

Cass County Land Bank Authority

Request for Proposal **General Contractor - Building Stabilization** (Openings, Masonry Restoration, Gutters, and Siding)

At:

138-140 E Main
Street Marcellus,
MI 49067

Request for Published Proposal:
August 5, 2025
Proposals Due:
August 26, 2025 @ 9:50AM

Bids shall be submitted by email to:

Amelia Barker-King, Owner's Representative
The Barton Group
Amelia@bartongroupllc.com

Section 1: General Information

Through The Barton Group, Cass County Land Bank is hereby soliciting proposals from qualified vendors for general contractors to perform work at the two-story building located at 136-140 E Main St, Marcellus in Cass County, Michigan (Parcel #: 14-051-531-005-00, 14-051-531-005-50, 14-051-531-006-00). Significant renovations are proposed to stabilize the mixed-use property.

The requested scope of work involves work to stabilize, prevent further decay, and make it safe for future work and contractors. The scope of work is further defined in Section 3: Scope of Services and Section 5: Specifications. The ideal time for the work to be completed would be in less than 16 weeks of contract execution and an absolute deadline would be for the work to be completed within 20 weeks of contract execution.

The selected bidder may subcontract work but will be responsible for all work defined in this RFP. Subcontractors should be identified with bid submission be approved in advance by Cass County and provide the same proof of insurance coverage as the Selected Bidder.

The issue date of this proposal is August 5, 2025.

This RFP includes the following attachments:

1. Site Photos
2. Federal and State Provisions/Requirements
3. Sam.gov Wage Determinations

This RFP includes the following appendices to be completed:

1. Insurance Documentation & Bid Bond
2. Bidder's Checklist

Modifications to this RFP, if any, shall take the form of one or more written addenda. Such addenda shall be considered as part of the original RFP.

A contract agreement will be carried out between Cass County and the Selected Bidder post-bid award. The contract will contain language pertaining to compliance with federal requirements, including but not limited to document retention (through December 31, 2031), certified payroll, and the Contractor will be required to pay Davis Bacon/Prevailing Wages.

The Contractor and all Subcontractors shall comply with all applicable federal, state, and local laws and regulations governing the payment of prevailing wages. Specifically:

1. **Wage Rates:** All laborers and mechanics employed by the Contractor or any Subcontractor on the project shall be paid wages at rates not less than those prevailing for similar work in the locality, as determined by the U.S. Department of Labor. In addition, contractors must be required to pay wages at least once a week. Wage determinations include both direct wages and indirect benefits given to the employee. Attachment 3 includes current wage determinations.
2. **Certified Payroll:** The Contractor shall submit certified Davis-Bacon and Related Acts Weekly Certified Payroll Form WH-347 and records to the Owner/Agency, detailing the name, classification, hours worked, and wages paid to each worker every week. These records must be submitted no later than the Tuesday after the week the work was completed.

3. **Record of Employee Interview:** U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards Record of Employee Interview Form shall be completed. The interviewer must be someone unaffiliated with the contractors and on site regularly. Interviews must be sufficient in number to establish the degree of adequacy and accuracy of the records and the nature and extent of any violations. The interviews should also be generally representative of all classifications of employees on the project.
4. **Posting Requirements:** The Contractor shall post the applicable prevailing wage rates and fringe benefits in a conspicuous location at the job site, accessible to all workers.
5. **Right of Inspection:** The Contractor shall allow authorized representatives of the Owner/Agency or relevant labor authority to inspect payroll records and interview workers to ensure compliance.
6. **Withholding of Payments:** The Owner/Agency reserves the right to withhold up to 25% of any payment due to the Contractor until all required certified payrolls are submitted and verified.
7. **Penalties:** Failure to comply with prevailing wage requirements may result in penalties, including but not limited to contract termination, withholding of funds, and legal action.

Cass County Land Bank Authority will review the list of contractors and subcontractors (if applicable) debarred, suspended, or otherwise excluded from receiving federal funds and will not enter a contract with a vendor on this exclusion list.

Section 2: Background

138-140 E Main Street is owned by the Village of Marcellus, and this RFP is issued by Cass County Land Bank Authority. With the first noted business activity at this address in 1876, these historic brick buildings are in the traditional Italianate style, with two commercial units on the ground level and residential on the second floor. Having served as a pool hall, restaurant, and most recently as a bar, these historic structures are in the center of the Village of Marcellus's downtown commercial corridor.

