# CITY OF WEST ALLIS DEPARTMENT OF DEVELOPMENT COMMERCIAL FAÇADE GRANT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

#### **CONTRACT - Part 1**

CONTRACT NO	<del></del>
DATE OF AWARD	
Distribution:	
Original 1 - Clerk	
Original 2 – Emailed to Owner	
PROPERTY DESCRIPTION <u>684</u>	1-6843 W Beloit Rd West Allis, Wisconsin 53214
TAX KEY NUMBER:	489-0071-000
IMPROVEMENTS (General): <u>Plans"</u>	See attached Exhibit D- "Façade Grant Budget", Exhibit C - "Architectural

TIME OF PERFORMANCE COMPLETED BY December 31, 2026

TOTAL AMOUNT OF CONTRACT - Not to Exceed \$20,000

THIS AGREEMENT, entered into by and between Jagpal Waraich, owner of <u>6841-6843 W Beloit Rd, West Allis, Wisconsin 53219</u>

Jagpal Waraich, as Owner of the business that owns and operates at 6841-6843 W. Beloit Rd (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 Patrick Schloss, Executive Director (or his designee) of City of West Allis, Economic 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 the Economic Development Program 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 Federal Contract Provisions**. 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 July 11, 2025 hereby incorporated and made a part of this contract as **Exhibit B Wage Decision**. 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.
- G. Attached is **Exhibit C Architectural Plans**, which were approved by the Plan Commission.
- H. Attached is **Exhibit D Façade Grant Budget** outlining the private and public participation in the improvements to the Property.
- 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 <u>ninety (90) days</u> 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:

Jagpal Waraich 6841-6843 W. Beloit Rd West Allis, WI 53219

and to the CITY at:

Patrick Schloss Economic 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. INDEMNITY: To the fullest extent allowable by law, OWNER hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liability, interest, attorneys' fees, costs, and expenses of any kind or nature arising in relation to/from or contemplated within this agreement. This indemnity provision shall survive the termination or expiration of this agreement.
- VI. 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.
- VII. 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:

#### 6841-6843 W. Beloit Rd West Allis, Wisconsin 53219

- 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 Contract Provisions and Exhibit B General Wage Decision.

	CITY	OF WEST ALLIS	Jagpal Waraich – Applicant
	Ву:	Patrick Schloss Executive Director, Econ. Developmen	By: Jagpal Waraich, Owner/Applicant at
	Date:		Date:
	_		of August, 2025, and I hereby certify that provisions er this Agreement by the City of West Allis.
Ву:		czmarek	
		Director/Comptroller	
Date	:		

#### **Exhibit A - Federal Contract Provisions**

## CITY OF WEST ALLIS DEPARTMENT OF DEVELOPMENT COMMERCIAL FAÇADE GRANT 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

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.

City Representative Initials

purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD

**Owner Initials** 

#### **Exhibit B - Wage Decision**

"General Decision Number: WI20250001 07/11/2025

Superseded General Decision Number: WI20240001

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026   generally applies to the contract.   The contractor must pay all covered workers at   least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	

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

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

Modification Number	Publication Date	
Ø	01/03/2025	
1	01/10/2025	
2	02/21/2025	
3	03/14/2025	
4	05/23/2025	
5 6	06/06/2025 06/27/2025	
7	07/11/2025	
ASBE0019-001 06/01/202	24	
	Rates	Fringes
Asbestos Removal		
worker/hazardous materi	ial	
handler		
Includes preparati		
wetting, stripping		
removal, scrapping		
vacuuming, bagging disposing of all	g and	
insulation materia	als from	
mechanical systems		
whether they conta		
asbestos or not	\$ 43.48	37.50
BOIL0107-001 01/01/202	25	
	Rates	Fringes
	\$ 46.52	34.63
BRWI0005-001 06/01/202	24	
	Rates	Fringes
TERRAZZO WORKER		25.13
TILE LAYER	to the second process of the second second second	25.13
BRWI0008-001 06/01/202		
	Rates	Fringes
BRICKLAYER	\$ 46.16	27.33
BRWI0008-003 06/01/202		
	P. t	Fuduana
	Rates	Fringes
Marble Mason	\$ 46.16	27.33
CARP0231-001 06/01/202	25	
	Rates	Fringes
Carpenter & Soft Floor	Layer	
(Including Acoustical v		
	vork	31.52

Rates Fringes

CARP2337-002 06/03/2024

MILLWRIGHT \$ 42.31	32.21
CARP2337-008 06/03/2024	
Rates	Fringes
PILEDRIVERMAN\$ 42.21	34.07
ELEC0494-001 06/01/2025	
Rates	Fringes
ELECTRICIAN\$ 50.86	28.26
ELEC0494-003 05/26/2024	
Rates	Fringes
Sound & Communications	
Installer\$ 36.03	18.87
Technician\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, 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

-----

ELEV0015-001 01/01/2025

Rates Fringes

ELEVATOR MECHANIC...... \$ 61.96 38.435+a+b

#### FOOTNOTE:

a. 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.

