

NOTICE

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2014 IL App (4th) 130768-U

NO. 4-13-0768

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED
May 15, 2014
Carla Bender
4th District Appellate
Court, IL

JEFF BOGGS,)	Appeal from
Plaintiff-Appellee,)	Circuit Court of
v.)	Sangamon County
NEWMAN-ALTON, INC., an Illinois Corporation,)	No. 09MR478
Defendant-Appellant.)	
)	Honorable
)	John W. Belz,
)	Judge Presiding.

JUSTICE STEIGMANN delivered the judgment of the court.
Presiding Justice Appleton and Justice Knecht concurred in the judgment.

ORDER

¶ 1 *Held:* The appellate court affirmed the trial court's judgment, concluding that the court did not err by finding that the wage provisions of the Illinois Prevailing Wage Act applied to certain construction projects. In so concluding, the appellate court also affirmed the court's award of prejudgment interest and attorney fees.

¶ 2 In July 2009, plaintiff, Jeff Boggs, sued defendant, Newman-Alton, Inc. (Newman), under section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/11 (West 2006)). Boggs claimed that Newman failed to pay him the appropriate prevailing wage for work he performed on two separate construction projects. In June 2012, Boggs filed a motion for assessment of, and judgment for, attorney fees and costs.

¶ 3 After a February 2013 bench trial, the trial court found in Boggs' favor on both projects and awarded him \$55,699, which included wages, a statutory penalty, and prejudgment interest. In July 2013, the court ordered Newman to pay Boggs \$28,263 in attorney fees.

¶ 4 Newman appeals, arguing that the trial court erred by finding the Illinois Prevailing Wage Act applied to both construction projects. Newman also argues that the court abused its discretion by awarding Boggs (1) prejudgment interest and (2) attorney fees. We affirm.

¶ 5 I. BACKGROUND

¶ 6 In July 2009, Boggs filed a complaint pursuant to section 11 of the Illinois Prevailing Wage Act, claiming that Newman failed to pay him the appropriate prevailing wage on two construction projects: (1) the Timberlake Estates Supportive Living Facility (SLF) and the Timberlake Estates Independent Living Facility (ILF). At a February 2013 bench trial, the parties presented the following evidence.

¶ 7 A. Boggs' Evidence

¶ 8 Nicholas L. Capranica, Newman's project manager on the SLF and ILF construction projects, testified that the Abundant Faith Christian Center (Center) owned both facilities. In May 2007, a firm commissioned by the Center published a "project manual" that requested sealed bid proposals from qualified parties for the construction of a 60-unit SLF facility. The manual also provided the following guidance to prospective bidders:

"Successful bidders shall be required to observe the Fair Employment Practices Commission Rules pertaining to the Equal Employment Opportunity and comply with the Illinois Prevailing Wage Act, *** and use Wage Determination as determined by the Illinois Department of Labor, and Mediation Division dated [August 1, 1999]. These wages will remain in effect until superseded by a new determination."

¶ 9 In June 2007, Capranica sent an e-mail message to Reverend Jerry Doss, the Cen-

ter's pastor, concerning an earlier discussion Capranica had with Doss about the benefits of acquiring federal funding for the SLF project. Capranica explained that spending federal funds on the SLF project would trigger application of the federal wage rate of the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.* (2006)), which was lower than the wage rate under the Illinois Prevailing Wage Act. Capranica estimated that the lower federal wage rate would reduce the cost of the SLF project by at least \$300,000. In his e-mail response, Doss informed Capranica that "we have federal money in the project." Capranica "understood" Doss' response to mean that Newman's SLF bid should be based on paying the federal wage rate. Capranica acknowledged that a section in the SLF project manual entitled, "Instruction to Bidders" provided the following guidance: "No oral interpretation will be made to any bidder as to the meaning of the bidding documents or any part thereof."

¶ 10 In July 2007, Newman bid \$6,248,000 for the SLF project on a preprinted bid form. The bid form required Newman to comply with the wage provisions of the Illinois Prevailing Wage Act absent any subsequent modifications to that rate. On its bid form, Newman added the following paragraph:

"This project is bid per direction of the owner at 'Federal Davis-Bacon wage rates for Sangamon County of Illinois' and not [Illinois Department of Labor] prevailing wage rates *** as specified."

No wage rate modifications were made to the SLF project. Capranica acknowledged that the SLF project manual provided that "bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidders." In November 2007, Newman entered into a contract with Timberlake Estates to build the SLF project for a revised cost of \$6,006,536. In January 2009, Newman completed the SLF project.

¶ 11 With regard to the ILF project, in May 2006, Newman entered into a contract to build the ILF for \$6,681,853. Capranica explained that unlike the formal request that resulted in multiple bids for the SLF project, Doss approached Newman only and requested that it provide an estimate to build the ILF construction. The ILF developer informed Capranica to use the prevailing federal wage rate to calculate its estimate "because there was federal money involved." In December 2007, Newman completed construction of the ILF project.

¶ 12 Boggs called Steve Alton, Newman's co-owner, as an adverse witness in Boggs' case in chief. Alton testified that Newman was the general contractor on both the SLF and ILF projects, and he was the comptroller on the SLF project. Alton confirmed that Boggs worked on both projects. Sometime after completion of the SLF project, Alton first learned that funding provided by the Illinois Housing Development Authority (IHDA)—instead of federal funds—had been spent to build the SLF. Thereafter, the following exchange occurred:

"[BOGGS' COUNSEL:] *** [Y]ou were aware that the [IHDA] was infusing funds into [the SLF] project, isn't that correct? You knew that.

[ALTON:] Yeah.

[BOGGS' COUNSEL:] You knew that Illinois funds were being used for this project.

[ALTON:] Yeah, but I didn't know where—I didn't know where any or all of the funds were coming from for sure.

* * *

[BOGGS' COUNSEL:] It's your understanding *** if there's no federal funding and there's [IHDA] money, Illinois mon-

ey, that Illinois State prevailing wages should be paid on the project, isn't that correct?

[ALTON:] That's correct."

¶ 13 With regard to the ILF project, Alton acknowledged that the Center received federal funding in the form of a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD) for a water-main extension to the ILF project site. The aforementioned infrastructure improvements were not performed by Newman employees but, instead, accomplished exclusively by the City Water, Light, and Power (CWLP) division of the City of Springfield (City) on City easements. In his March 2011 affidavit, Alton explained that after the Center directly paid CWLP "an initial deposit" to acquire materials, CWLP billed Newman for the remaining costs to complete the water main extension. Thereafter, Newman submitted a \$26,640 bill to the Center, which the Center paid.

¶ 14 In February 2010, Alton first learned about a December 18, 2007, letter that Roxanne A. Volkmann, a HUD labor relations specialist, wrote to Chet Schneider, a Housing Services Manager with the City's Office of Planning and Economic Development. In her letter, Volkmann noted that the ILF infrastructure improvements authorized under the CDBG grant were installed "by force account: municipal employees exempt from Davis-Bacon." Volkmann's letter also noted the following:

"As of today, I understand that neither a developer agreement nor a contract has been executed for Timberlake[] Estates [SLF]. Should HOME funds be used on the project, Davis-Bacon wages may apply, depending on the exact use of these funds. As the project moves forward, please be sure to contact me with any questions

you might have about applicability determination.

Davis-Bacon does not apply to the Timberlake[] Estates [ILF].

HUD funds (CDGB and/or HOME) were not used on the project's site, thus Davis-Bacon *** [does] not apply."

(HUD's HOME Investment Partnership Program (Home) provides "formula grants to States and localities that communities use—often in partnership with local nonprofit groups—to fund *** building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people." HUD.gov, U.S. Department of Housing and Urban Development, available at http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/programs/home (last visited May 5, 2014).)