With the priority of safety and preventing further decay, Cass County Land Bank Authority will be completing stabilization activities, which may include, but is not limited to, debris removal, exterior security materials to deter trespassing and vandalism, and interior and exterior repairs needed to protect against further deterioration, and meet local exterior property maintenance requirements including re-installation of egresses. All work is to be completed in compliance with all federal, state, and local laws, regulations, and ordinances. Water and mold remediation as well as asbestos abatement will be completed prior to this work commencing.

Section 3: Scope of Work: Stabilization

General contractor to provide adequate safety, disposal of materials, building permit, and restroom facilities as needed on the jobsite.

1. Doors

- **Objective:** Remove and dispose of existing doors and install new doors to ensure proper functionality and security.
 - 3 ground level storefront, commercial doors on the north side
 - Full light storefront doors
 - 2 upper level doors on the south side
 - Metal doors with small side light
- **Tasks:**
 - Remove existing doors if necessary and dispose of properly.
 - Install new door frames and doors.
 - Ensure doors are properly aligned and functional.
 - Install hardware such as locks, handles, and hinges.
 - Provide the Village of Marcellus with all keys.

2. Windows

- **Objective:** Remove and install window openings to ensure proper insulation and functionality.
 - 1 East side window
 - 1 South side upper window
 - Clean any existing windows to remove graffiti and paint
- **Tasks:**
 - Remove and dispose of windows and related material completely. Prepare opening to receive new window. Foam, caulk, and/or insulate cavity prior to installation of replacement window.
 - Furnish and install new double hung, stationary, sliding and awning PVC, thermopane replacement window unit as manufactured by Silverline #8500 or approved equal. Windows to have Low "E"/ Argon gas filled glass. New window to meet all current code requirements. Provide new full snap in screen unit. Recommend northern climate energy star rated windows.

3. Access & Stability

- **Objective:** Create safe access and a stable building
- **Tasks:**
 - Repair and stabilize lower joists with 2"x10" or greater
 - Build a supporting wall or system to support joists where necessary to complete other stabilization work
 - 1. Support floor to prevent damage to structure. Furnish and install new beam of adequate size to carry applied loads. Include adequate bearing for new beam including metal support columns and concrete footings as required to properly support beam. Work to be done to ensure proper structural integrity and meet all current code requirements.
 - Build and Frame in vertical wall above and alongside stairs that access 2nd floor
 - Install 5/8" OSB or greater over the existing subfloor to create a level surface
 - Patch subfloor to create a level surface
 - Build a temporary safety rail for the stairway
 - Remove existing exterior walkway, landing and stairwell
 - Build a new, code compliant, safe, structure for 2nd floor egress
 - 1. Remove and dispose of existing landing and steps. Furnish and install new pressure treated wood landing and new closed, raised pressure treated wood steps. Furnish and install new

concrete footings , 2 inch x pressure treated wood beams and 6 inch x 6 inch .60 pressure treated support posts. Include new pressure treated floor system, sized per code, with 2 inch x pressure treated floor joists @ 16" oc, appropriate flashing, fasteners and anchors. Include new 5/4 inch x 6 inch pressure treated floor boards, installed using approved deck screws, flat side down with no space between boards. Include new pressure treated wood guardrail system with 2 inch x 2 inch pressure treated square spindles and 4 inch x 4 inch pressure treated wood support newel posts. Include new pressure treated wood closed, raised stair system with 5/4 inch x 6 inch pressure treated floor boards, pressure treated 1 inch x 8 inch (ripped to size) riser boards and pressure treated handrail system with 2 inch x 2 inch pressure treated square spindles and 4 inch x 4 inch pressure treated newel posts. Include 1 inch x 6 inch pressure treated vertical, enclosed landing skirting. All work to be done to ensure proper structural integrity and meet all current code requirements.

- Install new D4 vinyl siding on south upper floor
 - 1. Remove and dispose of all damaged siding and trim. Prepare surfaces for new siding and trim installation to match existing as close as possible, including replacing missing, damaged or improperly installed flashing. Furnish and install over existing wall surfaces, 1/2 inch thick Styrofoam Brand Extruded Polystyrene insulating backer board with a minimum R factor of 2.5 at 75 degrees F, as manufactured by Dow Chemical Company or approved equal. Install new siding and trim. Installation to meet all current code requirements and proper technique to meet manufacturers written instructions.
- Install gutters (upper south side, middle level south side) and downspouts with drains where necessary for water control to prevent further decay
 - 1. Remove and dispose of existing damaged gutters completely. Furnish and install new 5-inch gutters, 3-inch downspouts, and 36 inch long extensions. Construct gutters and downspouts of 0.027 gauge seamless aluminum. Provide watertight construction fastened securely to structure.

