BID SPECIFICATIONS

FOR

IMPLEMENTATION OF U.S. EPA BROWNFIELD SOIL REMEDIATION AT FORMER LEELANAU COUNTY GOVERNMENT COMPLEX
301 E. CEDAR ST.
LELAND, MICHIGAN

Prepared for Property Owner:

Leelanau County Brownfield Redevelopment Authority (LCBRA)
8527 E. Government Center Drive, Suite 108
Suttons Bay, Michigan 49682

Prepared with the Assistance of:
Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(800) 272-7802

May 26, 2016

BID FORM

Implementation of U.S. EPA Brownfield Cleanup Loan
at
Former Leelanau County Government Complex Site
301 E. Cedar St.
Leland, Michigan

This Bid is submitted to:

Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
Project Manager – Erik Peterson
(800) 272-7802

Introduction and General Scope of Project

The subject property is the Former Leelanau County Government Complex site located at 301 E. Cedar St., Leland, Michigan. The property is situated within an area of primarily residential development within the Village of Leland. The Leland River defines the western property boundary. The property currently consists of multiple separate legal parcels occupying a combined approximately 2.8 acres. It is currently owned by the Leelanau County Brownfield Redevelopment Authority (LCBRA). In 1882, Leelanau County started to use the Government Complex for various government offices. As of September 2007, the buildings located on the site were in the process of being vacated; the County had completely moved operations from the property by early February 2008. All former County buildings have been razed and the site is currently vacant; with the exception of the historic Old County Jail which will remain subsequent to redevelopment.

The LCBRA has entered into a purchase agreement for the sale of the property to be redeveloped with private residences.

Environmental assessments of the site have identified metals impact to shallow soils at select locations. The identified contaminant conditions represent a hindrance to the proposed residential redevelopment of the site.

The remedial project involves the excavation of the upper 3 feet of shallow soils from within four future residential lots (Decision Units) and six additional “hot spots” where metals have been identified at concentrations in excess of MDEQ Residential cleanup criteria. The excavated soils will be transported and disposed at Glen’s landfill and the pre-excavation site elevations will be restored through the placement of clean sand backfill, topsoil, and seeding.

This Bed Specifications document has been prepared detailing the scope of required activities.

The Leelanau County Brownfield Redevelopment Authority has designated employees of Envirologic Technologies, Inc. as Authorized Agents to sign any necessary waste profiles and disposal manifests, and to act on their behalf during implementation of this project. Any communications to the LCBRA shall be conducted through Envirologic.

DOCUMENT 00 4343
WAGE AND EQUIPMENT RATES FORM

Soil Remediation – Former Leelanau County Government Complex Site, Leland, Michigan

CONTRACTOR'S PERSONNEL AND EQUIPMENT RATES

To be attached by CONTRACTOR for potential time and material work after award as well as for Change Order pricing.

DOCUMENT 00 4516

CONTRACTOR'S QUALIFICATION FORM – GENERAL BUSINESS INFORMATION

Contractor's Name: _____

1. Experience Modification Rate (EMR) Number 2013 ____ 2014 ____2015____
2. Standard Bonding Capacity: _____
3. Maximum Bonding Capacity: _____
4. General Liability – Standard Insurance Limit:_____
5. General Liability – Maximum Insurance Limit: _____
6. Standard Auto – Standard Insurance Limit: _____
7. Standard Auto – Maximum Insurance Limit: _____
8. Contractor's Pollution Liability – Maximum Insurance Limit _____
9. Firm shall provide the proposed project manager's/site superintendent's resume demonstrating experience with this type of work.
10. <u>This project is subject to the prevailing wage requirements of the Davis Bacon Act.</u>
11. Number of employees on the payroll of the bidding contractor with:
    a. 40-hour training under OSHA 29 CFR 1910.120 _____
    b. Current refresher training under OSHA 29 CFR 1910.120 _____
    c. Lead Awareness Training _____
    d. Site Supervisor Training under OSHA 29 CFR 1910.120_____

<u>On site workers must have a current 40-hour HAZWOPER Training Certificate</u>

Number of employees on the payroll of the bidding contractor with all of the training listed above: _____

DOCUMENT 00 4536

FORMER LEELANU COUNTY GOVERNMENT COMPLEX SITE - SOIL REMEDIAITON

LELAND, MICHIGAN

EQUAL OPPORTUNITY STATEMENT

To Whom It May Concern:

It is the publicly stated policy of _____ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry or sex. With regard to employment, such nondiscrimination includes, but is not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, layoff or termination.

In all advertising for employment, subcontractors, or suppliers we (I) shall state all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry, or sex.

We (I) understand that any contract for the cleanup of the Former Leelanau County Government Complex site shall be in consideration of our maintaining the above-mentioned nondiscrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

NAME OF BIDDER (COMPANY) _____

SIGNATURE: _____

NAME (PRINTED):_____

TITLE _____

Bid Recipient

ARTICLE 1 – BID INFORMATION

1.01 This Bid is submitted to:

A. Envirologic Technologies, Inc. – Authorized Agent of The Leelanau County Brownfield Redevelopment Authority (LCBRA).

B. Sealed bids are due to Envirologic by June 17, 2016 at 4:00 p.m.
Sealed and labeled bids may be mailed or hand-delivered to:

Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, MI 49048
Attention: Erik Peterson – Project Manager

An on-site Pre-Bid Meeting will be held at 1:00 p.m. June 9, 2016.

Bids will be opened and read aloud at 4:00 p.m. June 17, 2016.

The winning bidder will be announced June 20, 2016.

C. Questions regarding the bid document will be accepted prior to the Pre-Bid Meeting and until June 13, 2016 in writing and can be directed to:

Erik Peterson
Envirologic Technologies, Inc.
(269) 342-1100
Email: epeterson@envirologic.com

Questions and answers will be distributed to all bidders requesting a bid package on June 15, 2016.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Envirologic Technologies, Inc. in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this bid and in accordance with the other Terms and Conditions of the Bidding documents.

The three lowest responsive bidders may be invited to participate in an interview, at which time they will be able to answer Envirologic Technologies, Inc.'s questions and to further discuss their approach to this project.

1.03 The undersigned Bidder proposes and agrees to obtain a Performance and Labor/Materials Bond for project activities.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the Terms and Conditions of the Instructions to Bidders including, without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree in writing upon request of Envirologic Technologies, Inc.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
C. Bidder is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
D. Bidder has carefully studied the information provided in the Bidding Documents, as well as information gained from thoroughly touring the project site.
E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures expressly required by the Bidding documents; and (3) Bidder's safety precautions and programs.

Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding documents.

Bidder is aware of the general nature of work to be performed by the LCBRA and others at the Site that relates to the Work as indicated in the Bidding Documents.

Bidder has given Envirologic written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Envirologic is acceptable to Bidder.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of an undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

` B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01D:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process:

2. "Fraudulent practice" means an intentional representation of facts made (a) to influence the bidding process to the detriment of LCBRA, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive LCBRA of the benefits of free and open

competition:

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of LCBRA, a purpose of which is to establish bid prices at artificial, noncompetitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Bidding Documents for the following LUMP SUM BID PRICE:

Item	Price ($)
1. Decision Units DU-1A, DU-3A, DU-6A, and six 10 ft. x 10 ft. "hot spots": Excavation of contaminated soil to 3 ft. Excavation of cyanide "hot spot" to be completed to depth of 5 ft., load and transport contaminated soil to Glen's Landfill for disposal (landfill to invoice LCBRA directly), elevation restoration involving placement of clean backfill with compaction, placement of 0.5 ft. of topsoil, placement of grass seed mix, and associated project requirements.	
2. Decision Unit DU-10: Excavation of contaminated soil to 3 ft., load and transport contaminated soil to Glen's Landfill for disposal (landfill to invoice LCBRA directly), elevation restoration involving placement of clean backfill with compaction, placement of 0.5 ft. of topsoil, placement of grass seed mix, and associated project requirements.	
3. Down time (By Change Order) Daily rate for down time:$_____ Assume up to five (5) continuous week days for down time waiting for laboratory analysis from samples at the base of the excavations.	
4. Performance and Labor/Materials Bond.	
TOTAL	

5.02 Bidder will complete the Work in accordance with the Bidding Documents for the following UNIT RATE PRICE:

Item	Price ($)/cubic yard
1. Excavation of additional 1 ft. of shallow soil from select remedial areas. At direction of Envirologic Technologies, Inc. complete the excavation, load and transport to Glen's Landfill of 1 additional foot of contaminated soil from within remedial areas where sampling results indicate the continued presence contaminants in excess of MDEQ Residential cleanup criteria. Glen's Landfill to invoice LCBRA directly. Elevation restoration involving placement of clean backfill with compaction, placement of 0.5 ft. of topsoil, placement of grass seed mix, and associated project requirements.	

If design modifications after Award of Contract result in increases or decreases of work quantities, the Contract Price is to be adjusted by Change Order on the basis of the unit prices set forth on Document 00 4343, Wage and Equipment Rate Form.

Adjustment prices are subject to acceptance by Envirologic Technologies, Inc., and rejection of one or more adjustment prices will not invalidate acceptance of this Bid.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the Contract Documents and the Agreement between Envirologic Technologies, Inc. and Contractor.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following completed documents are to be submitted and made a condition of this bid:

A. Pricing Sheet (Page 9);
B. Document 00 4343, Wage and Equipment Rate Form;
C. Document 00 4516, Contractor's Qualification Form – General Business Information
D. Document 00 4536 – Equal Opportunity Statement
E. Copy of Drug-Free Work Place Policy/Program.

F. Copy of Affirmative Action Program.

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid is submitted by:

SUBMITTED ON _____, 2016

By: _____ (firm or corporation name)

By: _____ (name of person authorized to sign)

Title: _____

Bidder's Business Address:

_____

_____

Phone No. _____ Fax No. _____
E-mail _____ State Contractor License No. _____

SECTION 01 0000

PART 1 – GENERAL

1.01 FIELD CONDITIONS AND DIMENSIONS

A. Prior to ordering equipment or materials, preparing work plans, or performing work, verify site dimensions, details and conditions that may affect the work. No allowance of additional compensation will be considered for discrepancies between dimensions indicated in drawings or bid documents and actual field dimensions, or for failure to comply with this requirement.

B. Prior to initiating remedial activities, the contractor shall utilize the existing provided legal survey of the property to complete staking clearly marking the remedial boundaries and dimensions. Additionally, the Contractor shall complete the placement of stakes across the areas subject to excavation marked to delineate existing grade. This will allow measurement of three vertical feet below grade from the ground surface in areas to be excavated.

1.02 MATERIALS AND SUBSTITUTIONS

A. Materials other than those specifically identified will be given equal consideration provided that written approval for the substitution is obtained from Envirologic Technologies, Inc.

B. Assume responsibility for cost incurred by dimension changes and weight changes resulting from accepted substitutions.

1.03 WORKMANSHIP

A. Assume responsibility for project means, methods, techniques, sequence and procedures for coordinating the work.

B. Provide an authorized representative at the site at all times during working hours to receive and execute orders by LCBRA and/or their authorized agent.

