. **Governing Law and Dispute Resolution:** This agreement is governed by the laws of the State of Wisconsin, irrespective of conflicts of laws principles. Any disputes or claims arising under the Proposal, these Terms, or any contract entered into thereunder shall be resolved by binding arbitration administered by a single arbitrator in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect as of the date of submission of any such dispute or claim. All disputes or claims shall be aggregated and resolved in one arbitration proceeding. The arbitration proceeding shall take place in Milwaukee, WI/VAiv.
20. **Attorneys' Fees:** Contracting Party shall be liable for HB's attorneys' fees incurred in connection with enforcing these Terms and/or the Proposal, collecting payment, or defending or pursuing claims in which HB is the prevailing party.
21. **Waiver:** Any exception made to any of these Terms or any extension granted by HB to any of the deadlines described in these Terms shall not be considered as a waiver of that provision.
22. **Complete Agreement:** These Terms shall be read in conjunction with the accompanying Proposal, shall constitute the final and complete agreement of the parties, and shall supersede any conflicting terms contained in any other document, or expressed orally. Any amendments to the Proposal in the form of change orders shall be considered as part of the original agreement and also subject to these Terms.
23. **Execution of the Proposal; Right of Rescission:** By signing the Proposal, Contracting Party accepts both the Proposal and these Terms and consequently agrees to be bound by them. CONTRACTING PARTY MAY TERMINATE THIS AGREEMENT WITH HB BY PROVIDING WRITTEN NOTICE TO HB OF ITS ELECTION TO DO SO WITHIN THREE DAYS OF THE DATE OF THE PROPOSAL.

**If accepted, please sign and return one copy. Thank you.**

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PAYMENT TO BE MADE WITHIN 30 DAYS OF COMPLETION OF WORK - Or a 1 1/2% Service Charge per month for any past due amount along with all attorney fees involved with collection.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written and/or verbal orders, and will become an extra charge over and above the estimate. This agreement is contingent upon weather, strikes, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**ACCEPTANCE OF PROPOSAL**

The work specifications, pricing, payment terms, and other terms and conditions (including the attached Proposal Terms, which are incorporated by reference) are hereby accepted; and Holton Brothers is hereby authorized to perform the proposed services in accordance with the foregoing Proposal. Holton Brothers reserves the right to withdraw or modify this proposal at any time prior to acceptance.

**CUSTOMER (please sign and return one executed contract)**

**Owner/Authorized Officer or Agent:**

\_\_\_\_\_  
**(Name)**

**Date Accepted:** \_\_\_\_\_

**HOLTON BROTHERS, INC.**

**By: *Thomas F. Holton***

Thomas F. Holton  
President

**Attached**

**Exhibit D**

**“Architectural Plans”**

# Proposed Exterior Repair & Improvements: GOLDFISH UNIFORMS

5300 WEST LINCOLN AVENUE  
WEST ALLIS, WISCONSIN 53219

PERMIT SET FOR EXTERIOR REPAIR 02/07/2018

**GOLDFISH  
UNIFORMS**

5300 WEST LINCOLN AVENUE  
WEST ALLIS, WI 53219

**ARCHITECTURAL**  
**BENCE | BUILD**  
1801 W CANAL ST. STE 100  
MILWAUKEE, WI 53233  
414.680.7180

**CLIENT**  
MIKE & DEBBIE O'BRIEN  
8001 WEST OKLAHOMA AVE  
MILWAUKEE, WI 53227

PERMIT SET 07 FEB 2018

Project Number: CB  
Drawn By:

Common Name  
Type or Printed Name  
12259  
Registration Number

COVER SHEET  
DRAWING INDEX

GO.01

## GENERAL INFORMATION

**SITE LOCATION** ..... 5300 W. LINCOLN AVENUE (SEE USE)  
**ZONING** ..... C-2 (MUNICIPAL COMMERCIAL DISTRICT)  
**BUILDING SHELL TYPE OF CONSTRUCTION** ..... III-5 (FULLY SPINNED)  
**BUILDING SHELL MATERIALS** ..... MASONRY (ORNAMENTAL CAST FIELD STONE), CONCRETE BLOCK  
**EXISTING BUILDING AREA (FOOTPRINT)** ..... 23,850 S.F.  
**EXISTING BUILDING AREA (FOOTPRINT) - 2003** ..... 23,850 S.F.  
**SCOPE OF WORK** ..... EXTERIOR WORK ONLY: REPAIR AND REPLACE FAILING UNITS & WINDOWS ON EAST, WEST AND SOUTH FACADES. REPAIR APPROX. 550 SF OF WEST WALL AT WEST ENTRY. REPLACE SOUTH/ MAIN ENTRY DOOR. REPAIR AND REPLACE EXISTING STAIRS AND STAIRWELL. REPAIR AND REPLACE EXISTING STAIRWELL AT AREA 3. AND NEW HANDRAILS OVER SOUTH ENTRY. STAIRS AND STAIRWELL. REPAIR AND REPLACE EXISTING STAIRS AT AREA 3. REPAIR FLOORING AREA AND FOUR HANDED PLANTERS AT SOUTH ENTRANCES. INTERIOR WORK: N/A