¶ 15 Alton noted that although Volkmann's letter stated that the prevailing federal wage rate did not apply to the ILF project because federal funds were not "used on the project's site," the May 2006 ILF construction contract between Newman and the Center identified the "water main" as site work. Alton acknowledged that he did not have any expertise regarding the definition of "project site," as Volkmann described in her letter. Despite his knowledge of Volkmann's opinion, Alton took no action to contact the City, the Center, or seek further clarification from HUD.

¶ 16 Doss testified that in December 2005, the Center entered into a subrecipient agreement with the City's Office of Planning and Economic Development to receive CDBG funds for the ILF project pursuant to the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301-5321 (2006)). Doss confirmed that under the heading, "Special Grant Conditions," the agreement contained the following provision:

"6. *Davis-Bacon*. Contract for the installation of electric and water service must be signed and accomplished by the City of Springfield Office of Public Utilities—[CWLP]. Project is exempt from Davis-Bacon reporting requirements." (Emphasis in original.)

Doss also confirmed that the ILF project received IHDA as well as CDBG funding.

¶ 17 In April 2008, Doss, acting on the Center's behalf, signed a development agreement with the City, under authority granted by HUD, to receive \$75,000 in federal HOME funds for the SLF project. Doss confirmed that the SLF project did not receive any HOME funding because the City later determined that the Center failed to comply with certain provisions of the development agreement. The following exchange then occurred:

[BOGGS' COUNSEL:] Now, with regard to the [SLF], can you state whether or not that *** project [received] an infusion of State funding?

[DOSS:] Through [IHDA], yes.

* * *

[BOGGS' COUNSEL:] And is it your understanding *** that those are State [funds] or State monies?

[DOSS:] It is my understanding that is State money."

Later in his direct testimony, Doss reiterated that (1) to his knowledge, the SLF project did not receive federal HOME funding and (2) the SLF project received IHDA money.

¶ 18 Schneider testified that he was familiar with the ILF and SLF projects based on his responsibilities, which included administration of the City's project funding. Schneider clarified that he was not in his current position during the ILF project but had historical information

on that project. After hearing complaints from union members, Schneider began an investigation concerning the applicability of the prevailing federal wage rate to the ILF and SLF projects, which was within his employment responsibilities. The following exchange then occurred:

"[BOGGS' COUNSEL:] What did you investigate?

[Schneider:] *** [W]hich wage rates were applicable to the project.

* * *

[BOGGS' COUNSEL:] *** Do you know whether State funds [were] involved in the [SLF] project?

[Schneider:] Yes.

[BOGGS' COUNSEL:] And how would you know that, as part of your job?

[Schneider:] Yes, through [the Center's] application.

[BOGGS' COUNSEL:] *** [W]hat State funding was involved?

[Schneider:] Low income-tax credits."

¶ 19 Schneider later reiterated that the SLF project received IHDA funding in the form of income-tax credits but had not received any federal HOME funds because the Center failed to comply with the requirements of the sealed competitive bidding process. Schneider concluded that the prevailing federal wage rate did not apply to the SLF project but declined to express any opinion whether the wage rates of the Illinois Prevailing Wage Act applied to the SLF project.

¶ 20 Schneider shared his investigative findings with Volkmann and asked for her thoughts to confirm his initial impressions. To that end, Schneider told Volkmann that the water

main work on the ILF project, which was funded by the \$80,000 CDBG, was performed in the following manner:

"[E]verything was done on public right-of-ways and easements. It was all done through utility extensions, meaning nothing ever crossed personal property. It was done by Work Force Accounts as well, municipal employees, which were exempt from Davis-Bacon just because they are already a Work Force Account[.]"

¶ 21 On cross-examination, the following exchange occurred:

[NEWMAN'S COUNSEL:] Mr. Schneider, I want to ask you about an answer that you gave about what you had told HUD because I'm not sure I wrote it down correctly, and I want to make sure I heard it correctly.

You say, 'I told him it was on public right-of-way and easements meaning that nothing crossed—" I have written 'personal property' down.

