

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

CONTRACT - Part 1

CONTRACT NO. _____

DATE OF AWARD _____

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 2079-79A S. 69 Street

TAX KEY NUMBER: 476-0085-000

IMPROVEMENTS (General): See attached Exhibit A – “Federal Contract Provisions”
and Exhibit B - “General Contract Provisions”

TIME OF PERFORMANCE: Completed by June 30, 2019

TOTAL AMOUNT OF CONTRACT: Grant project cost, not to exceed \$25,000.00

THIS AGREEMENT, entered into by and between Lutz Land Management, LLC (hereinafter referred to as the "OWNER"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

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

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

WITNESSETH THAT:

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

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

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

- C. Comply with time schedules and payment terms.
 - D. Make no changes to the building facade without Department of Development approval for a period of five (5) years from and after completion of the facade improvements, except for maintenance and changes to sign fascia for new tenants.
 - E. The contract is funded with federal CDBG funds requiring the owner to fully comply with the statutes, laws, rules, regulations and other requirements outlined under the Federal Contract Provisions hereby incorporated and made part of this contract as Exhibit A. Further, Exhibit A must be made part of any contract for work to be performed under a contract by and between 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 7-20-18, hereby incorporated and made a part of this contract as Exhibit A, Federal Contract Provisions, Section 5, Item 7. The owner is responsible for incorporating the wage decision into the contract for work to be performed under a contract by and between the owner and contractor.
- II. SCOPE OF SERVICES. The OWNER shall in a satisfactory, timely and proper manner, undertake and complete the following project(s) as set forth in the attached Exhibit(s). Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.
- III. AVAILABILITY OF FUNDS.
- A. This contract award is 100% funded under the Federal Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the OWNER agree that the City of West Allis, Department of Development can modify and reduce either the OWNER's compensation (as listed on Page 1 as the "Total Amount of Contract") or the OWNER's program year or both. (The Department of Development will notify the OWNER of such reduction).
 - B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
- IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested,"

addressed to the OWNER at:

Lutz Land Management, LLC
P.O. Box 270592
Milwaukee, WI 53227

and to the CITY at:

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

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

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

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

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

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

2079-79A S. 69 St.
West Allis, WI 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 all provisions of Exhibit A including Provisions and General Wage Decision.

Approved as to form this 12 day
of NOVEMBER, 2018.



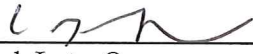
Nicholas Cerwin, Assistant City Attorney

(Signatures on the following page)

CITY OF WEST ALLIS

LUTZ LAND MANAGEMENT, LLC

By: 
John F. Stibal, Director of Development

By: 
Mark Lutz, Owner

Date: 10-23-18

Date: 10-29-18

Countersigned:

By: 
Peggy Steeno
Finance Director/Comptroller/City Treasurer

Date: 11/14/18

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

CONTRACT - Part 2

CONTRACT NO. _____

DATE OF AWARD _____

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

I. Non-Discrimination.

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

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

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

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

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

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

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

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

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

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

VI. Federal Management and Budget Requirements and Procurement Standards.

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

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

C. OMB Circular A-110.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owners -Initials

City Representative Initials

Attached

Exhibit A

“Federal Contract Provisions”

Section 3 Federal Requirements

What is Section 3?

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

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

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

What is a “Section 3 resident”?

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

What is “low- or very low-income”?

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

* 2017 figures	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8 Person Household
80% CMI	\$43,300	\$49,500	\$55,700	\$61,850	\$66,800	\$71,750	\$76,700	\$81,650

What does “Business Concern” mean?

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

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

** If you would like assistance filling out the Section 3 forms or are not fully understanding what reporting is required of you, please contact Robb Ahlm at 414-302-8426.*

SECTION 3 COMPLIANCE REPORT

Must be completed by every contractor or subcontractor awarded a construction contract on a Community Development Block Grant (CDBG) project.

