

**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 7140 W. Greenfield Ave., West Allis, Wisconsin

TAX KEY NUMBER: 440-0310-000 _____

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

TIME OF PERFORMANCE COMPLETED BY MARCH 15, 2023

TOTAL AMOUNT OF CONTRACT – Not to Exceed \$65,000

THIS AGREEMENT, entered into by and between Walter Holtz., 7140 W. Greenfield Ave., West Allis, Wisconsin (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 November 15, 2019 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 - General Contractor Proposal** utilized in the development of the Commercial Façade Grant Budget.
 - H. Attached is **Exhibit D – Architectural Plans**, which must be approved by the Plan Commission.
 - H. Attached is **Exhibit E – 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 at:
- Walter Holtz
7140 West Greenfield Avenue
West Allis, WI 53214
- 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. 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:

7140 W. 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 _____, 2022.

Nicholas Cerwin, Assistant City Attorney

CITY OF WEST ALLIS

PROPERTY OWNER/APPLICANT

By: _____
Patrick Schloss
Executive Director, Econ. Development

By: _____
Walter Holtz, Owner/Applicant

Date: _____

Date: _____

Countersigned:

By: _____
Jason Kaczmarek
Director of Finance

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.

Owner Initials

City Representative Initials

Exhibit B – Wage Decision

"General Decision Number: WI20220001 02/25/2022

Superseded General Decision Number: WI20210001

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)(2)-(60).

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: the contractor must pay all covered workers at least \$15.00 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 2022.

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 contractor must pay all covered workers at least \$11.25 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 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 are available at

[https://www.dol.gov/agencies/whd/government-contracts.](https://www.dol.gov/agencies/whd/government-contracts)

Modification Number Publication Date

0 01/07/2022

1 02/04/2022

2 02/18/2022

3 02/25/2022

ASBE0205-001 06/01/2001

Rates Fringes

Asbestos Removal

worker/hazardous material
handler

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

BOIL0107-001 01/01/2021

Rates Fringes

BOILERMAKER

Boilermaker.....\$ 39.52 31.50

Small Boiler Repair (under

25,000 lbs/hr).....\$ 26.91 16.00

BRWI0005-001 06/01/2020

Rates Fringes

TERRAZZO WORKER.....\$ 37.42 22.70

TILE LAYER.....\$ 36.42 22.70

BRWI0008-001 06/01/2021

Rates Fringes

BRICKLAYER.....\$ 42.38 25.00

BRWI0008-003 06/01/2019

Rates Fringes

Marble Mason.....\$ 38.93 24.22

CARP0264-001 06/01/2016

Rates Fringes

Carpenter & Soft Floor Layer

(Including Acoustical work

and Drywall hanging;

Excluding Batt Insulation).....\$ 35.78 22.11

CARP2337-002 06/01/2019

Rates Fringes

MILLWRIGHT.....\$ 33.58 21.53

CARP2337-008 06/01/2019

Rates Fringes

PILEDRIVERMAN.....\$ 33.77 23.69

ELEC0494-001 06/01/2021

Rates Fringes

ELECTRICIAN.....\$ 44.39 25.67

ELEC0494-003 06/01/2021

Rates Fringes

Sound & Communications

Installer.....\$ 22.39 18.80

Technician.....\$ 32.49 20.26

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

ELEV0015-001 01/01/2022

Rates Fringes

ELEVATOR MECHANIC.....\$ 54.60 36.885+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 06/01/2021

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

Rates Fringes

Power Equipment Operator

Group 1.....\$ 48.61 24.60

Group 2.....\$ 47.61 24.60

Group 3.....\$ 47.11 24.60

Group 4.....\$ 46.42 24.60

Group 5.....\$ 42.64 24.60

Group 6.....\$ 37.49 24.60

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 06/01/2021

Rates Fringes

IRONWORKER.....\$ 40.57 28.40

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

LAB00113-001 06/01/2021

Rates Fringes

LABORER

(1) General Laborer

(Including Plaster Tender)..\$ 35.03 20.98

(2) Air & Electric

Equipment, Mortar Mixer,
Scaffold Builder, Erector,

and Swing Stage.....\$ 35.16 20.98

(3) Jackhammer Operator,

Gunnite Machine Man.....\$ 35.30 20.98

(4) Caisson Worker - Topman. \$ 35.39 20.98

(5) Construction Specialist. \$ 35.60 20.98

(6) Nozzleman.....\$ 35.64 20.98

(7) Caisson Work.....\$ 35.79 20.98

(8) Barco Tamper.....\$ 36.44 20.98

LAB00113-010 06/07/2021

Rates Fringes

Asbestos Laborer

Asbestos Abatement

[Preparation, removal, and
encapsulation of hazardous
materials from nonmechanical
systems]\$ 35.03 20.98