[SCHNEIDER:] Private lot.

[NEWMAN'S COUNSEL:] You mean crossed on to the private property of the project.

[SCHNEIDER:] Correct, Yes."

Schneider clarified that he declined to make a determination whether the prevailing federal wage rate applied to the ILF project, relying, instead, on HUD's determination as Volkmann articulated in her December 2007 letter.

¶ 22

B. Newman's Evidence

¶ 23

The trial court took judicial notice of a prior proceeding at which Boggs acknowledged that Newman paid him (1) the difference between the prevailing federal wage he was paid during his employment on the SLF project and the prevailing Illinois wage he claimed Newton should have paid, (2) a 2% statutory penalty, and (3) prejudgment interest.

¶ 24

C. The Trial Court's Rulings

¶ 25

At the close of evidence, the trial court requested a written brief from each party in lieu of oral closing arguments. In May 2013, the court entered an order, finding as follows:

1. That no federal funds were used on the [SLF] project, inasmuch as the federal HOME funds having been withdrawn by the City *** and the construction project completed without such funds, and that the only public funds used on the project were [IHDA] funds; and
2. That the only federal funds used on the [ILF] project were the CDBG funds paid, pursuant to a Subrecipient Agreement exclusively for a "force account," that is, to pay municipal employees of the City *** to install infrastructure utilities, which exclusive use of federal funds exempts the project from Davis-Bacon Act [a]pplicability; and further, IHDA funds were used on the project; and
3. The Illinois prevailing Wage Act was applicable to both the [SLF] project and the [ILF] project."

The court then entered judgment in favor of Boggs as to his ILF claim, awarding him \$55,699, which consisted of \$34,960 in wages; \$9,674 for a statutory 2% penalty; and \$11,065 in pre-judgment interest, calculated at 5% per annum. With respect to Boggs' SLF claim, the court granted Newman an offset of the wages due because Boggs had previously accepted unconditionally Newman's payment in satisfaction of that claim. The court then scheduled a hearing on the issue of attorney fees.

¶ 26 Following a July 2013 hearing on the issue of attorney fees, the trial court ordered Newman to pay Boggs \$28,263.

¶ 27 This appeal followed.

¶ 28 II. ANALYSIS

¶ 29 A. Newman's Claims Regarding the Illinois Prevailing Wage Act

¶ 30 Newman argues that the trial court erred by finding the Illinois Prevailing Wage Act applied to the SLF and ILF construction projects. We disagree.

¶ 31 1. *The Purpose of the Illinois Prevailing Wage Act and the Standard of Review*

¶ 32 "The purpose of the [Illinois] Prevailing Wage Act is to encourage the efficient and expeditious completion of public works by public bodies by ensuring that workers receive a decent wage." *People ex rel. Department of Labor v. Sackville Construction, Inc.*, 402 Ill. App. 3d 195, 198, 930 N.E.2d 1063, 1065 (2010). " 'Public works' means all fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds," which includes all projects financed through "bonds, grants, loans, or other funds made available by or through the State" (820 ILCS 130/2 (West 2006)). The Illinois Prevailing Wage Act defines "public body" as the " 'State or any officer, board, or commission of the State or any political subdivision or department thereof, or any institution supported in whole or in part by public

funds.' " *Town of Normal v. Hafner*, 395 Ill. App. 3d 589, 594, 918 N.E.2d 1268, 1272 (2009) (quoting 820 ILCS 130/2 (West 2004)).

¶ 33 In *Staes and Scallan, P.C. v. Orlich*, 2012 IL App (1st) 112974, ¶ 35, 981 N.E.2d 38, the appellate court succinctly articulated the following applicable standard of review:

"When a party challenges a trial court's bench-trial ruling, we defer to the trial court's factual findings unless they are contrary to the manifest weight of the evidence. [Citation.] Under this standard of review, we give great deference to the circuit court's credibility determination[] and we will not substitute our judgment for that of the circuit court because the fact finder is in the best position to evaluate the conduct and demeanor of the witnesses. [Citation.] Further, a factual finding is against the manifest weight of the evidence when the opposite conclusion is clearly evident or the finding is arbitrary, unreasonable, or not based in evidence. [Citation.] We will not disturb the findings and judgment of the trier of fact if there is any evidence in the record to support such findings." (Internal quotation marks omitted.)