1.04 CODE AND REGULATION COMPLIANCE

A. Comply with all applicable federal, state and local codes and regulations relating to buildings, employment, preservation of public health and safety, environmental compliance, use or closure of streets and sidewalks, and the performance of the work.

B. Assume responsibility for work performed that is known or should have been known to be contrary to existing laws, rules or regulations and for failure to give such notice to the LCBRA. Bear all costs arising there from and hold the LCBRA and their authorized agent harmless for violations.

1.05 STORAGE

A. Store all materials and equipment in a neat and orderly fashion. Arrange materials and equipment to maintain full access to and within the site.

1.06 SECURITY

A. Provide an appropriate level of security for Contractor's equipment and supplies. The LCBRA and their authorized agent will not be responsible for any damage to Contractor's equipment or theft of any supplies.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 SAFETY

A. Safety is of absolute importance. Assume sole responsibility for initiating, maintaining and supervising safety precautions and programs associated with the work. Do not jeopardize the safety of the general public or those working on the site.

B. Perform work in accordance with applicable Construction Safety Standards rules and regulations established by OSHA and MIOSHA. The selected firm will document that personnel conducting onsite activities have completed appropriate HAZWOPER training and re-certifications.

C. Furnish and maintain adequate barriers, signs, lights or other safety measures at all dangerous locations for the protection of personnel and the general public. Provide and erect such safety precautions in accordance with federal, state and local codes and requirements. Remove safety measures upon completion of the work.

D. Hold the LCBRA and their authorized agent harmless from damage or claims arising out of injury or damage that may be sustained by any person or persons as a result of the work.

3.02 PROTECTION OF PROPERTY

A. Coordinate all work operations so that disruption to normal operations in nearby homes and buildings is minimized. Residences located immediately adjacent to the subject site will continue to be occupied during the completion of the requested services. The Contractor will make every effort to minimize inconvenience with these residences, which includes conducting work during reasonable hours of the day.

B. Confine equipment, storage, debris and the operations and movement of men and material within the physical and time limits directed by the LCBRA and their authorized agent. Ensure that activities comply with applicable local codes, traffic, safety and fire regulations of local authorities.

C. During work operations provide protection for existing nearby homes and buildings, utilities, walks, drives, and landscaping. Repair or replace building components or property damaged during the work to match its condition before the damage and to the satisfaction of the LCBRA. If the contractor fails to repair or replace such damage, the LCBRA reserves the right to have the work done by others and, if so, the costs of such work will be charged to the contractor.

D. Hold the LCBRA and their authorized agent harmless against all claims of damage or alleged damage to any structure arising out of the work under this contract.

3.03 FIRE SAFETY

A. No open fire is permitted on the site at any time.

B. Take all precautions to eliminate possible fire hazards at the site. Store flammable materials in approved containers in well ventilated areas. Avoid storage of large quantities of flammable materials at the site.

3.04 SURVEY

A. A legal survey of the property has been completed and will be provided to the contractor. The contractor shall utilize the survey to complete staking clearly demarcating the remedial excavation boundaries and dimensions. Additionally, the contractor shall complete the placement of stakes across the areas subject to excavation marked to delineate existing grade. This will allow measurement of three vertical feet below grade from the ground surface in areas to be excavated.

SECTION 01 1100

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SUMMARY

A. The work includes execution of a U.S. EPA Brownfield Cleanup Loan funded action. The tentatively approved Soil Erosion and Sedimentation Control (SESC) permit is attached.

B. The work includes:

a. Utilize existing survey to complete staking of property dimensions and appropriate elevations to complete excavations to a depth of three to five feet deep in certain areas.

b. Removal and disposal of any potential surface debris/refuse.

c. Excavation of contaminated soil from specified areas of the property boundary, load and transport contaminated soil to Glen's landfill. Glen's Landfill will invoice the LCBRA directly for tipping fees.

d. Misting for dust control during all soil excavation and deposition activities. Minimization of the potential uncontrolled transport of impacted soils during excavation through the cleaning of excavated soil clinging to outside of trucks/equipment and truck/equipment tires/tracks prior to trucks/equipment leaving the site. Additionally, sweeping of the streets at ingress/egress points of the site will also be used to ensure that potentially impacted soils are appropriately removed from the area and disposed.

e. Silt fencing will be put in place where necessary to control soils and eliminate potential soil loss due to erosion. Project will proceed in accordance with the SESC permit.

f. Visual dust monitoring as specified in the contract document.

g. The completed remedial excavations will remain open until the completion of verification of soil remediation sampling and receipt of laboratory analytical results by the authorized agent (approximately 5 days).

h. If unacceptable laboratory analytical results are received within any given excavation an additional 1 foot of soil will be excavated, loaded, and transported to Glen's landfill. The remedial excavation will again remain open until the completion of verification of soil remediation sampling and receipt of laboratory analytical results by the authorized agent (approximately 5 days).

i. Upon receipt of satisfactory analytical results restoration of the pre-excavation elevations will be completed through the placement of compacted clean fill material overlain with 0.5 feet of topsoil. The

contractor must provide analytical data demonstrating that the sand and topsoil proposed to be used meets the MDEQ residential cleanup criteria.

j. Contractor is responsible for screening the topsoil with a maximum screen size of 3/8".
k. Contractor is responsible for transporting materials, spreading material, compacting, smoothing and raking the fill material.
l. Cultipack the topsoil followed by placement of hydromulch over the Native Connections 'Budget Prairie Mix' native prairie seed mix or an equivalent mix.
m. Complete follow-up watering of seeded areas until visible growth evident (minimum of two weeks).
n. Provide copies of disposal documentation and other project related documentation.
o. Contractor shall replace any sidewalks damaged during completion of field work.
p. The Contractor shall make every reasonable effort to utilize minority and women business enterprises (MBE/WBE) for subcontracted work when feasible.
q. The project is subject to Davis-Bacon wage requirements. The contractor shall complete the following in support of Davis-Bacon compliance:
    1. Davis-Bacon Terms and Conditions are attached to this Bid Specifications document. Additionally, Department of Labor Prevailing Wages documentation for heavy construction in Leelanau County are also attached to this Bid Specifications document.
    2. Erect signage and post Davis-Bacon wage poster protected from the elements;
    3. Provide payroll forms WH 347 weekly and make employees available for interview regarding Davis-Bacon compliance.
r. The Contractor is responsible for the restoration, to the satisfaction of the LCBRA, of any damage to the Old County Jail building during remedial activities.
s. The Contractor shall obtain a Performance and Labor/Material Bond for project activities.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 CONTRACT TIME

A. The Contractor shall provide as part of the bid response a schedule of the timing for the completion of all field activities. The field activities shall be completed no more than 15 business days from contract award.

B. The contractor shall initiate the project immediately upon Envirologic's authorization and diligently pursue completion of the project as described above.

SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes submittal requirements for project.

1.02 SUBMITTALS REQUIRED AFTER NOTIFICATION OF CONTRACT AWARD

A. Prior to initiating field activities after receiving the notification of contract award, submit the following to Envirologic:
   a. Insurance Certificate(s). The LCBRA shall be named as additional insured.

1.03 SUBMITTALS REQUIRED BEFORE NOTIFICATION TO PROCEED

A. Project Work Plan, including map of access routes, schedule, etc.
B. Dust Control Plan
C. Soil Erosion and Sediment Control Plan and Permit (provided by Envirologic)
D. Site Specific Health and Safety Plan
E. List of Contacts including emergency after-hours telephone numbers
F. Documentation of 40-hour HAZWOPER training for all on-site workers assigned to project
G. Other Work Plans or information required by the Contract Documents or requested by LCBRA/authorized agent.
H. Signed Sub-Contractor's Services Agreement

1.04 SUBMITTALS REQUIRED DURING PROJECT

A. Disposal manifests/bills of lading from Glen's landfill where soil is disposed (Glen's to invoice LCBRA directly for tipping fees).
B. Other submittals required by the contract document

1.05 SUBMITTALS REQUIRED AFTER PROJECT

A. Notice of Completion
B. Submittals required by Section 01 7800 Project Close Out

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 SUBMISSION REQUIREMENTS

A. Provide submittals to LCBRA's authorized agent in writing with a transmittal letter clearly indicating the date and contents of the submittal.
B. If submittals require LCBRA approval, response will be provided to contractor in within a reasonable time period, estimated to be 72 hours. The response will be noted as either "no exceptions taken" or "revise and resubmit". All other submittals provided to the LCBRA are for "Information Only" purposes.

SECTION 01 5200

CONSTRUCTION FACILITIES

PART 1 – GENERAL

1.01 SUMMARY

A. Furnish, install and maintain temporary facilities required for project completion. Remove the temporary facilities upon completion of the project.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code, OSHA, MIOSHA, MDEQ, EPA, Building Officials and Code Administrators (BOCA), Leland Township, and Leelanau County codes and ordinances.

1.03 SITE ACCESS AND PARKING

A. Construct access as needed with suitable grades and widths and avoid sharp turns, blind corners and dangerous cross traffic.
B. Prior to start of project, submit a map of the area indicating the streets and roads within the municipality that the contractor will use for travel off the project site. Contractor shall coordinate with Leland Township to determine the most appropriate travel route for truck traffic.
C. Comply with applicable safety requirements, weight restrictions, and speed limits.
D. Track out: minimize the quantity of dirt and debris leaving the site. Inspect all vehicles leaving the site. Clean roads as necessary and when requested by LCBRA/authorize agent at no additional cost.
E. No track-mounted equipment shall be allowed on public roads.
F. At all times, provide emergency access to property for local police, fire, ambulances and other emergency vehicles to protect life, health and property.

1.04 TRAFFIC MAINTENANCE AND CONTROL

A. Do not close streets or roads without authorization by the Agency with jurisdiction over the roads. Prior to closing the road, provide LCBRA with copy of the Detour Plan approved by the Agency with jurisdiction over the roads.
B. Contractor shall maintain and protect traffic on all affected roads throughout the construction period. Measures for the protection and

diversion of traffic, include but are not limited to the following: provision of watchman and flag men, erection of barricades, placing of lights around and in front of equipment and the work, erection and maintenance of adequate warning signs such as danger and direction signs. The aforementioned measures shall be as required by the State, County, Leland Township, and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads, streetscapes and sidewalks caused by construction operations. The Contractor shall minimize public road impacts from construction operations.

C. The Contractor shall install and maintain reflective barricades around the work areas to ensure the safety of vehicles and persons during the implementation of all field operations and until final inspection and approval has been given by Envirologic Technologies, Inc.