4. Tuck Pointing

- **Objective:** Remove cracked, broken, and deteriorated mortar. Tuckpoint to provide a sound and watertight wall. Tool joints to match existing adjacent joints. Match color of adjacent mortar.
 - Lower northeast corner tuckpoint
 - 25' of lower 2-4 brick levels on east side tuckpoint
 - Yellow north window sills (4) repair
 - Upper middle tuckpoint of about 5' of 4 levels of tooth shaped material
 - Remove former HVAC unit on east side and repair opening with masonry/tuckpointing
- **Tasks:**
 - Remove damaged or deteriorated mortar and/or bricks if necessary
 - Apply new mortar to joints.
 - Ensure the new mortar matches the existing mortar in color and texture.
 - Clean the surface to remove any excess mortar.

Section 4: General Requirements

Time of Work and Completion. It is the Cass County Land Bank Authority's desire to have all services completed as soon as feasible. Therefore, the contractor should mobilize as soon as possible following contract execution. This work should be finished within a maximum of 20 weeks of executing a contract.

Safety, Security, and Maintenance of Project Sites. The Selected Bidder shall be responsible for conducting all work in a manner that is protective of human health and the environment. The vendor is responsible for determining and providing its workers with adequate personal protective equipment (PPE), such as but not necessarily limited to respirators and protective clothing.

The Selected Bidder's operations shall not interfere with street traffic and shall be conducted to permit access to emergency vehicles and local right-of-way access to residences and/or businesses.

No restroom facilities are available on site. The Selected Bidder is responsible for determining access to restroom facilities or providing temporary/portable restroom facilities for its workers.

The Selected Bidder shall assume full responsibility for loss or damage to the sites during the entire stabilization period resulting from conditions and all other causes whatsoever due to the acts of neglect by the Contractor or any hired Subcontractors.

The vendor shall notify the Cass County Land Bank Authority immediately of any irregularities or changes in the scope of the work.

Bid bonds as well as performance/payment bonds are required for this portion of the project.

Before any contract, exceeding \$50,000.00 for the construction, alteration, or repair of any public building or public work or improvement of the state or a county, city, village, township, school district, public educational institution, other political subdivision, public authority, or public agency hereinafter referred to as the "governmental unit" is awarded, the proposed contractor, hereinafter referred to as the "principal contractor" shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond for a total of 100% of the base contract price which shall become binding upon the award of the contract to the principal contractor. Bonds will only be required if the contract amount exceeds \$50,000 to be in alignment with program and county policies. However, this requirement does not imply that bid prices are anticipated to be above \$50,000.

Section 5: Specifications

This RFP identifies the requirements that are considered the minimum by Cass County Land Bank Authority. Specific details described within this RFP notwithstanding, it will be the obligation of the selected vendor to adhere to accepted industry standard methods and practices in completing work and to comply with such local and state laws and regulations as are applicable to this work.

Bidder Submittals. The vendor shall submit with their bid copies of all Michigan accreditation cards as issued by the Michigan Department of Labor and Economic Opportunity, for any contractor or subcontractor completing work. A proposed completion schedule for all requested services should also be submitted as part of the bid package. Insurance submittals are also required and discussed in Appendix A.

Section 6: Terms and Conditions

The RFP is not an offer of contract. Receipt of a proposal commits neither Cass County Land Bank Authority to award a contract to any vendor, even if all requirements stated in this proposal are met, nor limits the Cass County Land Bank Authority's right to negotiate in its best interest.

Cass County Land Bank Authority reserves the right to contract a vendor for reasons other than the lowest price. Evaluation of bids may include factors such as price, qualifications, experience, and scheduling.

Expenses incurred in the preparation of proposals in response to this RFP are the bidder's responsibility. Expense plus percent or cost plus percent is not allowable.

No work performed by the Selected Bidder 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 Cass County Land Bank Authority in writing.

The Selected Bidder, subcontractors, and their employees shall be considered independent contractors and shall not be deemed employees of the Cass County Land Bank Authority for any reason.