Grantee: _____ **Grant #:** _____

Contractor: _____

Contract Amount: \$ _____

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

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

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

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

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

_____ Other. Describe: _____

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

Submit to Grantee or Grantee's Representative prior to work beginning.
Robb Ahlm
Department of Development – Housing Office
7525 W. Greenfield Ave.
West Allis, WI 53214



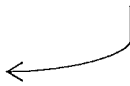
**Community Development Block Grant Program (CDBG)
 Department of Development
 City of West Allis, 7525 W. Greenfield Ave.
 West Allis, WI 53214
 414-302-8460**



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

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

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



***Business Representative
 Fills Out Top Section***

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

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

Type of Business : Corporation Partnership Joint Venture Sole Proprietorship LLC

Your Contractor Tax Identification Number: _____

Your DUNS Number: _____

Business Name _____

Business Address _____

Business phone number and email address: _____

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

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

Household Size	Income Limit (2017 figures)
1	\$43,300
2	\$49,500
3	\$55,700
4	\$61,850
5	\$66,800
6	\$71,750
7	\$76,700
8	\$81,650

***Employees Fill Out
 Bottom Section***

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

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

Please Print Name _____

Signature _____

Date _____

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



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



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

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

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



**Business Representative
 Fills Out Top Section**

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

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

Type of Business : Corporation Partnership Joint Venture Sole Proprietorship LLC

Your Contractor Tax Identification Number: _____

Your DUNS Number: _____

Business Name _____

Business Address _____

Business phone number and email address: _____

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

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

Household Size	Income Limit (2018 figures)
1	\$43,300
2	\$49,500
3	\$55,700
4	\$61,850
5	\$66,800
6	\$71,750
7	\$76,700
8	\$81,650

**Owners Fill Out
 Bottom Section**

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

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

Please Print Name _____

Signature _____

Date _____

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

D

CONTRACTOR CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

“E.O. 11246 Certification”

Project Name: _____

Project #: _____

Prime Contractor: _____

INSTRUCTIONS

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

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

GENERAL CONTRACTOR/SUBCONTRACTOR'S CERTIFICATION

Contractor Information:

Company Name: _____

Address: _____

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

_____ Yes _____ No

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

_____ Yes _____ No

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

Yes No None Required

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

CERTIFICATION:

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

Officer of Company: _____ **Date:** _____
(Print Name & Title)

(Signature)



City of West Allis
Department of Development
7525 W. Greenfield Ave.
West Allis, WI 53214

Project Name/Address: _____

ANTI-LOBBYING CERTIFICATE

Certification for contracts, grants, loans and cooperative agreements funded with CDBG or HOME dollars

The undersigned Contractor certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an office or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., and 18 P.C.S. § 4904 (pertaining to unsworn falsification to authorities) apply to this certification and disclosure.

Company Name: _____

Company Officer: _____

(Print Name and Title)

(Signature)

(Date)

Attached

Exhibit B

“General Wage Decision”

General Decision Number: WI180001 07/20/2018 WI1

Superseded General Decision Number: WI20170001

State: Wisconsin

Construction Type: Building

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

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

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

Modification Number	Publication Date
0	01/05/2018
1	02/02/2018
2	05/18/2018
3	05/25/2018
4	06/15/2018
5	07/13/2018
6	07/20/2018

ASBE0205-001 06/01/2001

	Rates	Fringes
Asbestos Removal worker/hazardous material handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 17.90	4.45

BOIL0107-001 01/01/2017

Rates	Fringes
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BOILERMAKER

Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0005-001 06/01/2017

Rates Fringes

TERRAZZO WORKER.....	\$ 32.48	20.74
TILE LAYER.....	\$ 31.48	20.74

BRWI0008-001 06/01/2017

Rates Fringes

BRICKLAYER.....	\$ 37.25	22.10
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BRWI0008-003 06/01/2017

Rates Fringes

Marble Mason.....	\$ 37.25	22.10
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CARP0264-001 06/01/2016

Rates Fringes

Carpenter & Soft Floor Layer (Including Acoustical work and Drywall hanging; Excluding Batt Insulation).....	\$ 35.78	22.11
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CARP2337-002 06/01/2016

Rates Fringes

MILLWRIGHT.....	\$ 29.98	21.53
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CARP2337-008 06/01/2016

Rates Fringes

PILEDRIVERMAN.....	\$ 31.03	22.69
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* ELEC0494-001 06/01/2018