1.05 TEMPORARY UTILITY SERVICES

A. The Contractor shall notify MISSDIG and request marking of all utilities 72 hours prior to initiation of sub-grade excavation activities. The Contractor shall be responsible for repair/replacement of any public or private utilities damaged during completion of work.
B. Furnish and install all temporary facilities and controls required by the work and remove them upon completion of the work.
C. Arrange for utility services as required.
D. Coordinate use of utilities with Leland Township or utility provider as appropriate.
E. Acquire any permits required by local agency to access water.
F. Assume responsibility for installation, maintenance and removal of temporary sanitary facilities for use by construction personnel and LCBRA's representatives. Maintain such facilities in a neat and sanitary condition acceptable to LCBRA and authorized agent.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

SECTION 01 5719

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 – GENERAL

1.01.1 SUMMARY

A. Employ misting as a method of dust control during all soil excavation and deposition activities to limit potential migration of contaminants.
B. If visible dust is observed emanating onto adjacent offsite properties, immediately stop work and implement corrections to eliminate the migration of dust onto adjacent properties.

1.01.2 SUBMITTALS

A. Submit a Dust Control Work Plan that includes:
   a. Means, methods and procedures proposed for misting dust control.
   b. Corrective measures to be employed if visible emissions are observed.

3.01 WATERING

A. Do not create hazardous or objectionable conditions such as ice, flooding, pollution, and electrical shock.
B. Cover and protect all nearby manholes and catch basins to prevent silting.

SECTION 01 7800

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes requirements for project closeout

1.02 GENERAL

A. Upon completion of work detailed in the Contract Documents, schedule a meeting with the LCBRA or their authorized agent at the project site to close out the project. Conduct a walk-through highlighting remediated areas, condition of neighboring roads used for ingress/egress, and other applicable points of interest.
B. Upon review, the LCBRA and/or authorized agent will provide a punch list of items to be completed. Address the punch list items to satisfaction of LCBRA/authorized agent.
C. Provide LCBRA with final project report that includes, but is not necessarily limited to, the following:

    a. Copies of all documentation pertaining to disposal of contaminated soil.
    b. Copies of all clearances, notifications and permits.
    c. Final request for payment
    d. Waivers of Lien from all subcontractor and suppliers employed on this project.
D. Upon receipt of request for final payment, Envirologic Technologies, Inc. will review the request to determine if the project is substantially complete. If so determined, then Envirologic will recommend approval to LCBRA for the final payment request within seven calendar days of receipt, or provide the Contractor with written notice stating why the request was not approved.
E. The successful bidder understands that this project is being funded by an EPA Brownfield Cleanup Loan issued by the Environmental Protection Agency. The invoice for the project will be submitted to the LCBRA for review and approval. Payment terms will be no more than sixty (60) days from receipt of approved invoice and associated documentation.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

SECTION 02 4100

SCOPE OF WORK

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes summary of work required

1.02 WORK REQUIRED

A. Excavation, Load, Transport of Contaminated Soil, Elevation Restoration

a. A sedimentation and erosion control (SESC) permit has been obtained. Provide sedimentation and erosion control measures as required in the approved permit. Post SESC permit on project site protected from the elements.
b. Excavate contaminated soil as described in SESC permit. Leave stakes marking vertical grades in place throughout project, replacing any stakes removed.
c. Load and transport excavated soils to Glen's landfill for disposal. Glen's landfill to invoice the LCBRA directly for tipping fees.
d. Excavations to remain open during completion of sampling and laboratory analysis (approximately 5 days).
e. If unacceptable laboratory results received, complete the excavation of additional 1 foot of soil, load, and transport to Glen's landfill. Tipping fees to be invoiced directly to LCBRA.
f. Pre-excavation elevations to be restored through the placement and compaction of clean sand backfill and 0.5 feet of topsoil. Provide required analytical data demonstrating that fill and topsoil meet MDEQ residential cleanup criteria. Backfill material shall consist of clean, compactable, granular material (sand).
g. Backfill material shall be capable of being compacted to 95% of Standard Proctor Density. Backfill material must be free of trash, debris, roots, and other organic matter, or stones larger than two (2) inches in any dimension. Satisfactory materials shall be placed in horizontal layers and adequately compacted so that differential settling is minimal.
h. Cultipack the topsoil followed by placement of hydromulch over the Native Connections 'Budget Prairie Mix' native prairie seed mix or an equivalent mix. Complete appropriate follow-up watering of seeded areas until new growth is evident (minimum of two weeks after application).

i. The Contractor shall employ renewable/alternative energy and/or green cleanup measures during the project where feasible. This may include “no idle” policies to reduce air emissions and water conservation.

B. Final Cleanup

a. Upon completion of activities, sweep the adjacent streets and properly dispose of sweepings at Glen’s landfill.
b. Remove filter fabric from catch basins and drains after acceptable germination of applied seed mix.

PART 2 – EXECUTION

3.01 DUST CONTROL

A. Provide dust control in accordance with SECTION 01 5719.

3.02 Personal Protective Equipment (PPE)

A. The concentrations of lead in soil within remedial areas DU-1A and DU-3A exceed/approach the Residential Direct Contact criterion. The concentrations of lead in soil at these locations do not exceed the Non-Residential Direct Contact criterion. Contractor shall ensure all on-site personnel are equipped with appropriate Level D PPE.

3.03 CUT, LOAD, TRANSPORT, BACK-FILL, AND COVER

A. Excavate contaminated soil to depth of three (3) vertical feet at the staked remedial boundaries; excavate to a depth of five (5) vertical feet at the cyanide “hot spot”. Load and transport excavated material to Glen’s landfill. Glen’s Landfill to invoice LCBRA directly for tipping fees.
B. Subsequent to receipt of acceptable confirmatory sampling results, restore elevation through the placement of fill sand and 0.5 ft. of topsoil.
C. If necessary based upon preliminary sampling results complete the excavation, load and transport of an additional 1 foot of soils from select remedial areas as directed by Envirologic Technologies, Inc.
D. Cultipack the topsoil followed by placement of hydromulch over the Native Connections ‘Budget Prairie Mix’ native prairie seed mix or an equivalent mix.
E. Complete appropriate follow-up watering until visible growth is evident (no less than two weeks after application).

F. Sweep adjacent streets upon completion of excavation and backfilling operations.
G. Remove filter fabric from catch basins and drains after acceptable germination of applied seed mix.

ATTACHMENT

SOIL EROSION AND SEDIMENTATION CONTROL (SESC) PERMIT

LEELANAU CONSERVATION DISTRICT
8527 E. Government Center Dr., Suite 205
Suttons Bay, MI 49682
Phone: 231-256-9783 Fax: 231-256-7851

Date Received _____ Permit Number _____

Application Fee _____ Check No. _____ ☐ Visa ☐ MC

Make check payable to Leelanau CD

PERMIT APPLICATION FOR SOIL EROSION AND SEDIMENTATION CONTROL

PART 91 of Act 451 of 1994

1. APPLICANT (Place check below if applicant is the landowner or designated agent*)

Name ☐ Landowner ☒ Designated Agent* (Must provide written authorization or signature to secure permit for landowner)

Envirologic Technologies, Inc. – Mr. Erik Peterson

Address: 2960 Interstate Parkway

City	State	Zip Code	Phone#	Cell#
Kalamazoo	MI	49048	(269) 342-1100	(269) 615-1011

2. LANDOWNER (Address must be owner's permanent mailing address.)

Name: Leelanau County Brownfield Redevelopment Authority (LCBRA) – Mrs. Trudy Galla

Address: 8527 E. Government Center Drive, Suite 108

City	State	Zip Code	Phone #:	Cell #:
Suttons Bay	MI	49682	(231) 256-9812	NA

3. CONTRACTOR or EXCAVATOR

Name: To Be Determined via Bid Process

Address

City	State	Zip Code	Phone #:	Cell #:

4. LOCATION:

Township	Section	Town	Range	City/Village
Leland	9	30N	12W	Village of Leland

Subdivision	Lot No.	Tax ID Number	Street Address
		Multiple Parcels	301 E. Cedar St.

5. MDEQ Permit No: _____ (Attach or Provide Copy) or **N/A – Project not subject to MDEQ Permit.**

6. PROPOSED EARTH CHANGE: Project Type: ☐ Residential ☐ Commercial ☐ Land Reshaping

DESCRIBE PROJECT: Soil remediation involving the excavation of the upper 3 feet of soil within select "hot spots" and future residential redevelopment units. Existing elevations to be restored with clean backfill and topsoil subsequent to remediation.

Is the earth change area flagged? **Y N**

Size of Earth Change: Acres - 0.22 or Square Feet -

Distance to nearest Lake, Stream, or Wetland	Date Project to Start	Date Project to be Completed
Leland River – West Property Boundary	May 25, 2016	June 15, 2016

7. Name of on-site responsible person:	Phone #:	Cell #:
Envirologic Technologies, Inc. – Mr. Erik Peterson	(269) 342-1100	(269) 615-1011

I (we) affirm that the above information is accurate and that I (we) will conduct the above described earth change in accordance with Part 91 Soil Erosion and Sedimentation Control, of the Natural Resource and Environmental Protection Act, 1994 PA No. 451 as amended, applicable local ordinances, and the documents accompanying this application. ***By signing this application you are authorizing permission for the County Enforcing Agent to complete a site inspection of the property referenced in section 4 of this document.***

Landowner's Signature | Print Name | Date

Erik D. Peterson - Envirologic Technologies, Inc. - Erik Peterson 4/15/16

Designated Agent's Signature | Print Name | Date

Leelanau County Brownfield Redevelopment Authority (LCBRA)

Leelanau County Brownfield Redevelopment Authority (LCBRA)
County website: www.leelanau.cc

8527 E. Government Center Dr.
Suite 108
Suttons Bay MI 49682
Phone: (231) 256-9812 or
Toll Free (866) 256-9711, Ext. 6
Fax: (231) 256-0174

Mark Walter
Chairman

Kathy Egan
Vice-Chairman

Karen Zemaitis
Secretary/Treasurer

Trudy Galla, AICP
Director

April 20, 2016

Mr. Erik Peterson
Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, MI 49048

Re: Authorized Agent

Dear Mr. Peterson:

The office of the Leelanau County Brownfield Redevelopment Authority designates the employees of Envirologic Technologies, Inc. as Authorized Agents on behalf of the Leelanau County Brownfield Redevelopment Authority to sign any necessary County and State permits, waste profiles, waste characterization reports, waste manifests, and bill of ladings regarding the completion of soil remediation activities at the **Former Leelanau County Government Complex site**, Leland Township, located at 301 E. Cedar St., Leland, MI.

Sincerely,

Trudy J. Galla, AICP
Director
tgalla@co.leelanau.mi.us

cc: Mark Walter, Chairman

Soil Erosion and Sedimentation Control Plan (Refer to Rule 323.1703)
The issuance of the Part 91 permit does not waive the necessity for obtaining other federal, state and local permits.

Note: Plans must be attached
Plan Preparer's Name: Erik Peterson – Envirologic Technologies, Inc.
Phone #: (269) 342-1100 Cell #: (269) 615-1011

Information Required:
1) scaled map
2) site location sketch
3) proximity to lake or stream
4) limits of earth change
5) predominant land features
6) slope information
7) soils information
8) drainage facilities
9) timing and sequence
10) temporary SESC measures
11) permanent SESC measures
12) maintenance program for SESC measures

Legend
Indicates direction of drainage
→ → → →
Indicates location of earth change
####
Indicates Silt Fence where required
×—×—×—×

DIRECTIONS
Give clear and accurate directions to the site.

