PRESQUE ISLE COUNTY LAND BANK AUTHORITY

Request for Quote for the following location:

AP Building 338 N. Third St, Rogers City, MI 49779 Parcel# 150-001-000-135-00



BID RELEASE DATE: August 7th, 2025 BIDS DUE: August 24th, 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:

COMMERCIAL PROPERTY STABILIZATION PROJECT

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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 building stabilization.
- 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 is August 9th, 2025. Bids are due Aug 24th, 2025
- 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 **338 N. Third St., Rogers City, Mi 49779**, Owned by Rogers City Main Street/ Downtown Development Authority. This RFP is issued by the LBA under a State Land Bank Authority Blight Elimination Grant.

Located in Rogers City's downtown, 338 N. Third served for many years as the AP Super Service Dodge dealership before closing its doors for good in 2018. It has been vacant since that time and was acquired by the Rogers City Downtown Development Authority in 2023.

The property includes a 4,000-square-foot (100-by-40) primary building constructed In 1941 and a 1,400-square-foot (47-by-30) detached accessory building constructed in 1931. The buildings sit on approximately one and three-quarters acres of property.

The cost of this stabilization effort 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.

BID 1: Roof replacements – (Quote each building separately)

Main building: 338 N Third St, Rogers City Mi 49779

- <u>Must occur first</u>: Remove the secondary ceiling framing that is fastened to the original ceiling joist. (currently causing deflection)
- Completely tear off the current shingles and old roofing materials.
- OSB sheeting to be replaced as needed.
- Install new roofing materials:
 - Quote Metal Specs: 24 Ga, standing seam panels, steel, painted. The owner selects the color.
- Provide details of the underlayment, flashing, etc that will be installed for a complete roof upgrade.
- Repair soffit and fascia where needed.
- Remove brick chimney completely and dispose of the brick.
- Removal of the front parapet roof (brick)

Accessory Storage building: 195 E Superior St, Rogers City Mi 49779

- Completely tear off the current shingles and old roofing materials.
- OSB sheeting to be replaced as needed.
- Install new roofing materials: Quote Metal Specs: 24 Ga, standing seam panels, steel, painted. The owner selects the type and color.
- Install new drip edge, ice shield, ridge vent, pipe boots, flashing where needed.
- Repair soffit and fascia where needed.

FOR ALL BIDS:

- Secure appropriate permits and inspections Mandatory
- 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.
- Work areas must 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 work is being done at the project
 - 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 using: Davis-Bacon and Related Acts Weekly Certified Payroll Form.
 - 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 construction 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)
- 4.3 Hazardous Materials. 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. Asbestos & Lead paint are present and will need proper tenting, equipment for safe removal and disposal. (NOTE: Professional Abatement will occur prior to any of the scopes of this bid being started. Contractor TBD)
- 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 <u>Notice to Proceed</u>. 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 these 2 roof projects be completed by December 31st, 2025. Time is of the essence on this project and needs to be completed before winter. 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, businesses, 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</u> <u>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 Bid Bond The LBA requires all Respondent(s) to submit a bid bond with their proposal.
- 5.7 Performance and Payment Bonds: A performance and payment bond will be required for the full amount of the contract if the bid is 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 https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570 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 the 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(s) for The AP Building".

To be considered, bids must be received by 5:00 p.m. on August 24th, 2025

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.

Section 7: Bid Form: Stabilization Project of Commercial Property

The undersigned hereby declares that the instructions and specifications, including all appendices, <u>have been carefully examined</u>, and that the stabilization project, at The AP Building 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.

Note: You are welcome to submit the bid with your bidding format/software, just be sure to include answers to the items below.

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

Describe the stabilization plan recommendation for this project.

Describe the manufacturer's warranties for the roof. And other materials and labor workmanship warranties.

BID 1: Roof replacement	
NOTE: In case of overages, where extra material is needed due to damage, please list that amount per piece/per box/per disposal etc. (Example: roof sheathing \$35/each). Please include an estimation.	
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 and/or CEO.

Give a brief summary of the history of the business and experience in excavating, foundation, metal roofing, and/or construction.

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 projects for 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	_

(Contract example if awarded the project) AGREEMENT

THIS AGREEMENT, made on ENTER DATE, by and between Presque Isle County Land Bank Authority, a Michigan Land Bank Authority, further known as LBA, and CONTRACTOR, hereinafter called "Contractor,"

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

The CONTRACTOR will commence and replace the roof of:

ADDRESS 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.

- 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.
- 2. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Enter Quote or as shown in the BID schedule.
- 3. "The term "CONTRACT DOCUMENTS" means and includes the following: All terms included in the Presque Isle County Land Bank Authority Request for Quote for Name of project, Bid Release Date: enter date, attached hereto. Contractor hereby acknowledges receipt of, and agreement to, all terms contained in said Request for Quote. All terms of said Request for Quote are hereby incorporated in this agreement with the Contractor intending to be legally bound to terms contained therein."