Rates Fringes

ELECTRICIAN.....	\$ 39.31	24.69
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ELEC0494-003 06/01/2018

Rates Fringes

Sound & Communications

Installer.....	\$ 19.56	17.74
Technician.....	\$ 28.99	19.15

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 01/01/2018

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

FOOTNOTE:

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

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

ENGI0139-001 06/01/2018

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 45.61	21.40
Group 2.....	\$ 45.11	21.40
Group 3.....	\$ 44.61	21.40
Group 4.....	\$ 43.92	21.40
Group 5.....	\$ 41.14	21.40
Group 6.....	\$ 35.99	21.40

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

IRON008-005 06/01/2017

Rates

Fringes

IRONWORKER.....\$ 33.19 26.97

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

LAB00113-001 06/04/2018

Rates Fringes

LABORER

- (1) General Laborer (Including Plaster Tender)..\$ 31.34 20.15
- (2) Air & Electric Equipment, Mortar Mixer, Scaffold Builder, Erector, and Swing Stage.....\$ 31.45 20.15
- (3) Jackhammer Operator, Gunnite Machine Man.....\$ 31.58 20.15
- (4) Caisson Worker - Topman.\$ 31.67 20.15
- (5) Construction Specialist.\$ 31.86 20.15
- (6) Nozzleman.....\$ 31.89 20.15
- (7) Caisson Work.....\$ 32.04 20.15
- (8) Barco Tamper.....\$ 32.63 20.15

LAB00113-010 06/04/2018

Rates Fringes

Asbestos Laborer

- Asbestos Abatement [Preparation, removal, and encapsulation of hazardous materials from non-mechanical systems].....\$ 31.34 20.15

PAIN0781-001 06/01/2017

Rates Fringes

Painters:

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

PAIN1204-002 06/01/2017

Rates Fringes

GLAZIER.....\$ 36.09 20.10

PLAS0599-004 06/01/2017

Rates Fringes

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

PLAS0599-005 06/01/2017

Rates Fringes

PLASTERER.....\$ 32.65 22.55

PLUM0075-001 06/01/2016

	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 40.27	21.47

PLUM0601-001 06/04/2018		

	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 45.52	24.54

SFWI0183-001 01/01/2017		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.76	21.72

SHEE0018-001 06/01/2018		

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technicians).....	\$ 43.52	23.59

TEAM0662-003 06/01/2018		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 28.12	21.20
3 or more Axles.....	\$ 28.27	21.20

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.

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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 www.dol.gov/whd/govcontracts.

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

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Attached

Exhibit C

“General Contract Proposal”

Does not include
storefront
windows

Weather Pro

E X T E R I O R S

Name: MARK LUTZ
 Address: 2079 S 69TH ST
 City, St., Zip: WEST ALLIS WI 53219
 Phone: (262) 617-3276

1815 S. 108th Street
 West Allis, WI 53214
 1-888-EXT-PROS
 Office (414) 543-0929 Fax (414) 231-9946
WWW.WEATHERPROEXTERIORS.COM

Date: 9/26/18

Product	Qty.	Description	Price
		FURNISH AND INSTALL LP SMART SIDING (ALL PRE-PAINTED-LIMITED LIFETIME WARRANTY) WITH 6" EXPOSURE, INCLUDES PREMIUM HOUSE WRAP - GOING OVER OLD SIDING - (HANS OWNER TO LEVEL-OUT) INCLUDES LP SHAKS ON 3 GABLES WITH 5/4x6" FRETZ BOARD TO SUPPLEMENT SIDING STYLUS. INCLUDES 5/4x4 CORNERS AND TRIM FOR 26 WINDOWS AND 3 DOORS.	30,715 25% (\$7678) <u>23,036</u>
		INSTALL NEW ALUMINUM SOFFIT, FASCIA AND 5" K-STYLE GUTTERS WITH NEW 3x4" DOWNSPOUTS SEAMLESS GUTTERS.	\$6892 25% <u>11723</u> <u>\$5169</u>
		INSTALL 26 NEW SEAWIND SS-3000 PLUS DOUBLE HUNG WINDOWS ENERGY STAR RATED HIGH PERFORMANCE LOW-E WITH ARGON GAS INCLUDES LIMITED LIFETIME WARRANTY, WHITE INTERIOR & EXTERIOR. INCLUDES "POCKET" INSTALL AND "LEAD SAFE" - NO STOPS - EXTERIOR TRIM INCLUDED w/ SIDING	17,290 25% <u>4322</u> <u>\$12,967</u>