## APPLICABLE CODES & GUIDELINES

**BUILDING SHEL: DESIGNED / CONSTRUCTED 1952. ALTERATIONS TO ADHERE TO WISCONSIN COMMERCIAL BUILDING CODE (BC 2003)**  
**WISCONSIN COMMERCIAL BUILDING CODE** 2003 SPS 381 - 385  
**EXTERIOR ALTERATIONS:** BC AND S117.1 - ACCESSIBLE & USABLE BUILDINGS & FACILITIES - 2003  
**DEPT. OF JUSTICE - ADA STANDARDS FOR ACCESSIBLE DESIGN**

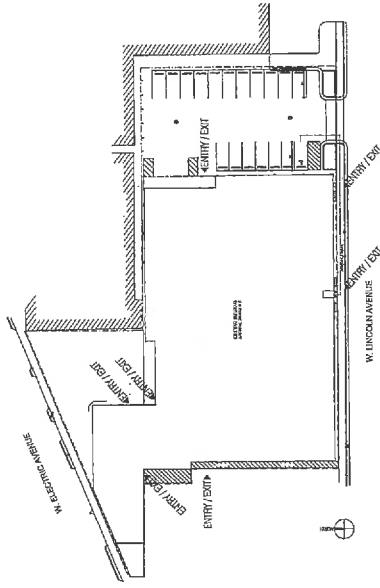
\*EXTERIOR WORK ONLY\*  
 \*NO CHANGE IN USE OR OCCUPANCY CLASSIFICATION\*  
 \*NO ALTERATIONS TO EXISTING MEANS OF EGRESS\*  
 \*NO ALTERATIONS TO EXISTING SIGNART FACILITIES\*

## DRAWING INDEX

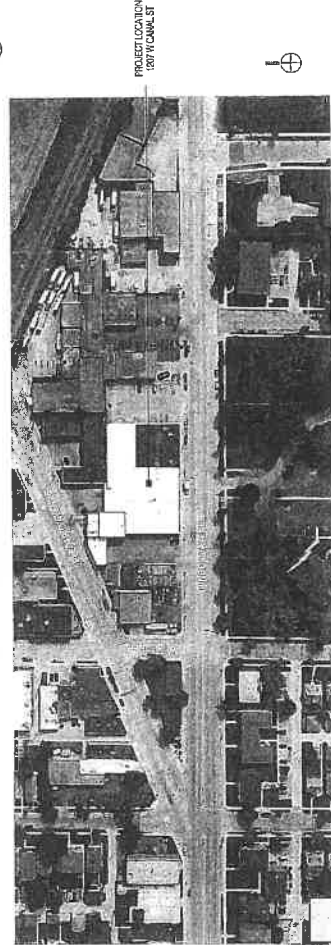
- GENERAL**  
 6001 CONTRACTOR'S DRAWINGS INDEX  
 6001 ALIANS LAYOUT SURVEY
- ARCHITECTURAL**  
 A301 ARCHITECTURAL SITE AND LANDSCAPE PLAN / MATERIAL  
 A301 PROPOSED OVERALL FLOOR PLAN - AREA OF WORK  
 A401 PROPOSED ELEVATIONS  
 A501 DOOR TYPES AND SCHEDULE



PROFESSIONAL SEALS



TENANT LOCATION PLAN (2)  
SCALE: 1/8" = 1'-0"



PROJECT LOCATION  
1801 W CANAL ST

LOCATION MAP (3)  
SCALE: 1/8" = 1'-0"







**Attached**

**Exhibit E**

**“Façade Grant Application”**



**City of West Allis**  
**Commercial Facade Improvement Program**  
**Application and Approval Form**

**PART I To Be Completed By Applicant**

Property Address 5300 W Lincoln Avenue Year Built 1951

Name if Principal Business Occupant Goldfish Uniforms

Applicant's Name Mike & Debbie O'Brien

Are you the  Property Owner  Business Occupant  Both

Briefly describe the property improvements you wish to undertake \_\_\_\_\_

The improvements will include the replacement of (14) blocked-in and/or failing windows to new vision glass windows. This includes the replacement of all lintels and repair of surrounding stone. New awnings will be placed over the primary entrances on the south facade.

What is the estimated cost of the improvements?	Labor <u>\$98,580.00</u>	Materials <u>\$30,494.00</u>
---	-----------------------------	---------------------------------

If work is to be performed by a contractor, attach copies of at least two contractor estimates. If applicant will be performing the work, attach a supplier's estimate for materials.