All proposals are subject to the Michigan Freedom of Information Act. Once the bids are opened, the information contained therein becomes freely accessible to the public.

All required documentation shall be received prior to payment to the Selected Bidder. Payment is anticipated to be NET 45 terms after receipt of the vendor invoice and all required supporting documentation.

See Appendix A for insurance requirements. Subcontractors will be required to maintain the same level of insurance.

Section 7: Site Inspection Prior to Bid and Proposal Requirements

An optional, pre-bid walkthrough will be held for this project on August 11, 2025 @ 11:45AM. Site access to the premises can be arranged for investigation by Amelia Barker-King at 269-823-3572 or amelia@bartongroupllc.com if the pre-bid walk time does not work.

It is Cass County Land Bank Authority's understanding that sufficient information is included within this RFP to inform bidding decisions, and a question-and-answer period has been included within the bidding process. Therefore, any misunderstanding of the project scope or level of effort required to complete the requested scope of work will not release the Selected Bidder from any responsibility outlined within this RFP. Change Orders will only be considered for the scope of work clearly outside the scope of this RFP.

The following shall be the minimum contents of the proposal: the completed Bid Form, identification of any subcontractors expected to be retained for the project, a copy of all applicable licenses/accreditations, proof of bid bond, and proof of insurance or a letter from the vendor's insurance company indicating insurance can be obtained in accordance with the specific terms identified in Appendix A.

The Bid Form shall be submitted by email with the following subject: "Marcellus Bid Stabilization." To be considered, electronic proposals must be received by email addressed to Amelia@bartongroupllc.com by 9:50AM on August 26, 2025.

Request for Proposal
General Contractor – Stabilization Activities

Bids will be opened by the County Treasurer and the Barton Group immediately following the submission deadline on August 26, 2025 virtually on teams.

Bids will be considered by members of Cass County Land Bank Authority and the Barton Group. It is anticipated, but not required, that a bid decision will be made on August 27, 2025.

Bids submitted may not be withdrawn or modified for 60 days following the date on which they are opened by the County Treasurer unless requested by Cass County Land Bank Authority or its representative.

Questions regarding this RFP shall be submitted by email by August 15, 2025 and directed to Amelia Barton-King listed below:

Amelia Barker-King
The Barton Group
Amelia@bartongroupllc.com

Responses to questions will be available on August 18, 2025 by the end of day.

Section 8: Bid Form - Stabilization for 138-140 E Main Street Marcellus, MI

The undersigned hereby declares that the instructions and specifications, including all appendices, have been carefully examined and that the windows, doors, stabilization, tuck pointing, and structural sound framing for 138-140 E Main Street Marcellus, MI, will be done for the prices set forth 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 Cass County reserves the right to reject any and/or all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of Cass County.

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

Cost to complete the general requirements and scope of work		
138-140 E Main Street Marcellus, MI	\$	
TOTAL BID	\$	
Proposed Completion Schedule (may be attached)		

Please check the following:

☐ I acknowledge that the work for stabilization will be furnished within a maximum of 20 weeks from executing a contract.

Additional Questions required to complete the Bid Form. Information to be provided in a supplemental document.

1. How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information of the owner, president, managing partner, or CEO.
2. Please provide the name and work experience of the Project Manager you are assigning to this contract. This Project Manager will be the main contact for the county and will oversee contract compliance, timeliness, and work quality.
3. Attach any professional licenses/certifications of the company or employees assigned to this contract as applicable to this project.
4. Attach a list of proposed subcontractors. List of subcontractors (company name, address, phone, email, and all owner/principal name(s)) and the tasks for which they will be used. The VBLBA will determine whether each proposed subcontractor is eligible to do business on a federally funded contract and will inform the contractor if any are ineligible.
5. Has your company had a similar contract terminated for cause within the last three years? If yes, please explain.
6. Has your company received any violations in the last five years? If yes, please list and explain how the violations were resolved.
7. Please provide the names, phone numbers, and email addresses of at least three customers for whom you have completed similar environmental services within the last five years. If possible, these customers should be government or public entities.
8. Attach a bid bond.

I hereby state that I have the authority to submit this Proposal on behalf of the undersigned. I hereby state that I have not communicated with, nor accepted anything of value from, any official or employee of Cass county regarding this Request for Proposals.