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

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

ENGI0139-001 06/01/2025

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

Rates Fringes

#### Power Equipment Operator

Group	1\$	55.21	28.55
Group	2\$	54.71	28.55
Group	3\$	54.21	28.55
Group	4\$	52.72	28.55
Group	5\$	48.74	28.55
Group	6\$	43.59	28.55

HAZARDOUS WASTE PREMIUMS: EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

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

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

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper

(Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

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

.....

#### IRON0008-005 06/01/2025

	Rates	Fringes
IRONWORKER	\$ 47.52	33.67

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

#### LAB00113-001 06/02/2025

J	Rates	Fringes
LABORER		
<ol><li>General Laborer</li></ol>		
(Including Plaster Tender)\$	40.48	23.92
(2) Air & Electric		
Equipment, Mortar Mixer,		
Scaffold Builder, Erector,		
and Swing Stage\$	40.62	23.92
<ol><li>(3) Jackhammer Operator,</li></ol>		
Gunnite Machine Man\$	40.77	23.92
(4) Caisson Worker - Topman.\$	40.86	23.92
(5) Construction Specialist.\$	41.09	23.92
(6) Nozzleman\$	41.13	23.92
(7) Caisson Work\$	41.28	23.92
(8) Barco Tamper\$	41.97	23.92

LAB00113-010 06/02/2025

Asbestos Laborer	
Asbestos Abatement	
[Preparation, removal, and	
encapsulation of hazardous	
materials from non-	
mechanical systems]\$ 40.48	23.92

Rates

Fringes

14

#### PAIN0781-001 06/01/2025

	Rates	Fringes
Painters: (1) Brush, Roller (2) Spray & Sandblast (3) Drywall Taper/Finisher.	.\$ 43.19 .\$ 42.79	24.87 24.87 24.87
* PAIN1204-002 06/01/2025		
	Rates	Fringes
GLAZIER PLAS0599-004 06/03/2024		25.15
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 43.47	25.19
PLAS0599-005 06/03/2024		
	Rates	Fringes
PLASTERER		26.79
PLUM0075-001 06/01/2025		
	Rates	Fringes
PLUMBER (Including HVAC work) PLUM0601-001 06/01/2025		27.90
1 2010001 001 00/01/2025	Rates	Fringes
	Races	TTINGES
PIPEFITTER (Including HVAC work)* * SFWI0183-001 07/01/2025	.\$ 58.92	31.34
work)	.\$ 58.92	
* SFWI0183-001 07/01/2025  SPRINKLER FITTER	.\$ 58.92 Rates .\$ 52.40	31.34
work)* * SFWI0183-001 07/01/2025	.\$ 58.92 Rates .\$ 52.40	31.34 Fringes
* SFWI0183-001 07/01/2025  SPRINKLER FITTER	.\$ 58.92 Rates .\$ 52.40	31.34 Fringes
* SFWI0183-001 07/01/2025  SPRINKLER FITTER	.\$ 58.92 Rates .\$ 52.40 Rates	31.34 Fringes 34.31
* SFWI0183-001 07/01/2025  SPRINKLER FITTER	.\$ 58.92 Rates .\$ 52.40 Rates	31.34  Fringes 34.31  Fringes
* SFWI0183-001 07/01/2025  SPRINKLER FITTER	.\$ 58.92 Rates .\$ 52.40 Rates	31.34  Fringes 34.31  Fringes
work)  * SFWI0183-001 07/01/2025  SPRINKLER FITTER  SHEE0018-001 06/01/2024  Sheet Metal Worker (Including HVAC duct work and Technicians)  TEAM0662-003 06/01/2025  TRUCK DRIVER  1 & 2 Axles	Rates .\$ 55.58  Rates .\$ 39.57 .\$ 39.72	31.34  Fringes 34.31  Fringes 29.28  Fringes 28.70 28.70
* SFWI0183-001 07/01/2025  SPRINKLER FITTER	Rates .\$ 55.58  Rates .\$ 39.57 .\$ 39.72	31.34  Fringes 34.31  Fringes 29.28  Fringes 28.70 28.70

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

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

\_\_\_\_\_

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

\_\_\_\_\_

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

.....

#### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
- a) a survey underlying a wage determinationb) an existing published wage determinationc) an initial WHD letter setting forth a position on
- a wage determination matter
  d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

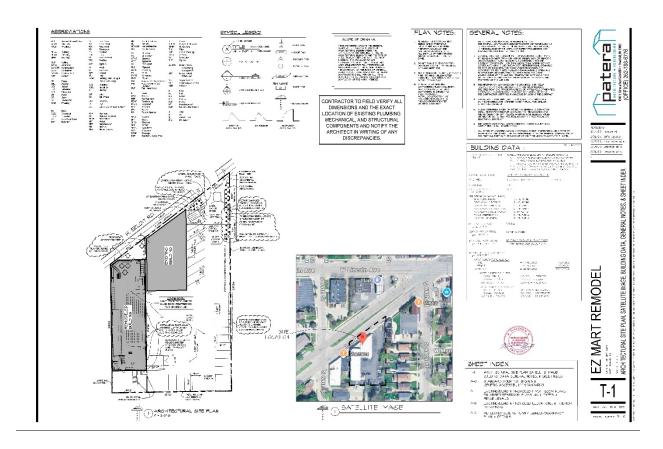
\_\_\_\_\_

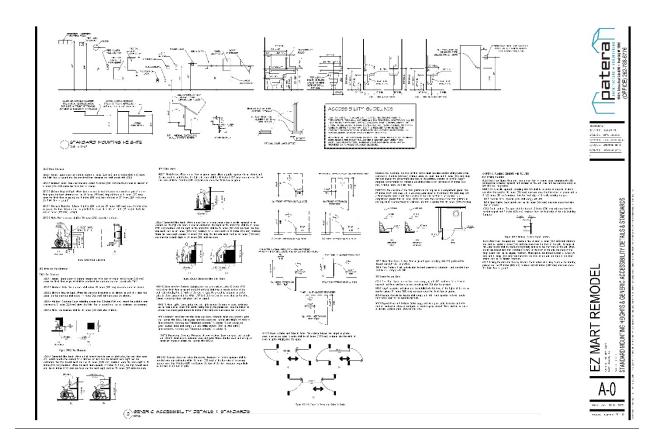
END OF GENERAL DECISION"

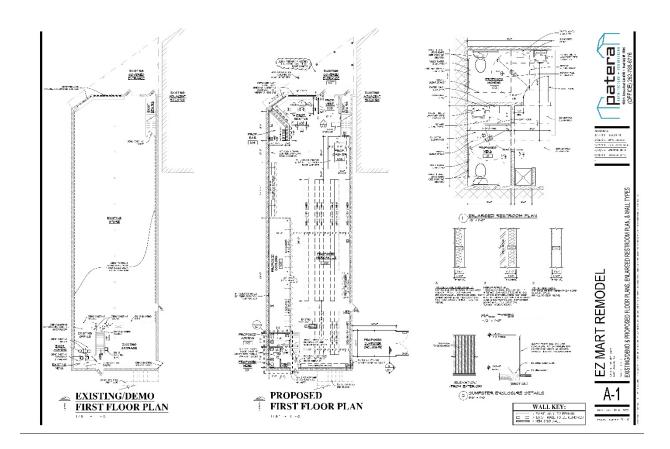
#### **Exhibit C - Architectural Plans**