**AFFIDAVIT:** I hereby apply for the partial reimbursement grant for costs associated with above-identified improvements. I understand that the grant funds are part of the Community Development Block Grant Program; and I agree to comply with the regulations of that Program, including non-discrimination in hiring contractors, adherence to historic preservation guidelines (when applicable) and compliance with the Federal Fair Labor Stands provision of the Davis-Bacon Act (when applicable).

I further agree to give duly authorized representatives of the City, the U.S. Department of Housing and Urban Development and the U.S. Comptroller General access to and the right to examine all records, books and papers pertaining to the transaction.

I further agree that, if my application is approved, I will not substantially alter the facade of the building (including signage) for a period of two years from the date I received the reimbursement grant unless I obtain written approval from the Downtown West Allis Business Improvement District, or from the City of West Allis Plan Commission.

Signature of Applicant *Debbie O'Brien* Date of Application 2/5/18

**PART II Review for Compliance with Design Standards (If applicable) Project will require Plan Commission approval.**

This application was reviewed by the Downtown West Allis Bid/ Plan Commission at its meeting of January 24, 2018

In the opinion of the Downtown West Allis BID/Plan Commission, the proposed improvements . . .  Do not conform  
 Conform  
with the following revisions: See attached approval letter date 1/26/2018

Attach separate sheet if necessary.

. . . with the voluntary Design Standards for the Downtown Business District. N/A

Signature of Association President \_\_\_\_\_ Date \_\_\_\_\_

**PART III Building Inspector's Signoff**

I have reviewed our files on this property and have found no record of any outstanding code violations, except for: OLD OCCUPANCY ISSUES, WHICH WILL BE ADDRESSED AT THIS NEXT OCCUPANCY INSPECTION

Signature of Building Inspector [Signature] Date 3/7/18

**PART IV City Treasurer's Signoff**

I have reviewed our files on this property and have found that there are no delinquent real estate taxes, personal property taxes, special assessments charges or sewer/water charges, except for: (None per CZ)

Signature of City Treasurer [Signature] Date 3/7/18

**PART V Calculation of Eligible Grant Amount and Special Conditions**

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

**PART VI "After-Rehab" Inspection Report and Disbursement Authorization**

I have inspected the property on \_\_\_\_\_ and have reviewed the applicant's documentation of payment. I find that the documentation is in order and the improvements have been completed.

Signature of Staff Person \_\_\_\_\_ Date \_\_\_\_\_

**PART VII Record of Grant Disbursement**

I hereby acknowledge receipt of check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ as the full amount of eligible reimbursement for the improvements described in Part I of this form.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_



January 26, 2018

Cameron Bence  
Bence Build  
1301 W. Canal St.  
Suite 100  
Milwaukee, WI 53233

RE: Site, Landscaping and Architectural Plans for Goldfish Uniforms, a proposed business, to be located within an existing multi-tenant building at 5300 W. Lincoln Ave., submitted by Cameron Bence, d/b/a Bence Build. (Tax Key No. 474-0010-002)

Dear Mr. Bence:

This letter is to inform you that the Plan Commission, at its meeting of January 24, 2018, approved the above-referenced item, subject to the following conditions.

(Items 1 through 3 are required to be satisfied prior to the issuance of building permits associated with the proposed work reviewed by Plan Commission. Contractors applying for permits should be advised accordingly.)

1. Revised Site, Landscaping and Architectural Plans being submitted to the Department of Development to show the following: (a) awnings above entrances along the W. Lincoln Ave. frontage; (b) pavement repair around catch basins; (c) delineation of proposed curbing and/or wheel stop locations within parking areas; (d) removal of catawampus wheel stops; and (e) confirmation of the relocation of the refuse containers. Contact Steve Schaer, City Planner at (414) 302-8466 with any questions.
2. An estimated cost of landscaping and screening being submitted to the Department of Development for approval. Contact Steve Schaer, City Planner at (414) 302-8466 with any questions.
3. A surety bond or other form of security as required under Sec. 12.13(14) of the Revised Municipal Code in the amount of 125% of the estimated cost of landscaping and screening shall be executed by the applicant prior to the issuing of a building permit. Contact Steve Schaer, City Planner at (414) 302-8466.

(Remaining conditions of approval to be satisfied by the property owner within one year of Plan Commission approval)

4. Compliance with Section 2814 of the City's Policy and Procedures Manual relative to that policy as it relates to the replacement and repair to City walkways of damaged or defective (if any) abutting sidewalk.
-

Goldfish Uniforms  
Page 2

Please contact the Building Inspection and Neighborhood Services Department at 414-302-8400 for additional requirements for permit application information.

Sincerely,

Steven J. Schaer, AICP  
Manager, Planning and Zoning Division

cc: Mike & Debbie O'Brien, Goldfish Uniforms, 9901 W. Oklahoma Ave., Milwaukee, WI 53227  
John F. Stibal, Director, Department of Development  
Ed Lisinski, Director, Department of Building Inspections and Neighborhood Services