#### PRESQUE ISLE COUNTY LAND BANK AUTHORITY

Request for Quote for the following location:

#### **Grambau Center**

251 W. Huron Ave. Rogers City, Michigan Parcel# 150-001-000-250-01



BID RELEASE DATE: May 5th, 2025 BIDS DUE: May 23rd, 2025

Submit bids by email to both:

Presque Isle County Treasurer & Land Bank Chair

Valerie Peacock

peacockv@picounty.org

**AND** 

Presque Isle County Land Bank Project Manager Shelley Mader 22SMADER@gmail.com

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#### PRESQUE ISLE COUNTY REQUEST FOR PROPOSAL:

#### ${\bf COMMERCIAL\ PROPERTY\ \underline{FLAT}\ ROOF\ REPLACEMENT}$

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#### **Section 1: General Information**

- 1.1 Presque Isle County Land Bank Authority (hereafter "the LBA") is hereby soliciting proposals from qualified contractors for Flat roof replacement at: The Grambau Center 251 W. Huron Ave. Rogers City Mi
- 1.2 The selected contractor may subcontract work, but will be responsible for all work. Subcontractors must be approved by the LBA and provide appropriate licensing and proof of insurance coverage, the same as the General Contractor.
- 1.3 The issue date of this proposal is May 5<sup>th</sup>. Bids are due May 23<sup>rd</sup>, 2025 (5PM)
- 1.4 Modifications to this Request for Proposals, if any, shall take the form of one or more written addenda. Such an addendum shall be considered as part of the original Request for Proposals.

#### **Section 2: Background**

2.1 The property located at 251 W. Huron Ave. Rogers City Mi is owned by Dargis Properties. This RFP is issued by the LBA under a State Land Bank Authority Blight Elimination Grant.

This architecturally beautiful 40,000 sq ft- two-story building was once the public school hub for many residents in Rogers City. This is a blighted vacant building, where the roof was in really poor shape, with many leaks and weather elements seeping right through both the top and main floors. The roof has been patched to hold over until a new roof can be installed.

The cost of the roof replacement is being paid by a grant from the State of Michigan using federal dollars. Therefore, <u>Davis-Bacon wages apply to the project</u>. The contractor will need to provide more records and documentation than may be customary to satisfy state reimbursement requirements.

#### **Section 3: Scope of Services**

Contractors must provide all labor, materials, personnel, and equipment needed to secure permits and ensure safety for workers and the public. <u>Interested contractors must demonstrate qualifications</u>, experience, and the ability to complete the scope of work in a timely and cost-effective manner.

3.1 The selected contractor shall be responsible for all elements associated with the safety of the structure and community.

#### The selected contractor will:

- Remove existing roof material down to the surface deck. (Quote disposal separately)
- Install a new fire-resistant roof membrane appropriate for the structure.
- Install R-value of 30 polyISO insulation (fire-resistant)
- Provide details and plan for how you would flash and cap off edges (parapet concrete perimeter). The project should not change the roofline, sightline, or appearance of the roof in any significant way.
- Include Flashing points, boots, and breather vents.
- Secure appropriate permits and inspections Mandatory
- Remove or disconnect equipment on or near the roof if required for the project.
- Protect pedestrians and motorists from falling or blowing debris.
- Properly contain, remove, and dispose of waste material, documented with
  waste manifests or waste removal company invoices. Waste material should
  not be allowed to fall to unsecured areas, blow off the roof or outside the
  staging area, or otherwise be taken off the project site except in an
  appropriate waste receptacle.
- Reinstall and reconnect any disconnected equipment if any.
- Remove and properly dispose of waste materials and restore the site to pre-construction conditions.
- Work areas must always be kept clean and safe, with garbage, debris, and packaging removed DAILY.
- 3.2 The selected contractor must provide the following documentation to meet state grant requirements.
  - Davis-Bacon prevailing wages must be paid to workers.

- The contractor must provide a self-certification document for the entire time work is being done at the project
- Contractor must provide all wage and benefits statements per calendar quarter in which work is done
- Contractor must state how many employees are actively working on the project
- Contractor must state how many minority-owned companies are working on the project
- Contractor must provide the wages and benefits of workers on the project by classification
- Contractor must follow all other state and federal requirements associated with prevailing wages.
- Copies of required insurance documents
- Copies of licenses verifying that workers are appropriately licensed for the project
- Copies of permits required for the project
- Copies of waste manifests or documentation showing that waste materials were disposed of in an appropriate landfill or in dumpsters removed from the site by a professional waste management company (if applicable)
- A full lien waiver
- Photos of the roof condition before, during, and after replacement. If the roof decking is damaged and will be replaced, document the damage with photos. We will need a quote on the anticipation that it all needs to be replaced but billed for only what was used.