(414) 943-3284

Total Investment: \$41,175

WeatherPro Representative:

JASON MAKI

Expires: 10/14/18

storefront windows

BID PROPOSAL

DATE: August 20, 2018
Project Name: West Allis Cheese
Location: 9600 W. Becher



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

ATTN: Mark Lutz
To: West Allis Cheese
6832 W. Becher St.
West Allis, WI 53213

We propose to furnish and install:

FRAMING: (1) 54" X 86" Entrance, (1) 98" X 76" and (1) 72" X 76" aluminum windows

DOORS: (1) 50" X 84" medium stile door with 10" bottom rail.

HARDWARE: Continuous hinge, push pull, dead bolt lock with cylinder and thumb turn, Dorma 8916 surface closer, threshold sweep.

GLASS: 1" clear insulated low e.

FINISH: Bronze anodized or White painted.

CLARIFICATIONS:

414-651-9076

- EXCLUSIONS:**
- 1) Final cleaning is excluded. We will remove labels and excess sealants from framing and glass surfaces at time of installation.
 - 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) Mirrors

FOR THE SUM OF DOLLARS **\$6,586.00**

ALTERNATES: Add per muntin hole for windows. **\$4.50**

THIS PROPSAL IS SUBJECT TO THE FOLLOWING TERMS & CONDITIONS:

- 1) Proposal is subject to revision if not accepted in writing within 30 days.
- 2) Proposal, if accepted, is subject to approval by the Credit Department of Milwaukee Plate Glass. Terms of payment are NET 30 unless other terms are negotiated. Milwaukee Plate Glass does not accept the risk of Customer's receipt of payments from any source, and in no event will payments to MPG be based upon, or subject to, Customer's receipt of payment for MPG's work. Subcontractor does not accept the risk of Customer's receipt of payments from any source, and in no event will payments to Subcontractor be based upon, or subject to, Customer's receipt of payment for Subcontractor's work.
- 3) No back charge or claim of Customer for services shall be valid except by an agreement in writing by Subcontractor before the work is executed. In such event, Customer shall notify Subcontractor of such default, in writing, and allow Subcontractor reasonable time to correct any deficiency before incurring any costs chargeable to Subcontractor.
- 4) Subcontractor shall be entitled to equitable adjustments of the contract price. Including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond Subcontractor's reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Subcontractor shall be entitled to terminate the subcontract. Subcontractor change proposals must be processed in not more than 30 calendar days or as otherwise indicated on the change proposal.
- 5) Subcontractor shall be entitled to equitable adjustments of the contract time for extra work it performs in accordance with the subcontract documents, and for extra work it performs pursuant to written or verbal instructions of Customer, provided that Subcontractor gives Customer notice prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work. Subcontractor shall also be entitled to payment for said extra work. Subcontractor may also claim damages for cumulative impact of multiple changes on Subcontractor's efficiency. Subcontractor's entitlement to adjustments shall not be contingent upon, or limited to, adjustments received by Customer.
- 6) Except as specifically required in subcontractor's scope of work, Customer shall furnish all temporary site facilities, including but not limited to site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, ventilation, weather protection, fire protection, and trash and recycling services.
- 7) Any indemnification or hold harmless obligation of Subcontractor extends only claims relating to bodily injury and property damage (other than to the subcontractor's work), and then only to that part or proportion of any claim caused by the negligence or intentional act of Subcontractor, its sub-subcontractors, their employees, or others for whose acts they may be liable. Subcontractor shall not have a duty to defend. This paragraph does not, however, restrict obligations of Subcontractor, if any, to indemnify Customer against intellectual property infringement claims or against claims for payment for work for which Subcontractor has been paid.
- 8) Subcontractor's work shall be executed in substantial compliance with the Subcontract Documents, in a good and workmanlike manner, and free of defect not inherent in the design or specified materials. This warranty excludes any remedy for damages or defects caused by ordinary wear and rear, and agrees that Subcontractor does not warrant the adequacy, sufficiency, suitability or building code compliance of the plans, specifications, or other Contract Documents including, without limitation, any specified sole source of brand-name products, equipment, or materials, and Customer accepts the manufacturer's warranty as its sole recourse with regard to such items. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SUBCONTRACTOR. Subcontractor is not responsible for special, incidental, or consequential damages, Subcontractor is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. Subcontractor's responsibility for damage or loss in transit ceases upon delivery in good condition to a public carrier. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards. All warranty claims must be received by Subcontractor in writing not more than one (1) year after completion of subcontractor's work, and Subcontractor must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.