M-22 north to Downtown Leland. East on E. River St. to Chandler St. South on Chandler St. to project site. The site is bound to the east by Grand Avenue and to the west by the Leland River.

Refer to the attached Location Map.

SITE PLAN (Draw or attach copy)
Site plan must show limits of earth change.
Include placement of spoils and landscape restoration work.
Also show location and distance to water.

SEE ATTACHED MAPS/PLANS

Permit Application for Soil Erosion and Sedimentation Control

Former Leelanau County Government Complex Site - Leland

1) Scaled maps attached

2) Site location map attached

3) Proximity to lake/stream

    Leland River forms western property boundary

4) Limits of earth change

    Detailed on attached site plan. All earth change activities will be conducted outside of (upland of) the Ordinary High Water (OHW) mark, 100-year flood elevation, and delineated wetland.

5) Predominant land features on the site include:

    Historic jail building that will not be disturbed;

    A storm water retention pond that will not be disturbed;

6) Slope Information

    Elevations on attached survey detail slopes;

    Cross-sections detail slope along Leland River.

7) Soils Information

    Soils subject to earth change limited to the upper 3 feet. Based upon soil boring installation soils have generally been characterized as well sorted tan/brown sand. Gravelly fill sand and organic material encountered at select locations on site.

8) Drainage Facilities

    A storm water retention pond is located in the central portion of the site. The retention pond is connected to a drainage easement/swale located in the SW corner of the site. All remaining drainage is managed as sheet flow/direct infiltration to impervious surfaces.

9) Timing and Sequence

All activities are anticipated to be completed approximately three weeks from project initiation. Excavation of soils at any specific remedial location is anticipated to be completed in 1-2 days depending upon the size of the area. The excavated soils will immediately be loaded for offsite disposal at Glen's Landfill. There will be no stock piling of materials on site. The 3 ft. excavation at any given remedial location will remain open for approximately 5 business days as expedited laboratory analysis of verification samples is completed. Subsequent to receipt of satisfactory verification results the remedial excavation will immediately be restored to the existing elevation through the placement of 2.5 ft. of backfill and 0.5 ft. of seeded topsoil.

10) Temporary SESC Measures

Silt fencing will be installed surrounding all remedial locations during excavation activities. Dust controls will be utilized during excavation and trucks tires will be cleaned prior to leaving the site.

The west side of the remedial excavations at Decision Units 1A, 6A, and 3A will slope upland to reduce the potential for outwash/overflow during precipitation events.

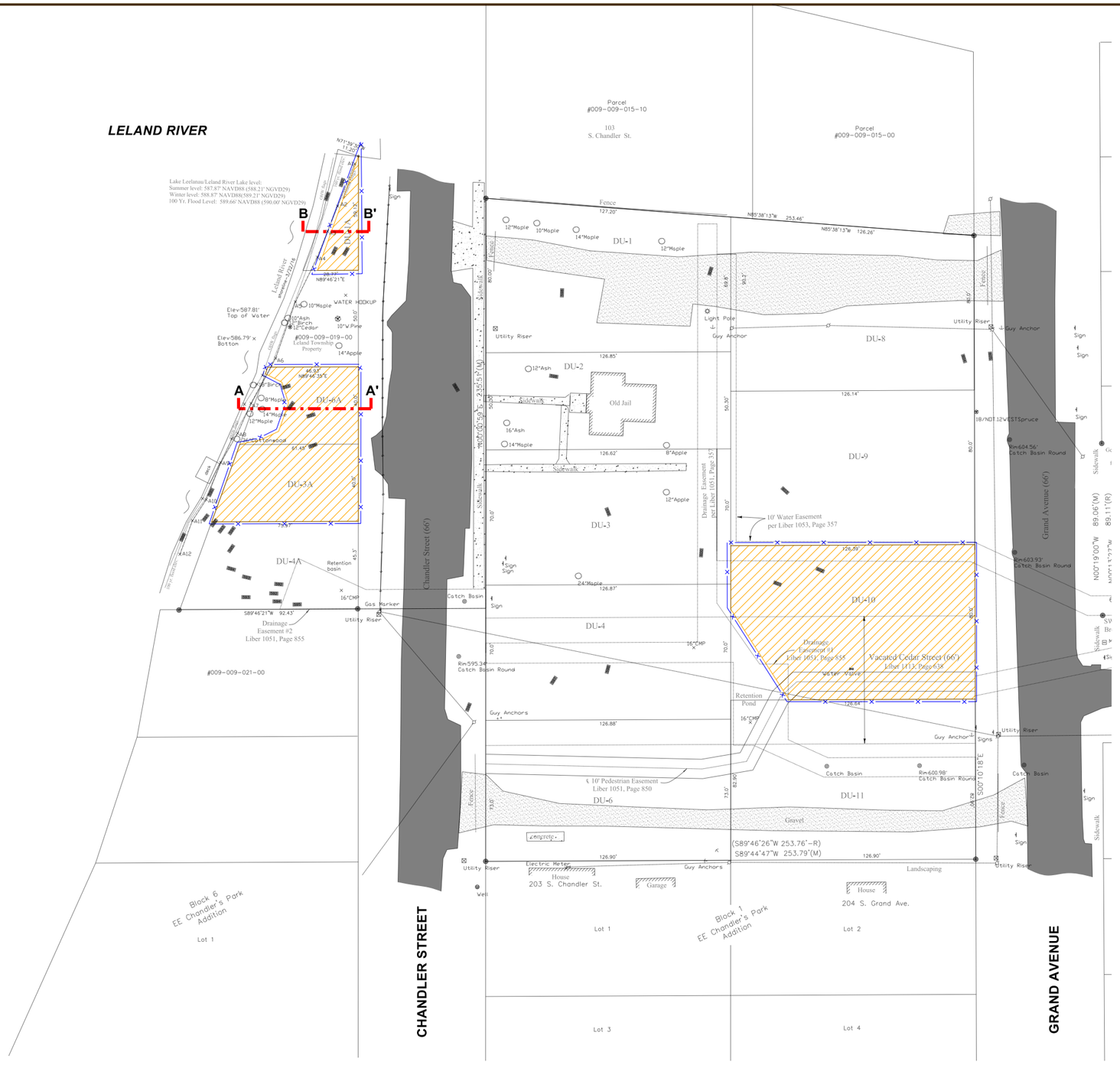
Within Decision Unit 6A the western limits of the remedial excavation will be dictated by the presence of root systems associated with existing Maple/Birch trees to support soil stability.

11) Permanent SESC Measures

Existing elevations will be restored at the completion of remedial activities. Restoration will include the placement of 0.5 ft. of topsoil and grass seeding.

12) Maintenance Program for SESC Measures

Silt fencing will be inspected daily during remedial activities. Subsequent to remedial activities straw will be placed over seeded areas. Weekly inspections will be conducted until demonstrated presence of established new growth.



LEGEND

DU = INCREMENTAL SAMPLING METHODOLOGY (ISM) DECISION UNIT

SILT FENCE

AREA OF EARTH CHANGE

SCALE 1" = 60'