PAIN0781-001 06/01/2021

Rates Fringes

Painters:

(1) Brush, Roller.....\$ 35.95 24.50

(2) Spray & Sandblast.....\$ 36.70 24.50

(3) Drywall Taper/Finisher..\$ 36.30 24.50

PAIN1204-002 06/01/2021

Rates Fringes

GLAZIER.....\$ 39.20 23.94

PLAS0599-004 06/01/2017

Rates Fringes

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

PLAS0599-005 06/01/2017

Rates Fringes

PLASTERER.....\$ 32.65 22.55

PLUM0075-001 06/01/2021

Rates Fringes

PLUMBER (Including HVAC work)\$ 48.50 25.29

PLUM0601-001 06/02/2021
Rates Fringes
PIPEFITTER (Including HVAC
work)\$ 48.81 27.80

SFWI0183-001 07/01/2021
Rates Fringes
SPRINKLER FITTER.....\$ 47.25 27.61

SHEE0018-001 06/01/2021
Rates Fringes
Sheet Metal Worker (Including
HVAC duct work and
Technicians)\$ 48.60 26.06

TEAM0662-003 06/01/2021
Rates Fringes
TRUCK DRIVER
1 & 2 Axles.....\$ 32.57 25.17
3 or more Axles.....\$ 32.57 25.17

* 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

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 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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 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 DECISIO"

Exhibit C - General Contractor Proposals

BID PROPOSAL

DATE: January 18, 2022
Project Name: 7140 W Greenfield Ave
Location: 7140 W Greenfield Ave



REVISED

Wally Holtz
7140 W Greenfield Ave
West Allis, WI 53214

11233 W Greenfield Ave.
West Allis, WI 53214
414-771-5660
Fax 414-771-7924

We propose to furnish and install:

FRAMES Furnish and install replacement Storefront frames at existing locations as discussed at site walk through. Material to be Kawneer 451T CG 2" x 4 1/2" Thermally improved Storefront. Includes North side of building, West Side of Building and South side Front Storefront and new upper level windows

DOORS: Kawneerstandard Wide Stile with 10" bottom rails.

HARDWARE: Basic Kawneer Door hardware along with door closers, thresholds and sweeps.

GLASS: 1" overall clear Low-E insulated annealed units, tempered where required by code.

FINISH: #22 Black painted finish. Door hardware to be clear anodized.

CLARIFICATIONS: 1) We will field measure each window opening individually to make sure of correct sizing
2) We have included Lift rental in our pricing.
3) Proposal includes removal of existing window units as we install the new units. Upper level new openings to be removed by others. Dumpsters by others and NOT included.
4) Main level front Storefront corners will be Brake metal.

EXCLUSIONS: 5) THIS REVISED QUOTE BACKS OUT THE UPSTAIRS DOOR FROM SCOPE
1) No window opening preparation has been included. If needed this will be billed Time and Material
2) Glass is not warranted against breakage. We will replace broken glass caused directly by our employees at time of installation.
3) Furnishing of temporary enclosures, temporary material protection and removal or resetting of temporary enclosures is excluded.
4) Customer to provide solid anchoring at perimeter conditions to withstand loads.
5) Final cleaning is excluded. We will remove labels and excess sealants from framing and glass surfaces at time of installation.

FOR THE SUM OF **One Hundred Two Thousand Two Hundred Sixty DOLLARS \$102,260**
TO BACK OUT THE DOOR ON THE WEST SIDE OF BUILDING THE MATERIAL AND LABOR CREDIT

ALTERNATES: DEDUCT Three Thousand Nine Hundred Five DOLLARS -\$3,905.00



QUOTATION

16212 W Rogers Drive, New Berlin, WI 53151 ♦ P: 262-782-1090 ♦ F: 262-782-1099 ♦ www.arwinwindows.com

August 10, 2021
TO: **WALLY HOLTZ**
7140 W GREENFIELD AVE
WEST ALLIS, WI 53214

QUOTE #: 7801
PROJECT: 7140 W Greenfield Ave.
LOCATION: West Allis, WI
ARCH:

REV. #:

We propose to remove and dispose of existing wood, vinyl or steel windows/sash and to furnish, install and caulk: QUAKER WINDOW & DOOR CO. Series E300 Doublehung and One lite fixed windows, thermal barrier aluminum frame, Clear Low E coated argon gas sealed insulated glass, exterior extruded aluminum panning system, screens at operable windows, interior extruded aluminum snap trim, standard BLACK painted finish.