ACCEPTED: _____

DATE: _____

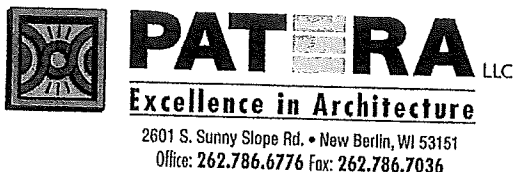
YOURS TRULY,

MILWAUKEE PLATE GLASS COMPANY



Scott Hanson

Design costs



August 2, 2018

West Allis Cheese & Sausage

Mark Lutz
6832 W. Beecher Street
West Allis, WI 53214

Re: Design Services for: **Facade remodel-neighborhood butcher shop**
 2077/79 S. 69th Street
 Patera, Project Number **#18-325**

We are pleased to submit our **Professional Services Agreement** for this project. This letter will serve as our Agreement to provide Architectural and Engineering services for an office remodel to the existing building. Our Professional services will include:

1.) Design Development Drawings:

- Field measure existing buildings to create existing floor plans and exterior elevations
- Proposed floor plans and exterior elevations for the facade upgrade.
- Proposed color rendering of the new facade upgrade -new materials, windows, canopies, roof & awnings.
- Survey to be provided by others, if required.
- Accessibility analysis and final Code compliance review

2.) Construction Drawings:

- Fully detailed plans & details as required
 1. All proposed floor plans.
 2. Sections / Details as required
 3. Schedules and specifications as required on plan.
- Architect / Engineer supervision and seals as required for governmental approvals
- Includes meetings as required at the office of Patera.
- Assistance in plan approval / building permit applications. All submittals and associated fees to be paid by owner.

3.) Structural Engineering:

- Sections / Details as required
- Stamped Structural Engineering report

Fees for services listed above ----- \$2,950.00



PATARA LLC
Excellence in Architecture

2601 S. Sunny Slope Rd. • New Berlin, WI 53151
Office: 262.786.6776 Fax: 262.786.7036

Quoted Professional Fees are effective for thirty days (30) from the date of this Agreement. If your executed copy of this Agreement is not received by us within thirty days (30) of the date hereof, it shall be subject to review and adjustment thereafter (or this Agreement shall be deemed withdrawn). **This Proposal is based upon currently applicable Building Codes and Requirements as of the date of this agreement, revisions required by any pending or future Code Modifications are beyond this defined Scope of Work.** All owner requested changes to owner approved plans will be billed per item #3 of the attached General Conditions. Prior written approval will be obtained before any additional billable fees incur. **Please sign and return a copy of this design agreement along with a project initiation fee of \$1,000.** Terms call for monthly invoicing with payments due within fifteen (15) days upon date of invoice. Our standard **General Terms and Conditions** relating to this Professional Services Agreement are attached and made part of this agreement.

We look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
PATERA, LLC

Owen Lavin
Project Manager/Partner

Accepted by:

name

Date

5/1/18

Attached

Exhibit D

“Architectural Plans”



NEIGHBORHOOD BUTCHER SHOP
SOUTH ELEVATION



PATERA LLC
Excellence in Architecture
2601 S. Sunny Slope Rd. • New Berlin, WI 53151



NEIGHBORHOOD BUTCHER SHOP
EAST ELEVATION



PATERA LLC
Excellence in Architecture
2001 S. Sunny Slope Rd. • New Berlin, WI 53151