0 10 20 30 60 120

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

FORMER LEELANAU COUNTY COMPLEX

301 CEDAR STREET
LELAND, MICHIGAN

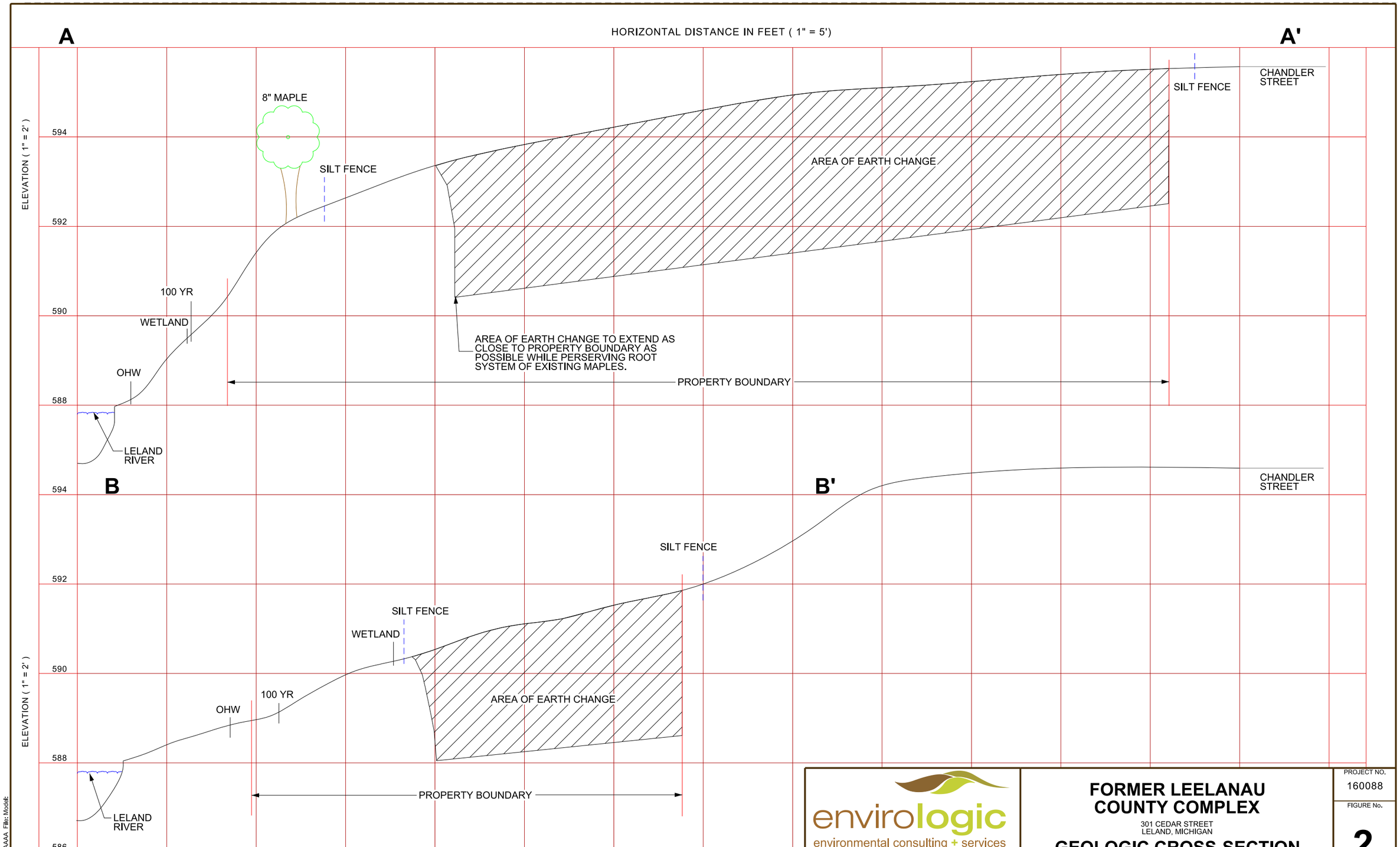
SESC PERMIT SITE PLAN

envirologic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO. 160088

FIGURE No. 1

150070_Site_Plan-Site Plan I-000.pdf



envirologic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

FORMER LEELANAU COUNTY COMPLEX

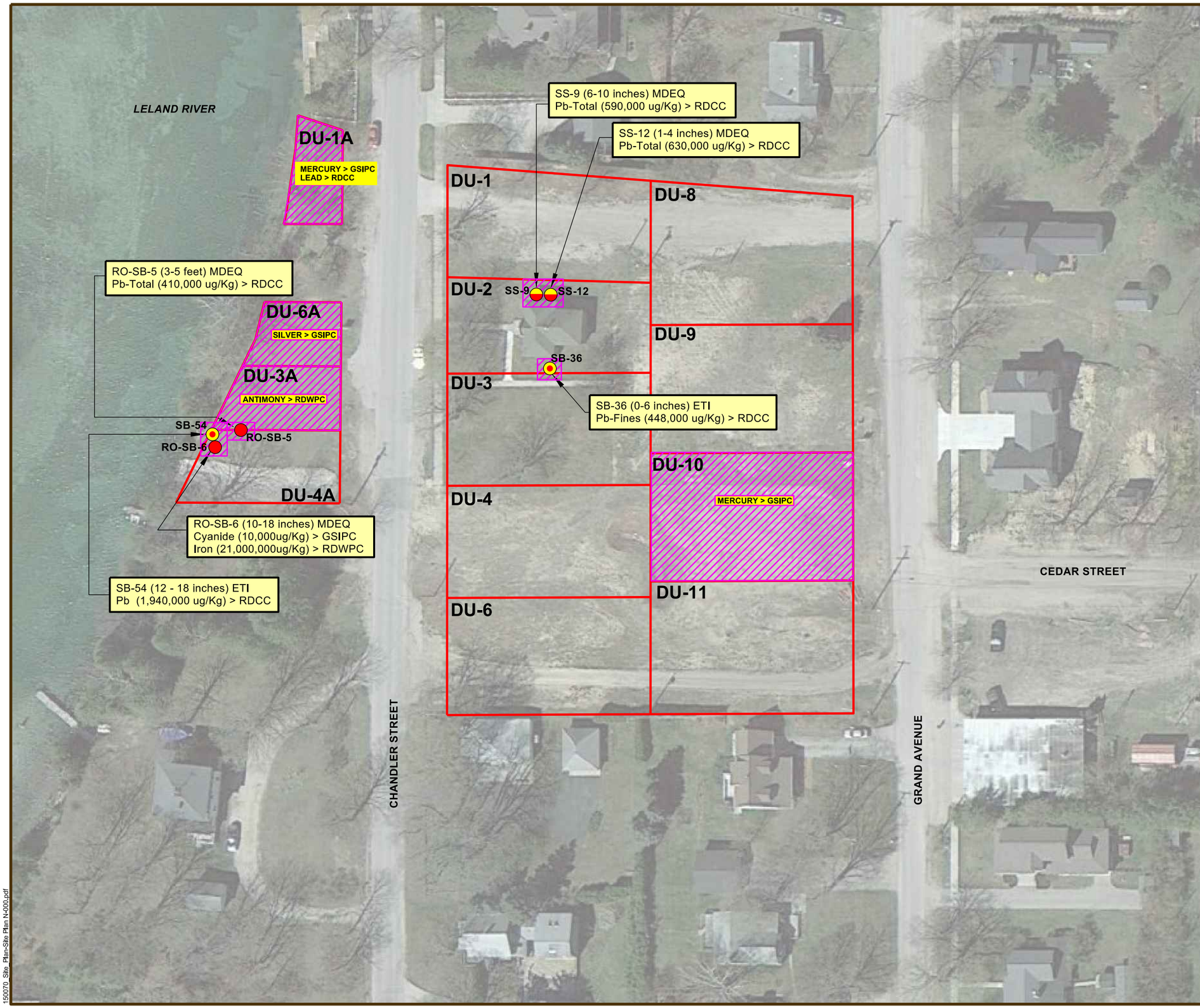
301 CEDAR STREET
LELAND, MICHIGAN

GEOLOGIC CROSS-SECTION A - A' AND B-B'

PROJECT NO.
160088

FIGURE No.
2

000000.AAAAAA. File: Model:



LEGEND

DU = INCREMENTAL SAMPLING METHODOLOGY (ISM) DECISION UNIT
GSIPC = GROUNDWATER - SURFACE WATER INTERFACE PROTECTION
RDCC = RESIDENTIAL DIRECT CONTACT
RDWPC = RESIDENTIAL DRINKING WATER PROTECTION

- DEQ SURFICIAL SOIL SAMPLE LOCATION
- DEQ SOIL BORING LOCATION
- ETI GEOPROBE® SOIL BORING LOCATION "TMW" DENOTES TEMPORARY WELL
- AREA OF PROPOSED SOIL REMEDIATION

N

SCALE 1" = 60'

0 10 20 30 60 120

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

FORMER LEELANAU COUNTY GOVERNMENT COMPLEX

301 CEDAR STREET
LELAND, MICHIGAN

ISM DECISION UNITS AND PROPOSED REMEDIAL LOCATIONS

envirologic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
160088

FIGURE No.
4

150070_Site_Plan-Site Plan N-000.pdf

March 29, 2016

Mrs. Trudy Galla
Director
Leelanau County Brownfield Redevelopment Authority
8527 E. Government Center Dr., Suite 108
Suttons Bay, MI 49682

Re: Wetland Delineation, Former Leelanau County Complex Site, 301 E. Cedar St., Leland, Michigan.

Dear Mrs. Galla:

Envirologic has completed a wetland delineation on the parcels fronting the Leland River at the former Leelanau County Government Complex site in Leland. This work was done in support of the planned remedial soil removal activities.

Existing Data Sources

Existing data sources reviewed prior to the field visit included published wetland maps and available aerial photos. The U.S. Fish & Wildlife Services National Wetland Inventory (NWI) map shows the Leland River is classified as a perennial riverine wetland (R2UBH; Attachment 1). The Wetland Map Viewer from the MDEQ shows the hydric soil boundary, which is very similar to the wetland boundary on the NWI map (Attachment 2). According to the USDA Web Soil Survey hydric soils on the site may only be found within the Deer Park-Roscommon sand (0-6% slopes), which is along the riverbank (Attachment 3).

Aerial photos obtained from the Leelanau County GIS Parcel Viewer show the former "River Office" County administration building which was demolished in 2009 (Attachment 4). The property has remained vacant land since that time.

Field Work

Brad Yocum, Project Biologist for Envirologic, conducted a site visit on March 14, 2016. Aspects covered during the site visit included vegetation, soil, and hydrology. A copy of the wetland data sheet is provided in Attachment 5.

Vegetation

Due to the fact that virtually all of the herbaceous vegetation had senesced and the growing season had clearly not yet begun, woody vegetation and the identifiable remains of herbaceous plants were noted. Paper birch (*Betula papyrifera*) and Eastern white cedar (*Thuja occidentalis*) are the dominant overstory tree species along most of the riverbank. A large crack willow (*Salix fragilis*) and a balsam fir (*Abies balsamea*) were also present.

Understory trees and shrubs included red-osier dogwood (*Cornus sericea*) and high-bush cranberry (*Viburnum trilobum*). Common scouring-rush (*Equisetum hyemale*) covered an area along the bank at the north end of the site. Sweet-flag (*Acorus calamus*) and sedges were noted immediately adjacent to the water's edge in the same areas.

Soil

A narrow shovel excavation was made to inspect the soil profile for hydric soil characteristics and indications of wetland hydrology. The soil profile showed a 6-inch thick layer of loamy sand atop a sand layer with redox concentrations of iron. Thick roots prevented digging much deeper than approximately 12 inches and due to the minimal elevation above the level of the river at this location and the sandy subsoil it was assumed that the soil would be at least saturated here for more than two weeks out of the growing season. A similar shovel excavation further south and further up (east of) the bank from the river in an area with red-osier dogwood stems did not have any characteristics of a hydric soil.

Hydrology

The wetland is adjacent to the Leland River and is essentially a terrace along the riverbank. The Leland River has a 100-year floodplain elevation that is only slightly above the current water level, which reflects the sandy soils present at the site. A narrow shovel excavation to a depth of 23 inches approximately 9 feet east of the river did not have saturated soil or groundwater. Another boring for plot 1 only about 5 feet from the river was only slightly above the level of the river. Although the excavation could not be extended deeper than about 6 inches because of thick roots at that depth it was assumed that saturation or groundwater was present within about a foot from the ground surface based on the level of water in the river at the time and the sandy soil. Areas further south on the site have a steeper, higher bank down to the river with some areas that are undercut by the current as much as 18 to 24 inches. No groundwater seeps were observed up the bank above the level of the river.

Summary of Findings

The wetland fringe was identified and delineated. The wetland boundary was flagged on the north and east sides with pink ribbon bearing the words "wetland delineation" printed on it. Leelanau Land Surveying located the wetland flags and flags marking the ordinary high water mark on March 22, 2016 at which time they also staked the 100-year floodplain elevation for this area (590.0 NGVD). A figure showing the location of the wetland boundary flagged is provided in Attachment 6. Photos of the wetland are provided in Attachment 7.

The wetland and the river are regulated by MDEQ and a permit from the MDEQ would be necessary prior to any activity that would impact these natural features. Conversely, any activities that were conducted outside of or did not impact the river, wetlands, or floodplains would not require a joint permit application to the MDEQ.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

ENVIROLOGIC TECHNOLOGIES, INC.

Brad J. Yocum

Erik D. Peterson

Brad Yocum
Project Biologist

Erik D. Peterson
Project Manager

BJY/rel

Attachments

ATTACHMENT 1

NATIONAL WETLANDS INVENTORY MAP

U.S. Fish and Wildlife Service

National Wetlands Inventory

Former Leelanau County Site

Mar 24, 2016

Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

ATTACHMENT 2

MDEQ WETLANDS MAP VIEWER

Wetlands Map Viewer

March 24, 2016

1:3,957

0 0.0325 0.065 0.13 mi

0 0.05 0.1 0.2 km

Part 303 Final Wetlands Inventory

- Wetlands as identified on NWI and MIRIS maps
- Soil areas which include wetland soils
- Wetlands as identified on NWI and MIRIS maps and soil areas which include wetland soils

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,

Disclamer: This map is not intended to be used to determine the specific locations and jurisdictional boundaries of wetland areas subject to regulation. More information regarding this map, including how to obtain a copy can be accessed at www.michigan.gov/wetlands.