#### **Section 4: General Requirements**

- <u>4.1 Permits and Notifications.</u> The selected contractor shall be responsible for obtaining all necessary permits required for the project, all associated costs of maintaining applicable permits, and shall arrange necessary inspections as required pursuant to those permits. A Copy of the permit must be submitted to us, displayed in a visible location, and the Project Manager informed of each request for inspection.
- <u>4.2 Waste and Landfill Manifests.</u> The contractor shall submit copies of all landfill weight tickets and waste manifests or similar documentation demonstrating that roof debris was deposited in a landfill approved for receipt of such materials. If onsite dumpsters are used, provide copies of invoices from the waste removal company. The size of each yard removal must be recorded and turned in. (If waste removal is part of the contract)
- <u>4.3 Hazardous Materials.</u> If any suspected hazardous materials are found and special handling is recommended or required, the contractor must immediately notify the LBA Project Manager

and may submit a change order for proper handling and disposal. Do not attempt to remove any asbestos or hazardous materials if not properly trained and absolutely no materials in normal trash.

4.4 Time of Work and Completion. The contractor shall commence pre-construction work (i.e., obtaining permits, etc.) within seven (7) days following receipt from the LBA's Notice to Proceed. The contractor shall complete all work activities within 30 days after commencement unless unavoidably delayed by weather or otherwise negotiated with the LBA. The contractor shall not discontinue work for more than five (5) consecutive calendar days without the prior written approval of the LBA. The LBA intends that the roofing project be completed before **August 1**st, **2025**. The work to be completed under this Request for Proposals will be scheduled between the hours of 8:00 a.m. and 8:00 p.m., Monday through Friday. No work shall be done between the hours of 8:00 p.m. and 8:00 a.m.

#### 4.5 Safety, Security, and Maintenance of Project Site.

- The contractor shall be responsible for obtaining all signs, barricades, fences and the like necessary to warn the public and prevent members of the public from entering the site in such a manner as to risk injury.
- The contractor shall be responsible for operating the site in a manner to minimize the risks associated with its being an attractive nuisance during times when construction activities have been suspended and the site is not occupied by the contractor or its employees or subcontractors.
- The contractor shall not work, store, or operate equipment outside designated work areas without the permission of the LBA.
- The contractor's operations shall not interfere with street traffic unless barricades are required as a condition of local permits, and shall be conducted to permit access to local residences, business, and emergency vehicles.
- The contractor shall protect all public and private abutting property from injury or loss and <u>shall defend and save the LBA harmless from all such damages</u>, injuries and loss occurring because of their work.
- The contractor shall be responsible for keeping all dust, debris, and waste material within the project site except and take great care and extra

precautions when being transported to the landfill.

- The contractor shall furnish and maintain all passageways, barricades, guard fences and lights as necessary to provide for the safety and security of the site. The contractor may provide temporary/portable restroom facilities onsite as no facilities inside the building may be used.
- The contractor shall assume full responsibility for loss or damage to the site during the entire construction period resulting from conditions and from all other causes whatsoever not directly due to the acts or neglect of the LBA, including fire, vandalism, and malicious mischief.
- The contractor shall ensure that the building interior, including insulation and structural components, and purchased materials are protected from rainwater or other water infiltration during the project.
- 4.6 **Irregularities or Changes in Scope of Work.** The contractor shall notify the LBA immediately of any irregularities or changes in the scope of the work.

#### **Section 5: Terms and Conditions**

- 5.1 The Request for Proposals is not an offer of contract. Receipt of a proposal neither commits the LBA to award a contract to any Contractor, even if all requirements stated in this proposal are met, nor limits the LBA's right to negotiate in its best interest. The LBA reserves the right to contract with a Contractor for reasons other than lowest price.
- 5.1 Expenses incurred in the preparation of proposals in response to this Request for Proposals are the bidder's responsibility.
- 5.2 No work performed by the contractor that is out of the scope of this RFP and/or as defined by the vendor's proposal will be reimbursed unless specifically authorized by the <u>LBA in writing</u>.
- 5.3 The contractor, subcontractors and their employees shall be considered independent contractors and shall not be deemed employees of the LBA for any reason.