¶ 34 *2. The SLF Project*

¶ 35 Newman contends that the trial court's judgment, which found the Illinois Prevailing Wage Act applicable to the SLF project, "ignored the uncontroverted evidence *** that the SLF project only received low income *** tax credits." We disagree.

¶ 36 Newman's contention disputes the trial court's factual finding that "the only public funds used on the [SLF] project were [IHDA] funds." Newman does so by (1) noting Schnei-

der's testimony that the SLF project received funding in the form of IHDA *income-tax credits*; (2) claiming that the court ignored that "uncontroverted" evidence; and (3) asserting that because IHDA income-tax credits are not specifically enumerated in section 2 of the Illinois Prevailing Wage Act, those applied tax credits did not transform the SLF project into a public works project so as to implicate the wage provisions of the Illinois Prevailing Wage Act. Essentially, Newman requests that this court find a distinction between IHDA funding and IHDA tax credits. We decline to do so because, as we have already noted, our review concerns whether the evidence presented supported the court's factual finding that the SLF project received State funds.

¶ 37 We first reject Newman's claim that the trial court ignored Schneider's testimony regarding the IHDA income-tax credits. This record contains nothing to support that claim. Newman urges this court to conclude that because the court did not specifically mention the tax credits in its May 2013 order, the court simply chose to ignore that evidence. (We note that in its written brief in lieu of oral closing arguments, Newman raised the income-tax credit issue.) We decline to so conclude and, instead, presume that the court, as the trier of fact, heard and considered the competent evidence presented. See *Dowd and Dowd, Ltd. v. Gleason*, 352 Ill. App. 3d 365, 390, 816 N.E.2d 754, 775 (2004) ("[I]n a bench trial, we presume that the trial court considered only the properly presented evidence in making its decision.").

¶ 38 In this case, the record shows that Doss, the Center's pastor, testified that the SLF project received IHDA money, which he later reaffirmed during his direct testimony. In addition, although Alton admitted that he did not know the origin of all the funding received by the SLF project, he confirmed that the SLF project received IHDA funding. Thus, even after considering Schneider's testimony regarding the IHDA tax credits, the trial court could have reasonably concluded that "the only public funds used on the [SLF] project were [IHDA] funds."

¶ 39 We are particularly disinclined to accept Newman's claim because even if IHDA income-tax credits and IHDA funding were mutually exclusive financing options under the Illinois Prevailing Wage Act—an issue on which we express no opinion—Newman failed to demonstrate that distinction in the trial court. Indeed, the record shows that Newman did not inquire of Schneider on cross-examination whether the income-tax credits were the *only* source of IHDA funding, as opposed to one of multiple sources of IHDA funding. In addition, Newman did not challenge Doss or Alton to ascertain whether their respective testimony concerning IHDA money or funds was, in fact, solely IHDA income-tax credits.

¶ 40 Here, as we have previously noted, the trial court found that the Illinois Prevailing Wage Act applied to the SLF project because (1) public funding, specifically IHDA funding, was expended on that project and (2) no federal funds were used on the project. We conclude that Boggs presented ample evidence to support the court's finding. Despite Newman's claims to the contrary, this court will not set aside that determination on review merely because other evidence existed that, if believed, may have resulted in a different decision.

¶ 41 Accordingly, we reject Newman's argument that the trial court erred by finding that the Illinois Prevailing Wage Act applied to the SLF project.