[28] windows of various sizes per the attached

We propose to remove and dispose of the existing hollow metal rear service door and frame and to furnish install and caulk REPUBLIC MATERIALS 16 gauge 5-3/4" hollow metal frame, 18 gauge hollow metal flush doors, chrome hinges, medium duty closers, flush bolts on one door, lever lock, weather stripping, sweeps and threshold. Prime finish, to be final painted by owner.

[1] Door opening 64" x 85-1/2" with pair of flush doors.

We propose to remove and dispose of existing storefront glass and framing and to furnish, install and caulk: UNITED STATES ALUMINUM 2" x 4-1/2" thermally broken aluminum framing, 1" clear low E coated fully tempered insulated glass, head receptor, subsill, break metal closures as required, Black painted finish, Medium stile door, offset pivots, paddle handle latch lock, LCN 4041 closers.

[9] window openings and [1] door per the attached.

We propose to furnish and install into new openings prepared by owner, openings to be straight, true and flush. UNITED STATES ALUMINUM 2" x 4-1/2" thermally broken aluminum framing, 1" clear low E coated fully tempered insulated glass, head receptor, subsill, break metal closures as required, Black painted finish, Medium stile doors, offset pivots, flush bolts on one leaf of pair doors, paddle handle latch lock, LCN 4041 closers.

[3] new window openings second floor, [1] new pair of doors with transom and sidelight second floor and [1] new pair of doors first floor west per the attached.

FOR THE SUM O: \$125,650.00 tax included.

QUALIFICATIONS:

Excluding: Removal of interior walls covering windows, new opening preparation, new opening temporary enclosures, interior trim/casings, final wash and clean, any work at existing front entry doors, painting of hollow metal doors and frame.

Lead time is 14-16 weeks for materials.

AMOUNT: One hundred twenty-five thousand six hundred fifty dollars

\$125,650.00

F.O.B.: Job Site - Installed

TERMS: \$20,000.00 down, Balance Net 15 days.

Arwin Window Systems, Inc.


Philip Schuenke

[This quotation is subject to acceptance within 30 days and to terms listed on page 2]

Exhibit D – Architectural Plans



Exhibit E – Façade Grant Budget

FAÇADE – DETAILED BUDGET

• New Aluminum Storefront and Replacement Windows:	\$92,000
• New West Façade Entrance door:	\$4,000
• Miscellaneous break metal to complete window and door installation	\$5,000
• New Façade Treatment to Cover Black Concrete/Stucco:	\$18,000
○ (Current concept is exterior large format tile over the existing)	
• New Small Awnings at New Windows and West Façade to Match Existing:	\$12,000
• Fix and Polish Existing Awning:	\$1,500
• New Sign:	\$6,000
• Façade Lighting:	\$5,000
Total Estimated Façade Work:	\$143,500

POTENTIAL SOURCES AND USES FOR OVERALL PROJECT

WEDC Community Investment Grant (CDI) - Project Budget Worksheet											
Project: West Allis - The Deco Event Space - 7140 W. Greenfield Ave.											
Eligible Project Uses	WEDC Grant	Source 1	Source 2	Source 3	Source 4	Source 5	Source 6	Source 7	Source 8	Source 9	Total
		Walter Holtz	City Façade								
Source Allocation	250,000	520,000	65,000								835,000
-- Demo/Site Clearance											0
-- Site Prep											0
-- Building Renovations											0
-- Building Fixtures		20,000									20,000
-- Construction/Elect./Plumb.	250,000	465,000	65,000								780,000
-- Infrastructure											0
-- Streets											0
-- Sidewalk Parking											0
-- Other 1:	0										0
-- Other 2:	0										0
-- Other 3:	0										0
Eligible Total	250,000	485,000	65,000	0	0	0	0	0	0	0	800,000
% of Project	31.3%	60.6%	8.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%
Non-eligible Costs											
-- Property Acquisition											0
-- Professional Fees			15,000								15,000
-- Other 1: 1st month staffing			10,000								10,000
-- Other 2: Liquor Supplies			10,000								10,000
-- Other 3:	0										0
Non-eligible Total	0	35,000	0	0	0	0	0	0	0	0	35,000
Total: All Activity Costs	250,000	520,000	65,000	0	0	0	0	0	0	0	835,000
% of Project	29.9%	62.3%	7.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%
Remaining Source Funds	0	0	0	0	0	0	0	0	0	0	0

* WEDC Grant not to exceed 1:1 match of eligible costs. Maximum grant: \$250,000