Map by: State of Michigan - CSS

copyright 2016

ATTACHMENT 3

USDA SOIL SURVEY
HYDRIC RATING MAP UNIT

Hydric Rating by Map Unit—Leelanau County, Michigan
(Former Leelanau County Site)

Map Scale: 1:2,510 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 35 70 140 210

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

Hydric (100%)

Hydric (66 to 99%)

Hydric (33 to 65%)

Hydric (1 to 32%)

Not Hydric (0%)

Not rated or not available

Soil Rating Lines

Hydric (100%)

Hydric (66 to 99%)

Hydric (33 to 65%)

Hydric (1 to 32%)

Not Hydric (0%)

Not rated or not available

Soil Rating Points

Hydric (100%)

Hydric (66 to 99%)

Hydric (33 to 65%)

Hydric (1 to 32%)

Not Hydric (0%)

Not rated or not available

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Leelanau County, Michigan
Survey Area Data: Version 8, Sep 18, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 26, 2010—May 27, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Hydric Rating by Map Unit— Summary by Map Unit — Leelanau County, Michigan (MI089)				
Map unit symbol	**Map unit name**	**Rating**	**Acres in AOI**	**Percent of AOI**
DkD	Deer Park sand, 6 to 18 percent slopes	0	1.9	7.2%
DrB	Deer Park-Roscommon sands, 0 to 6 percent slopes	30	1.6	6.1%
EdB	Eastport sand, 0 to 6 percent slopes	0	18.3	68.5%
W	Water	0	4.9	18.3%
Totals for Area of Interest			**26.7**	**100.0%**

Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

Rating Options

Aggregation Method: Percent Present

Component Percent Cutoff: *None Specified*

Tie-break Rule: Lower

ATTACHMENT 4

AERIAL PHOTOS

2000 ORTHO AERIAL MAPS

Showing Parcel Lines and Labels

2000 Digital Orthophotographs

2000 Digital Orthophotograph

The original photographs displayed here were taken in April or the beginning of May 2000, before the leaves are out on the trees. The 'best resolution' of these images is 2.0 feet per pixel.

Digital ortho photography consists of images processed by computer to remove the distortions caused by tilt of the aircraft and topographic relief in the landscape. These images are properly scaled and located in

2006 ORTHO AERIAL MAPS

Showing Parcel Lines and Labels

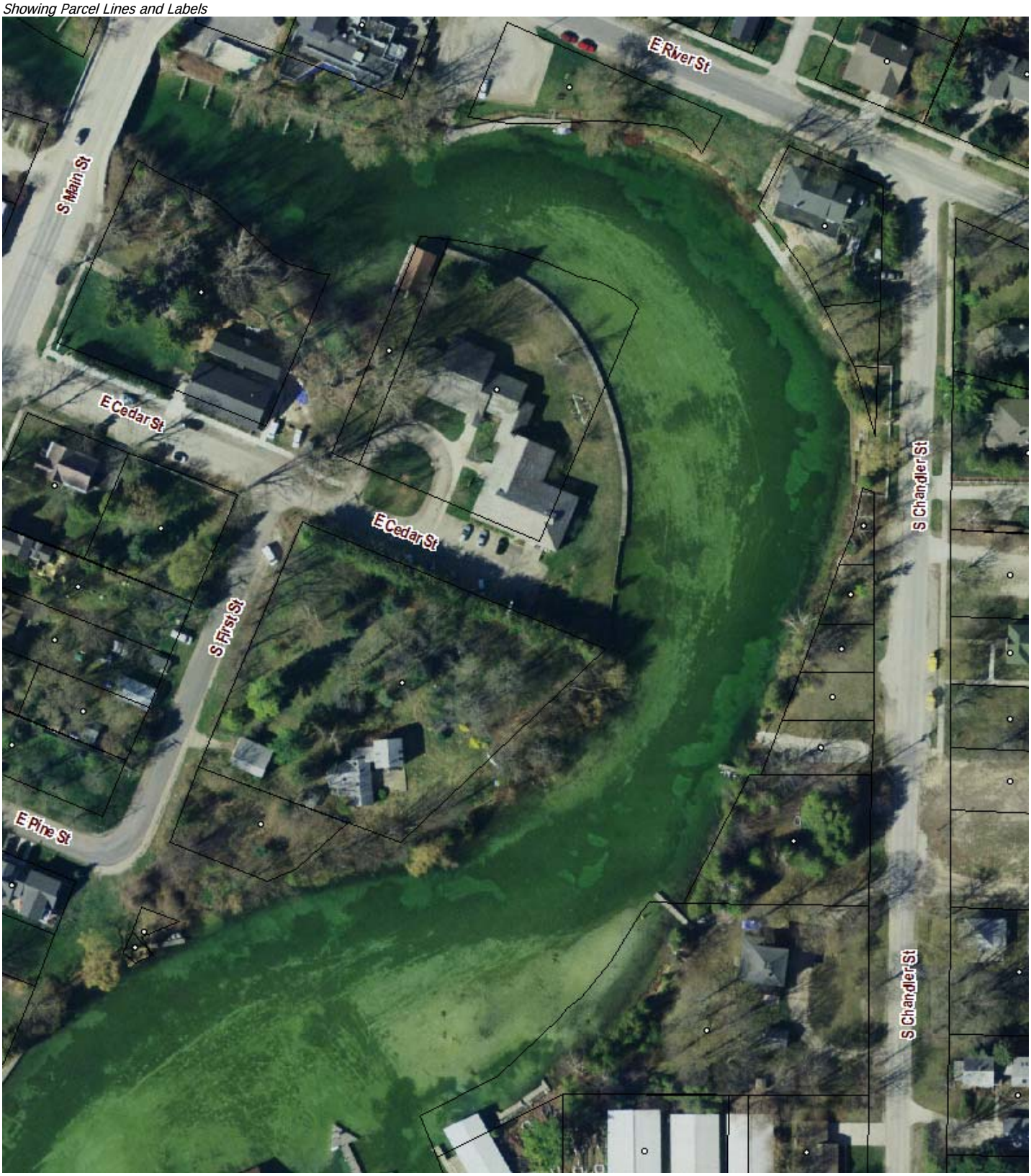
2006 Digital Orthophotographs

The original photographs displayed here were taken in the spring of 2006, before the leaves are out on the trees. The 'best resolution' of these images is 0.5 feet per pixel.

Digital ortho photography consists of images processed by computer to remove the distortions caused by tilt of the aircraft and topographic relief in the landscape. These images are properly scaled and located in

2012 ORTHO AERIAL MAPS

Showing Parcel Lines and Labels



2012 Digital Orthophotographs

The original photographs displayed here were taken in the spring of 2012, before the leaves are out on the trees. The 'best resolution' of these images is 0.5 feet per pixel.

Digital ortho photography consists of images processed by computer to remove the distortions caused by tilt of the aircraft and topographic relief in the landscape. These images are properly scaled and located in

ATTACHMENT 5

WETLAND DATA SHEET

WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region

Project/Site: former courthouse site City/County: Leland Sampling Date: 3-14-16

Applicant/Owner: Leelanau County State: MI Sampling Point: 1

Investigator(s): Envirologic - Brad Yocum Section, Township, Range: T30N R12W Sec9

Landform (hillslope, terrace, etc.): terrace Local relief (concave, convex, none): _____ Slope (%): _____

Subregion (LRR or MLRA): _____ Lat: 45.021392 Long: -85.757918 Datum: WGS84

Soil Map Unit Name: _____ NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? No Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? No (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** Yes X No
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	If yes, optional Wetland Site ID: _____

Remarks: (Explain alternative procedures here or in a separate report.)

Ahead of growing season. Used woody plants & identifiable remaining dead veg as available. Reduced veg plot radii because of linear nature of this wetland.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes X No _____ Depth (inches):

Water Table Present? Yes _____ No _____ Depth (inches):

Saturation Present? (includes capillary fringe) Yes _____ No _____ Depth (inches):

Wetland Hydrology Present? Yes X No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Leland River just a few feet to the west. Could not excavate through thick roots. Soil quite sandy though.

VEGETATION – Use scientific names of plants.

Sampling Point: 1

Tree Stratum (Plot size: 20 ft)	Absolute % Cover	Dominant Species?	Indicator Status
1. Betula papyrifera	75	Y	FACU
2. Abies balsamea	20	N	FAC
3.			
4.			
5.			
6.			
7.			
	95 = Total Cover		

Sapling/Shrub Stratum (Plot size: 10 ft)			
1. Viburnum trilobum	15	Y	FACW
2. Cornus sericea	2	N	FACW
3.			
4.			
5.			
6.			
7.			
	17 = Total Cover		

Herb Stratum (Plot size: 3 ft)			
1. Equisetum hyemale	70-80	Y	FAC
2. Cornus sericea	5	N	FACW
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	75-85 = Total Cover		

Woody Vine Stratum (Plot size: 10 ft)			
1. None			
2.			
3.			
4.			
	= Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: _____ (A)

Total Number of Dominant Species Across All Strata: _____ (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: _____ (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species		x 1 =
FACW species		x 2 =
FAC species		x 3 =
FACU species		x 4 =
UPL species		x 5 =
Column Totals:	(A)	(B)

Prevalence Index = B/A =

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes X No

Remarks: (Include photo numbers here or on a separate sheet.)

Acorus calamus & Carex stricta along river edge immediately above water line.

SOIL

Sampling Point: 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-6	7.5YR 2.5/1	95	—				loamy sand	
6-12	7.5YR 5/4	90-95	7.5YR 5/6	~3	C	M	sand	a few tree roots finger thick

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- X Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7) **(LRR R, MLRA 149B)**
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Dark Surface (S7) **(LRR K, L, M)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Mesic Spodic (TA6) **(MLRA 144A, 145, 149B)**
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

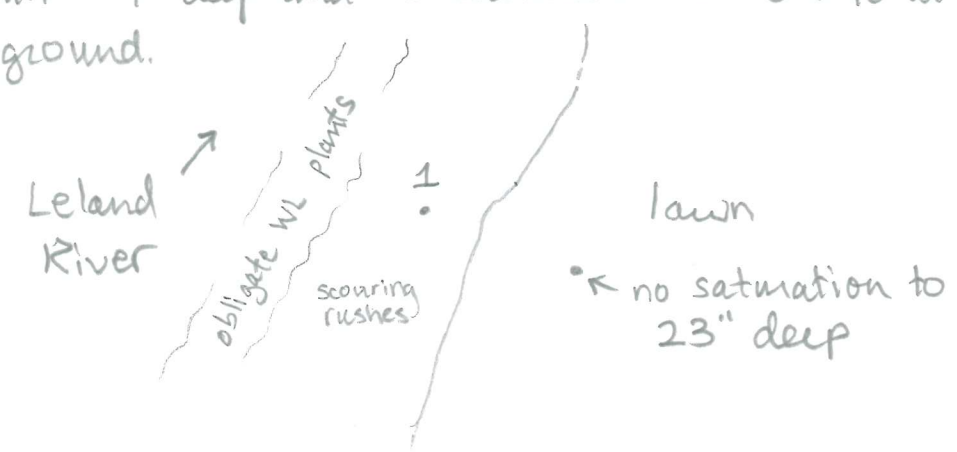
Type:_____

Depth (inches):_____

Hydric Soil Present? Yes X No ___

Remarks:

