

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

**CONTRACT - Part 1**

CONTRACT NO. \_\_\_\_\_

DATE OF AWARD \_\_\_\_\_

**Distribution:**

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 7341-43 West Greenfield Ave.

TAX KEY NUMBER: 453-0119-000

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

TIME OF PERFORMANCE: 2010

TOTAL AMOUNT OF CONTRACT: Not to exceed \$7,886.00

THIS AGREEMENT, entered into by and between Alexander D. and Keishea L. Toole (hereinafter referred to as the "OWNER"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

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

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

**WITNESSETH THAT:**

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

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

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

- C. Comply with time schedules and payment terms.
- D. Make no changes to the building facade without Department of Development approval for a period of five (5) years from and after completion of the facade improvements, except for maintenance and changes to sign fascia for new tenants.
- E. The contract is funded with federal CDBG funds requiring the owner to fully comply with the statutes, laws, rules, regulations and other requirements outlined under the Federal Labor Standards 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 the owner and 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 September 3, 2010, hereby incorporated and made a part of this contract as Exhibit B. The owner is responsible for incorporating the wage decision into the contract for work to be performed under a contract by and between the owner and contractor.

II. SCOPE OF SERVICES. The OWNER shall in a satisfactory, timely and proper manner, undertake and complete the following project(s) as set forth in the attached Exhibit(s). Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.

III. AVAILABILITY OF FUNDS.

- A. This contract award is 100% funded under the Federal Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the OWNER agree that the City of West Allis, Department of Development can modify and reduce either the OWNER's compensation (as listed on Page 1 as the "Total Amount of Contract") or the OWNER's program year or both. (The Department of Development will notify the OWNER of such reduction).
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:

Name: Alexander D. and Keishea L. Toole  
 Address: W141 N10593 Wooded Hills Drive  
 City and State: Germantown, WI 53022

and to the CITY at:

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

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

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

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance. The OWNER agrees that the performance of work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

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

7341-43 West Greenfield Ave.  
West Allis, WI 53214

C. Compensation. The CITY agrees to reimburse the OWNER, subject to satisfactory completion and acceptance of the facade improvements by the Department of Development and the other contingencies herein, and the OWNER agrees to accept for the satisfactory completion of the facade improvements under this Contract an amount not to exceed the maximum as indicated on Page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the required improvements. OWNER shall submit such invoices, statements, checks and other evidence of payment as the Department may require to verify the amount of reimbursement due under this Contract.

D. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the OWNER receiving payment under this Contract shall be the sole responsibility of the OWNER.

E. The contract also incorporates Exhibit A Federal Labor Standards Provisions and Exhibit B General Wage Decision.

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Jeffrey J. Warchol, Assistant City Attorney

(Signatures on the following page)

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
John F. Stibal, Director  
Director of Development

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

Countersigned:

By: \_\_\_\_\_  
Gary Schmid  
Manager of Finance/Comptroller

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

**OWNER**

By: \_\_\_\_\_  
Alexander D. Toole, Owner

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

**OWNER**

By: \_\_\_\_\_  
Keishea L. Toole, Owner

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

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

**CONTRACT - Part 2**

CONTRACT NO. \_\_\_\_\_

DATE OF AWARD \_\_\_\_\_

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

I. Non-Discrimination.

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

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

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

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

A. The OWNER will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

VI. Federal Management and Budget Requirements and Procurement Standards.

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

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

C. OMB Circular A-110.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Owners Initials

\_\_\_\_\_  
City Representative Initials

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**Attached**

**Exhibit A**

**“Federal Labor Standards Provisions”**



## Applicability

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

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (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 maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

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

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only 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 he or she 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 subpara-

graph (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 sub paragraph (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 only 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, 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 subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Attached**

**Exhibit B**

**“General Wage Decision”**

GENERAL DECISION: WI20100001 09/03/2010 WI1

Date: September 3, 2010

General Decision Number: WI20100001 09/03/2010

Superseded General Decision Number: WI20080001

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)

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	06/04/2010
3	07/02/2010
4	08/06/2010
5	09/03/2010

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 07/01/2009

	Rates	Fringes
BOILERMAKER Boilermaker.....	\$ 33.64	19.27
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0005-001 06/01/2009