¶ 42 *3. The ILF Project*

¶ 43 We first note that the parties do not dispute that state IHDA and federal CDBG funding had been expended on the ILF project. The controversy before us concerns whether the existence of CDBG funding for specific infrastructure work performed exclusively by municipal employees constitutes federal funding so as to mandate application of the federal wage provision of the Davis-Bacon Act to the entire ILF project. Newman contends that the trial court erred by finding that the ILF project was exempt from the federal wage provisions of the Davis-Bacon

Act. We disagree.

¶ 44 In this case, the evidence presented showed that the CDBG funding originated from a December 2005 subrecipient agreement between the Center and the City. That agreement restricted (1) CDGB reimbursement to costs associated with the installation of a water main and electricity to the ILF project and (2) the workforce that could be employed to perform those specific infrastructure improvements to municipal CWPL employees. The agreement also prohibited the Center from using CDBG funds to "construct, rehabilitate, or restore any facility" owned by the Center. Further, a HUD consultation—that the City requested—concluded that because CDGB funds were not used on the ILF project site, the wage provisions of the Davis-Bacon Act did not apply to that project. Testimony provided by Schneider and Alton confirmed that the infrastructure work performed by the CWPL employees was confined to property accessed through City easements. The agreement also exempted the infrastructure improvements performed by the CWPL employees from "Davis-Bacon reporting requirements."

¶ 45 Newman directs our attention to a provision in the subrecipient agreement that requires the Center to pay the federal wage rate to all laborers involved in construction work that is financed in whole or in part with CDGB funding. Newman then claims that because the uncontroverted evidence showed that Newman worked on the aforementioned infrastructure improvements to and on the ILF project site, the federal wage rates of the Davis-Bacon Act applied to the ILF project. Newman's claim, however, is belied by Alton's testimony that Newman employees did not work on any aspect of the infrastructure improvement outlined in the subrecipient agreement.

¶ 46 Here, the trial court found that federal wage rate of the Davis-Bacon Act did not apply based on the plain language of the parties' subrecipient agreement, coupled with HUD's

December 2007 letter concluding that the federal wage rates did not apply. Given this record, we conclude that the court's determination was not against the manifest weight of the evidence.

¶ 47 B. The Trial Court's Award of Prejudgment Interest

¶ 48 1. *The Applicable Statute and the Standard of Review*

¶ 49 Section 2 of the Interest Act, provides, as follows:

"Creditors shall be allowed to receive at the rate of five (5) per centum per annum for all moneys after they become due on any bond, bill, promissory note, or other instrument of writing; on money lent or advanced for the use of another; on money due on the settlement of account from the day of liquidating accounts between the parties and ascertaining the balance; on money received to the use of another and retained without the owner's knowledge; and on money withheld by an unreasonable and vexatious delay of payment." 815 ILCS 205/2 (West 2012).

¶ 50 In *Kleczyk v. Jorgensen*, 328 Ill. App. 3d 1012, 1025, 767 N.E.2d 913, 923 (2002), we provided the following rationale underlying prejudgment interest and our standard of review when a challenge is made to a trial court's award of that equitable remedy:

"In Illinois, prejudgment interest may be recovered when warranted by equitable considerations, and disallowed if such an award would not comport with justice and equity. [Citation.] The goal of proceedings sounding in equity is to make the injured party whole. [Citation.] However, the determination of the equities of the case is a matter lying within the sound discretion of the trial judge. [Ci-

tations.] Such a determination will not be disturbed on review unless it constitutes an abuse of discretion." (Internal quotation marks omitted.)

¶ 51 2. *Newman's Argument Regarding Prejudgment Interest*

¶ 52 Newman argues that the trial court abused its discretion by awarding Boggs prejudgment interest. Specifically, Newman contends that because the court did not find that Newman's failure to pay Boggs the prevailing wage was an unreasonable and vexatious delay of payment, the court's award of prejudgment interest was unwarranted. We disagree.