- 4. The LBA will pay the CONTRACTOR \$ for materials purchased as down payment to start the project. The remaining balance of \$ will be due days after the job's completion and final approval by the Presque Isle County Building Official. Contractor understands that the LBA is receiving reimbursement funds as a grant recipient and, therefore potentially request additional days for final payment. LBA understands that time is of the essence and will complete/submit the required paperwork promptly.
- 5. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 6. **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.
- 7. **Termination For Cause.** This Agreement may be terminated by the Land Bank, for among other things, as follows:
 - a) Upon 10 days written notice to Contractor:
 - i. if Contractor fails to comply with any of the material terms and conditions of the Agreement;
 - ii. 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;
 - iii. 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;
 - iv. during the 10-day written notice period, the Land Bank shall also withhold payment for any findings under subparagraphs i-iii, above;
 - v. 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.
 - b) 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:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

- ii. 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;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the Land Bank, reflects on Contractor's business integrity; or
- v. added to the federal or state Suspension and Debarment list.
- c) 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.
- d) 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.
- e) 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.
- 8. 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.
- **9. 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 their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first above written.

Presque Isle County Land Bank Authority		
Chair, Presque Isle County Land Bank		
C <mark>ontractor:</mark>		
Name and Owner of Business	-	
ATED.		

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	Inspections completed by August 23rd, 2025
3	BIDS must be submitted by August 24th, 2025
4	Complete the bid form and email it to peacockv@picounty.org and 22smader@gmail.com 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, if any , labeled Exhibit C.

ATTACHMENT 1 BUILDING PHOTOS

Brick Parapet Wall



Secondary ceiling framing



Accessory Building (1400 sqft)





ATTACHMENT 2 SITE MAP



ATTACHMENT 3

DAVIS BACON PREVAILING WAGE INFORMATION FOR PRESQUE ISLE COUNTY

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

Please see SAM.gov for current Davis-Bacon wages for Presque Isle County.

See the following wages below:

"General Decision Number: MI20250147 08/01/2025

Superseded General Decision Number: MI20240147

State: Michigan

Construction Type: Building

County: Presque Isle County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date 01/03/2025 1

01/24/2025

2	02/21/2025
3	06/06/2025
4	07/04/2025
5	07/18/2025
6	07/25/2025
7	08/01/2025

ASBE0047-005 07/01/2025

Rates	Fringes
	23.65
Rates	Fringes
.\$ 43.50	37.64
Rates	Fringes
	22.18
Rates	Fringes
	21.09
Rates	Fringes
.\$ 37.75	40.85%+10.18
Rates	Fringes
.\$ 43.93 .\$ 41.28 .\$ 39.57 .\$ 39.57	25.25 25.25 25.25 25.25 25.25 25.25
	.\$ 40.00 Rates .\$ 43.50 Rates .\$ 35.83 Rates .\$ 30.83 Rates .\$ 37.75

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer; tower crane, gantry crane and whirley derrick GROUP 3: Backhoe/Excavator; Bulldozer; Crane; Loader; Paver;

Roller; Scraper; Stiff Leg Derrick GROUP 4: Bobcat/Skid Loader; Fork Truck (over 20' lift) GROUP 5: Fork Truck (20' lift and under for masonry work) GROUP 6: Oiler			
IRON0025-010 06/01/2024			
	Rates	Fringes	
IRONWORKER, REINFORCING IRONWORKER, STRUCTURAL	\$ 35.55	37.15 35.83	
* LAB01098-025 07/01/2025			
	Rates	Fringes	
LABORER Mason Tender - Cement/Concrete and Pipelayer		13.45	
Sandblaster		13.45 	
PAIN1803-004 06/01/2025			
	Rates	Fringes	
PAINTER: Brush Only	\$ 28.77 	21.67	
PLAS0016-036 04/01/2014			
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER		12.38	
PLUM0085-001 05/04/2023			
	Rates	Fringes	
PIPEFITTER (Excluding HVAC Pipe & System Installation) PIPEFITTER (HVAC Pipe	\$ 38.01	21.73	
Installation Only)	\$ 38.01	21.73	
& System Installation) PLUMBER (HVAC System	\$ 38.01	21.73	
Installation Only)	\$ 38.01	21.73	
SFMI0669-003 01/02/2025			
	Rates	Fringes	
SPRINKLER FITTER (Fire Sprinklers)		27.39	
SHEE0007-003 05/01/2023			
	Rates	Fringes	
SHEET METAL WORKER (Excluding HVAC Duct & System			
Installation)	\$ 31.05	25.07	
Installation Only)		25.07	

* SUMI2011-072 02/14/2011

	Rates	Fringes
BRICKLAYER\$	22.25	3.10
CARPENTER (Metal Stud Installation Only)\$	14.80 **	4.86
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation\$	20.63	5.80
LABORER: Common or General\$		6.09
LABORER: Landscape & Irrigation\$	14.63 **	0.00
LABORER: Mason Tender - Brick\$	14.89 **	3.10
OPERATOR: Grader/Blade\$	24.04	6.03
OPERATOR: Tractor\$	19.60	7.31
PAINTER: Roller and Spray\$	18.05	5.04
ROOFER\$	15.28 **	6.61
TRUCK DRIVER, Includes Dump and Tandem Truck\$	16.56 **	3.50
TRUCK DRIVER: Flatbed Truck\$	17.44 **	4.51

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination $% \left({{\mathbf{r}}_{1}}\right) ={{\mathbf{r}}_{1}}$
- b) an existing published wage determinationc) an initial WHD letter setting forth a position on
- a wage determination matter
 d) an initial conformance (additional classification
 and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested

party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION"

ATTACHMENT 4

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.