- 5.4 All proposals are subject to the Michigan Freedom of Information Act. Once bids are opened, the information contained therein becomes accessible to the public.
- 5.5 Contractors and workers must be appropriately licensed to complete the project. Copies of licenses must be submitted to meet state grant requirements. See Appendix A for insurance requirements. Subcontractors will be required to maintain the same level of insurance.
- 5.6 If draws will be requested for payment, please indicate the expected payment schedule in the bid.
- 5.7 Bid Bond The SLBA requires all Respondent(s) to submit a bid bond with their proposal.
- 5.8 Performance and Payment Bonds: A performance and payment bond will be required for the full amount of the contract if the bid in in excess of \$50,000. Both the performance bond and payment bond must remain in effect from the date of Contract award until final completion of the Contract. The surety bonds required for a Contract will not be accepted by the LBA unless the surety bonding company is listed in the current United States Government, Department of Treasury's, Listing of approved sureties (bonding/insurance companies), Department Circular 570. Copies of the current Circular listing may be obtained through the internet web site at <a href="https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570">https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570</a> a-z.htm

#### Section 6: Site Inspection Prior to Bid and Proposal Requirements

6.1 The building will be available by appointment for bidders wishing to view the roof before submitting a bid. Building entry for site inspection will be at the contractor's risk. Site inspection before bidding is encouraged but not required. Any misunderstanding of the project scope or level of effort required to complete the requested scope of work that comes from a contractor not inspecting, will not release the contractor from any responsibility outlined within this RFP.

- 6.2 The following shall be the minimum contents of the proposal: the completed bid form, identification of subcontractors expected to be retained for the project, proof of insurance or a letter from contractor's insurance company indicating insurance can be obtained in accordance with the specific terms identified in Appendix A.
- 6.3 The bid shall be submitted by email to Valerie Peacock, Presque Isle County Treasurer and Land Bank Chair, and Shelley Mader, Presque Isle County Land Bank Authority Project leader, with the following subject line:

"Bid for Roof at 251 W Huron Ave Rogers City MI".

<u>To be considered, bids must be received by 5:00 p.m. on May 23<sup>rd</sup>, 2025</u>

NOTE: After you have emailed the proposal, follow up with a phone call or text to the Project Manager to confirm your email was received. (989) 326-2712

- 6.4 Bids submitted may not be withdrawn or modified for 30 days following the date on which they are opened by the County Treasurer unless requested by the LBA or its representative.
- 6.5 All questions are to be directed to Project Manager; Shelley Mader and CC'd Valerie Peacock, sent by Email. All inquiries submitted will be addressed and published on the Land Bank's website.

#### Section 8: Bid Form: Roof Replacement of Commercial Property

The undersigned hereby declares that the instructions and specifications, including all appendices, <a href="https://examined.nat.org/have-been carefully examined">have been carefully examined</a>, and that the roofing project, at Grambau Center 251 W. Huron Ave. Rogers City Mi, will be done for the prices outlined in this bid. It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of the bid opening to allow for the award of the bid and that if chosen the bid price remains firm. The undersigned bidder further agrees and understands that the County reserves the right to reject all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the County.

Bidding Company	
Address/City/State/Zip	
Phone and E-mail	
Authorized Representative/Title	
Signature	
Date	

Describe the roofing system recommended for this project.

Describe the manufacturer's and installer's warranties for the roof.

Cost to complete the removal of the existing roof and replace the roof as described in Section 3, including all permits, materials, labor, and safety measures.	\$
Davis-Bacon prevailing wages must be paid for this project.	
Length of time to complete job (in days)	
Estimated start (in #of days) after receiving notice of bid award	
List subcontractors and the tasks for which they will be used:	

#### Additional Questions required to complete bid form:

How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information for the owner, President, and Managing Partner or CEO.

Give a brief summary of the history of the business and experience in flat roof replacement.

Please provide the name and work experience of the project site supervisor you are assigning to this contract. This supervisor will be the main contact for the county and will oversee contract compliance, timeliness, and work quality.

List any professional licenses/certifications of the company or employees assigned to this contract as applicable to this project.

Has your company had a similar contract terminated for cause within the last three (3) years? If yes, please explain.

How are claims handled, such as property damage caused by your operation?

Please provide the names, phone numbers and email addresses of at least three commercial construction customers for whom you have completed flat roofs within the last five years. If possible, these customers should be governmental or public entities:

#### Section 9: Non-Iran Business Certification

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering any contract for goods and services with any prospective vendor, the County must obtain certification from the vendor that it is not an "Iran-Linked Business."