	Rates	Fringes
TERRAZZO WORKER.....	\$ 30.95	15.50
TILE LAYER.....	\$ 29.95	15.50

BRWI0008-001 06/01/2008

	Rates	Fringes
BRICKLAYER.....	\$ 32.71	14.54

BRWI0008-003 06/01/2008

	Rates	Fringes
Marble Mason.....	\$ 32.71	14.54

CARP0264-001 06/01/2009

	Rates	Fringes
Carpenter & Soft Floor Layer (Including Acoustical work and Drywall hanging; Excluding Batt Insulation).....	\$ 31.38	16.03

CARP2337-002 06/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 28.30	20.70

CARP2337-008 06/01/2009

	Rates	Fringes
PILEDRIVERMAN.....	\$ 28.11	21.08

ELEC0494-001 06/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 31.10	20.32

ELEC0494-003 06/01/2010

	Rates	Fringes
Sound & Communications Installer.....	\$ 16.47	13.94
Technician.....	\$ 24.65	15.13

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

wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEV0015-001 01/01/2009

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.23	18.285

FOOTNOTE:

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

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

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\* ENGI0139-001 06/01/2010

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 38.06	17.90
Group 2.....	\$ 37.56	17.90
Group 3.....	\$ 37.06	17.90
Group 4.....	\$ 36.47	17.90
Group 5.....	\$ 34.59	17.90
Group 6.....	\$ 29.44	17.90

HAZARDOUS WASTE PREMIUMS:

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson



Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantry (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators; Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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IRON0008-005 06/01/2010

	Rates	Fringes
IRONWORKER.....	\$ 31.31	21.79

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LABO0113-001 06/01/2008

	Rates	Fringes
Laborers: (Excluding Blown Insulation; Including Carpenter Tender, Brick Mason Tender, Cement Mason tender, Bottom Man, Pipelayer, Shoveler, stripping and dismantling of forms)		
(1) General Laborer.....	\$ 25.52	12.66
(2) Air & Electric Equipment, Power Buggies, Mortar Mixers, Forklift Operator; Scaffold Builder, Erector, and Swing Stage		
(A) Under 75 feet.....	\$ 25.63	12.66
(B) 75 ft to 100 ft.....	\$ 26.13	12.66
(C) Over 100 ft.....	\$ 26.38	12.66
(3) Barco Tamper, Jackhammer Operator, Gunnite Machine man.....	\$ 26.74	12.66
(4) Caisson Worker - Topman.	\$ 25.83	12.66
(5) Nozzleman.....	\$ 26.03	12.66
(6) Caisson Work.....	\$ 26.18	12.66

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LABO0113-006 06/01/2006

	Rates	Fringes
LABORER		
Plumber Laborer		
First Man (Preparation of trench, shoring of trench, laying pipe).....	\$ 27.39	11.00
Second Man (does not work in trench).....	\$ 25.13	11.00

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LABO0113-010 06/01/2009

	Rates	Fringes
Asbestos Laborer		
Asbestos Abatement [Preparation, removal, and encapsulation of hazardous materials from non- mechanical systems].....	\$ 21.53	15.63

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PAIN0781-001 06/01/2010

	Rates	Fringes
Painters:		
(1) Brush, Roller.....	\$ 28.47	16.69
(2) Spray & Sandblast.....	\$ 29.22	16.69
(3) Drywall Taper/Finisher..	\$ 28.82	16.69

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PAIN1204-002 06/01/2010		
	Rates	Fringes
GLAZIER.....	\$ 32.25	15.89
-----		
PLAS0599-004 06/01/2009		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 29.72	15.23
-----		
PLAS0599-005 06/01/2009		
	Rates	Fringes
PLASTERER.....	\$ 29.31	15.78
-----		
* PLUM0075-001 07/01/2010		
	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 36.18	16.86
-----		
* PLUM0601-001 05/31/2010		
	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 35.81	18.69
-----		
SFWI0183-001 07/01/2007		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 35.07	14.63
-----		
* SHEE0018-001 06/25/2010		
	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technicians).....	\$ 36.60	16.63
-----		
SUWI2002-002 01/23/2002		
	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
-----		
Laborers:		
Concrete Worker.....	\$ 16.34	3.59
Landscape.....	\$ 8.73	8.40
-----		
ROOFER.....	\$ 18.01	3.28
-----		
Tile & Marble Finisher.....	\$ 13.89	7.43