This Bid is Presented By:

Company Name

Authorized By (Printed Name/Title)

Authorized Signature

Date

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 into 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 By (Printed Name/Title)

Authorized Signature

Date

APPENDIX A — Insurance Requirements

The Selected Bidder, and all their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this attachment. All coverages shall be with insurance companies licensed and admitted doing business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Cass County Land Bank Authority.

Workers' Compensation Insurance: The Vendor 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.

Commercial General Liability Insurance: The Vendor 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.

Motor Vehicle Liability: The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, 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 non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: Cass county, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof; and Fishbeck.

Cancellation Notice: 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: Amelia@bartongroupllc.com

APPENDIX B — Bidder's Checklist

	Checklist Items
	1. Completely reviewed this Invitation to Bid document and understand all requirements. You must return the complete Bid Form and required attachments.
	2. Calendar check — bid must be submitted by August 26, 2025, at 9:50AM.
	3. Completed required Bid Form and required attachments (pg. 8–10) and returned with Bid Packet.
	4. Completed required non-Iran linked business certification form (pg. 11) and returned with Bid Packet.
	5. Required attachment — proof of insurance or proof of insurability from insurance agent,
	6. Required attachment – Bid bond

Attachment 1 – Required Federal and State Provisions

On March 11, 2021, the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) were established, as part of the American Rescue Plan Act (“ARP”), to support the response to a recovery from the COVID-19 pandemic. Pursuant to the SLFRF, ARP funding was directed to the State of Michigan (the “State”) which appropriated a portion to the SLBA for the purpose of creating a Program to address the impacts of COVID-19. The State of Michigan (by 2023 P.A. 1) appropriated a portion of this funding to the State Land Bank Authority’s (“SLBA”) Blight Elimination Program for this purpose (“Program Funds”). The CCLBA has received grant funding from the SLBA’s Blight Elimination Program to fund activities which are the subject matter of the Agreement to which this Exhibit pertains. As a recipient of Program Funds, the CCLBA is obligated to ensure that the use of these federal funds complies with SLFRF. Pursuant to this obligation, this Agreement and Contractor are therefore subject to the following additional Federal and State Requirements:

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 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 evidence 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 FOR CAUSE.

A. This Agreement may be terminated by the CCLBA, for among other things, as follows:

- a. Upon 10 days written notice to the Contractor:
 - i. If the 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 CCLBA for the purpose of obtaining this Agreement or any payment under this Agreement;
 - iii. If the CCLBA finds that the 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 CCLBA 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 CCLBA 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 are compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor; or
 - vi. Fails to cure a breach within the time period specified in a notice of breach provided by the CCLBA.
- b. Immediately and without further liability to the CCLBA 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 CCLBA, reflects on Contractor's business integrity; or
 - v. Added to the federal or state Suspension and Debarment list.
- B. If the Agreement is terminated for cause, or if the CCLBA 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 CCLBA reserves the right to require the Contractor to repay all or a portion of the funds paid to it under this Agreement.
- C. Contractor must pay all reasonable costs incurred by the CCLBA 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 CCLBA incurs.
- D. If the CCLBA 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 for convenience as provided in this Agreement, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

E. TERMINATION FOR CONVENIENCE. The CCLBA may fully or partially terminate this Agreement for its convenience, for any reason or no reason, if the CCLBA determines that a termination is in the CCLBA's best interest. Reasons for the termination are within the sole discretion of the CCLBA and may include: (a) the CCLBA 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 CCLBA; (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 CCLBA. The CCLBA may terminate this Agreement for its convenience by giving Contractor notice at least thirty (30) days before the date of termination. If the CCLBA chooses to terminate this Agreement in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

F. 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."

G. 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.

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 non-ferrous 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.