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran Linked Business," as that term is defined in Section 2(E) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the county in this regard.

Company Name		
Authorized Representative		
	(printed name and title)	
Signature 	Date	_

#### **AGREEMENT**

(To be executed upon award of bid)

THIS AGREEMENT, made on XXX, by and between Presque Isle County Land Bank Authority, a Michigan Land Bank Authority, and COMPANY NAME, an (individual), or (a partnership), or (a corporation) hereinafter called "Contractor,"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and replace the roof of:

#### Grambau Center 251 W. Huron Ave. Rogers City Mi (the "project")

The CONTRACTOR will secure permits and furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the PROJECT described herein.

- 2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within agreed upon mutual timing once NOTICE TO PROCEED and will complete the same within thirty (30) days of start, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS or with written approval of the Presque Isle County Land Bank Authority or its representative.
- 3. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of <u>\$XXXX</u> or as shown in the BID schedule.
- 4. The term "CONTRACT DOCUMENTS" means and includes the following:
  - General Information
  - Background
  - Scope of Services
  - General Requirements
  - Specifications
  - Terms and Conditions
  - Site Inspection Prior to Bid and Proposal Requirements
  - Bid Form: Roof Replacement of Commercial Property
  - Non-Iran Linked Business Certification
  - Agreement —To be executed upon award of bid
  - Appendix A Insurance Requirements
  - Appendix B Bidder's Checklist

- Other Attachments
- 5. The LBA will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
- 6. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 7. **Confidentiality.** Contractor acknowledges that they may become privy to confidential information in performance of this Agreement and agrees that Contractor shall not, now or at any point in the future, use or disclose any confidential information provided to Contractor by The Land Bank nor allow the same to be acquired or transmitted to any third party under any circumstances in any form except to the extent necessary to perform services outlined in this Agreement. This provision shall survive beyond the term of this agreement or any early termination thereof.
- 8. **Termination For Cause.** This Agreement may be terminated by the Land Bank, for among other things, as follows:
- 9. Upon 10 days written notice to Contractor:
  - if Contractor fails to comply with any of the material terms and conditions of the Agreement;
  - if Contractor knowingly and willingly presents false information to the Land Bank for the purpose of obtaining this Agreement or any payment under this Agreement;
  - if the Land Bank finds that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the Land Bank in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement;
  - during the 10-day written notice period, the Land Bank shall also withhold payment for any findings under subparagraphs i-iii, above;
  - if Contractor or any contractor, subcontractor, manufacturer, or supplier of Contractor appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor; or
  - fails to cure a breach within the time period specified in a notice of breach provided by the Land Bank.
- 10. Immediately and without further liability to the Land Bank, if Contractor, or any agent of Contractor, or any agent of any contractor or subcontractor is:
  - convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
  - convicted of a criminal offense, including but not limited to any of the following:

embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

- convicted under State or federal antitrust statutes;
- convicted of any other criminal offense that, in the sole discretion of the Land Bank, reflects on Contractor's business integrity; or
- added to the federal or state Suspension and Debarment list.

If the Agreement is terminated for cause, or if the Land Bank is required to repay to the state or federal government all or a portion of the Blight Elimination Grant Funding utilized pursuant to this Agreement because of Contractor's failure to comply with all of this Agreement's terms and conditions (including any and all federal requirements), then the Land Bank reserves the right to require the Contractor to repay all or a portion of the funds paid to it under this Agreement.

Contractor must pay all reasonable costs incurred by the Land Bank in terminating this Agreement for cause, including administrative costs, attorneys' fees and court costs, costs to complete the work specified in the Scope of Work, and any additional costs the Land Bank incurs.

If the Land Bank terminates this Agreement for cause and it is determined, for any reason, that Contractor was not in breach of the Agreement, the termination will be deemed to have been a termination under Section 15, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

- 11. Termination for Convenience. The Land Bank may fully or partially terminate this Agreement for its convenience, for any reason or no reason, if the Land Bank determines that a termination is in the Land Bank's best interest. Reasons for the termination are within the sole discretion of the Land Bank and may include: (a) the Land Bank no longer needs the activities or deliverables specified in this Agreement; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the deliverable(s) no longer practical or feasible for the Land Bank; (c) unacceptable prices for Agreement changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the Land Bank. The Land Bank may terminate this Agreement for its convenience by giving Contractor notice at least ten (7) days before the date of termination. If the Contractor chooses to terminate this Agreement in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverables (s) that are terminated.
- **12. Written Notice.** All requirements for written notice contained in this Agreement shall be accomplished by any one of the following methods:
  - a. personal service with service being effective upon delivery.
  - b. certified mail, Federal Express or other overnight courier service, return receipt requested, with service being effective on the date of receipt or first attempted delivery.
  - c. e-mail with service being effective upon delivery if delivery is made prior to 5:00 p.m. on any business day and if not so made, the next business day.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by

deemed an original on the date first above written.			
Presque Isle County Land Bank Authority			
Chair, Presque Isle County Land Bank			
CONTRACTOR:			

