

**CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT  
COMMERCIAL FAÇADE GRANT  
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 6202 W. Lincoln Ave. West Allis, Wisconsin

TAX KEY NUMBER: 475-0375-000

IMPROVEMENTS (General): See attached Exhibit D- "Contractor Quotes", Exhibit C - "Architectural Plans"

TIME OF PERFORMANCE COMPLETED BY December 31, 2024

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

THIS AGREEMENT, entered into by and between Brandon Hawthorne, owner of Plantivore, LLC d/b/a Twisted Plants 6202 W. Lincoln Ave., West Allis, Wisconsin, 53219 (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 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 – 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 January 19, 2024 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 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:

Plantivore LLC  
Brandon Hawthorne  
6202 W. Lincoln Ave.  
West Allis, WI 53214

and to the CITY:

Patrick Schloss  
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.

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:  
  
6202 W Lincoln Ave.  
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 Labor Standards Provisions and Exhibit B General Wage Decision.

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
Patrick Schloss  
Executive Director, Econ. Development

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

**PROPERTY OWNER/APPLICANT**

By: \_\_\_\_\_  
Brandon Hawthorne, Owner/Applicant

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

Countersigned at West Allis, Wisconsin this \_\_\_\_\_ day of March, 2024, and I hereby certify that provisions have been made to pay the liability that will accrue under this Agreement by the City of West Allis.

By: \_\_\_\_\_  
Jason Kaczmarek  
Finance 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 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.

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Owner

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City

## Exhibit B – Wage Decision

2/22/24, 1:22 PM

SAM.gov

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.22	34.01
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ELEC0494-001 05/28/2023		

	Rates	Fringes
ELECTRICIAN.....	\$ 47.75	26.72
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ELEC0494-003 05/28/2023		

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

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

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ELEV0015-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 56.97	37.335+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.

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ENGI0139-001 06/01/2023

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 50.21	24.05
Group 2.....	\$ 49.71	24.05

<https://sam.gov/wage-determination/WI20240001/1>

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

ASBE0019-001 06/01/2023

	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.....	\$ 42.80	36.10

BOIL0107-001 01/01/2021

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

BRWI0005-001 06/01/2023

	Rates	Fringes
TERRAZZO WORKER.....	\$ 40.00	24.93
TILE LAYER.....	\$ 39.00	24.93

BRWI0008-001 06/01/2023

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

BRWI0008-003 06/01/2023

	Rates	Fringes
Marble Mason.....	\$ 44.96	25.67

CARP0264-001 06/05/2023

	Rates	Fringes
Carpenter & Soft Floor Layer (Including Acoustical work and Drywall hanging; Excluding Batt Insulation).....	\$ 41.91	29.72

CARP2337-002 06/01/2023

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

CARP2337-008 06/05/2023



"General Decision Number: WI20240001 01/19/2024

Superseded General Decision Number: WI20230001

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:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
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:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

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>.

- \* a conformance (additional classification and rate) ruling

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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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

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

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

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

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

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

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

## Painters:

(1) Brush, Roller.....	\$ 39.09	24.86
(2) Spray & Sandblast.....	\$ 39.84	24.86
(3) Drywall Taper/Finisher..	\$ 39.44	24.86

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PAIN1204-002 06/01/2023

	Rates	Fringes
GLAZIER.....	\$ 43.44	25.00

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PLAS0599-004 06/05/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 42.07	24.59

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PLAS0599-005 06/05/2023

	Rates	Fringes
PLASTERER.....	\$ 39.98	25.81

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PLUM0075-001 06/01/2021

	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 48.50	25.29

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PLUM0601-001 06/01/2022

	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 50.00	28.93

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\* SFWI0183-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.50	30.56

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\* SHEE0018-001 06/01/2023

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technicians).....	\$ 53.03	28.58

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TEAM0662-003 06/01/2023

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 35.57	26.09
3 or more Axles.....	\$ 35.72	26.09

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\* SUWI2002-002 01/23/2002

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37

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 06/01/2023

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

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

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LAB00113-001 06/05/2023

	Rates	Fringes
LABORER		
(1) General Laborer		
(Including Plaster Tender)...	\$ 37.48	22.25
(2) Air & Electric		
Equipment, Mortar Mixer,		
Scaffold Builder, Erector,		
and Swing Stage.....	\$ 37.61	22.25
(3) Jackhammer Operator,		
Gunnite Machine Man.....	\$ 37.76	22.25
(4) Caisson Worker - Topman.	\$ 37.85	22.25
(5) Construction Specialist.	\$ 38.07	22.25
(6) Nozzleman.....	\$ 38.11	22.25
(7) Caisson Work.....	\$ 38.26	22.25
(8) Barco Tamper.....	\$ 38.93	22.25

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LAB00113-010 06/05/2023

	Rates	Fringes
Asbestos Laborer		
Asbestos Abatement		
[Preparation, removal, and		
encapsulation of hazardous		
materials from non-		
mechanical systems].....	\$ 37.48	22.25

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PAIN0781-001 06/01/2023

	Rates	Fringes
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Group 3.....	\$ 49.21	24.05
Group 4.....	\$ 48.37	24.05
Group 5.....	\$ 44.39	24.05
Group 6.....	\$ 39.24	24.05

**HAZARDOUS WASTE PREMIUMS:**

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

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

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

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

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

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, 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.

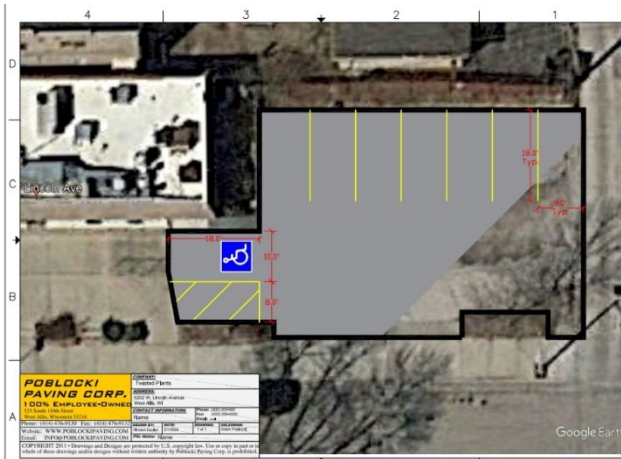
GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro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



## Exhibit C – Architectural Plans





## **Exhibit D – Façade Grant Budget**



PROPOSAL C51388 P1

16363 West Ryerson Road  
New Berlin, WI 53151

MADISON  
(608) 221-8680  
Fax: (414) 476-9132

MILWAUKEE  
(414) 476-9130  
Fax: (414) 476-9132

RACINE  
(262) 633-1105  
Fax: (414) 476-9132

WI Building Contractor Registration #: 1105248

Name: Tyrone Brown  
Company: Twisted Plants

Address: 6202 W. Lincoln Avenue  
City: West Allis, WI 53219

Phone:  
Fax Number:  
E-mail: [vegantreatsllc@gmail.com](mailto:vegantreatsllc@gmail.com)  
Job Name: Twisted Plants  
Job Location: 6202 W. Lincoln Avenue, West Allis  
Job Phone: Cell: (414) 519-4928

Date: December 12, 2023

We hereby submit specifications and estimates for:

### **Remove & Replace the Extremely Deteriorated Asphalt Parking Lot (Estimate based upon 3,206 Sq.Ft.)**

-See the aerial photo for the entire parking lot area to be replaced, highlighted in BLUE.

-Poblocki Paving Corp. is not responsible for damage to the existing concrete approach, concrete city sidewalk or concrete alley when accessing the parking lot with our trucks and equipment.

Remove all existing concrete curb stops from the West side of the lot and set them aside.

Excavate and dispose of the entire existing asphalt lot.

Assuming the underlying base is satisfactory\*, top dress the base with crushed aggregate as required to secure a proper grade and base. Approx. 20 tons of stone has been figured to top dress the base and set the lot for paving.

Fine grade and compact the base stone.

Machine pave the entire lot (3,206 Sq.Ft.) with a self-propelled motorized paving machine which minimizes seaming and provides for maximum asphalt compaction.

Machine pave 3.5" of compacted hot mix asphalt using 2 layers of pavement (2" of heavy duty 19mm binder mix and 1.5" of 9.5mm surface mix).

Using yellow paint, stripe the parking lot per the existing layout, including the handicap spot & hatched walkway in the South inset area.

Reset all existing concrete curb stops along the West side of the lot and fasten them to the lot with new steel pins. New concrete curb stops cost \$100.00 each to furnish, install and fasten to the lot with new steel pins, upon request.

**\$14,288.00 (Price valid for May & June 2024)**

### **\*Base Replacement Option after Proof Roll**

If, upon removing the old asphalt, the underlying base is found to be soft, muddy and unstable, we will excavate down an additional 8" and remove the poor base. This excavated material will be hauled off site and deposited at a dump site. We will then furnish, install and compact 8" of new stone base for the approved area(s) after a walk-thru with the owner.

**Add \$2.75 per Square Foot (if necessary)**

Twisted Plants  
12/12/2023

Adam Poblocki - [apoblocki@poblockipaving.com](mailto:apoblocki@poblockipaving.com)

Page 1

longevity and are placed 3 feet deep in holes with a diameter of 9 to 10 inches. This setup ensures strength and prevents damage from frost.

- **TRUE 4" Wide x 3/4" Thick Boards** (for picket styles): We utilize these boards for a durable and robust construction.
- **TRUE 6" Wide x 3/4" Thick Boards** (for privacy fences, based on availability): These wider boards not only enhance longevity but also provide a more visually appealing look.
- **Hand-Made Cedar Dog Ear Caps:** Adding an artisan touch, we craft dog ear caps from cedar wood.
- **Panel Construction:** Your panels are meticulously crafted in our shop. We employ stainless steel ring-shank nails to securely attach the boards to the rails. This not only ensures durability but also prevents any unsightly stains on your fence.
- **Installation:** By default, panels are installed with face-nailing on the outside of the posts, while the stringers face inward towards your yard.

[View Less](#)

Your Price **\$0.00**

Subtotal	\$7,957.06
Tax	\$0.00
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<b>Total</b>	<b>\$7,957.06</b>

Accept Estimate