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 TEAM0039-004 05/01/2009

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 23.84	14.70
3 or more Axles.....	\$ 23.99	14.70

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

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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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Attached**

**Exhibit C**

**“General Contractor Proposal”**

# Koz-i-tec-ture™

David J. Koscielniak AIA ALA  
 12310 West Waterford Avenue  
 Greenfield, Wisconsin 53228-1892

414-303-8489  
 fax: 414-329-9491  
 e-mail: [dkoscielniak@wi.rr.com](mailto:dkoscielniak@wi.rr.com)

Mr. Alex Toole  
 6419 W. Greenfield Avenue  
 West Allis, WI 53214-4939

August 19, 2010

RE: Toole Holdings, LLC  
 Request for Payment

Dear Alex:

For architectural services rendered to prepare the Storefront Facade Renovation exhibit for the West Allis Plan Commission Review Process for your building located at 7343 West Greenfield Avenue, West Allis


Plan Commission exhibit drawings.....	\$ 300.00
Black line prints for Plan Commission process.....	\$ included
Total amount due this invoice.....	
	\$ 300.00

Please remit payment of \$ 300.00 before August 30, 2010.

***Make your check payable to: David J. Koscielniak AIA***

Mail payment to: David J. Koscielniak AIA  
**Koz-i-tec-ture**  
 12310 W. Waterford Avenue  
 Greenfield, WI 53228

Respectfully submitted,



David J. Koscielniak AIA  
**Koz-i-tec-ture**

Koz-i-tec-ture / Commercial Invoice

Victor Brandt dba Vic's Bricks  
2936 S 93<sup>rd</sup> Street  
West Allis, WI 53227  
414 467 8815

To: Alex Toole

Regarding: 7343 W. Greenfield Avenue

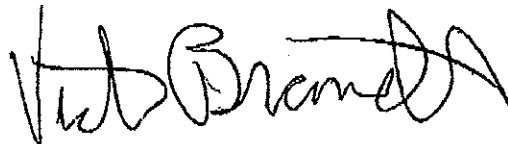
Quote for Services:

- Remove 45-50 bricks from underneath the capstone. Replace with bricks that are similar.
- Tuck point areas where needed on face of building, matching mortar as best as possible.
- Remove clay tiles and replace properly around the perimeter of the roof area, approximately 150 linear feet.
- Once windows are replaced I will put flashing around them. I will put a stone seal on the bump outs.

Total cost including labor and materials is \$ 4150.00

Thank you for your consideration.

Victor Brandt  
8/25/2010






# HELLER GLASS INC.

2722 S. 52ND PLACE  
MILWAUKEE, WI 53219

Ph: 414-581-9636  
Fax: 414-543-5899  
Email: [glsman@sbcglobal.net](mailto:glsman@sbcglobal.net)  
www: [hellerglassinc.com](http://hellerglassinc.com)

## Estimate

Date	Estimate #
7/29/2010	127

Bill To		Ship To / Job Name		
TOOLE 7343 W. GREENFIELD AVE. WEST ALLIS, WI		7343 W. GREENFIELD WEST ALLIS, WI		
Customer Phone	Customer Fax	P.O. No.	Terms	Rep
414-899-5491	414-777-1771		50% DOWN 50% ON COMPLETI...	ch
Qty	Description	Unit Price	Total	
1	REPLACE EXISTING STOREFRONT GLASS AND FRAMES WITH NEW INCLUDING NEW DOOR. ALL FRAMES CLEAR THERMALLY BROKEN TO RECEIVE ONE INCH GLASS. ALL GLASS ONE INCH INSULLATTED ONE DOOR AND FRAME WITH STANDARD HARDWARE, CLOSER, LOCK, THRESHOLD BOTTOM OF DOOR IS TEN INCHES PER CODE. TRIM AND SEAL FRAMING WHERE REQUIRED	5,187.20	5,187.20	
1	ADD FOR ONE MAIL SLOT INTO BOITOM OF DOOR RAIL INCLUDES MAIL SLOT AND LABOR		0.00	
1	CHANGE COLOR OF FRAMING FROM CLEAR TO BRONZE		0.00	
1	TOTAL OF TWO MEN/ TEN HOURS EACH FOR FABRICATION AND INSTALLATION TWENTY(20)HOURS TOTAL FRAMING WILL BE FABRICATED TO DRAWING PROVIDED, NOTE THAT THE DIMENIONS ARE NOT TO SCALE	962.80	962.80	
THIS JOB AND ALL CUSTOM JOBS NOW REQUIRE 50% DOWN PRIOR TO ANY WORK				
H.G.I. Authorized signature 				