(Please print name of Contractor signatory)

their duly authorized officials, this Agreement in two (2) copies each of which shall be

#### APPENDIX A

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Presque Isle County.

- 1. <u>Workers' Compensation Insurance</u>: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 3. <u>Motor Vehicle Liability</u>: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all no-owned vehicles, and all fired vehicles.
- 4. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: Presque Isle County Land Bank, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- 5. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Presque Isle County Treasurer Valerie Peacock. 151 E Huron Ave, Rogers City, MI 49779

#### APPENDIX B—Bidder's Checklist

	Checklist Items
1	Completely reviewed this Invitation to Bid document and UNDERSTAND all requirements. Must return completed bid forms and required attachments.
2	Roof inspection by May 19 <sup>th</sup> , 2025
3	BIDS must be submitted by May 23rd, 2025
4	Complete the bid form and email it to <a href="mailto:peacockv@picounty.org">peacockv@picounty.org</a> and <a href="mailto:22smader@gmail.com">22smader@gmail.com</a> Please be sure to follow up with a phone call/text to Project Manager; Shelley Mader to ensure we received your bid. (989) 326-2712
5	Completed required non-Iran-linked business certification form
6	Required attachments — proof of insurance or proof of insurability from insurance agent, labeled Exhibit A.
7	Required attachment—all MSDS sheets related to materials to be installed as part of this project, <b>if any</b> , labeled Exhibit C.

# ATTACHMENT 1 BUILDING PHOTOS









#### ATTACHMENT 2 SITE MAP

## PRESQUE ISLE 2023



#### **ATTACHMENT 3**

#### DAVIS BACON PREVAILING WAGE INFORMATION FOR PRESQUE ISLE **COUNTY**

Please see <a href="https://flag.dol.gov/wage-data/wage-search">https://flag.dol.gov/wage-data/wage-search</a> for current Davis-**Bacon wages for Presque Isle County.** 

Davis Bacon reporting <u>Instructions</u> and <u>Required wage form</u>

Search Crit	eria
SOC Code	47-2181.00
Data Series	7/2024 - 6/2025
Collection	All Industries
State	MICHIGAN
Area Type	County/ Township
Area Selected	PRESQUE ISLE - Northeast Lower Peninsula of Michigan nonmetropolitan area

Search Results			
Geo Level SOC Code SOC Title			1 47-2181 Roofers
Wage Level	Hourly	Yearly	
1	\$16.59	\$34,507.00	
II	\$19.67	\$40,914.00	
III	\$22.75	\$47,320.00	
IV	\$25.83	\$53,726.00	
MEAN (H-2B)	\$22.78	\$47,382.00	

### O\*NET Occupations Using this Wage

SOC Code/ 47-2181.00 Roofers

SOC Description

Cover roofs of structures with shingles, slate, asphalt, aluminum, wood, or related materials. May spray roofs, sidings, and walls with material to bind, seal, insulate, or soundproof sections of structures.

# Search Criteria SOC Code 11-9021.00 Data Series 7/2024 - 6/2025 Collection All Industries State MICHIGAN Area Type County/ Township Area Selected PRESQUE ISLE - Northeast Lower Peninsula of Michigan nonmetropolitan area

Search Results		
Geo Level SOC Code SOC Title		1 11-9021 Construction Managers
Wage Level	Hourly	Yearly
I	\$29.12	\$60,570.00
II	\$36.89	\$76,731.00
III	\$44.67	\$92,914.00
IV	\$52.44	\$109,075.00
MEAN (H-2B)	\$44.75	\$93,080.00

#### O\*NET Occupations Using this Wage

SOC Code/

11-9021.00 Construction Managers

Title

SOC Description Plan, direct, or coordinate, usually through subordinate supervisory personnel, activities concerned with the construction and maintenance of structures, facilities, and systems. Participate in the conceptual development of a construction project and oversee its organization, scheduling, budgeting,

#### **Search Criteria**

SOC Code 47-3016.00
Data Series 7/2024 - 6/2025
Collection All Industries
State MICHIGAN
Area Type County/ Township
Area Selected PRESQUE ISLE - Northeast Lower Peninsula of Michigan nonmetropolitan area

#### **Search Results**

Geo Level2SOC Code47-3016SOC TitleHelpers--Roofers

Wage Level	Hourly	Yearly
1	\$16.64	\$34,611.00
II	\$18.18	\$37,814.00
III	\$19.72	\$41,018.00
IV	\$21.26	\$44,221.00
MEAN (H-2B)	\$19.74	\$41,059.00

#### O\*NET Occupations Using this Wage

SOC Code/ 47

Title

47-3016.00 Helpers--Roofers

SOC Description Help roofers by performing duties requiring less skill. Duties include using, supplying, or holding materials or tools, and cleaning work area and

equipment.

#### **Search Criteria**

SOC Code 47-2061.00
Data Series 7/2024 - 6/2025
Collection All Industries
State MICHIGAN
Area Type County/ Township
Area Selected PRESQUE ISLE - Northeast Lower Peninsula of Michigan nonmetropolitan area

#### **Search Results**

Geo Level1SOC Code47-2061SOC TitleConstruction Laborers

Wage Level	Hourly	Yearly
I	\$16.52	\$34,362.00
II	\$19.61	\$40,789.00
III	\$22.70	\$47,216.00
IV	\$25.79	\$53,643.00
MEAN (H-2B)	\$22.73	\$47,278.00

#### O\*NET Occupations Using this Wage

SOC Code/ **47-2061.00** Construction Laborers

Title

SOC Perform tasks involving physical labor at construction sites. May operate hand Description and power tools of all types: air hammers, earth tampers, cement mixers,

small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches,

# Exhibit A Required Federal and State Provisions

- A. **RECORDKEEPING REQUIREMENTS**. Generally, all contractors and subcontractors must maintain records and financial documents related to this contract until at least December 31, 2031. U.S. Treasury may request the transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. See generally, 2 CFR 200.334 through 200.338. All contractors and subcontractors must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (GAO), Treasury's Office of Inspector General (OIG), and their authorized representative in order to conduct audits or other investigations.
- B. **UNIFORM GUIDANCE**. Under the Final Rule issued by the U.S. Department of the Treasury (Treasury) referenced at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf, this contract is subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (the "Uniform Guidance") at 2 CFR 200.317 through 200.327. All payments requested under this program should be accounted for with supporting documentation. All contractors and subcontractors should maintain documentation evidencing that the Program Funds were expended in accordance with federal, state, and local regulations.
- C. **TERMINATION/RECOVERY OF PROGRAM FUNDS.** Treasury requires any Program Funds received pursuant to this Agreement and any attachments that are expended in a manner that fails to comply with SLFRF and all other applicable laws to be returned to Treasury. The State reserves the right to monitor the Subrecipient and their contractors and subcontractors and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant Agreement and return of Program Funds previously provided thereunder.

#### D. Termination clause – Reference the Contract for specifics

- E. **EQUAL EMPLOYMENT OPPORTUNITY**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR Part 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- F. **DAVIS–BACON ACT**, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor.

In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

- G. **COPELAND "ANTI–KICKBACK" ACT** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
- H. **DEBARMENT AND SUSPENSION** (Executive Orders 12549 and 12689). A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. All contractors and subcontractors must be vetted for debarment. If debarment action has been taken against the contractor, the contract shall be terminated. If debarment action has been taken against any subcontractor, the contractor shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

#### I. **DOMESTIC PREFERENCES FOR PROCUREMENTS** (2 CFR 200.322).

- a. As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
  - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (ii) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### J. **CONFLICT OF INTEREST** (2 CFR 200.318 and 24 CFR 570.611)

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

K. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- L. **BYRD ANTI–LOBBYING AMENDMENT** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.
- M. **CLEAN AIR ACT** (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. Contracts, grant agreements, and subgrants of amounts in excess of \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### N. LEAD RENOVATION, REPAIR AND PAINTING PROGRAM

Prohibition of Use of Lead-Based Paint. The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations promulgated at 24 CFR Part 35, 24 CFR 570.608, and 24 CFR Section 745, Subpart E, as applicable. The Contractor and his/her subcontractors shall comply with the provisions for the notification and elimination of lead-based paint hazards of said regulations.

O. **PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.323). A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.