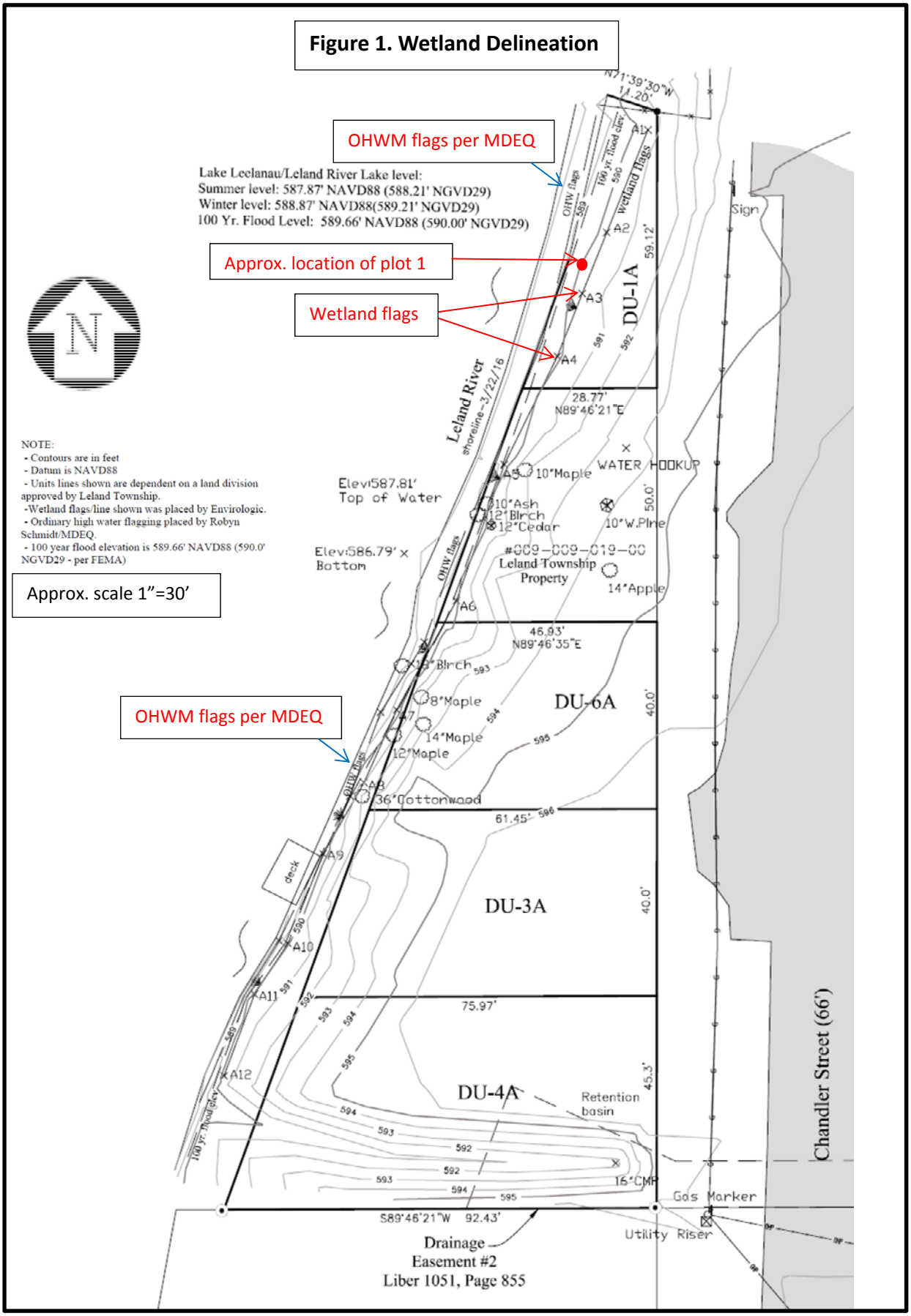
Hole just 4' to the ESE has only 2" of topsoil over sand, no redox features until ~9" deep and no saturation or GW to at least 23" below ground.



ATTACHMENT 6

WETLAND DELINEATION
FIGURE 1

Figure 1. Wetland Delineation



ATTACHMENT 7

PHOTOGRAPHS

Photos taken 3/14/16
By Brad Yocum

Photo 1. Wetland on the north part of the property (looking west).

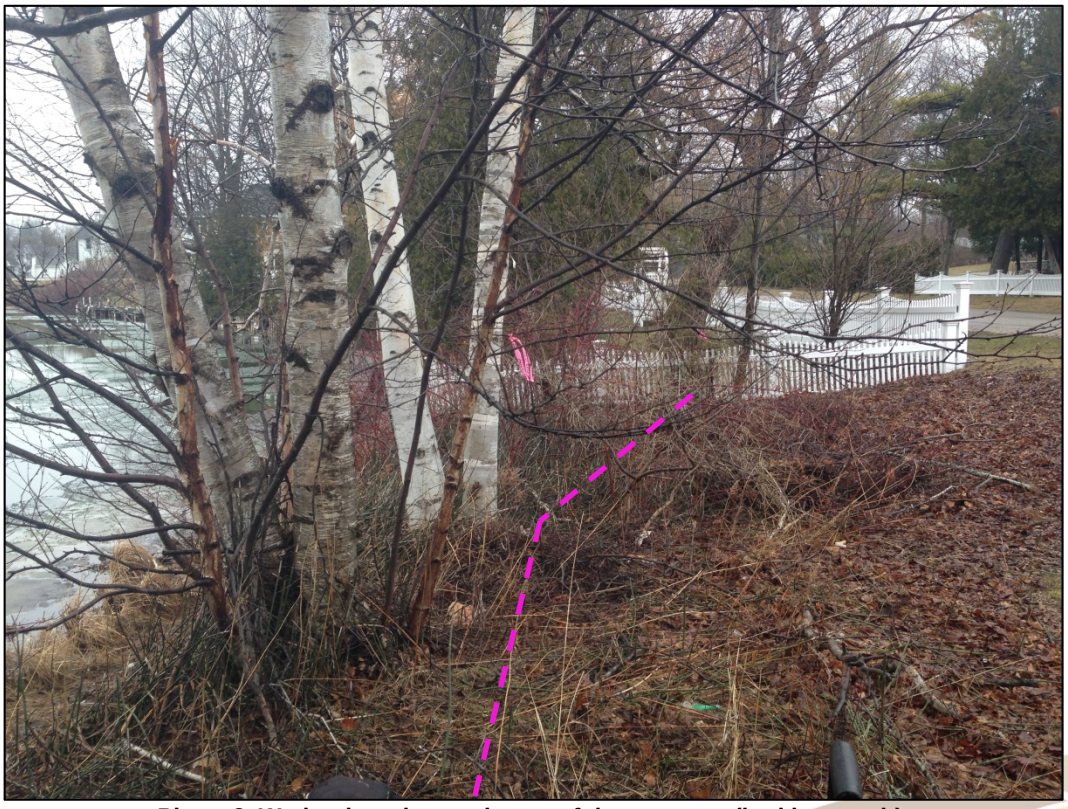


Photo 2. Wetland on the north part of the property (looking north).

© envirologic

Photos taken 11/04/15
By Brad Yocum

Photo 3. Looking south (upriver) with wetland flags (pink) and OHWM flag (blue)

Photo 4. Looking north at the south end of the delineated wetland along the steep river bank.

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DAVIS-BACON TERMS AND CONDITIONS

3. Davis Bacon Term and Condition
For
Revolving Loan Fund Grants to Governmental/Quasi-Governmental Organizations

DAVIS BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how Recipients will assist EPA in meeting its Davis Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Recovery Act or any other statute which makes DB applicable to EPA financial assistance. If a Recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer for guidance.

1. Applicability of the Davis Bacon Prevailing Wage Requirements.

For the purposes of this term and condition, EPA has determined that all construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings, is subject to DB.

With regard to remediation of petroleum contamination, following consultation with the U.S. Department of Labor, EPA has determined that for remediation of petroleum contamination at brownfields sites, DB prevailing wage requirement apply when the project includes:

> Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,
>
> Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or
>
> Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other cleanup activities at brownfields sites contaminated by petroleum such as in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger DB requirements. However, if a RLF Recipient encounters a unique situation at a site (e.g. unusually extensive excavation) that presents uncertainties regarding DB applicability, the RLF Recipient must discuss the situation with EPA before authorizing work on that site.

Note: If an RLF Recipient encounters a unique situation at a petroleum or hazardous substance site that presents uncertainties regarding DB applicability, the RLF Recipient must discuss the situation with EPA before advising a borrower or subgrantee that DB does not apply.

2. Obtaining Wage Determinations.

(a) The RLF Recipient is responsible for obtaining DB wage determinations from DOL and ensuring the borrowers and subgrantees include the correct wage determinations in solicitations for competitive contracts by way of requests for bids, proposals, quotes or other methods for soliciting contracts (solicitations), new contracts, and task orders, work assignments or similar instruments issued to existing contractors (ordering instruments).

(b) Unless otherwise instructed by EPA on a project specific basis, the RLF Recipient shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. RLF Recipients must obtain wage determinations for specific localities at www.wdol.gov.

(i) For solicitations, new contracts and ordering instruments for the excavation and removal of hazardous substances, construction of caps, barriers and similar activities the RLF Recipient shall use the "Heavy Construction" Classification.

(ii) For solicitations, new contracts and ordering instruments for the construction of structures

which house treatment equipment. and abatement or contamination in buildings (other than residential structures less than 4 stories in height) the RLF Recipient shall use "Building Construction" classification.

(iii) When soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the Recipient shall use "Residential Construction" classification.

(iv) For solicitations, new contracts and ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant the Recipient shall use the "Building Construction" classification.

(v) For solicitations, new contracts and ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the Recipient shall use the "Heavy Construction" classification.

Recipients must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with an RLF Recipient, EPA determines that DB applies to a unique situation involving a Brownfields site contaminated with petroleum (e.g. unusually extensive excavation) the Agency will advise the Recipient which General wage determination to use based on the nature of the construction activity at the site.

(b) RLF Recipients shall include a term and condition in all loans and subgrants which ensures that the borrower or subgrantee complies with the above requirements for including wage determinations in solicitations, new contracts and ordering instruments. The RLF Recipient must ensure that prime contracts entered into by borrowers and subgrantees contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the borrower or subgrantee's solicitation remains open, the RLF Recipient shall require that the borrower or subgrantee monitor www.wdol.gov. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The RLF Recipient shall require that the borrower or subgrantee amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the RLF Recipient may, on behalf of the borrower or subgrantee, request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the RLF Recipient.

(ii) If the borrower or subgrantee does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the RLF Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The RLF Recipient shall ensure that borrowers and subgrantees monitor www.wdol.gov on a weekly basis if the borrower or subgrantee does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current. If the applicable wage determination changes, the RLF Recipient shall provide the borrower or subgrantee with the current wage determination from www.wdol.gov.