ACCEPTANCE OF ESTIMATE

DATE

**Total \$6,150.00**

SIGNATURE

### BILLING DAYS BEGIN WITH FIRST DAY OF LABOR OR MATERIAL PROVIDED TO JOB.

Any outstanding balances not paid in full when due as agreed will accrue interest charges of 1 and 1/2 percent per month from the due date until paid including all reasonable attorney fees and collections costs.  
\$40.00 returned check fee. There is a \$50.00/month storage fee for items left over thirty days

Notice of lien rights, as required by wisconsin construction law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owners land and buildings if not paid are entitled to lien rights, in addition to the undersigned building, are those who contract directly with the owner or those who give the owner notice with 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for construction, and should give a copy of each notice to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid. section 289.02(2)(A)-. this notice must be given within ten(10) days of furnishing first labor or materials by personal service or registered mail.

THIS QUOTE/ESTIMATE IS VALID FOR 60 DAYS FROM THE DATE OF QUOTATION AND MAY BE SUBJECT TO PRICE INCREASE IF NOT ACCEPTED WITHIN THE SPECIFIED



19355 Janacek Ct., Ste. 201, Brookfield, WI 53045  
 Phone: 262-787-8000  
 FAX: 262-787-8040  
 Date: 8/16/2010

Customer: State Farm Agent Alex toole  
 Billing Address: 7343 W Greenfield Ave  
 City/State/Zip: West Allis WI 53214  
 Job Name: Same  
 Job Address: Same  
 City/State/Zip: West Allis 53214

**Proposal/Contract 8264-5**

This Contract is made between, State Farm Agent Alex Toole. (here-after called owner) and Badger Lighting and Signs, 19355 Janacek Court, Ste. 201, Brookfield, WI 53045, (here-after called BLS). All parties agree to the following:

1. Badger shall complete the following:  
**Job Description and Cost:**

- Manufacture and install one internally illuminated channel letter sign w/logo and Cintra letters per Badger drawing CHANNEL\_02 dated 8/3/10
- Manufacture and install rear non-illuminated sign per WALL MOUNT\_01
- Manufacture and install projecting non-illuminated sign per FLAG MOUNT\_01
- Install quoted as Fed Prevailing Wage @ \$38.18/hr
- Electrical connection must be by Electrician (not included in this quote)
- The cost of this project is \$8,330.04 + tax + actual permit cost.

2. Badger shall not be responsible for the repair or replacement of original wiring or original fixtures, unless expressly provided in this agreement.
3. Furthermore, BLS; does not warrant failure due to high voltage charges, lightning, fire, etc...
4. BLS agrees to carry workers compensation and liability insurance on each of its employees.
5. Payment shall be 50% Down Payment and Balance due in full upon installation. For Installation: We recommend the person signing this contract be available or make available, a person to be present at the time of install to be certain any installation is placed in the proper place. Any return trip for changes after the installation will have an additional charge for time and material. All late payments will be billed at 1.5% per month.
6. It is agreed that due to changing labor and material prices, this agreement is subject to revision if not accepted within 30 days of the BLS signature date
7. Badger cannot assume responsibility for ground conditions from heavy equipment, trenching or augured holes. This quote is based on normal building, ground and other conditions. In the event there are unforeseen problems which were not anticipated at the time of this contract, a separate charge will be placed to the customer in addition to this contract.
8. All materials, sign(s), and misc items provided by BLS will remain the property of BLS and can be removed from the premises if payment is not made in full as stated in item 5 above. In the event any items are removed due to non payment, the customer shall pay the removal cost, travel time and any other cost incurred to BLS in addition to the contract amount. A separate invoice will be submitted to customer.
9. Prices do not include running of electrical to desired location or final electrical connection. It is required that a licensed electrician be contracted by the owner.
10. Badger cannot assume responsibility for damage to, or the integrity of existing signage or existing structures. Additional costs BLS may incur if modifications or unforeseen work is needed on existing structures
11. ANY DEVIATIONS, ALTERATIONS, ADDITIONS, CHANGES IN SIZE, COLOR, MATERIALS OR OTHER WHICH INVOLVE ADDITIONAL COSTS TO BLS AFTER THE SIGNING OF THIS CONTRACT WILL BECOME AN EXTRA CHARGE TO THE CUSTOMER ABOVE AND BEYOND THE CONTRACT AMOUNT STATED IN ITEM 2 ABOVE,
12. In the event the items listed in number 1 above cannot be completed or installed beyond any control of Badger Lighting and Sign, BLS will be entitled to and have the right to recover all costs and expenses incurred plus a penalty fee not to exceed 15% of the total contract amount stated in item 1 above less any tax or delivery charge. A complete breakdown will be submitted to customer and due within 10 business days of notice/invoice.

By signing you hereby authorize Badger Lighting & Signs to proceed with the work and agree to the terms listed above. By signing this contract, both parties agree to all specifications, conditions, pricing, and other items within items 1 thru 12 above. Customer and BLS agree that signatures and acceptance will be accepted through email, fax or in personal. THIS CONTRACT WILL SUPERCEDE ANY PREVIOUSLY WRITTEN OR VERBAL AGREEMENT.

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

**Badger Lighting and Sign**  
 Date: August 16, 2010

Signature: \_\_\_\_\_

Signature: Daniel Schilling  
 Daniel Schilling

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

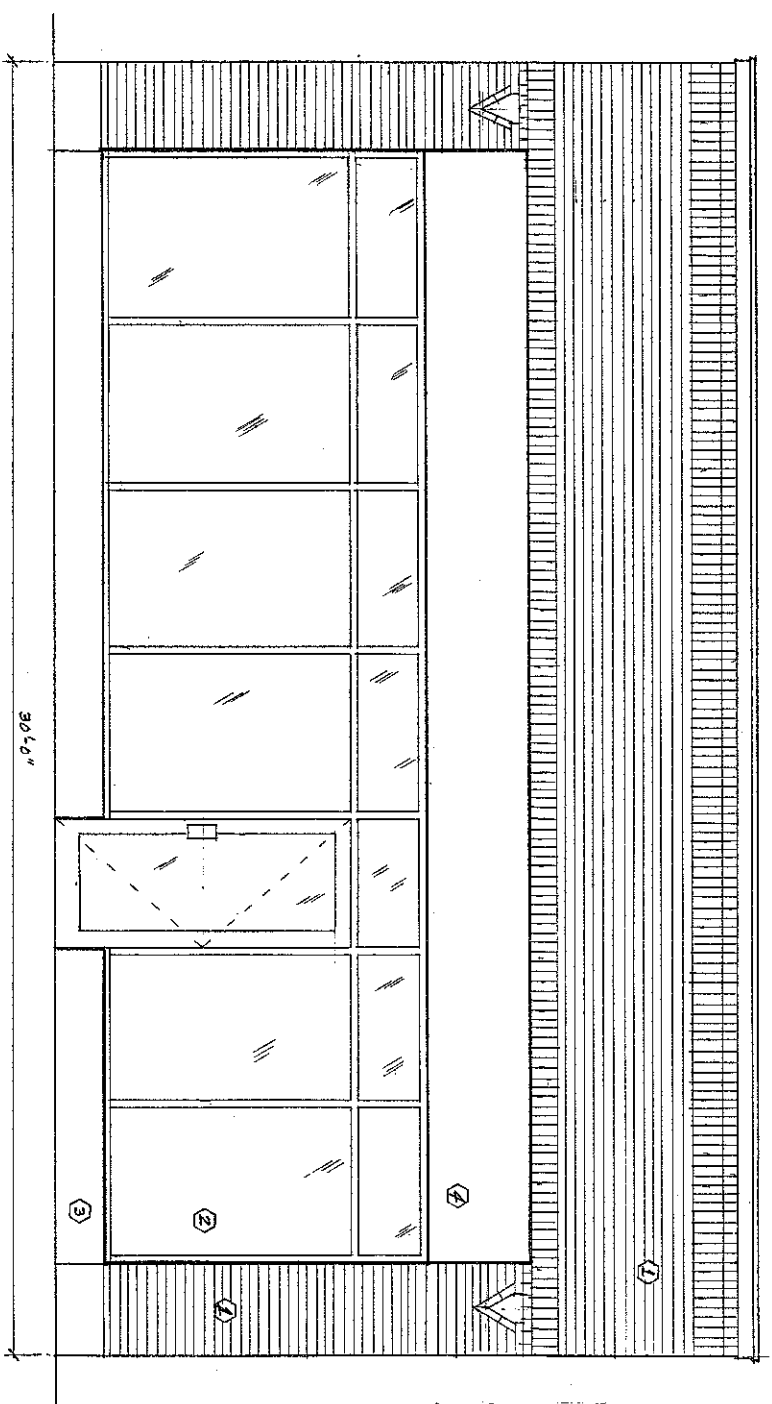
Print Name \_\_\_\_\_

Deposit Amt: \$2,650.00

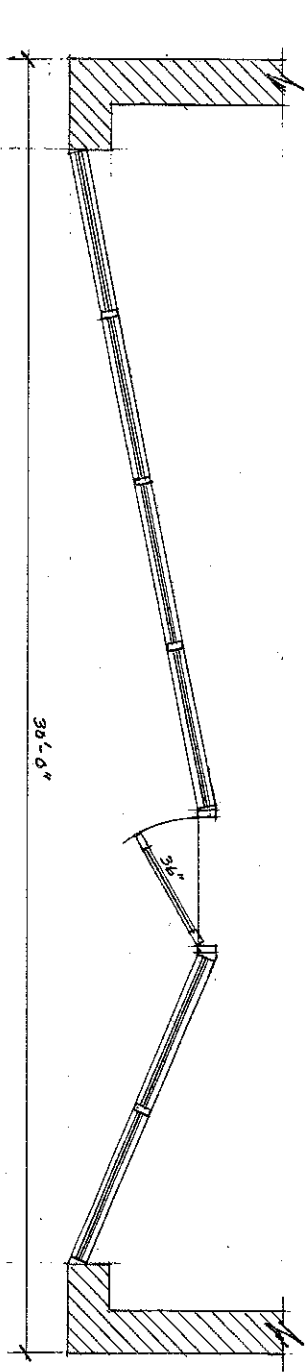
**Attached**

**Exhibit D**

**“Architectural Plans”**



FRONT (STREET) ELEVATION  
1/2" = 1'-0"



ENTRANCE PLAN VIEW  
1/2" = 1'-0"

**GENERAL NOTES:**

- ① CLEAN EXISTING FACE BRICK; REPAIR AS REQUIRED TO RESTORE INTEGRITY TO FACE BRICK AND STONE ACCENTS