¶ 53 In this case, the record shows that in May 2006, Newman entered into a contract with the Center to build the ILF, which Newman completed in December 2007. Alton confirmed that Boggs worked on the ILF construction project during that 19-month time frame. In February 2010, Alton, who had been the comptroller on the SLF project, learned about Volkmann's opinion that the prevailing federal wage did not apply to the ILF project. Despite this knowledge, Alton, as co-owner of the corporation, admitted that he (1) took no action to ascertain the propriety of Volkmann's opinion on either the ILF or SLF projects or (2) did not inquire further as to the obvious implications of such a ruling. As a result, Boggs was denied not only the wages that were rightfully his but also the use of those wages. See *Milligan v. Gorman*, 348 Ill. App. 3d 411, 416, 810 N.E.2d 537, 541 (2004) (quoting *Haas v. Cravatta*, 71 Ill. App. 3d 325, 332, 389 N.E.2d 226, 231 (1979) (" 'In our society the use of money is worth money.' ")).

¶ 54 Here, we deem the trial court's award of prejudgment interest as a reasonable exercise of its discretion to make Boggs whole. Accordingly, we reject Newman's argument.

¶ 55 C. The Trial Court's Award of Attorney Fees

¶ 56 Newman argues that the trial court abused its discretion by awarding Boggs attor-

ney fees. We disagree.

¶ 57 Section 11 of the Illinois Prevailing Wage Act, provides, in pertinent part, as follows:

"Any laborer, worker or mechanic employed by the contractor or by any sub-contractor under him who is paid for his services in a sum less than the stipulated rates for work done under such contract, shall have a right of action for whatever difference there may be between the amount so paid, and the rates provided by the contract together with costs and such reasonable attorney's fees as shall be allowed by the court." 820 ILCS 130/11 (West 2006).

¶ 58 A trial court enjoys broad discretionary powers in awarding attorney fees, and its decision will not be reversed unless the court has abused its discretion. *Richardson v. Haddon*, 375 Ill. App. 3d 312, 314, 873 N.E.2d 570, 573 (2007).

¶ 59 Following a July 2013 hearing on the issue of attorney fees, the trial court entered the following written order:

"[A]fter careful consideration of all the evidence presented and applicable case law[, the court] finds that an award of attorney's fees and costs is appropriate in this matter. The court does agree with [Newman] that certain unexplained phone conferences, lump sum billing, and other vague entries should not be counted as attorney time in calculating fees. The court, after strict scrutiny of the affidavit of attorney fees in this matter, rules as follows: [Boggs] is awarded attorney fees in the amount of \$28,262.50, which repre-

sents 161.50 hours of attorney time [at] [\$]175 per hour. * * *

The court in ruling in this case awarded fees and costs reasonable and necessary for this litigation."

¶ 60 Newman contends that affirming the trial court's award of attorney fees would have a "chilling effect on employers" that make payroll decisions "under a good-faith belief that federal prevailing wages applied." Newman adds that "nothing in the record *** indicates that the relative merits of the parties' respective positions clearly warranted an award of attorney[] fees." However, the record shows that Newman compensated Boggs for his employment at a rate lower than mandated on two separate projects. The plain language of the aforementioned quoted section of the Illinois Prevailing Wage Act permits a laborer, such as Boggs, to seek attorney fees from the contractor who denied him those wages.

¶ 61 In this case, the trial court—after careful consideration of the evidence presented and applicable law—determined that a tailored award of attorney fees was reasonable and necessary. Given the court's conscientious ruling, no reason exists why this court should reverse the court's judgment as an abuse of its discretion.

¶ 62 III. CONCLUSION

¶ 63 For the reasons stated, we affirm the trial court's judgment. In so doing, we deny Boggs' January 2014 motion requesting that this court remand this case to the trial court with directions to determine whether all or part of Boggs appellate fees should be allowed. See 735 ILCS 5/5-120 (West 2012) (providing guidance concerning the recovery of costs incurred as a result of an affirmance or reversal on appeal); see also *In re Laura H.*, 404 Ill. App. 3d 286, 289, 936 N.E.2d 801, 804 (2010) (generally, Illinois courts do not render advisory opinions).

¶ 64 Affirmed.