L. 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.

M. 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.

O. LEAD RENOVATION, REPAIR, AND PAINTING PROGRAM

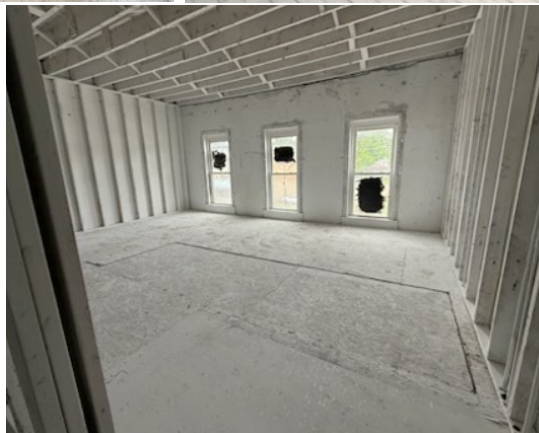
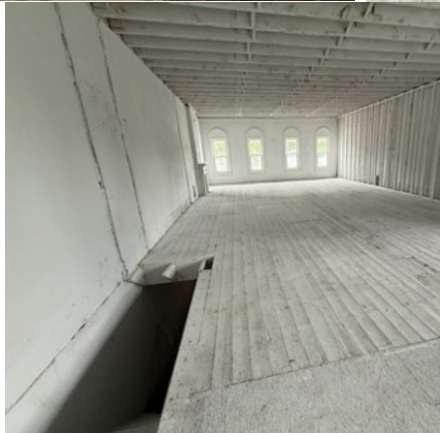
Prohibition of Use of Lead-Based Paint. The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations promulgated at 24 CFR Part 35, 24 CFR 570.608, and 24 CFR Section 745, Subpart E, as applicable. The Contractor and his/her subcontractors shall comply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

P. 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.

Attachment 2 – Pictures



Request for Proposal
General Contractor – Stabilization Activities



Attachment 3 – Wage Determination

"General Decision Number: MI20250080 07/04/2025

Superseded General Decision Number: MI20240080

State: Michigan

Construction Type: Building

County: Cass 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:		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.	

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

0	01/03/2025
1	01/24/2025
2	02/21/2025
3	04/04/2025
4	05/23/2025
5	06/06/2025
6	07/04/2025

ASBE0075-002 06/01/2024

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR.....\$ 35.50 29.04

* BOIL0169-001 07/01/2025

Rates Fringes

BOILERMAKER.....\$ 43.50 36.74

BRMI0009-031 08/01/2024

Rates Fringes

BRICKLAYER.....\$ 35.21 24.26
TILE FINISHER.....\$ 26.24 21.13
TILE SETTER.....\$ 27.35 22.20

CARP0525-002 06/01/2023

Rates Fringes

CARPENTER, Includes Drywall
Hanging, and Form Work.....\$ 28.29 21.42

ELEC0153-004 06/01/2023

Rates Fringes

ELECTRICIAN.....\$ 39.50 27.08

ENGI0324-002 06/01/2024

Request for Proposal
General Contractor – Stabilization Activities

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.28	25.25
GROUP 2.....	\$ 43.93	25.25
GROUP 3.....	\$ 42.25	25.25
GROUP 4.....	\$ 39.57	25.25
GROUP 5.....	\$ 39.57	25.25
GROUP 6.....	\$ 33.37	25.25
GROUP 7.....	\$ 31.23	25.25

FOOTNOTES:

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, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump;
Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper;
Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over
20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0292-002 06/01/2020

	Rates	Fringes
IRONWORKER, REINFORCING AND		
STRUCTURAL.....	\$ 31.75	22.84

LABO0355-022 06/01/2024

Request for Proposal
General Contractor – Stabilization Activities

Rates Fringes

LABORER

Common or General; Grade

Checker; Mason Tender -

Brick; Mason Tender -

Cement/Concrete;

Sandblaster.....\$ 28.56 12.95

Pipelay.....\$ 20.34 12.85

PAIN0312-004 06/12/2024

Rates Fringes

PAINTER: Brush and Roller.....\$ 33.45 9.62

PAINTER: Spray.....\$ 22.75 11.94

PLAS0016-014 04/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 24.63 12.88

PLUM0172-004 05/28/2018

Rates Fringes

PIPEFITTER, Includes HVAC

Pipe and Unit Installation.....\$ 33.60 19.36

PLUMBER, Excludes HVAC Pipe

and Unit Installation.....\$ 33.60 19.36

ROOF0023-002 06/01/2024

Rates Fringes

ROOFER

Composition.....\$ 34.55 21.04

Slate & Tile.....\$ 36.05 21.04

SHEE0020-033 07/01/2019

Rates Fringes

SHEET METAL WORKER (Including

HVAC Duct Installation;

Excluding HVAC System

Installation).....\$ 29.73 24.11

* SUMI2011-005 02/01/2011

Rates Fringes

IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation.....	\$ 10.38 **	0.50
OPERATOR: Bulldozer.....	\$ 19.68	6.64
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 17.26 **	11.42
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18
TRUCK DRIVER: Flatbed and Lowboy.....	\$ 14.50 **	0.44

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
 - b) an existing published wage determination
 - c) 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"