- ② REMOVE EXISTING STOREFRONT ENTRY SYSTEM, AND REPLACE WITH A NEW ALUMINUM STOREFRONT ENTRY SYSTEM; INSULATED GLAZING SET IN THERMAL BROKEN FRAMES; INSTALL PERMANENT GLAZING; INSTALL WATER-TIGHT INSTALLATION.
- ③ PAINT EXISTING CONCRETE MASONRY KNEEWALL COLOR TO MATCH EXISTING STONE ACCENTS (MASONRY GRAY).
- ④ PAINT EXISTING SIGN PANEL AREA TO MATCH EXISTING STONE ACCENTS (MASONRY GRAY); INSTALL NEW SIGNAGE PER CITY OF WEST ALLIS SIGN ORDINANCE FOR FUTURE TENANT.



David L. Koschikoff, AIA, AIA  
12310 West Watnord Avenue  
Greenfield, Wisconsin 53228  
Cell: (414) 232-2418  
Fax: (414) 232-4851

**OWNERSHIP OF DOCUMENTS**  
The undersigned hereby certifies that the undersigned is the author of the architectural drawings and specifications herein and that the undersigned is not a copy or reproduction of any other work of art or design and that the undersigned is not a copy or reproduction of any other work of art or design.

**Storefront Facade Renovation**  
**Toole Holdings, LLC**  
7343 West Greenfield Avenue  
West Allis, Wisconsin 53214

DRAWN	DATE	SCALE	JOB NO.	SHEET
CHECKED	10/13/2010	1/2" = 1'-0"	2010-74	1
DATE	10/13/2010	1/2" = 1'-0"	2010-74	1
SCALE	1/2" = 1'-0"	1/2" = 1'-0"	2010-74	1
JOB NO.	2010-74	2010-74	2010-74	1
SHEET	1	1	1	1