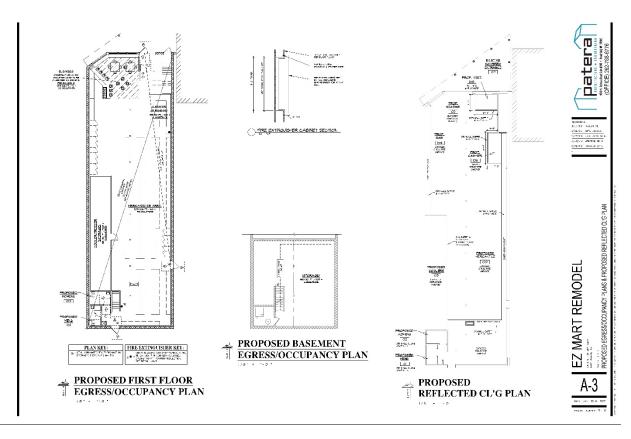


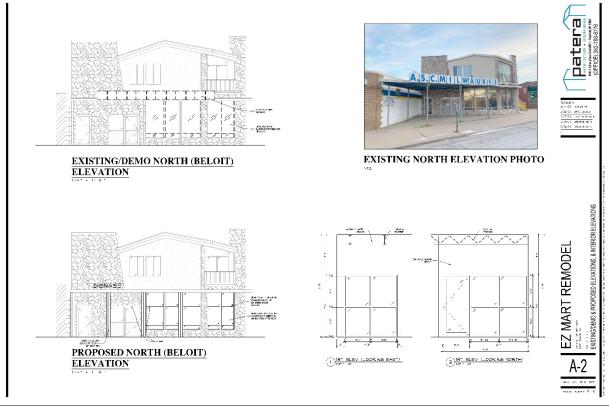
### PROPOSED NORTH (BELOIT) ELEVATION

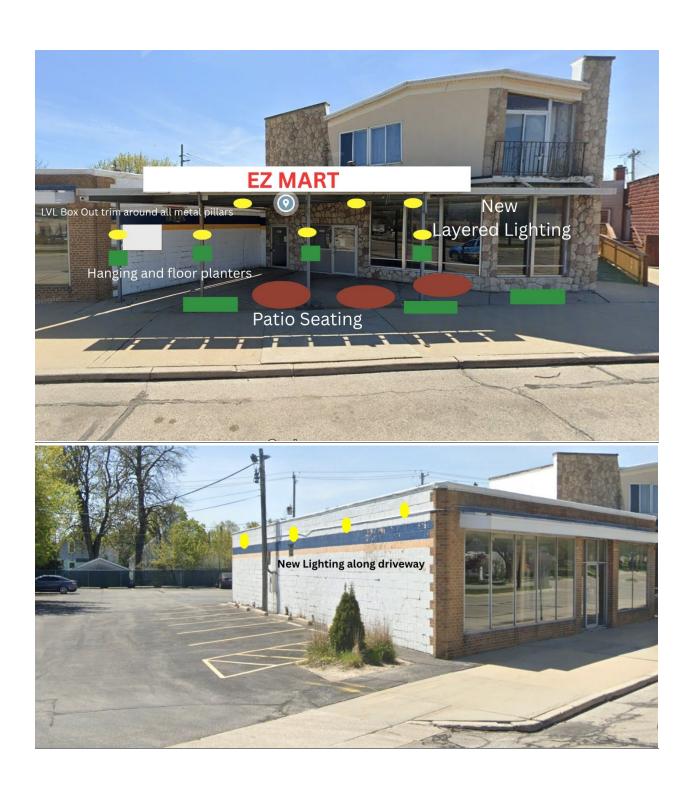














#### Exhibit D - Façade Grant Budget

1) Overall project investment:

Ref. Id	Item	Amount
1	Real Estate purchase	\$500,000.00
	Store and apartments renovation	
2	cost	\$614,000.00
3	Store Equipment and inventory	\$430,000.00
	Bank Loan Fees	\$53,750.00
5	Working capital	\$125,000.00
	Total Investment	\$1,722,750.00

### ALWAYS BUILDING CUSTOM

Steve Uselmann Pres. 414-559-5432 18500 W Lawnsdale Rd New Berlin 53146 suselmann@wi.rr.com

Owner/Job address A1 Inc 6843 W Beloit Rd West Allis WI 53219 Date 07/09/25

#### Exterior Facade REMODELING AT ABOVE ADDRESS

- 1. Front exterior canopy remodel and repair
  - Clean, repair, repaint metal roof canopy
- Water seal between the canopy and the building
- Fix or replace failing gutters along the canopy Box out metal columns in 8 x 8 LP Trim

Labor 7000

Material 2500

Total 9500

- Canopy new electrical & lighting
   Run new electrical conduit and wiring as needed, install light boxes and new light fixtures
- Install exterior outlets under the canopy to plug in decorative string lights and festival colored lights
   Install decorative layered lighting on the boxed out columns pointing down
  Note: Planning \$1000 allowance for lights

Labor 4500

Material 2400

Total 6900

- 3. Front façade tuckpointing where needed
  - Wash and clean the block siding and front decorative stone
  - Remove failing mortar, and clean the joints
- Tuckpoint where needed

Labor 6000

Material 1500

Total 7500

- 4. Exterior front concrete work
- Cut and demo the cracking and uneven concrete on the front sidewalk
- Pour new concrete at level with the existing concrete
- Clean all existing concrete slab joints, and seal them with concrete sealant

Labor 8000

Material 900

Total 8900

- Façade paint
- Remove peeling, cracked, and failing paint from the concrete block and the rest of the exterior surfaces
- Prep the surface for painting, and then paint

Note: Sherwin Williams paint

Labor 5500

Material 2000

Total 7500

- Cut asphalt out and dig out dirt to enlarge the landscaping along the driveway entrance, plant new

trees

 Install hanging plant boxes on front boxed out pillars Note: Plant and shrubbery allowance Labor 4500 Material 2500 Total 7000

Total bid labor and materials	\$47,300
Terms to be in the form of draws as	s work is completed.
Payment by check to: Always	Building Custom

The following paragraph explains the use of liens and therefore it is important to hire a contractor that pays his subcontractors and suppliers to prevent liens on your property.

#### Notice of lien rights

Contractor as required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on owners land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner directly or those who give owner notice within 60 days after they finish first labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his/her mortgage lender, if any. Builder agrees to cooperate with the owner and lender, if any, to see all potential lien complaints are duly paid.

Lien waivers available upon request

Time line to begin 08/01/25 (or earlier, after approved by the West Allis commission) and complete tasks as materials and other subcontractors provide services and complete their work. Weather and delivery delays are expected

Steven M Uselmann contractor date

O7/10/2025

Authorized Owner or Representative date