(iii) If the borrower or subgrantee carries out Brownfields cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the RLF Recipient shall ensure that the borrower or subgrantee inserts the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) RLF Recipients shall ensure that borrowers and subgrantees review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a a borrower or subgrantee's contract after the award of a contract or the issuance of an ordering instrument if DOL

determines that the borrower or subgrantee has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the RLF Recipient shall require that the borrower or subgrantee either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The RLF Recipient must ensure that the borrower or subgrantee compensates the contractor for any increases in wages resulting from the use of DOL's revised wage determination. RLF Recipients may, but are not required to, provide additional loan or subgrant funds to the borrower or subgrantee for this purpose.

3. Contract and Subcontract Provisions

(a) The RLF Recipient shall ensure that borrowers and subgrantees insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the RLF Recipient obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. RLF Recipients shall require that the contractor and subcontractors include the name of the RLF Recipient employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The RLF Recipient, on behalf of EPA, shall require that contracts and subcontracts entered into by borrowers and subgrantees provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve, upon the request or the RLR Recipient an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the RLF Recipient and the borrower or subgrantee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the

action taken shall be sent by the RLF Recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, *and the RLF Recipient and borrower or subgrantee* do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the RLF Recipient shall provide a report on the disagreement which includes submissions by all interested parties to the EPA Award Official. The Award Official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary. The Award Official will direct that the RLF Recipient take appropriate action to implement the Administrator's determination.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The RLF Recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause the borrower or subgrantee to withhold from the contractor under the affected contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or RLF Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the

applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the borrower or subgrantee and to the RLF Recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the RLF Recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the RLF Recipient.

(B) Each payroll submitted to the RLF Recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, ***Recipient, borrower or subgrantee***, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training. Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), *the RLF Recipient, borrower or subgrantee and EPA*, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of $100,000

(a) Contract Work Hours and Safety Standards Act. *The RLF Recipient shall ensure that subgrantees and borrowers* insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6 . As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The RLF Recipient shall upon written request from the Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld by the borrower or subgrantee, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the RLF Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the RLF Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

Note: RLF Recipients may require that borrowers or subgrantees verify that contractors and subcontractors comply with DB provisions or conduct compliance verification itself. RLF Recipients must ensure that borrowers and subgrantees understand the compliance verification requirements and can interpret prevailing wage determinations properly before placing the responsibility for compliance verification on borrowers or subgrantees. Moreover, the RLF Recipient remains accountable to EPA for ensuring that the borrowers' and subgrantees' contractors and subcontractors comply with DB.

(a). The RLF Recipient periodically interview, or require that borrowers or subgrantees interview, a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The RLF Recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The RLF Recipient shall establish and follow, or ensure that borrowers or subgrrantees establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the RLF Recipient, or the borrower or subgrantee, must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. RLF Recipients, or borrowers or subgrantees, must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. RLF Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements that it uncovers itself or that is reported to it by a borrower or subgrantee. All interviews shall be conducted in confidence.

(c). The RLF Recipient shall conduct, or require that borrowers or subgrantees periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The RLF Recipient shall establish and follow or ensure that borrowers or subgrantees follow a spot check schedule based on an assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the RLF Recipient must spot check, or require that borrowers or subgrantees spot check, payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. RLF Recipients must conduct, or require that borrowers or subgrantees conduct, more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the RLF Recipient shall verify, or require that borrower or subgrantees verify, evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The RLF Recipient shall periodically review, or require that borrowers or subgrantees periodically review, contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) RLF Recipients must immediately report, or require that borrowers or subgrantees immediately report, potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at *http://www.dol.gov/esa/contacts/whd/america2.htm*.

DEPARTMENT OF LABOR – DAVIS-BACON HEAVY CONSTRUCTION WAGE RATES

General Decision Number: MI160158 01/08/2016 MI158

Superseded General Decision Number: MI20150158

State: Michigan

Construction Type: Heavy

HAZARDOUS WASTE REMOVAL

Counties: Michigan Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0325-011 10/01/2011

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators -		

hazardous waste removal:

(AREA 1)

AREA 1: LEVEL A

Engineer when operating

crane with boom and jib

or leads 140' or longer....$ 34.68 19.70

Engineer when operating

crane with boom and jib

or leads 220' or longer....$ 34.98 19.70

GROUP 1.....$ 32.03 19.70

GROUP 2.....$ 27.80 19.70

Regular crane operator,

mechanic, dragline

operator, boom truck

operator and concrete

pump with boom operator,

power shovel operator.....$ 33.00 19.70

AREA 1: LEVEL B AND C

Engineer when operating

crane with boom and jib

or leads 140' or longer....$ 33.73 19.70

Engineer when operating

crane with boom and jib

or leads 220' or longer....$ 34.03 19.70

GROUP 1.....$ 31.08 19.70

GROUP 2.....$ 26.85 19.70

Regular crane operator,

mechanic, dragline

operator, boom truck

operator and concrete

pump with boom operator,

pwer shovel operator.....$ 32.05 19.70

AREA 1: LEVEL D WHEN

CAPPING LANDFILL

Engineer when operating

crane with boom and jib

or leads 140' or longer....$ 32.18 19.70

Engineer when operating

crane with boom and jib

or leads 220' or longer....$ 32.48 19.70

GROUP 1.....$ 29.53 19.70

GROUP 2.....$ 25.30 19.70

Regular crane operator,

mechanic, dragline

operator, boom truck

operator and concrete

pump with boom operator,

power shovel operator.....$ 29.88 19.70

AREA 1: LEVEL D

Engineer when operating

crane with boom and jib

or leads 140' or longer....$ 32.43 19.70

Engineer when operating

crane with boom and jib

or leads 220' or longer....$ 32.73 19.70

GROUP 1.....$ 29.78 19.70

GROUP 2.....$ 25.55 19.70

Regular crane operator,

mechanic, dragline

operator, boom truck

operator and concrete

pump with boom operator,

power shovel operator.....$ 30.75 19.70

Power equipment operators -

hazardous waste removal:

(AREA 2)

AREA 2: LEVEL A

Engineer when operating

crane with boom and jib

or leads 140' or longer....$ 32.97 19.70

Engineer when operating

crane with boom and jib

or leads 220' or longer....$ 33.27 19.70

GROUP 1.....$ 30.32 19.70

GROUP 2.....$ 25.92 19.70

Regular crane operator,

mechanic, dragline

operator, boom truck

operator and concrete

pump with boom operator,

power shovel operator.....$ 31.29 19.70

AREA 2: LEVEL B AND C

Engineer when operating

crane with boom and jib

or leads 140' or longer....$ 31.91 19.70

Engineer when operating

crane with boom and jib

or leads 220' or longer....$ 32.23 19.70

GROUP 1.....$ 29.37 19.70

GROUP 2.....$ 24.98 19.70

Regular crane operator,

mechanic, dragline

operator, boom truck

operator and concrete

pump with boom operator,

power shovel operator.....$ 30.34 19.70

AREA 2: LEVEL D WHEN

CAPPING LANDFILL

Engineer when operating

crane with boom and jib

or leads 140' or longer....$ 30.47 19.70

Engineer when operating

crane with boom and jib

or leads 220' or longer....$ 30.77 19.70

GROUP 1.....$ 27.82 19.70

GROUP 2.....$ 23.43 19.70

Regular crane operator,

mechanic, dragline

operator, boom truck

operator and concrete

pump with boom operator,

power shovel operator.....$ 28.79 19.70

AREA 2: LEVEL D

Engineer when operating

crane with boom and jib

or leads 140' or longer....$ 30.72 19.70

Engineer when operating

crane with boom and jib

or leads 220' or longer....$ 31.02 19.70

GROUP 1.....$ 28.07 19.70

GROUP 2.....$ 23.68 19.70

Regular crane operator,

mechanic, dragline

operator, boom truck

operator and concrete

pump with boom operator,

power shovel operator.....$ 29.04 19.70

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

Group 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader,heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self- propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), well drilling rig and hydro excavator

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, welding machine and water wagon

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* LABO0005-006 10/01/2014

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....$	17.45	12.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....$	16.45	12.75
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON,		

KEWEENAW, LUCE, MACKINAC,

MARQUETTE, MENOMINEE,

ONTONAGON AND SCHOOLCRAFT

COUNTIES - Zone 11)

Levels A, B or C.....$ 20.91 12.78

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 19.91 12.78

Laborers - hazardous waste

abatement: (ALLEGAN, BARRY,

BERRIEN, BRANCH, CALHOUN,

CASS, IONIA COUNTY (except

the city of Portland);

KALAMAZOO, KENT, LAKE,

MANISTEE, MASON, MECOSTA,

MONTCALM, MUSKEGON, NEWAYGO,

OCEANA, OSCEOLA, OTTAWA, ST.

JOSEPH AND VAN BUREN COUNTIES

- Zone 9)

Levels A, B or C.....$ 19.99 12.75

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 18.99 12.75

Laborers - hazardous waste

abatement: (ARENAC, BAY,

CLARE, GLADWIN, GRATIOT,

HURON, ISABELLA, MIDLAND,

OGEMAW, ROSCOMMON, SAGINAW

AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....$ 20.02 12.75

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 19.02 12.75

Laborers - hazardous waste

abatement: (CLINTON, EATON

AND INGHAM COUNTIES; IONIA

COUNTY (City of Portland);

LIVINGSTON COUNTY (west of

Oak Grove Rd., including the

City of Howell) - Zone 6)

Levels A, B or C.....$ 23.29 12.75

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 22.29 12.75

Laborers - hazardous waste

abatement: (GENESEE, LAPEER

AND SHIAWASSEE COUNTIES -

Zone 7)

Levels A, B or C.....$ 23.40 12.79

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 22.40 12.79

Laborers - hazardous waste

abatement: (HILLSDALE,

JACKSON AND LENAWEE COUNTIES

- Zone 4)

Levels A, B or C.....$ 30.00 14.09

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 29.00 14.09

Laborers - hazardous waste

abatement: (LIVINGSTON COUNTY

(east of Oak Grove Rd. and

south of M-59, excluding the

city of Howell); AND

WASHTENAW COUNTY - Zone 3)

Levels A, B or C.....$ 29.32 13.85

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 28.32 13.85

Laborers - hazardous waste

abatement: (MACOMB AND WAYNE

COUNTIES - Zone 1)

Levels A, B or C.....$ 27.94 16.55

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 26.94 16.55

Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)

Levels A, B or C.....$ 30.00 14.09

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;

Also, Level D.....$ 29.00 14.09

Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)

Level A, B, C.....$ 27.94 16.55

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;

Also, Level D.....$ 26.94 16.55

Laborers - hazardous waste

abatement: (SANILAC AND ST.

CLAIR COUNTIES - Zone 5)

Levels A, B or C.....$ 24.97 15.19

Work performed in

conjunction with site

preparation not requiring

the use of personal

protective equipment;

Also, Level D.....$ 23.97 15.19

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION