

ADVERTISEMENT FOR BIDS

Keweenaw Bay Indian Community, Natural Resources Department

Owner

14359 Pequaming Road

L'Anse, Michigan 49946-8339

Address

Sealed Bids for earthwork contractors to maintain Grand Traverse Harbor, located near the Village of Gay, Michigan.

Services include but are not limited to:

- Mechanical excavation of stamp sands
- Identification of disposal placement area
- Construction and maintenance of haul road
- Load and truck material to disposal placement area
- Mechanical dredge of accumulated stamp sands within channel

The bids will be received by the

Keweenaw Bay Indian Community

Natural Resources Department

14359 Pequaming Road

L'Anse, Michigan 49946-8339

Attention: Grand Traverse Harbor

Sealed bids are due by **4:00 p.m., (Local Time) Wednesday, August 16, 2023** and then will be publically opened and read aloud at **4:15pm** at the Keweenaw Bay Indian Community, Natural Resources Department, 14359 Pequaming Road, L'Anse, Michigan 49946-8339. Bids submitted after this time will not be accepted. Incomplete Bid Packages will be considered non-responsive

Copies of the Bidding Documents may be obtained by the following methods:

- Hard Copy from the Issuing Office,
- Electronic copy via email from Dione Price, dprice@kbic-nsn.gov

Indian preference will be used in accordance with the Request for Proposal in selecting the contractor.

KEWEENAW BAY INDIAN COMMUNITY

REQUEST FOR PROPOSALS

Proposals are requested by the Keweenaw Bay Indian Community (the “Community”) from earthwork contractors (the “Bidder”) for the services described below (the “Work”). The Community seeks to enter into a contract with a business enterprise (the “Contractor”) to conduct the Work.

PROJECT DESCRIPTION:

A Contractor is needed to maintain Grand Traverse Harbor, located near the Village of Gay, Michigan, free of stamp sand. Refer to **Figure 1, Project Location**. The Work includes, but is not necessarily limited to the following Scope of Work:

- Over the course of the contract, mechanically excavate stamp sand as it accumulates as a beach ridge in the “pocket” adjacent to the north side of the harbor break wall. Excavate to 1-foot above the Lake Superior water level. Contractor will be responsible for monitoring stamp sand accumulation and weather conditions and responding when stamp sand overtops the break wall and/or excavation as needed due to storm events and/or as directed by the Community. Final decisions on whether to proceed with excavation or not will rest with the Community in the event of a disagreement. The Contractor must be able to respond and begin excavating within 48 hours of notice from the Community, or their representative, which may include during storm events. Staging of equipment on the beach away from the influence of Lake Superior is allowed so that it is readily available to meet the response time requirement. Material shall be stored on existing stamp sands near the harbor away from the influence of Lake Superior. Refer to **Figure 2, Project Overview** and **Figure 3, Excavation Area**. This work may need to occur prior to and during severe storm events to prevent stamp sands from overtopping the break wall and/or to mitigate waves overtopping the berm and possibly flooding nearby residences to the extent safely possible.
- The Contractor shall provide the Community and their representative notice of when they will arrive on-site so that the Community or their representative can observe the work as needed.
- The Contractor shall identify for the Community and their representative the intended placement area in the disposal facility so that a pre-placement topographic survey can be completed by the Community prior to the onset of winter weather.
- In the winter, construct and maintain a haul road between the excavation area in the “pocket” adjacent to the break wall on the beach to the existing stamp sand disposal area. This will require a temporary stream crossing on the beach at the general location noted on **Figure 2**.
- Load and truck material to the disposal area. Upon completion, all material within the stamp sand interception “pocket” north of the break wall shall be removed down to 1-foot above the level of Lake Superior. The stamp sand shall be placed in the disposal area so that it is all in one location and rough graded to be reasonably smooth to allow for accurate post-placement volumetric surveying annually by the Community’s representative to determine the total volume of relocated stamp sand.
- Contractor may be required to excavate/stage and load/haul stamp sand simultaneously depending on weather conditions and other circumstances. The Contractor must be capable of conducting these activities simultaneously.
- Contractor shall mechanically dredge accumulated stamp sand from the south side of the north breakwater (within the channel) of Grand Traverse Harbor using a long-reach excavator as directed by the Community.

- Deliverables
 - Record dates, equipment used and operating hours, staff on-site and hours working, activities completed, notable observations, and any problems encountered during periodic excavation and stamp sand staging events conducted to prevent overtopping of the break wall, and during hauling and placement in the disposal area. Provide daily before and after photographs when Work activities are occurring.
 - Provide Daily Work Logs via email the day following the work activity.
- The contract term will commence on or about September 1, 2023 and continue until September 1, 2024 or until available funds for the work are expended.

Refer to the specifications in **Attachment A** for additional Scope of Work details including:

- Measurement and Payment
- Submittals
- Haul Roads
- Excavation
- Solids and Water Management

All work must comply with the permit issued for dredging activities associated with the Gay Stamp Sands. Refer to the permit in **Attachment B**.

Background

Since beginning in the 1840s, copper mining has significantly impacted the landscape of the Keweenaw Peninsula. Shafts, waste rock piles and deposits of tailings are widespread. Stamp mills generated the tailings, which are locally known as stamp sand. Stamp sand is the finely crushed rock resulting from the ore crushing process in the stamp mills. The large amount of stamp sand was created as a waste and conveniently dumped nearby, often in waterways. One of the largest deposits of these stamp sands is located in Lake Superior at the community of Gay (**Figure 1**). Twenty-three million metric tons (23 MMT) of stamp sand was disposed of in Lake Superior by two mills from 1900 to 1932.

This mining waste is now being mobilized by the waves and currents of Lake Superior. Five miles of natural shoreline are now engulfed by stamp sands. Stamp sand is also drifting across the very productive Buffalo Reef utilized by the Community for exercising their traditional fishing practices. Buffalo Reef is a 2,200-acre whitefish and lake trout spawning reef and as the reef becomes smothered by stamp sands its value as a spawning area is being destroyed.

In 2017, the US Environmental Protection Agency endorsed the formation of the Buffalo Reef Task Force (BRTF) comprised of multiple state, federal and tribal agencies. The BRTF has been investigating and coordinating efforts to mitigate the environmental effects of the stamp sand deposited at Gay. As part of that effort the southern end of the shoreline impacted by stamp sand has been identified as a high priority area for action. As the stamp sand has migrated south along the shoreline it has encountered the US Army Corps of Engineers (USACE) breakwater at Grand Traverse Harbor. Refer to **Figure 2**. Stamp sand has accumulated at the breakwater, which is protecting the remaining native white sand beach to the south. This native sand area is critical habitat for the juvenile whitefish, which have been spawned on what remains of Buffalo Reef. As white sand areas become black with stamp sand the macroinvertebrate community is extinguished and the habitat is not suitable for juvenile whitefish.

Though the harbor has slowed the migration of stamp sand down the shoreline it is being overwhelmed by the mass of material being transported by the lake. Historic high lake levels combined with fall storms have resulted in stamp sand overtopping the breakwater and blocking the harbor multiple times. Without action the stamp sand will eventually overtop the harbor again and spill onto the uncontaminated beach to the south.

The BRTF has developed a long-term maintenance plan for utilizing the USACE breakwater as a collection point for halting the progression of stamp sand to the south. In the past once stamp sand has filled the harbor it has been dredged out and relocated. After each dredge, the harbor has quickly refilled as more material accumulated and washed over the wall. Therefore after a dredging in January 2020 an area adjacent to the breakwater to the north was excavated to create a “pocket”, intercepting the migration of material, and providing an area for future stamp sand to accumulate. Over the summer of 2020 and 2021, the stamp sand migrated into the excavated area as designed. Periodic maintenance of the excavated area was required, excavating equipment was able to work above the waterline which greatly reduced costs. Final placement of the material is conducted in winter utilizing a frozen road to a previously permitted disposal area near Gay.

This project provides for maintenance associated with periodically clearing the mining waste as it accumulates north of Grand Traverse Harbor protecting both the harbor and critical juvenile whitefish habitat. This Work will occur along the shoreline of Lake Superior adjacent to the harbor break wall and may be required to occur immediately preceding and during severe storm events, which is when the stamp sands are most likely to be mobilized and threaten overtopping of the break wall. During winter months the cleared material shall be loaded and trucked for disposal. Annual volume of dredged stamp sand is estimated at approximately 25,000 to 45,000 cubic yards.

Qualifications

Bidders must be able to demonstrate adequate experience, staffing, and equipment resources to satisfactorily complete the Work.

Federally Funded Project Requirements

The project is funded in whole or in part by federal dollars. Refer to **Attachment C** for Federal Provisions.

PROPOSALS

The proposal should include the following information:

- Proposed fee amount using the attached Bid Schedule.
- Contractor’s qualifications and experience with references.
- Contractor’s key personnel to be assigned to the Project with contact information.
- Certification of Indian Ownership, Minority Business Enterprise (MBE), and/or Women Business Enterprise (WBE) if applicable.
- A bid guarantee equivalent to five percent of the bid price.

RESPONSE TO REQUEST FOR PROPOSALS

Responses should be organized in the manner set forth below.

General Information about the Company

Provide a general overview of the company, including the company's full name and address, services offered, any professional affiliations, and other such general information.

Company Experience

Describe the Bidder's experience completing similar work. Describe recent projects, if any, of similar character and complexity to the Community's project described above, and provide references. Additional relevant experience may be included if appropriate. Provide in the proposal the Bidder's Experience Modification Rating (EMR). If the Bidder does not have an EMR, include an explanation. In addition, describe your company's working knowledge of the Community or other tribal communities.

Personnel

Please provide an organizational chart, or description, with personnel included and identify the principal in charge that will perform the proposed work. Briefly describe the qualifications of the project manager and project personnel.

Approach to the Project

Please explain your company's approach to addressing the scope of services for the Community. If the Bidder's proposal relies on the work of one or more subcontractors, the subcontractor(s) shall be identified in the proposal. Identify resources available to complete the project.

Bid Bond

The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

CONTRACT

The form of contract (Tier III Services Agreement, refer to **Attachment D**) for the project is attached to this Request for Proposals ("RFP"). The successful respondent to this RFP will be required to execute the contract, in the form attached hereto, if the contract is awarded.

A Performance Bond and a Payment Bond are required:

- A Performance Bond on the part of the contractor for 100 percent of the contract price. A "Performance Bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A Payment Bond on the part of the contractor for 100 percent of the contract price. A "Payment Bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PROPOSAL ACCEPTANCE

The Community reserves the right to accept and or reject any and all proposals, and to waive any and all informalities and or irregularities in the proposals submitted during the bidding process, to award the contract to a bidder who is not the lowest bidder, and to negotiate the terms of the contract with more than one bidder. This right of the Community may be exercised in the sole discretion of the Community.

PROPOSAL WITHDRAWAL

Proposals for bids may not be withdrawn for a period of sixty (60) days after the time established for the receipt of proposals. Bidders may withdraw at any time prior to the time set for the receipt of proposals.

DEADLINE

The Community will receive “sealed” proposals, marked with the words “Grand Traverse Harbor” on the envelope, until **Wednesday, August 16, 2023 at 4:00 pm EDT**. Proposals will then be opened publically at 4:15 pm EDT.

Two (2) hard copies of the proposal must be submitted to the Natural Resources Department:

Dione Price
Environmental Specialist
Keweenaw Bay Indian Community Natural Resources Department
14359 Pequaming Road
L’Anse, Michigan 49946-8339
Ph: (906) 524-5757 ext. 4217
Fax: (906) 524-5748
E-mail: dprice@kbic-nsn.gov

Please submit all materials to the Community in person or by mail by the deadline. All material submitted will become the property of the Community.

CONTACT PERSON

General questions regarding the Scope of Work shall be directed in writing to Dione Price using the contact information provided above.

ADDITIONAL PROVISIONS

Signature by Responsible Party

All proposals must be signed with the company name and by a responsible officer or employee authorized to transact business on behalf of the company, partnership, or corporation.

Conflict of Interest

The bidders must disclose any interest of the company or its employees, either direct or indirect, that would conflict in any manner or degree with the performance of the services in connection with this project. Bidders must also disclose any affiliation with the Community by the company or any member thereof.

Verbal Agreement

No verbal agreement or conversation with any elected or appointed official, agent, or employee of the Community, either before, during, or after the submittal of this proposal, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the selected contractor to any additional compensation or consideration under the terms of this Request for Proposals.

Changes

The Community may request changes in the scope of services.

Anti-Discrimination

The selected Contractor shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, material status, physical or mental disability, or political beliefs or affiliations.

NOTICE REGARDING INDIAN PREFERENCE

Employers and contractors must comply with all rules, regulations, and guidelines of the Community's Tribal Employment Rights Ordinance (TERO) which sets forth specific obligations of the employer regarding Indian preference. All employers and contractors shall sign and submit a compliance plan for approval by the TERO Director. A copy of TERO and additional information is provided in Attachment E.

For more Information contact:
Debra Picciano, TERO Director
Office of Tribal Employment
Rights 16429 Bear Town Road
Baraga, Michigan 49908
Phone: (906) 353-4167
Fax: (906) 353-7540
E-Mail: tero@kbic-nsn.gov

BID SCHEDULE

FIRM NAME	TELEPHONE NUMBER and E-MAIL ADDRESS
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BID SCHEDULE

The Contractor will complete the Work and accept as full payment, for the Work items listed, the following Unit Prices and/or Item Bid Prices, as applicable:

Bid Item No.	Bid Quantity	Description (Bidder to write price in Words)	Unit Price	Item Bid Price
1	1 Lump Sum	Project Administration	\$	\$
2	1 Lump Sum	Mobilization and Demobilization	\$	\$
3	200 Hours	Excavation and Staging	\$	\$
4	16 Hours	Channel Dredging	\$	\$
5	45,000 Cubic Yards	Loading, Transportation, and Disposal	\$	\$
6	NA	Provisionary Allowance	NA	\$50,000.00
TOTAL				\$

Addenda: Contractor acknowledges receipt of Addenda: No. ___ dated: _____, No. ___ dated: _____

Bid (Sum of Item Bid Prices for all Bid Items):

_____ Dollars \$ _____
 (use words) (in figures)

Contractor's Signature and Title

Date

Witness' Signature

Date

FIGURES

FIGURE 1

PROJECT LOCATION

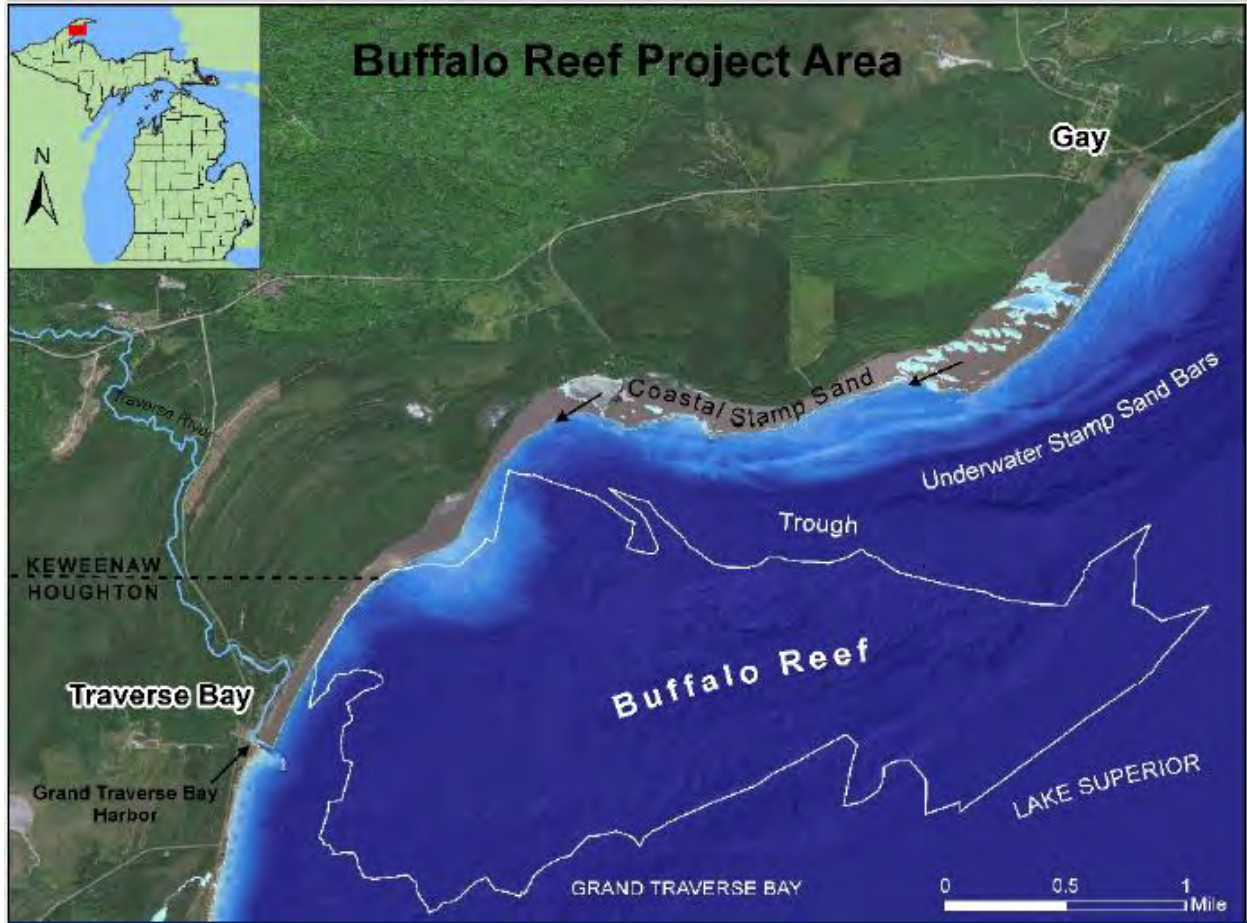


Image adapted from August 2020 Buffalo Reef Task Force Newsletter

FIGURE 2 PROJECT OVERVIEW



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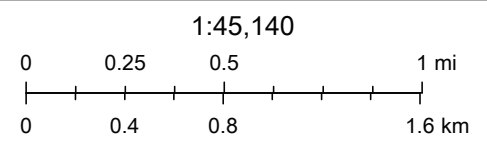
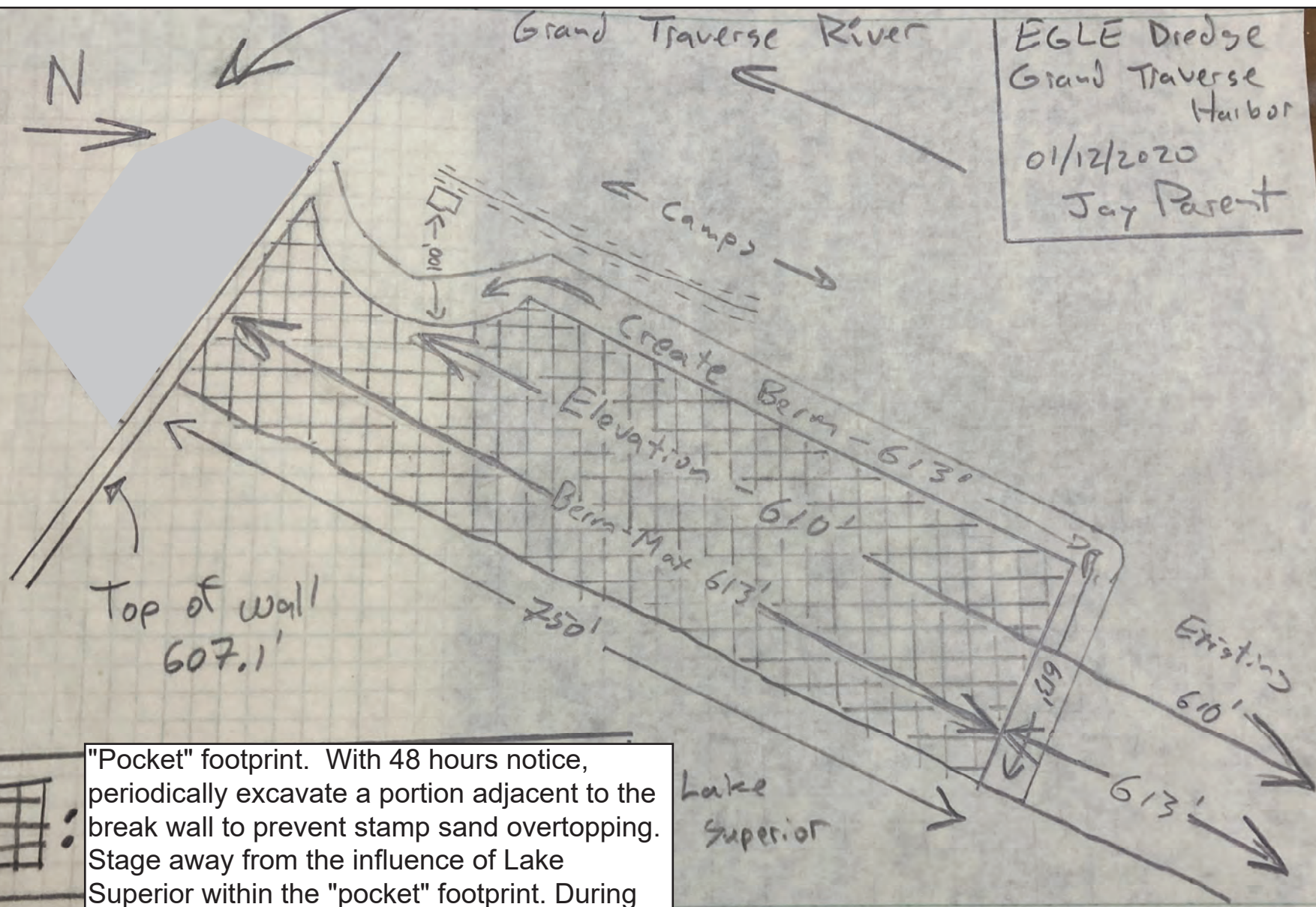
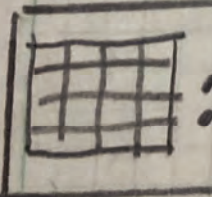


FIGURE 3
EXCAVATION AREA

EGLÉ Dredge
Grand Traverse
Harbor
01/12/2020
Jay Parent



"Pocket" footprint. With 48 hours notice, periodically excavate a portion adjacent to the break wall to prevent stamp sand overtopping. Stage away from the influence of Lake Superior within the "pocket" footprint. During winter, load the stamp sand from the entire "pocket" footprint down to an elevation of approximately 603.1 ft (Lake Superior ~ 602.1 ft) and haul to the existing disposal facility near Gay.



ATTACHMENT A
SPECIFICATIONS

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1. **Incidental Work:** Incidental work items for which separate payment is not measured include, but are not limited to, the following items:

- (a) General Site cleanup and maintenance.
- (b) Project signage.
- (c) Restoration of areas used for material and equipment storage.
- (d) Cooperation and coordination with other contractors, municipalities, utility providers, property owners, Township and County representatives, the BRTF, and others.
- (e) Project record documents.
- (f) Health and safety requirements.
- (g) Site security.
- (h) Haul routes including roads and drainage structures installation, maintenance, and removal.
- (i) Project meetings and administration unless otherwise specified.
- (j) Temporary movement and replacement of surface obstructions to facilitate the work.
- (k) Protection of all existing structures, improvements, surface features, vehicles, artifacts, trees, and shrubs.
- (l) Protection and repair of damage caused to existing paved and unpaved roadways due to construction traffic.

3. Description

3.1 Item 1 – Project Administration:

- (a) Payment: Payment for this item shall be paid for at the Contract Lump Sum Price.
- (b) Measurement:

Payment for Item 1 shall be based on work actually completed as itemized in Contractor's Schedule of Values. This item shall include all labor, equipment, and materials needed for project administration, project coordination, project meetings, notifications to third parties, submittals (health and safety plan, work plan, traffic control plan, cost documentation, etc.), a weather radio, and all other Contractor work tasks included in these specifications which are not part of other bid items.

3.2 Item 2 – Mobilization and Demobilization:

- (a) Payment: Payment for this item shall be paid for at the Contract Lump Sum Price.
- (b) Measurement:

Payment for Item 2 shall be based on work actually completed as itemized in Contractor's Schedule of Values and shall not exceed 4% of the total base bid. This item shall include all labor, equipment, and materials needed for the movement of the Contractor's equipment, supplies, and incidentals to the site for the Work including site establishment, site security, sanitary facilities, soil erosion and sedimentation controls, decontamination, site cleaning, and acquisition of any necessary permits and certifications (including payment of any permit fees). Item 2 also includes insurance as required by the Tier III Services Agreement and bonds (if required). Item 2 includes all required equipment mobilization(s) and demobilization(s).

3.3 Item 3 – Excavation and Staging

- (a) Payment: Payment for this item shall be at the Contract Per Hour Price.
- (b) Measurement:

Payment for Item 3 shall be based on the number of hours of work actually completed to the nearest half hour as documented by the Contractor and verified by the Community and/or their representative. This item shall include all labor, materials, and equipment, including an excavator and bulldozer, necessary to monitor stamp sand accumulation and weather conditions, respond within 48 hours of notice from the Community or their representative, and mechanically excavate accumulated stamp sands away from the north side of the Grand Traverse Harbor break wall. Excavated materials shall be staged on existing stamp sands within the footprint of the "pocket" near the harbor away from the influence of Lake Superior. Sloped paths through the piled stamp sands shall be provided for residents to access the waterfront. Item 3 assumes both pieces of equipment will be in operation for the hourly rate.

3.4 Item 4 – Channel Dredging

- (a) Payment: Payment for this item shall be at the Contract Per Hour Price.
- (b) Measurement:

Payment for Item 4 shall be based on the number of hours of work actually completed to the nearest half hour as documented by the Contractor and verified by the Community and/or their representative. This item shall include all labor, materials, and equipment, including a long-reach excavator, necessary to mechanically dredge accumulated stamp sand from the south side of the north breakwater of Grand Traverse Harbor as directed by the Community or their

representative. The dredging shall be conducted within the limitations (particularly for equipment positioning and dredge depths indicated on Sheets C-102 and C-301) of the U.S. Army Corps of Engineers drawing set issued May 4, 2018 for prior dredging work included in **Attachment G**. The dredging shall also be conducted within the limitations of the issued dredge permit included in **Attachment B**. Dredged stamp sands shall be staged on existing stamp sands near the harbor away from the influence of Lake Superior. This Item only includes dredging of the stamp sands from the channel. Movement of the stamp sands to the staging area at the north end of the "pocket" shall be subsequently conducted under Base Bid Item No. 3 Excavation and Staging to complete the dredging and staging. The listed quantity of hours is an estimated maximum and is not guaranteed. No adjustment of the unit price due to quantity variation will be allowed.

3.5 Item 5 – Loading, Transportation, and Disposal

(a) Payment: Payment for this item shall be at the Contract Per Cubic Yard Price.

(b) Measurement:

Payment for Item 5 shall be based on the number of cubic yards of stamp sands placed in the disposal facility to the nearest whole cubic yard as determined by the difference between the pre- and post-placement volumetric surveys (surveying conducted annually by the Community or a contracted representative). This item shall include all labor, materials, and equipment, including excavator(s), haul trucks, crane/mud mats, temporary winter haul road construction and maintenance, culvert installation and removal, and any other items necessary to load, haul, and place stamp sands from the "pocket" at Grand Traverse Harbor into the existing disposal facility near Gay, Michigan. This item includes grading and smoothing the placed stamp sands in the disposal area to facilitate accurate and efficient volume surveying. Also included is repairing any damaged surface cover, vegetation, structures not intended for demolition or damage, and other features.

3.6 Item 6 – Provisionary Allowance:

(a) Payment: Payment for this item shall be based on agreed upon costs including the purchase of materials, equipment cost, general condition cost, and fees calculated in accordance with the following:

- a. Bidders must include in their Base Proposal Sum a contingency allowance of \$50,000.00. The base bid shall include bonds (if appropriate) and insurance on the value of the allowance.
- b. Monies will be used in the Provisionary Allowance only if directed in writing by the Community or their representative.
- c. Payments under a Provisionary Allowance will include not only the purchase/furnished cost of the materials and equipment involved, but also all related labor costs, subcontract costs, construction equipment costs, general conditions costs and Fee up to 10 percent (%), provided they are calculated in accordance with the requirements of the contract documents.
- d. Unused allowance will be deducted from the contract amount through contract change order.

(b) Measurement:

Payment for Item 6 shall be based on actual Contractor cost for additional work authorized by the Community or their representative to address items that are in the best interest of the Community as they may be encountered during execution of the Work. The actual cost shall be determined from receipts, invoices, time records, labor rates, and other cost documentation that is acceptable to the Community.

PART 2 – MATERIALS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION 01025

SECTION 01300

SUBMITTALS

PART 1 – GENERAL

1. Shop Drawings, Samples and Technical Submittals:

1.1 Contractor's Review: Before each submission, the **Contractor** must:

- (a) determine and verify all field measurements, quantities, dimensions, instructions for installation and handling of equipment and systems, installation requirements (including location, dimensions, access, fit, completeness, etc.), materials, color, catalog numbers and other similar data as to correctness and completeness, and
- (b) have reviewed and coordinated that technical Submittal with other technical submittals and the requirements of the Contract Documents.

1.2 Notice of Variation: The **Contractor** must give the **Community** specific written notice of any variation from the requirements of the Contract Documents.

1.3 Contractor's Approval: The **Contractor** shall not submit unapproved submittals. Each submittal shall be stamped/certified to indicate that the submittal satisfies the requirements of the Contract Documents before submission to the **Community**.

1.4 Responsibility and Authority: Neither the **Community's** or their representative's authority to review any of the Submittals by the **Contractor**, nor the **Community's** or their representative's decision to raise or not to raise any objections about the Submittals, creates or imposes any duty or responsibility on the **Community** or their representative to exercise any such authority or decision for the benefit of the Contractor/Subcontractor/Supplier, any surety to any of them or any other third party. The **Contractor** is not relieved of responsibility for errors or omissions in shop drawings, product data, samples, or similar submittals just because the **Community** or their representative approved them.

1.5 Final As-Built/Record Documents and Submittals: The approved Submittals are a part of the final As-Built/Record Documents required for processing final payment to the **Contractor**.

1.6 Submissions: **Contractor** must submit to the **Community**:

Contractor must submit to the Professional within five (5) working days following the Notice to Proceed an electronic copy of the following administrative submittals (The **Contractor** shall not initiate field activities until **Community** or their representative has reviewed and accepted (as necessary) these submittals):

For Information/Acceptance Only

<u>Pre-Work Submittal</u>	<u>Reference</u>	<u>Can be included in Work Plan</u>
Health and Safety Plan (HASP)	Section 01300	No

For Approval

<u>Pre-Work Submittal</u>	<u>Reference</u>	<u>Can be included in Work Plan</u>
Schedule of Values	Section 01300	No
List of Subcontractors	Section 01300	Yes
Work Plan	Section 01300	Yes
Spill Contingency Plan	Section 01300	Yes
Sample Daily Work Log	Section 01300	Yes
Traffic Control and Access Plan	Section 01300	Yes

(a) **Work Plan:** The **Contractor** shall develop, implement, and maintain a Work Plan for all site activities as part of this Work. The Work Plan shall be submitted and approved prior to proceeding with the Work. No adjustment for time or money will be made for re-submittals required as a result of noncompliance. The Work Plan shall, at a minimum, present the following:

- i. Scheduling and operational sequencing.

- ii. List of subcontractors.
- iii. List of equipment dedicated to project.
- iv. Description of the means, methods, procedures, and equipment to be used for each operation, including:
 - 1. Excavation and staging of stamp sands north of the Grand Traverse Harbor break wall
 - 2. Winter haul road construction and maintenance, including culvert placement in winter and removal in spring across the Former Coal Dock Area Stream Outlet (refer to **Figure 2**).
 - 3. Transportation and placement of stamp sands in the existing disposal facility, including pile smoothing and grading.
- v. Details for the construction methods for review and acceptance.
- vi. The **Contractor** shall submit a Spill Contingency Plan (may be included in the Work Plan). The Plan shall address all the potential hazards including hydraulic hose breaks near surface water, truck rollover, and necessary actions to follow in case of spills, and emergency phone numbers.
- vii. The **Contractor** shall submit a Traffic Control and Access Plan (may be included in the Work Plan). The Traffic Control and Access Plan shall incorporate text and sketches that detail the **Contractor's** means and methods for accessing the work locations and maintaining and protecting traffic on all affected roads during the construction period as well as minimizing impacts on residences and others located along access routes to the work locations. The sketches shall depict how the **Contractor** plans to access the work locations.

(b) **Health and Safety Plan (HASP):** The **Contractor's** HASP is for implementation by the **Contractor** and provided to the **Community** for informational purposes only. The **Community** or their representative may review the HASP for completeness. Comments will be provided to the **Contractor**, but no approval of the HASP will be granted. Following inclusion of the comments, the **Community** or their representative will accept the HASP. The HASP is an enforceable document that shall guide the activities of the **Contractor's** and all subcontractor personnel. The HASP shall define site-specific safety provisions required for all project activities of the **Contractor** and subcontractors.

Hazard Communication Program – A hazard communication program shall be used in accordance with 29 CFR Part 1926.59.

The site-specific HASP shall meet the requirements, at a minimum, of the following:

- i. 29 CFR 1904 – Record Keeping, United States Occupational Safety and Health Administration (OSHA), as amended.
- ii. 29 CFR 1910 – Safety and Health regulations for general Industry, OSHA, as amended.
- iii. 29 CFR 1926 – Safety and Health Regulations for Construction, OSHA, as amended.
- iv. 49 CFR 171.8 – Hazardous Materials in Transport, United States Department of Transportation (USDOT), as amended.
- v. 40 CFR 261.3, 264, and 265, RCRA, USEPA, as amended.
- vi. Standard Operating Safety Guides, USEPA, November 1984.

The **Contractor** and **Contractor's** safety officer shall be solely responsible for the implementation and monitoring of the HASP. The HASP shall address, but not be limited to, the following items:

- i. *Site Characterization:* Provide a description of past activities at the site and planned construction activities, including specific tasks required to complete the Work.
- ii. *Hazards:* Provide a list and description of potential chemical, biological, and physical hazards associated with the site and excavation and transportation activities to be conducted, including work during storms and winter conditions, and limited communication challenges. Include Job Safety Analyses for the tasks to be conducted.
- iii. *Planning:* Describe the proposed health and safety organization and procedures for continuous updating of the HASP based on actual site conditions. The **Community** shall be notified in writing of any proposed changes. This Section shall also identify site operating procedures and include use of a weather radio.
- iv. *Training:* Identify the types and level of training provided to all site workers and other on-site personnel prior to their assignment to this project. Provide the name, qualifications, and responsibilities of the site Safety Officer and all health and safety staff. Provide copies of appropriate certifications for all individuals who will be involved in the Work.

The HASP must include and follow all local, state, and federal regulations related to COVID-19 if applicable at the time of the work. If applicable, the HASP must contain a section or appendix specifically

addressing COVID-19 as it relates to the proposed work and outlining specific procedures for construction operations that meet the requirements of the most recent Executive Orders and issued OSHA guidance/requirements. The COVID-19 Mitigation Plan should include each of the following items:

- i. Designated COVID Safety Officer
- ii. Health Screening
- iii. Entry Points or Check-In
- iv. Limited Equipment Sharing
- v. Social Distancing, if working within 3 ft – face shields + face coverings
- vi. Choke points
- vii. Limited handling of equipment
- viii. Hand Sanitization

(c) **Schedule of Values:** Before the construction start date, the **Contractor** must submit a Schedule of Values to the Community for review and approval, of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task, including separate monies allocated for General Condition items and project close-out. The aggregate total value for all tasks must be equal to the total Contract sum.

- i. The Schedule of Values must be approved by the **Community** or their representative prior to approval for payment of any **Contractor** invoices.
- ii. Quantities and unit prices may be included in the schedule when approved by or required by the Community.
- iii. The schedule shall consist of columns titled Item Number, Description of Work, Quantity, Unit Cost and Scheduled Value.
- iv. The Schedule of Values is not a re-submittal of the successful bidder's proposal. The Schedule of Values should be detailed enough to indicate how the unit price was derived. For each line item in the Bid Schedule list sub-values, including but not limited to major products, fees, equipment costs, transportation costs, disposal and/or recycling costs, labor costs, subcontractor costs, and material costs. The sum of the sub value shall equal the cost for the line item.
- v. Breakdown shall be in sufficient detail to serve as a basis for computing values for progress payments during construction.
- vi. For each line item, include a directly proportional amount of the **Contractor's** overhead and profit.
- vii. Upon request of the **Community** or their representative, support the values with data that will substantiate their correctness.
- viii. After review by the **Community** or their representative, revise and resubmit as required until accepted.
- ix. No partial payment requests will be entertained until the Schedule of Values has been accepted.

(d) **Daily Work Log:** The **Contractor** shall maintain a daily log of Work activities when work is occurring, including the Work of subcontractors. This log shall be in an acceptable and legible form. It shall include a description of the trades working on the project, names of personnel working, the hours worked, the weather conditions encountered, any delays encountered, start and finish photographs, outline the Work accomplished during the reporting period, problems (real or anticipated) that should be brought to the attention of the Community, notification of any significant deviation from previously agreed upon Work Plans, and acknowledgement of deficiencies noted along with the corrective actions taken on current and previous deficiencies. The log shall include factual evidence that the required activities have been performed, including but not limited to the following:

- i. Photographs before and after Work completed each day.
- ii. Type and number of equipment, and operating hours subject to prevailing wages.
- iii. Nature of defects, causes for rejection, etc.
- iv. Corrective actions taken
- v. Any spills that occurred

Legible copies of the log shall be provided to the Community and their representative via email the day following the reporting period covered by the Daily Work Log.

1.7 Community's Review and Return: Submittals will be returned to the **Contractor** within five Business Days. The **Contractor** is responsible for any time Delay and any cost incurred by the **Community**, their representative, **Contractor** or Subcontractors/Suppliers as a result of resubmissions and re-reviews of a particular Submittal. The **Contractor** shall revise and correct submittals returned for revision and resubmittal until approval by the

Community or their representative is achieved. Time consumed by resubmissions and reviews of a particular submittal shall not be cause for claims of delay to the project. The **Contractor** shall plan for submittals appropriately.

PART 2 – MATERIALS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION 01300

DIVISION 31
EARTHWORK

SECTION 31 22 16

HAUL ROADS

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- 1.1.1 The construction of a haul road on the stamp sand beach between the excavation/staging area immediately north of the Grand Traverse Harbor break wall and the existing disposal area near Gay is necessary for completing the Work.
- 1.1.2 The proposed haul route is depicted on **Figure 2**. The **Contractor** shall determine the exact location and construct and maintain the haul route.
- 1.1.3 The **Contractor** is responsible for installing and maintaining a culvert and other improvements as may be needed to cross the stream outlet in the Former Coal Dock Area depicted on **Figure 2**. The culvert and any other improvements shall be installed as-needed each winter and removed at the completion of the seasonal hauling Work. The stream outlet shall not be blocked by the hauling activities causing a backup of water.
- 1.1.4 The **Contractor** is responsible for maintaining and re-constructing the haul route as needed to complete the Work.
- 1.1.5 Protect existing roadways, landscaped/improved areas, and adjacent properties from damage.

1.2 EXISTING CONDITIONS

- 1.2.1 Prior to construction, the **Contractor** shall consider the suitability of haul routes on-site for transporting stamp sand to the disposal area and off-site for mobilizing equipment to the Work areas, and shall assess conditions of construction, adjacent construction, recording existing settlement or cracking of structures or roadways, and set benchmarks. The **Contractor** shall prepare a list of such damages, verified by dated photograph or video on CD, and submit for the **Community's** records.

1.3 SUBMITTALS

- 1.3.1 As part of the Work Plan required by **Section 01300**, provide layout sketches depicting the location of access routes to the Work locations from existing roads and provide a sketch depicting the proposed construction of the stream crossing.
- 1.3.2 Documentation of existing conditions in accordance with **Paragraph 1.2.1**.

PART 2 – MATERIALS

2.1 HAUL ROAD AND ACCESS ROUTES

- 2.1.1 Crane/mud mats may be used to cross soft terrain to create the haul road. Any such mats shall be removed at the completion of the Work.

PART 3 – EXECUTION

3.1 HAUL ROADS AND ACCESS ROUTES

- 3.1.1 The **Contractor** shall be responsible for protecting improvements and adjacent properties and shall maintain all temporary haul/access roads in a safe condition throughout the project. Should haul/access roads become damaged and create dangerous conditions, the **Contractor** shall timely commence repair to rectify the situation.
- 3.1.2 At the completion of construction, all improvements (culvert crossing, etc.) constructed for temporary haul roads/access routes shall be completely removed and the areas restored to pre-existing conditions unless otherwise agreed to by the **Community** or their representative.
- 3.1.3 The **Contractor** shall repair and maintain the access route as needed to complete the Work and maintain safe transportation routes.

- 3.1.4 Truck speeds on access routes shall be considerate of safety hazards for two-way traffic and adjacent residential and recreational uses.

END OF SECTION 31 22 16

SECTION 31 22 23

EXCAVATION

PART 1 – GENERAL

1.1 DESCRIPTION

1.1.1 The Work in this Section includes but is not limited to:

1.1.1.1 Excavation of accumulated stamp sands from adjacent to the north side of the Grand Traverse Harbor break wall to prevent overtopping of the break wall. Stage excavated material within the footprint of the “pocket” depicted in **Figure 3** away from the influence of Lake Superior.

1.1.1.2 Excavation of all stamp sands down to 1-foot above the Lake Superior water level over the entire footprint of the “pocket” depicted in **Figure 3**, and direct loading for transport to the disposal area.

1.2 EXISTING CONDITIONS

1.2.1 The continued migration of stamp sands repeatedly causes accumulation of a beach ridge, which left unchecked overtops the break wall and hinders navigation.

1.3 FIELD MEASUREMENTS

1.3.1 Verify that specified depth and area of excavation shown on the Drawings are met, unless otherwise specified by the **Community** or their representative.

1.4 SUBMITTALS

1.4.1 **Contractor** shall submit to the **Community** for approval a Work Plan defining the planned construction. Refer to **Section 01300** for additional details.

1.5 QUALIFICATIONS

1.5.1 The **Contractor** must have experience with excavation and transportation of large volumes of material demonstrated through prior experience and their proposed technical approach for this project.

1.6 SCHEDULING

1.6.1 The **Contractor** must be able to respond and begin excavating to prevent break wall overtopping within 48 hours of notice from the **Community** or their representative in response to observations provided by the **Contractor** or those of the **Community** or their representative.

1.6.2 The **Contractor** shall provide the **Community** and their representative notice of when they will arrive on-site so that the **Community** or their representative can observe the work as needed.

1.6.3 The schedule for seasonal excavation of the entire “pocket” area, loading, and hauling shall be at the discretion of the **Contractor** but requires below freezing winter temperatures and must be completed before spring breakup.

1.7 TRAFFIC CONTROL

1.7.1 The **Contractor** shall follow the procedures and operations defined in the Traffic Control and Access Plan prepared as part of the Work Plan and approved for the Site.

PART 2 – PRODUCTS

2.1 EQUIPMENT

2.1.1 The **Contractor** shall provide equipment, personnel, materials, and facilities necessary to efficiently excavate, stage, load, and transport stamp sands, and construct and maintain the winter haul road. Selected equipment shall be large enough to efficiently move large

volumes of material in a timely fashion with the given ground conditions.

- 2.1.2 The **Contractor** is expected to minimally provide an excavator and bulldozer for stamp sand excavation away from the break wall and staging away from the influence of Lake Superior.
- 2.1.3 The excavator for moving stamp sands away from the break wall shall be equipped with a minimum 2 cubic yard bucket.
- 2.1.4 The bulldozer for relocating and staging stamp sands shall be equivalent in capability to a Caterpillar D8.

PART 3 – EXECUTION

3.1 PREPARATION

- 3.1.1 Identify required lines, levels, contours, and datum locations.
- 3.1.2 Locate, identify, support, and protect utilities from damage. Maintain a minimum distance of 100 feet from all existing structures for all activities.
- 3.1.3 Protect benchmarks, survey control points, fences, wells, septic systems, trails, signs, paving, utilities, the break wall, other improvements, and adjacent vegetation and structures from excavating equipment, vehicular traffic, or other damage caused by the construction activities.
- 3.1.4 Comply with the provisions of Michigan Public Act (PA) 174 of 2013 “MISS DIG Underground Facility Damage Prevention and Safety Act”.

3.2 CONSTRUCTION

- 3.2.1. The **Contractor** shall not initiate any construction activities prior to submittal approval(s) by the **Community** or their representative.
- 3.2.2. Mechanically excavate stamp sand as it accumulates as a beach ridge adjacent to the north side of the harbor break wall. Excavate to 1-foot above the Lake Superior water level. **The Contractor must be able to respond and begin excavating within 48 hours of notice from the Community or their representative.** Material shall be stored on existing stamp sands near the harbor away from the influence of Lake Superior. Refer to **Figure 3. This on-demand excavation may necessarily occur over a wide variety of weather conditions to prevent stamp sands from overtopping the break wall, including prior to and during severe storms.**
- 3.2.3. To the extent possible, stage stamp sands away from the influence of Lake Superior within the “pocket” so the staged material does not block the residents’ view of Lake Superior from their cabins/homes. Provide “ramps” spaced at intervals through the staged material so recreational beach users can readily access Lake Superior.
- 3.2.4. In the winter, load and truck material away from the harbor along a haul road developed and maintained by the **Contractor** on the beach to the existing stamp sand disposal area. Upon completion, all material within the stamp sand interception “pocket” north of the break wall shall be removed down to 1-foot above the water level of Lake Superior. The schedule for this seasonal loading and hauling shall be at the discretion of the **Contractor** but requires below freezing winter temperatures and must be completed before spring breakup.
- 3.2.5. The **Contractor** may be required to excavate/stage and load/haul stamp sand simultaneously depending on weather conditions and other circumstances. The **Contractor** must be capable of conducting these activities simultaneously.
- 3.2.6. **The Contractor shall assume the risks regarding the presence or proximity of overhead or underground utility and private lines, pipes, conduits and support work for same, existing structures, and property of whatever nature.** Responsibilities for damages and expenses for direct or indirect injury to such structures or to any person or property by reason of them or by reason of injury to them, whether such structures are or are not shown on the Drawings, by work of this contract, rest solely with the **Contractor**.

- 3.2.7. Construction shall be completed in accordance with OSHA 29 CFR Part 1926.
- 3.2.8. Notify the **Community** of unexpected subsurface conditions and cease Work in area until notified to resume Work.
- 3.2.9. Storage of construction equipment shall be placed so as to prevent inconvenience to beach users and adjacent residents, must be secured, and shall be staged away from the influence of Lake Superior. Construction equipment shall not be staged or stored on private property unless written consent of the property owner(s) has been filed with the **Community**.
- 3.2.10. No construction equipment or transport vehicles shall be allowed to continuing operating that are leaking engine or hydraulic fluids.
- 3.2.11. The **Contractor** shall provide a sufficient number of trucks for hauling material to the disposal location to keep the project running efficiently and meet the contract time.

3.3 DISPOSAL FACILITY

- 3.3.1 Stamp sand removed from the “pocket” shall be placed in an unused portion of the existing disposal facility.
- 3.3.2 Placed material shall be in one location and graded to not extend above the top of the perimeter berm of the disposal facility and to have relatively smooth and straight edges to facilitate efficient and accurate volumetric surveying.

3.4 FIELD QUALITY CONTROL

- 3.4.1 Field inspection shall to be performed by the **Contractor** to ensure excavation complies with the specifications and drawings.
- 3.4.2 The **Community** and their representative shall be allowed to review the excavation conducted in the “pocket” as well as the haul road and disposal location.

END OF SECTION 31 22 23

SECTION 31 22 28

SOLIDS AND WATER MANAGEMENT

PART 1-GENERAL

1.1 DESCRIPTION

1.1.1 The work of this section includes, but is not limited to:

1.1.1.1 Handling of stamp sands.

1.1.1.2 Spill response.

1.2 JOB CONDITIONS

1.2.1 Equipment Decontamination:

1.2.1.1 Solids

1.2.1.2.1 Stamp sands generated from decontamination shall be left on the stamp sand beach area.

1.2.1.2.2 Stamp sands which comprise the predominant beach sediments in the work areas have been characterized by regulation as nonhazardous.

1.2.2 Spill Response Materials

The work will occur alongside the surface water of Lake Superior. Accordingly, the **Contractor** shall maintain spill response materials and absorbents at the job site for immediate deployment in the event of a spill or leak, such as a hydraulic hose break.

1.2 CONTRACTOR QUALIFICATIONS

1.2.2 **Contractor** shall have a Health and Safety Program in place that conforms to the requirements of 29 CFR 1910 and 29 CFR 1926.

PART 2-PRODUCTS

Not Used.

PART 3-EXECUTION

3.1 STAMP SAND

3.1.1 Any stamp sand which adheres to construction equipment or vehicles shall be removed prior to leaving the work site.

3.1.2 Tracking of mud onto paved or established roadways is prohibited.

3.2 SPILL CONTROL

3.2.1 The **Contractor** shall be responsible for cleaning up all spills at no additional cost to the **Community**. If a spill occurs, the **Contractor**, as necessary, shall take the following actions at a minimum:

3.2.1.1 Notify the **Community** and any other appropriate agencies immediately.

3.2.1.2 Take immediate measures to control and contain the spill. This shall include as a minimum the following actions as applicable (if these can be safely conducted):

3.2.1.2.1 Keep unnecessary personnel away, isolate hazardous areas, and deny entry.

3.2.1.2.2 Do not allow anyone to contact spilled material unless employing appropriate personal protective equipment.

3.2.1.2.3 Stay upwind; keep out of low areas.

- 3.2.1.2.4 Keep combustibles away from the spilled material.
- 3.2.1.2.5 Isolate the spill from surface water if possible.
- 3.2.1.2.6 Other actions as needed to contain the source and minimize the spread of the spill.
- 3.2.1.3 The **Contractor** shall implement general spill control actions as follows:
 - 3.2.1.3.1 Solid Spills: Remove and place contaminated materials into appropriate staging areas and properly dispose of the material as soon as possible.
 - 3.2.1.3.2 Liquid Spills: Use absorbents or absorb with sand, clean fill, or other non-combustible absorbent material. Excavate and contain soils/sediment/stamp sands affected by the spill. Dispose of the absorbent/soil/spill mixture in accordance with applicable regulations.
- 3.2.2 Decontamination procedures shall be required after cleanup to eliminate detectable concentrations of the substance spilled, or reduce it to an acceptable level as determined by the **Community**. Decontamination associated with spills shall be completed at no additional cost to the **Community**. Complete cleanup may require removal of contaminated soils. All contaminated materials including solvents, cloth, soil and wood that cannot be decontaminated must be properly containerized, labeled, and disposed of as soon as possible.
- 3.2.3 All spills shall be noted in the daily log. A spill report shall also be prepared by the **Contractor**, which includes final disposal location. A copy of the spill report shall be submitted to the **Community** within five (5) days of the spill event, unless the **Contractor** is otherwise directed. If this is not possible, the **Contractor** shall submit a written statement to this effect with an estimated date for completion of the spill report.

END OF SECTION 31 22 28

ATTACHMENT B
GAY STAMP SANDS PERMIT



NOTICE OF AUTHORIZATION

Permit Number: WRP024113 v. 1

Date Issued: August 5, 2020

Site Name: 42-Gay Stamp Sands 2020 Grand Traverse Bay-Sherman Twp

Expiration Date: August 5, 2025

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.

Authorized activity:

Dredge and remove 5,000,000 cubic yards of stamp sands from Lake Superior bottomlands and place it on the existing stamp sands pile near Gay, Michigan. The hydraulically dredged material will be placed in an area approximately 70 acres in size where it will be contained by a 40-foot-tall berm and dewatered naturally through the existing stamp sands. Any dredged native sands will be placed directly to the south of the mouth of the Traverse River Harbor.

To be conducted at property located in Houghton County, Keweenaw County, Schoolcraft Township, Sherman Township TRS 55N 31W Sec 03, 56N 31W Sec 34, 56N 31W Sec 35, 56N 31W Sec 36, 56N 30W Sec 30
Waterbody: Lake Superior

Permittee:
Jim Dexter, MDNR Fish Division
Box 30028
Lansing, MI 48909

Hunter King
Marquette District Office
Water Resources Division
906-235-4537

*This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.*
Please refer to the above permit number with any questions or concerns.

EGLE-WRD
WRP024113 v1.0
Approved
Issued On:08/05/2020
Expires On:08/05/2025



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
INDIVIDUAL PERMIT**

Issued To:

**Jim Dexter, MDNR Fish Division
Box 30028
Lansing, MI 48909**

**Permit No: WRP024113 v.1
Submission No.: HNZ-1C48-361TB
Site Name: 42-Gay Stamp Sands 2020 Grand Traverse Bay-Sherman Twp
Issued: August 5, 2020
Expires: August 5, 2025**

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- | | |
|---|--|
| <input type="checkbox"/> Part 301, Inland Lakes and Streams | <input type="checkbox"/> Part 323, Shorelands Protection and Management |
| <input type="checkbox"/> Part 303, Wetlands Protection | <input checked="" type="checkbox"/> Part 325, Great Lakes Submerged Lands |
| <input type="checkbox"/> Part 315, Dam Safety | <input type="checkbox"/> Part 353, Sand Dunes Protection and Management |
| <input type="checkbox"/> Part 31, Water Resources Protection (Floodplain Regulatory Authority) | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Dredge and remove 5,000,000 cubic yards of stamp sands from Lake Superior bottomlands and place it on the existing stamp sands pile near Gay, Michigan. The hydraulically dredged material will be placed in an area approximately 70 acres in size where it will be contained by a 40-foot-tall berm and dewatered naturally through the existing stamp sands. Any dredged native sands will be placed directly to the south of the mouth of the Traverse River Harbor. All work shall be completed in accordance with the attached plans and the terms and conditions of this permit.

Authority granted by this permit does not waive any jurisdiction of the United States Army Corps of Engineers or the need for a federal permit.

**Waterbody Affected: Lake Superior
Property Location: Houghton County, Keweenaw County, Schoolcraft Township, Sherman Township
TRS 55N 31W Sec 03, 56N 31W Sec 34, 56N 31W Sec 35, 56N 31W Sec 36, 56N
30W Sec 30**

**EGLE-WRD
WRP024113 v1.0
Approved
Issued On:08/05/2020
Expires On:08/05/2025**

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. This permit shall not be assigned or transferred without the written approval of EGLE.
- J. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- K. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- L. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- M. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- N. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- O. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- P. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.

- Q. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- R. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- S. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- T. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- U. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- V. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- W. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- X. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
1. Authority granted by this permit does not waive permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit www.mi.gov/eglestormwater and select "Soil Erosion and Sedimentation Control Program" under "Related Links."
 2. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
 3. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
 4. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
 5. Unless waived by MDNR Fisheries Division, no work or dredging within the water authorized by this permit is allowed from November 1 to December 15 due to critical spawning, migration, and/or recreational use periods.
 6. All dredge/excavated material shall be immediately piped or placed into trucks or barges and taken to the approved disposal site. Placement of dredge/excavated material into open water, onto ice, or onto exposed bottomland is not authorized by this permit.
 7. If any non-natural structures or debris are encountered during dredging (other than natural sand, stamp sand, or natural beach debris), immediately contact Hunter King at kingh@michigan.gov or (906) 235-4537.
 8. The Michigan EGLE Pollution Emergence Alerting System (PEAS) and federal National Response Center (NRC) shall be immediately notified if any spill occurs (of hydraulic fluid, gasoline, diesel, oils, or hydrocarbon products) or if any incident occurs during the project that may negatively impact any existing infrastructure on Lake Superior bottomlands or in adjacent regulated areas
 - a. EGLE PEAS Hotline: 800-292-4706
 - b. NRC Hotline: 800-695-7403

9. All materials placed for temporary access roads and all other temporary structures shall be removed immediately upon completion of the associated phase of the project activity or by the expiration date of this permit, whichever is earlier. All temporary structure areas shall be restored upon removal of the temporary structure.
10. Issuance of this permit does not convey any right, title, or ownership in the state-owned public trust bottomlands of the Great lakes occupied by fill, docks, seawall, pilings, breakwaters, or other structures at the project site.
11. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.
12. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

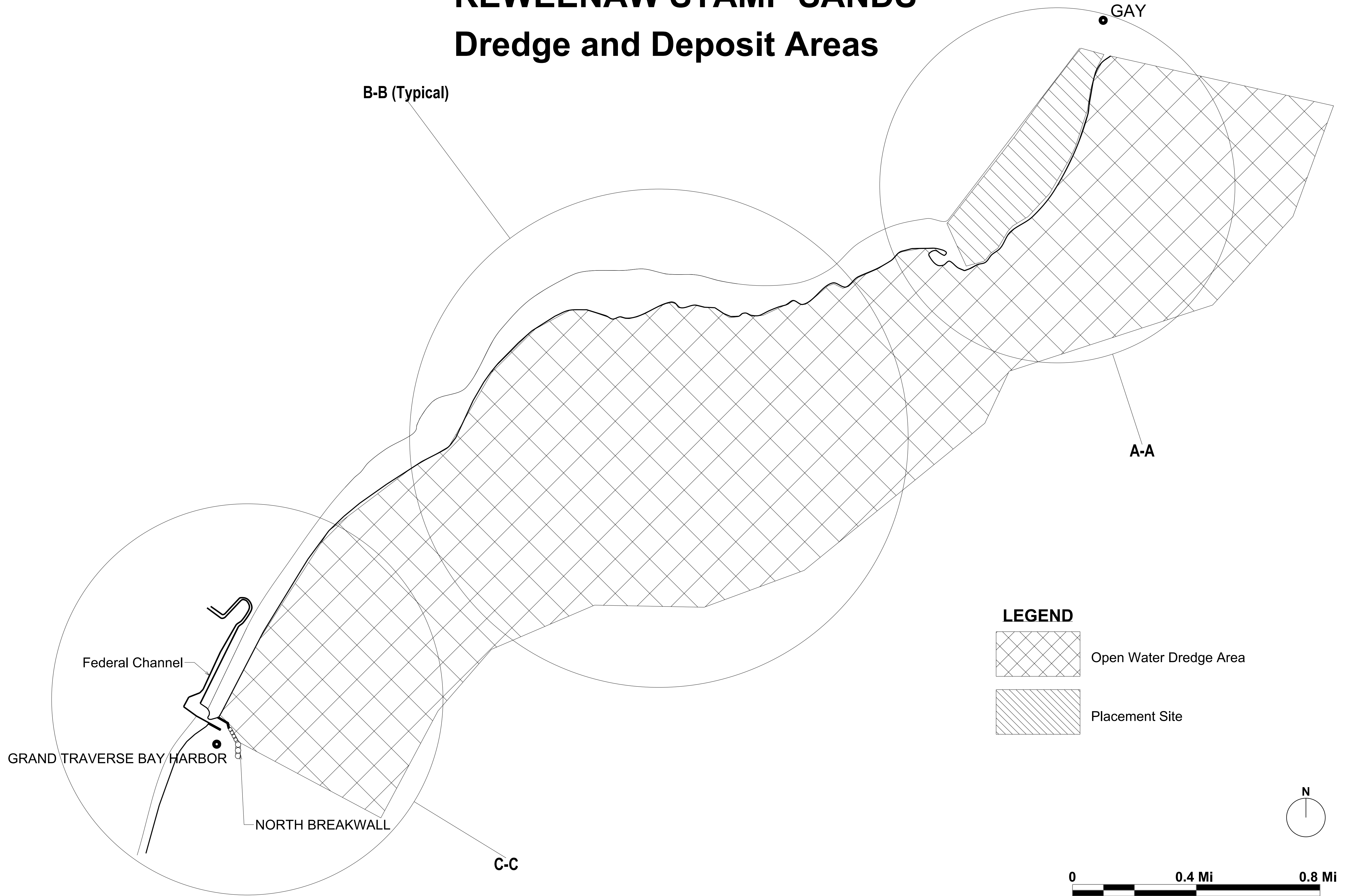


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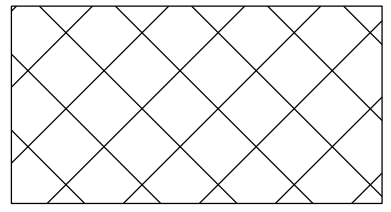
Hunter King
Marquette District Office
Water Resources Division
906-235-4537

cc: Schoolcraft Township Clerk
Houghton CEA
Sherman Township Clerk
Keweenaw CEA
Hal Harrington, U.S. Army Corps of Engineers
Jay Parent, Michigan EGLE
Evelyn Ravindran, KBIC Natural Resources Department

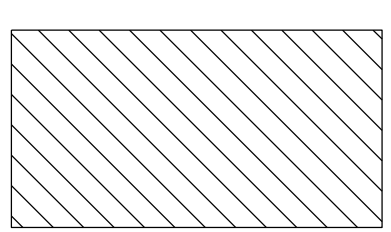
KEWEENAW STAMP SANDS Dredge and Deposit Areas



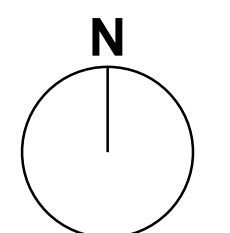
LEGEND



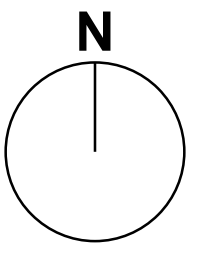
Open Water Dredge Area



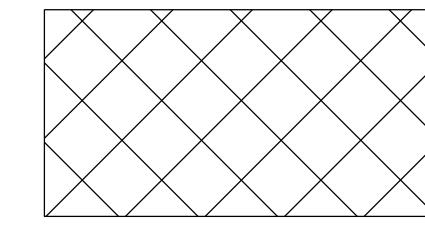
Placement Site



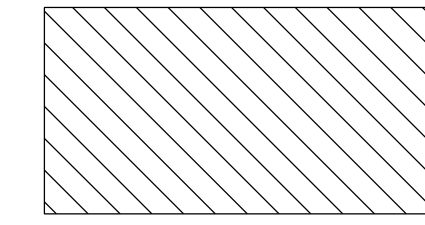
Location A-A



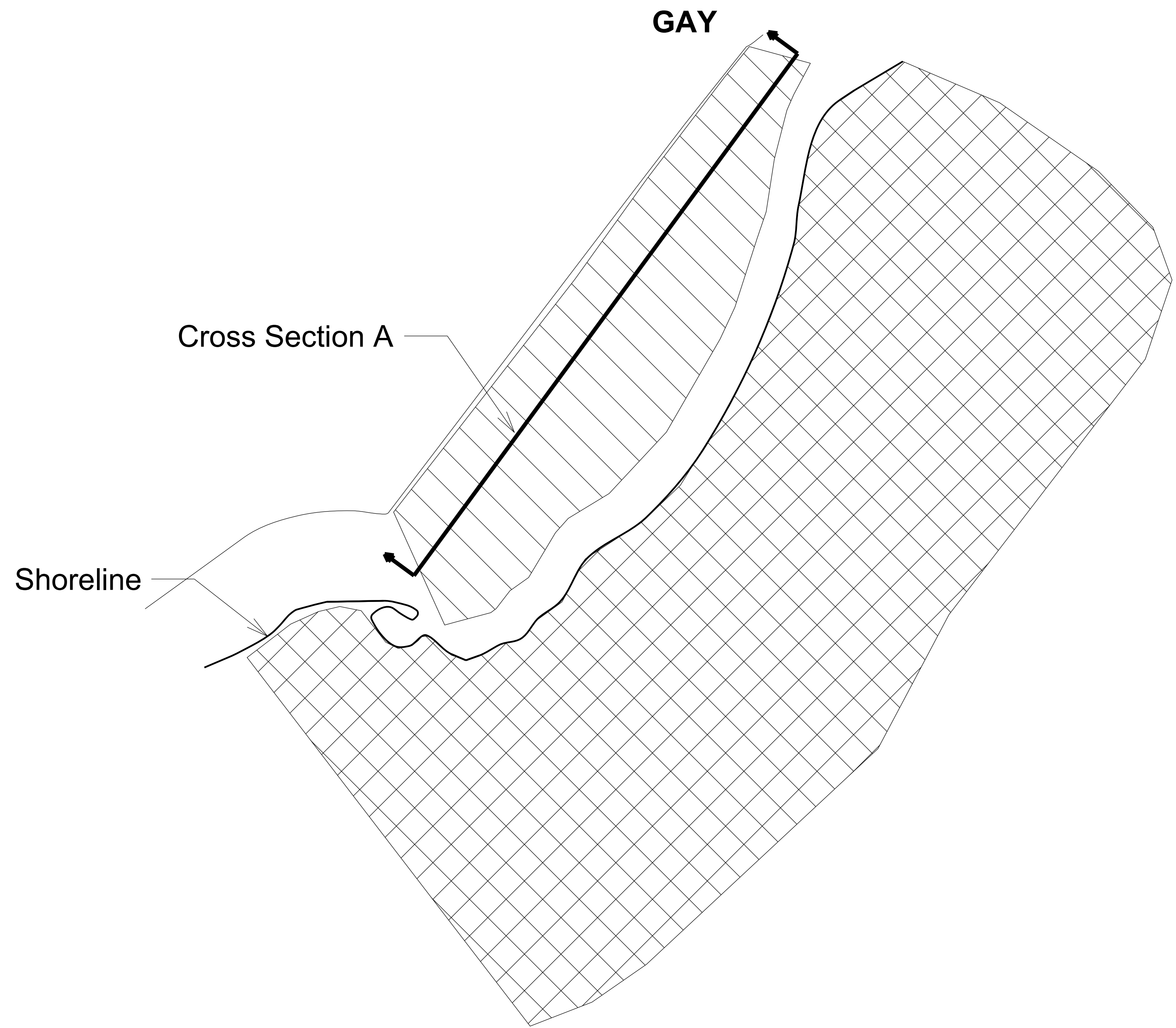
LEGEND



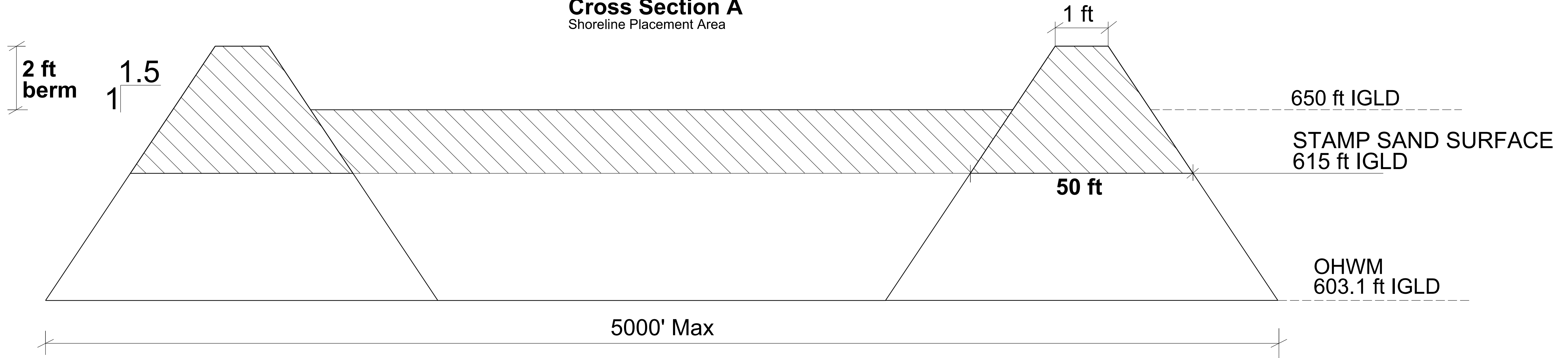
Open Water
Dredge Area



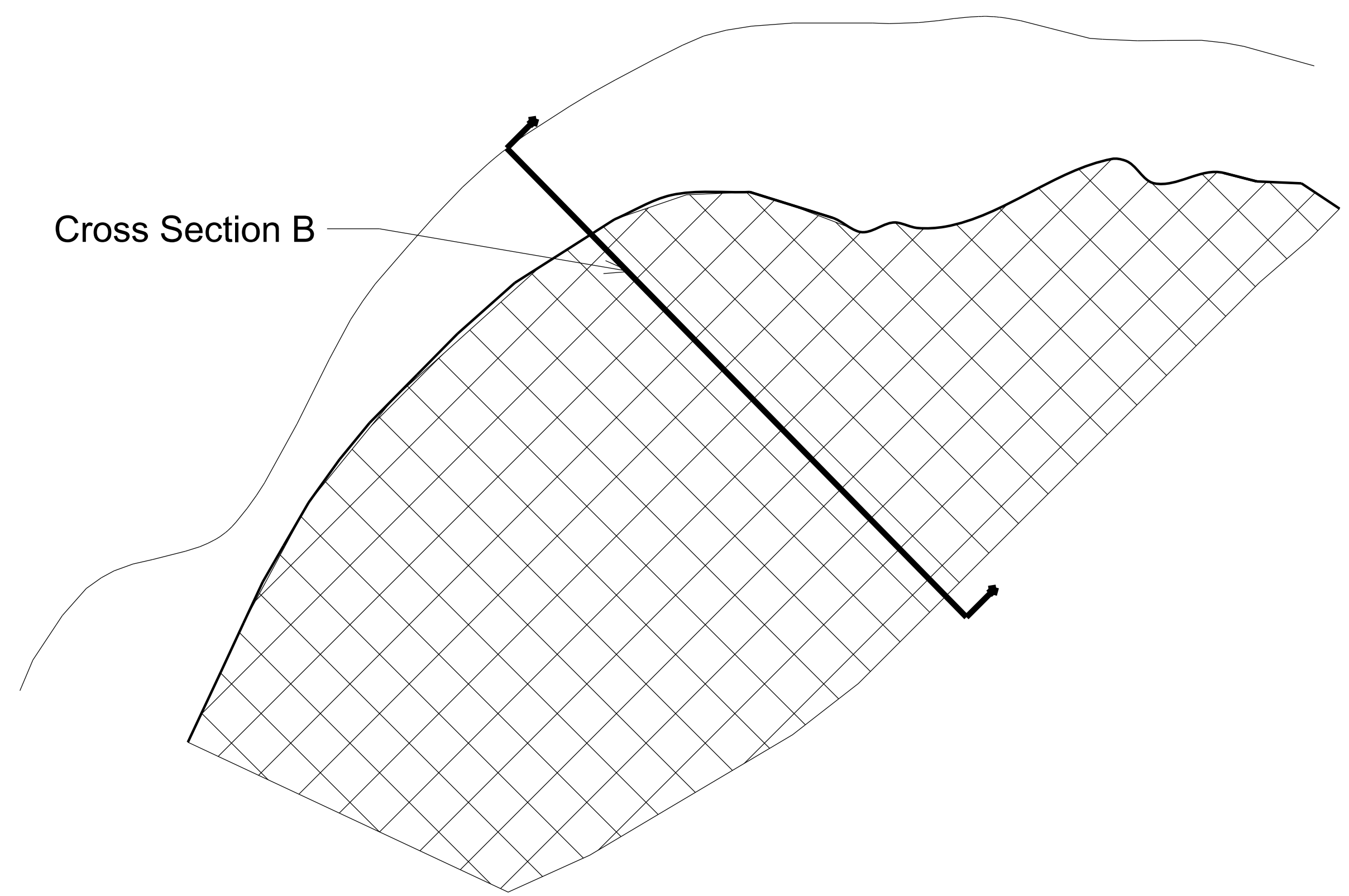
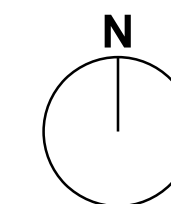
Fill Placement Area



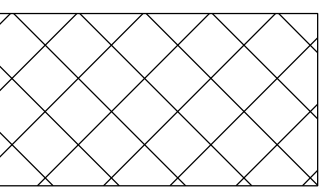
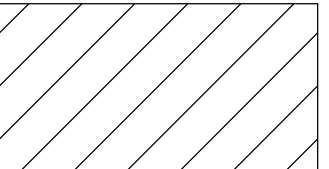
Cross Section A
Shoreline Placement Area



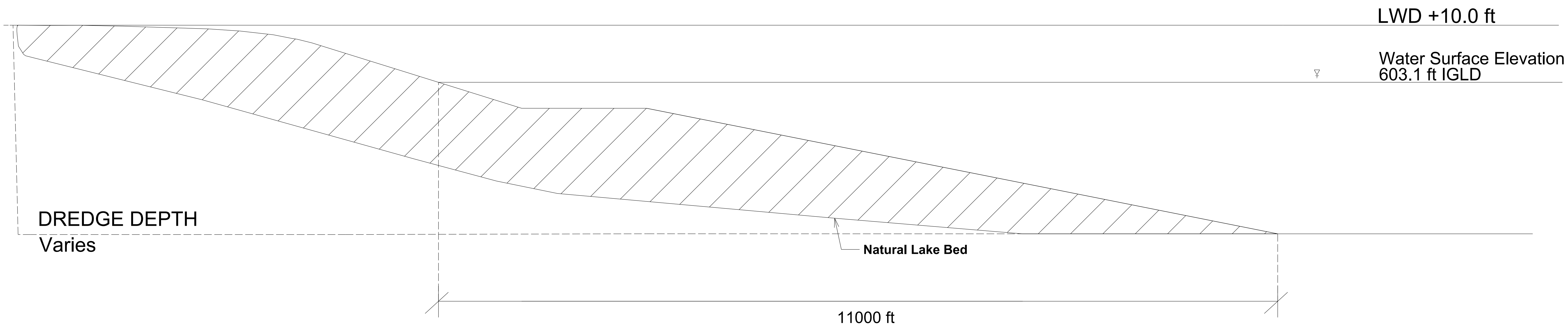
Location B-B



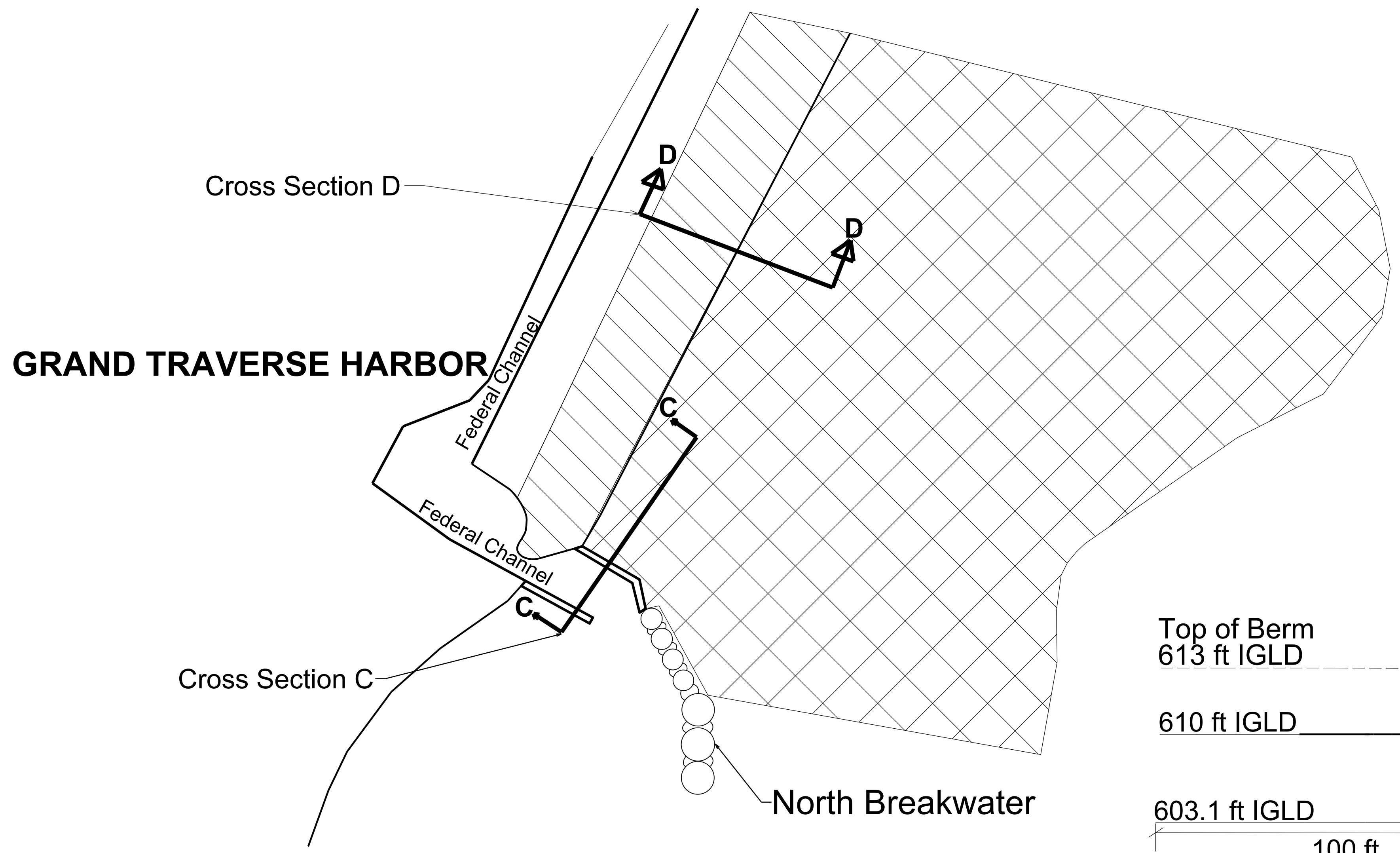
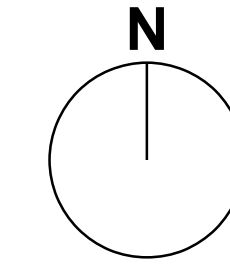
LEGEND

-  Shoreline and Open Water Dredge Area
-  Cut (Stamp Sand)

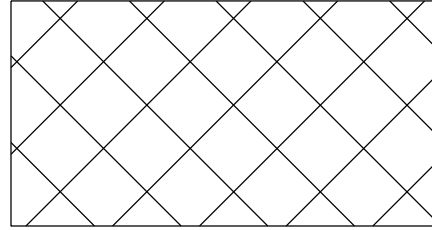
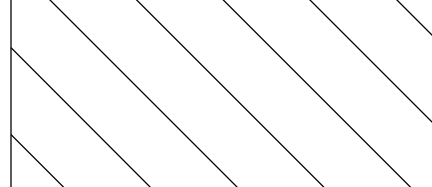
Cross Section B



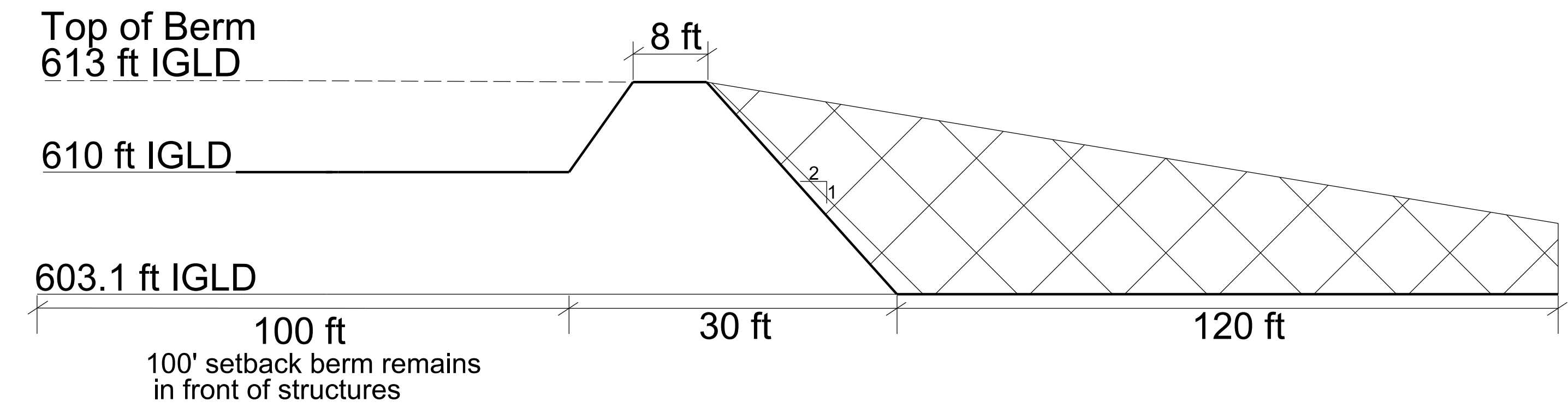
Location C-C



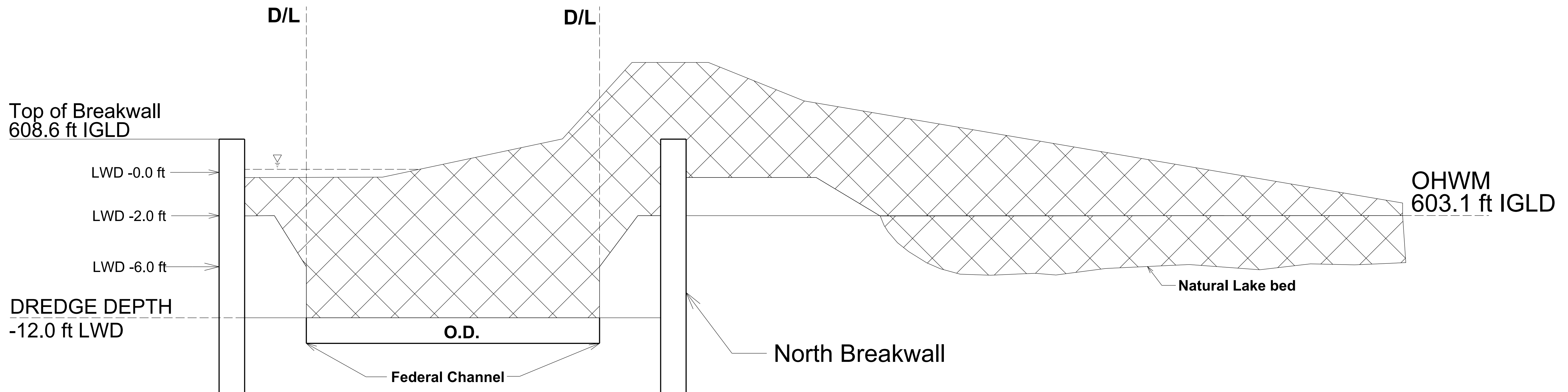
LEGEND

-  Shoreline and Open Water Dredge Area
-  100 feet setback distance from any structures

Cross Section D (Typical)



Cross Section C



ATTACHMENT C
FEDERAL PROVISIONS

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the Community's terms and conditions, including any parts of the Community's Tier III Services Agreement (Contract), the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

The Contractor and all Subcontractors must comply with all laws pertaining to occupational classifications and wage requirements as follows:

1. Equal Employment Opportunity

If this Contract is a "federally assisted construction contract" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- b. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- e. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- f. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of

such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis Bacon and Related Acts Wage and Classifications

- a. If applicable, the Contractor (and its Subcontractors) for prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.
- e. The Contractor shall maintain payrolls and basic records relating thereto for a period of three (3) years after the project; contractor shall submit Certified Payroll Reports using US Department of Labor Wage and Hour Division Form WH-347 for each weekly payroll to support and document compliance with the Davis Bacon Wage rates.

- f. Davis Bacon wage and classification schedules applicable for this project/location are included in **Attachment F**.
3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

 - a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency 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 of these contract clauses.
 - c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.
4. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

 - a. **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.
 - b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (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 (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, 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 (2) of this section.
 - d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.
5. Debarment and Suspension
- A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT D
TIER III SERVICES AGREEMENT

SERVICES AGREEMENT
(TIER III)

THIS SERVICES AGREEMENT (“Agreement”) is entered into as of the latter of the signature dates below, between the Keweenaw Bay Indian Community, a federally recognized Indian Tribe, whose address is 16429 Beartown Road, Baraga, Michigan 49908 (the “Community”), and _____, whose address is _____ (“Contractor”), collectively referred to as the “Parties”, and individually referred to as a “Party”.

WHEREAS, the Community desires to contract with Contractor to provide _____ services for the Community, as described in this Agreement and Attachment I (the “Services”);

WHEREAS, Contractor agrees to provide the Services to the Community on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the promises, conditions, and covenants contained herein, the Parties hereby mutually agree as follows:

1. SERVICES TO BE PERFORMED

Contractor shall perform all the Services in accordance with the terms and conditions of the Agreement and in Attachment I, *Scope of Services and Fee Schedule* (“Attachment I”), which is attached hereto and incorporated herein by this reference.

2. TERM OF THE AGREEMENT

The term of this Agreement is effective on the latter date of the signatures of the parties hereto and Contractor shall complete Services by or on _____, unless terminated earlier as provided for herein.

3. COMPENSATION AND EXPENSES

The compensation for the Services provided by Contractor to the Community shall be as follows:

Contractor shall be compensated for the Services as provided for in Attachment I. The Community shall pay the Contractor for the Services as provided for in Attachment I.

4. INDEPENDENT CONTRACTOR

4.1 The Parties agree that Contractor will act as an independent contractor and not as an employee of the Community in the performance of Contractor’s obligations under the Agreement. Accordingly, Contractor shall be responsible for payment of all taxes and fees arising out of Contractor’s activities in accordance with the Agreement.

4.2 Contractor understands that as an independent contractor, Contractor is not entitled to any of the protections, rights, and benefits of an employee of the Community. Contractor hereby waives any right or claim to unemployment benefits, workers' compensation benefits, insurance coverage and benefits, vacation and holiday benefits, and other benefits or contributions to such benefits that an employee of the Community may be entitled to receive.

5. INSURANCE

5.1 INSURANCE COVERAGES. Until completion and final acceptance of the Services, Contractor shall purchase and maintain the insurance coverages with the liability limits specified below to cover all aspects of the services provided. The specified coverages and liabilities are minimum requirements and the Community makes no representation that the coverages and limits are adequate. Certificates of such insurance, which shall be prepared on the most current edition of ACORD certificate form, and copies of policies if requested by the Community, shall be filed with the Community prior to commencing the Services and shall be subject to its approval for adequacy of protection and the satisfactory character of the insurer, but in no case shall they be less than the following limits:

- (a) Workers Compensation: Applicable Statutory Limits;
- (b) Employer's Liability: Five Hundred Thousand Dollars (\$500,000);
- (c) Commercial General Liability (including Products and Completed Operation; Personal Injury and Advertising; Contractual Liability; Premises Operations; Independent Contractors' Protective; and Broad Form Property Damage):
 - (i) Bodily Injury and Property Damage: One Million Dollars (\$1,000,000) Each Occurrence; Two Million Dollars (\$2,000,000) Annual Aggregate;
 - (ii) Products and Completed Operations to be maintained for three (3) years after final payment. Two Million Dollars (\$2,000,000) Annual Aggregate;
 - (iii) General Liability Annual Aggregate per Project Endorsement: Two Million Dollars (\$2,000,000).
- (d) Pollution Liability: One Million Dollars (\$1,000,000) Each Occurrence; Two Million Dollars (\$2,000,000) Annual Aggregate;
- (e) Commercial Automobile Liability: Bodily Injury and Property Damage: One Million Dollars (\$1,000,000) Combined Single Limit;
- (f) Umbrella/Excess Liability: One Million Dollars (\$1,000,000). Umbrella/Excess Liability shall be over Commercial General Liability, Commercial Automobile Liability, and Employers Liability on a follow form basis.

5.2 ADDITIONAL INSURED AND WAIVER OF SUBROGATION. The Community shall be named as an additional insured on the General Liability on a primary and non-contributory basis. A Waiver of Subrogation in favor of the Community shall be included with respect to the Commercial General Liability and Workers' Compensation policies.

5.3 SUBSTITUTE INSURANCE. During the term of the Agreement, Contractor's insurance policies shall not be changed or cancelled until after at least thirty (30) days' prior notice to the Community. In the event of such cancellation, Contractor shall provide the Community within said thirty (30) days with substitute insurance coverage meeting the requirements of this section. In the event that substitute insurance coverage is not provided to the Community within the time period required by this subsection 5.3, the Community shall have the right to suspend the Services until the substituted insurance coverage is provided to the Community by Contractor to the Community's satisfaction.

5.4 CONTRACTOR'S CONTINUING OBLIGATIONS. Compliance by Contractor with the foregoing requirements as to carrying insurance and furnishing certificates shall not relieve Contractor from Contractor's obligations and liability under this Agreement.

6. INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the Community and its council members, officers, departments, agencies, agents, representatives, and employees (collectively referred to herein as "Indemnitees") from all claims, suits, losses, damages, liabilities, and expenses of whatever kind or nature, including bodily injury, death, property damages, and attorneys' fees (collectively referred to herein as "Claim(s)") that are in any way related to this Agreement or arise out of any act or omission of Contractor, or anyone for whose acts or omissions Contractor is legally liable, that results in a Claim(s) against the Indemnitees. Nothing in this Section 6 shall be construed to limit the insurance obligations agreed to herein. The obligations of Contractor hereunder shall survive the termination or expiration of the Agreement. However, the Contractor is not obligated to indemnify or defend the Indemnitees for any losses arising out of or resulting from the Indemnitees gross negligence or willful misconduct.

7. CONFIDENTIAL INFORMATION

7.1 All information that relates to the financial, business, legal, transactional, and other affairs of the Community that Contractor receives by virtue of Contractor's relationship under this Agreement with the Community shall be considered by Contractor as confidential, unique, and valuable ("Confidential Information"). Contractor agrees that Contractor will not disclose, directly or indirectly, to or use for the benefit of Contractor or any third party any such Confidential Information, or any knowledge or data related to Confidential Information, acquired by virtue of Contractor's relationship under this Agreement with the Community, without the prior written approval of the Community.

7.2 The obligations of Contractor hereunder shall survive the termination or expiration of the Agreement.

7.3 All data, records, and reports and any other proprietary data that is either provided by the Community to the Contractor or that is created by the Contractor shall at all times be the exclusive property of the Community.

8. REPRESENTATIONS AND WARRANTIES

8.1 Contractor warrants that the Services shall be performed in a thorough, efficient, and workmanlike manner; promptly; and with due diligence and care.

8.2 Contractor warrants that all goods Contractor uses or provides in connection with performing the Services will be merchantable, safe, and fit for the Community's intended purposes, and the purposes have been communicated to the Contractor.

8.3 Contractor warrants that it currently possesses all necessary licenses, permits, and approvals required in the applicable tribal, state, and federal jurisdiction to perform the Agreement. Upon request by the Community, Contractor shall provide the Community with copies of all such licenses, permits, and approvals.

8.4 Contractor is qualified to do business and is in good standing in every jurisdiction in which that qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, could not reasonably be expected to adversely impact its ability to perform its obligations under this Agreement.

8.5 Each person signing the Agreement on behalf of Contractor and the Community

represents that he or she has full authority to enter into the Agreement and bind the Community or Contractor.

8.6 Contractor has the full right, power, and authority to enter into this Agreement and to perform its obligations under it. The execution, delivery, and performance of this Agreement by Contractor will not violate, conflict with, require consent under, or result in any breach or default under (1) any of Contractor's organizational documents (including its certificate of incorporation and by-laws), (2) any applicable law or regulation, or (3) the provisions of any material contract to which Contractor or any of its material assets are bound.

8.7 The obligations of Contractor hereunder shall survive the termination or expiration of the Agreement.

9. TERMINATION

The Community reserves the right to terminate the Agreement at any time for any reason, upon 14 days' written notice to Contractor.

10. BREACH

Contractor's failure to adhere to any covenant, condition, or other promise contained in this Agreement shall be considered a breach. For the avoidance of doubt and at a minimum, Contractor's failure to perform Services as provided in this Agreement and Contractor's default of any representation or warranty contained in Section 8 shall be considered a breach. If Contractor breaches this Agreement, the Community may pursue all rights or remedies that are now or subsequently available at law, in equity, by statute, or in this Agreement; this right shall survive termination of this Agreement by either Party. All rights and remedies provided in this Agreement are cumulative and not exclusive.

11. NOTICES

Any notices necessary, required, or permitted under this Agreement shall be given in writing and sent postage prepaid by certified mail or with a national overnight service to the addresses of the Parties set forth in this Agreement or to another address that a Party substitutes by written notice. Notice by mail shall be effective upon receipt of the mail. Notice by national overnight service shall be presumed to have been given one day after deposit with a national overnight service.

12. MISCELLANEOUS

12.1 The Agreement shall be governed by and construed in accordance with the laws of the Keweenaw Bay Indian Community notwithstanding the applicability of any jurisdiction's choice of law rules. Contractor and any successor or permitted assigns irrevocably consents to resolve all claims or controversies that relate to this Agreement in the Keweenaw Bay Indian Community Tribal Court.

12.2 In the performance of this Agreement, the Contractor is required to give preference to Indians, Indian organizations, and certified Indian-owned economic enterprises in contracting, hiring, promotions, training, and all other aspects of employment. The Contractor must comply with all rules, regulations, and guidelines of the Community's Tribal Employment Rights Ordinance (TERO).

12.3 Any failure by the Community to exercise any rights or privileges, to insist upon full performance of all obligations assumed by Contractor, or to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered or construed as waiving any such rights, privileges, obligations or duties, or to deprive the Community of the right thereafter to

insist upon strict adherence to any term of the Agreement, or as creating any custom contrary thereto.

12.4 The Parties acknowledge that the Agreement has resulted from negotiations between, and is fair to, both Parties, and therefore any rule of construction requiring ambiguities to be construed against the drafter of an agreement shall not apply to any term or provision of the Agreement.

12.5 In the event that any provision of the Agreement is judicially determined to be invalid by a court of competent jurisdiction, the remaining provisions shall not be effected thereby, but shall continue in full force and effect.

12.6 Neither this Agreement nor the performance of the Services shall be assigned, subcontracted, or delegated by either Party to any entity or any other person without the express written approval of the other Party. SUBJECT TO THE PRECEDING SENTENCE, THIS AGREEMENT SHALL APPLY TO, BE BINDING IN ALL RESPECTS UPON, AND INURE TO THE BENEFIT OF THE SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES.

12.7 The Agreement contains the entire agreement and understanding by and between the Parties, and no statements, promises, or inducements made by either Party or agent of either Party that are not contained in this written Agreement shall be valid or binding. This clause shall not apply to a good faith claim for fraud either Party brings against the other Party.

12.8 No waiver, modification, or amendment of the Agreement or of any covenant, condition or limitation contained in the Agreement shall be valid unless in writing and duly executed by both Parties to the Agreement. The Parties to the Agreement further agree that the provisions of this subsection 12.8 may not be waived, except as set forth in this subsection 12.8.

12.9 Time is of the essence as to the obligations of the Parties under the Agreement.

12.10 This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.11 Each of the Parties shall reasonably execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provision of this Agreement and to give effect to the transactions contemplated by it.

12.12 The aggregate amount of all damages for which the Community may be liable to the Contractor pursuant to this Agreement shall not exceed the amount stated in Attachment I. COMMUNITY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS REPUTATION, OR OPPORTUNITY RELATING TO THE BREACH OR ALLEGED BREACH OF THIS AGREEMENT.

12.13 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by e-mail, facsimile, or similar electronic means shall operate and be accepted as originals.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the last date of the signatures below.

KEWEENAW BAY INDIAN COMMUNITY

By: _____
Doreen Blaker, President,
on behalf of the Community

Date: _____

CONTRACTOR

By: _____
Signer's Name

Date: _____

SERVICES AGREEMENT

Attachment I

Scope of Services and Fee Schedule

A. Scope of Services:

- (1) During the term of the Agreement, Contractor shall provide the following Services to the Community's _____ Department:
 - a)
- (2) The Director of the _____ ("Director") shall approve the successful completion of the Services by Contractor.

B. Fee Schedule:

- (1) The compensation for the Services provided by Contractor to the Community shall be as follows:
 - a)
 - b) KBIC's obligation to provide compensation shall be conditioned upon successful completion and inspection of the Services as stated herein.
- (2) Contractor shall submit a monthly invoice to the Community. Payment shall be made to Contractor within 30 days after receipt of the invoice by the Community; provided, that the Director approves the Services performed by Contractor for the period invoiced by Contractor.
- (3) The compensation includes all expenses incurred by Contractor in preparation and performance of the Services provided for under the Agreement, including, by way of illustration, but not limitation, travel expenses, meals, printing and research. All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such costs and expenses.
- (4) The Davis-Bacon Act Wage Determinations, Indian Self-Determination and Education Assistance Act, employee whistleblower protections (41 U.S.C. 4712), and KBIC TERO regulations apply.

ATTACHMENT E

TERO



Keweenaw Bay Indian Community
Tribal Employment Rights (TERO/EEO)
Debra L. Picciano, Director
Tribal Center, 16429 Beartown Road, Baraga, MI 49908
(906) 353-4167 Fax 353-6166



NOTICE TO EMPLOYERS

Tribal Law: Tribal Employment Rights Ordinance

TO: All existing and future employers, contractors, and subcontractors, located or engaging in commercial business or employment activity on or near the L'Anse Federal Indian Reservation.

NOTICE IS HEREBY GIVEN that you are required to comply with the Tribal Employment Rights Ordinance of the Keweenaw Bay Indian Community which requires Indian hiring preference in all construction employment, other employment, training and contractors on the L'Anse Federal Indian Reservation.

BE ADVISED that Section 105 of the TERO requires construction contractors with a contract of \$100,000 or more to make a one-time deposit with Keweenaw Bay Indian Community of one-half of one percent (0.5%) of the total amount of the contract.

BE ADVISED that Section 106 of the TERO provides that any employer who fails to comply with the laws, rules, regulations, or guidelines of the Keweenaw Bay Indian Community, or who fails to obtain the necessary agreements from its signatory unions shall be subject to sanctions which shall include but are not limited to:

- 1) Denial of the right to commence business within the jurisdiction of the Tribe;
- 2) Fines;
- 3) Suspension of the employers operations;
- 4) Denial of the right to conduct any further business within the jurisdiction of the Tribe;
- 5) Payment of back pay or other relief to correct any harm done to aggrieved Indians;
- 6) The summary removal of employees hired in violation of the Keweenaw Bay Indian Community employment rights requirements.

All employers and future employers, contractors, and subcontractors who are performing or intending to perform work on the L'Anse Federal Indian Reservation must contact the **Keweenaw Bay Indian Community TERO Director** to develop compliance plans. Copies of the TERO and Enforcement Guidelines are available at the office of the Keweenaw Bay Indian Community TERO/EEO at the location referred to below.

KBIC Tribal Employment Rights Office

Debra L. Picciano, TERO Director
16429 Beartown Road
Baraga, Michigan 49908
(906) 353-4167

E-mail: debbie.picciano@kbic-nsn.gov



KEWEE NAW BAY I N D I A N C O M M U N I T Y

OFFICE OF TRIBAL EMPLOYMENT RIGHT S/EQUAL EMPLOYMENT OPPORTUNITY
16429 BEARTOWN ROAD • BARAGA, MICHIGAN • 49908
PHONE: 906-353-4167 • • FAX: 906-353-6166

TERO COMPLIANCE PLAN & AGREEMENT:

_____ **Main Contractor** _____ **Sub Contractor**

Name: _____

Address: _____

Contact person: _____ Title: _____

Phone: _____ Fax: _____ Cell: _____ Office: _____

Project Name: _____ Project No: _____

Location: _____

Project Owner: _____ Phone: _____

Project Funding Agency: _____

Funding Agency Contact: _____

Project Cost: _____ TERO Compliance Deposit _____ Total: _____

Project Start Date: _____ Completion Date: _____

Pre-Construction Meeting Date: _____ Sub-

Contractor Meeting (Place, Days, and Times): _____

§105 A. Compliance Deposit:

1. Every covered construction contract or with a contract of \$100,000 or more shall make a one-time deposit of **one half of one percent (0.5%) of the total amount of contract.** The TERO compliance deposit shall be paid by the contractor/employer prior to commencing work on the Reservation. The deposit may be paid in installments. The checks are to be made payable to KBIC TERO and addressed to:

**KBIC TERO
16429 Beartown Road
Baraga, MI 49908**

Please indicate below the TERO fee payment arrangements:

_____ Lump Sum _____ Approved Installment Payment Plan

Compliance Deposit Paid by: _____ Main Contractor _____ Sub Contractor

Provide a numerical hiring goals and timetables that specify the number of Indians the employer will hire by craft or skill level or specify a set percentage of hiring goals by craft or skill level:

List all permanent key employees you are requesting for the project(s). A key employee is defined as: “an employee that is by business necessity, essential to the successful operation of the project and one without whom the project or the business would suffer substantial financial or time loss”.

KEY EMPLOYEES

Name	Job Title	Rate Of Pay	Length of Employment	Attach Proof TRIBAL (Y/N)

JOB ORDER: If the TERO Jobs Skills Bank has qualified persons, they are required to receive preference in hiring to comply with the TERO law.

Job Title	Number Of Positions	Rate Of Pay	Date From To

License Required: _____ CDL: _____ UA: _____
 Skills/Experience: _____
 Foreman to Contact/Cell: _____

Do you or your sub-contractor have a collective bargaining agreement with one or more unions?

YES NO

If yes, please attach a written agreement from said unions indicating that they (Union) will comply with Indian Preference requirements.

LIST OF SUBCONTRACTORS: All Subcontractors need a Compliance Plan

TERO Certified Business that are qualified and come within required percentage as stated in the TERO Guidelines of the low bid will be provided negotiated preference.

Company	Contact Person	Phone#	Native (Y/N)

Attach additional sheets if needed

What wage scale will be used (please explain or submit wage scale)?

Tribal Employment Rights Ordinance Received:

YES NO Received prior to project

Understanding and Acceptance

I understand that Certified Payroll shall be submitted on a timely manner for each contractor/subcontractor to the TERO Office on a monthly basis or as agreed upon.

On behalf of _____, I hereby certify that I have received and understand the Keweenaw Bay Indian Community Tribal Employment Rights Ordinance (TERO) and Guidelines as set forth in this TERO Compliance Plan and Agreement, and hereby agree to accept the responsibility of compliance with the described obligations and requirements.

Printed Name

Title

Authorized Signature for Employer/Contractor/Sub Contractor

Date

Notice To Proceed:

The attached TERO Compliance Plan and Agreement has been received, reviewed and is fully acceptable. On behalf of the Keweenaw Bay Indian Community TERO, authorization to begin work on the above described project is hereby granted.

Debra L. Picciano, TERO Director

Date



KEWEENAW BAY INDIAN COMMUNITY

OFFICE OF TRIBAL EMPLOYMENT RIGHTS/EQUAL EMPLOYMENT OPPORTUNITY

107 BEARTOWN ROAD • BARAGA, MICHIGAN • 49908

PHONE: 906-353-4167 • CELL: 906-395-0276 • FAX: 906-353-7540

TRIBAL EMPLOYMENT RIGHTS ORDINANCE

KB-1983-01

Table of Contents

§ 101.	Purpose and Intent.....	1
§ 102.	Employment Rights Office.....	1
§ 103.	Employment Requirements.....	2
§ 104.	Implementation Authority of TERO.....	2
§ 105.	Compliance Deposits; Forfeiture.....	2
§ 106.	Sanctions for Non-Compliance.....	3
§ 107.	Agency and Office Coordination.....	3

AN ORDINANCE of the Keweenaw Bay Indian Community adopted under the authority delegated to the Tribal Council by the Constitution and Bylaws of the Keweenaw Bay Indian Community to establish an employment rights program and office and enact laws to increase the employment of Indian people.

History: 1983, Tribal Employment Rights Ordinance, Eff. Feb. 5, 1983.

Popular Name: TERO Ordinance

§ 101. Purpose and Intent

A. Like land, water and minerals, jobs in private employment on or near the L'Anse Indian Reservation are an important resource for Indian people, and Indians must use their rights to obtain their rightful share of such jobs as they become available.

B. Indians have unique and special employment rights, and the Keweenaw Bay Indian Tribal government has the inherent sovereign power to pass laws to implement and enforce those special rights on behalf of Indians.

C. Indians are also entitled to the protection of the laws that the Federal government has adopted to combat employment discrimination; Tribal governments can and should play a role in the enforcement of those laws.

D. The Keweenaw Bay Indian Community believes that it is important to establish an employment rights program and office, to use the aforementioned laws and powers to increase employment of, and to eradicate discrimination against, Indian people.

Citation History: Formerly §101 of the Keweenaw Bay Indian Community Tribal Employment Rights Ordinance, enacted on February 5, 1983.

§ 102. Employment Rights Office

A. The Keweenaw Bay Tribal Council does hereby establish the Keweenaw Bay Indian Tribal Employment Rights Office (hereinafter called TERO) as an independent office of the Tribe, reporting to the Tribal Chairman.

B. The Director of TERO shall be appointed by the Tribal Council. The Keweenaw Bay Tribal Business Committee shall have the authority to hire staff.

C. The TERO Director shall have the authority to expend funds appropriated by the Tribal Council, and to obtain and expend funding from federal, state or other sources to carry out the purposes of TERO.

D. TERO shall have the authority to issue rules, regulations and guidelines to implement the employment rights requirements imposed by this Ordinance, and to hold hearings, subpoena witnesses and documents, to require employers to submit reports, and to take such other actions as are necessary for the fair and vigorous implementation of this Ordinance.

§ 103. Employment Requirements

A. All employers operating within the jurisdiction of the Keweenaw Bay Indian Community are hereby required to give preference to Indians in hiring, promotion, training, and all other aspects of employment. Said employers shall comply with all rules, regulations and guidelines of TERO which set forth specific obligations of the employer regarding Indian preference.

B. Any covered employer who has a collective bargaining agreement with one or more unions shall obtain written agreement(s) from said union(s) stating that the union shall comply with the Indian preference laws, rules, regulations and guidelines of the Keweenaw Bay Indian Community. Such agreement(s) shall be subject to the approval of TERO.

§ 104. Implementation Authority of TERO.

A. The following actions may be taken hereunder by TERO to implement the above Employment Requirements:

1. Impose numerical hiring goals and timetables that specify the minimum number of Indians an employer must hire, by craft or skill level.

2. Require covered employers to establish or participate in such training programs as TERO determines necessary, to increase the pool of qualified Indians on the L'Anse Indian Reservation as quickly as possible.

3. Coordinate, in conjunction with the Tribal Personnel Office, the establishment of a tribal hiring hall, and impose a requirement that no covered employer may hire a non-Indian until the tribal hiring hall has certified that no qualified Indian is available to fill the vacancy.

4. Prohibit covered employers from using qualification criteria or other personnel requirements that serve as barriers to Indian employment, unless the employer can demonstrate that such criteria or requirements are absolutely required by business necessity. In developing regulations to implement this requirement, TERO shall adopt Equal Employment Opportunity Commission (EEOC) guidelines on these matters to the extent that they are appropriate. TERO shall have the right to impose its own requirements in addition to or in lieu of EEOC guidelines. However, TERO is not authorized to impose this requirement until one year from the effective date of this Ordinance.

5. To enter into agreements with unions to insure union compliance with this Ordinance. Such agreements shall in no way constitute recognition or endorsement of any union.

6. Take such other actions as are necessary to achieve the purposes and objectives of this Ordinance. However, the implementation of any activities or requirements that constitute a significant new component to this program, beyond those listed in subparagraphs of this Section, shall be subject to the prior approval of the Tribal Council.

B. TERO is authorized to enter into cooperative relationships with federal employment rights agencies, such as EEOC and OFCCP, to eliminate discrimination against Indians on and off the Keweenaw Bay Indian Reservation.

§ 105 Compliance Deposits; Forfeiture

A. A compliance deposit, to encourage cooperation by employers, is hereby imposed as follows:

1. Every covered construction contractor with a contract of \$100,000 or more shall make a one-time deposit of one-half (½) of one percent (1%) of the total amount of the contract. The deposit may be paid in installments, as follows:

a. 50% at the project starting date;

b. 25% at the project starting date plus thirty (30) days, (or at project completion, if sooner);

c. 25% at the project starting date plus sixty (60) days, (or at project completion, if sooner).

2. Every covered employer, other than construction contractors, with twenty or more employees or gross sales of \$100,000 or more, shall make an annual deposit of one-half (½) of one percent (1%) of the annual payroll of that employer. This requirement shall not apply to educational, health, governmental, and non-profit employers.

B. The above required deposits shall be paid to the Tribal government and shall be placed in a special account to be used as outlined in the following subparagraph C. The Billings Manager shall be responsible for collecting said deposits and is authorized to establish such rules and regulations as are necessary to insure a fair and timely collection process. An employer or contractor who fails to pay the required deposit shall be subject to the sanctions provided for in Section 6, herein.

C. Forfeiture of Compliance Deposits, or portions thereof, shall be required for the following occurrences of verified non-compliance as defined by TERO Guidelines for Enforcement:

- 1) First occasion of verified non-compliance ten percent (10%) forfeiture.
2. Second occasion of verified non-compliance twenty percent (20%) forfeiture.
3. Third occasion of verified non-compliance forty percent (40%) forfeiture.

D. Forfeiture of Compliance Deposits as prescribed in subparagraph C above shall be considered as one of seven (7) optional sanctions available to TERO to assure compliance with Tribal employment policies and practices. At the discretion of the Director, any other(s) of the seven (7) sanctions may be used in addition to or in lieu of the above forfeiture(s) at any time after the first occasion of verified non-compliance.

E. After completion for the covered project, the Tribal government shall refund to the employer any remaining balance of the Compliance Deposit, upon certification by the TERO Director that such balance is due and payable.

§ 106 Sanctions for Non-Compliance

A. Any employer who fails to comply with the laws, rules, regulations, or guidelines on employment rights of the Keweenaw Bay Indian Community, or who fails to obtain the necessary agreements from its signatory unions, shall be subject to sanctions which shall include but are not limited to:

- 1) denial of the right to commence business within the jurisdiction of the Tribe;
- 2) fines;
- 3) suspension of the employer's operation;
- 4) termination of the employer's operation;
- 5) denial of the right to conduct any further business within the jurisdiction of the Tribe;
- 6) payment of backpay or other relief to correct any harm done to aggrieve Indians; and
- 7) the summary removal of employees hired in violation of the L'Anse Reservation employment rights requirements.

B. Sanctions shall be imposed by the Business Committee, after allowing the employer an opportunity to present evidence showing why he or she did not violate the requirements or why he or she should not be sanctioned. An employer shall have the right to appeal to the Tribal Court any decision made by the Business Committee that imposes sanctions on him or her.

§ 107 Agency and Office Coordination

A. All reservation employment and training functions, including the Bureau of Indian Affairs Employment Assistance Program, shall devote such of their resources as are necessary to prepare Indians for the job opportunities to be opened up by the Tribal Employment Rights Program.

B. The Director of TERO shall coordinate with the Director of the Tribal Personnel Office in the following:

1. Identification of job openings, both actual and potential, and definitions of skill levels and training requirements necessary to qualify Indian workers.
2. Development, in consultation with the Director of Education and the appropriate staff agencies, of training plans and programs to meet the identified job requirements.
3. Development of current lists of available qualified workers for the various job categories.

C. The Tribal Personnel Office shall be responsible to develop and maintain a current skills bank, or inventory of unemployed Indian workers on the Reservation. The Tribal Economic Development Office shall coordinate closely with the Tribal Personnel Office and TERO in identifying actual and potential job opportunities resulting from economic development projects and activities.

**ENFORCEMENT GUIDELINES
FOR THE KEWEENAW BAY INDIAN COMMUNITY
TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)**

Table of Contents

1. Coverage.....5

2. Publication.....5

3. Specific Indian Preference Obligations of Covered Employers.....5

3 A. Minimum Numerical Goals.....5

3 B. Training.....6

3 C. Unions.....6

3 D. Job Qualifications and Personnel Requirements.....6

3 E. Tribal Hiring Hall.....7

3 F. Layoffs.....7

3 G. Promotions.....7

3 H. Summer Students.....7

3 I. Indian Preference in Hiring Employees.....8

3 J. Indian Preference in Contracting and Subcontracting.....9

4. Subcontractors.....9

5. Compliance Plans.....9

6. Reporting and On-Site Inspections.....9

7. Compliance and Hearing Procedures.....9

8. Sanctions.....10

9. Appeals.....10

10. Individual and Group Class Complaint Procedures.....10

11. Purpose.....10

12. Amendments and Revisions.....10

ENFORCEMENT GUIDELINES FOR THE TRIBAL EMPLOYMENT RIGHTS ORDINANCE

The following Guidelines are issued pursuant to the authority granted to the Keweenaw Bay Indian Tribal Employment Rights Office (hereinafter referred to as TERO) by the Keweenaw Bay Indian Community Tribal Employment Rights Ordinance. This Ordinance requires the preferential employment of Indians by all employers operating within the jurisdiction of the Keweenaw Bay Indian Community.

1. Coverage

These Guidelines shall be binding on all existing and future employers operating within the jurisdiction of the Keweenaw Bay Indian Community, L'Anse Reservation, Michigan (hereinafter referred to as the "Reservation").

"Employer" means any person, company, contractor, or other entity that is located within the jurisdiction of the Keweenaw Bay Indian Community, and includes any contractor or governmental agency, if that contractor is engaged in work within the jurisdiction of the Keweenaw Bay Indian Community.

An Employer is engaged in work within the jurisdiction of the Keweenaw Bay Indian Community if its employees spend a majority of their time performing work within the jurisdiction of the Tribe on a continuing basis. TERO shall have the right to phase in these requirements by employer classifications; for example, first year: construction contractors; second year: manufacturers, etc.

2. Publication

The obligation of employers to comply with Tribal Employment Rights requirements shall be made known to all existing and future employers. All bid announcements issued by any Tribal, federal, state or other public or private entity shall contain a statement that the successful bidder shall be obligated to comply with these Guidelines and that a bidder may contact TERO to obtain additional information.

Those agencies or other entities responsible for issuing business permits within the Tribe's jurisdiction, or otherwise engaged in activities involving contact with prospective employers within the Tribe's jurisdiction, shall be responsible for informing such prospective employers of their obligations under these Guidelines.

Within one month of the effective date of these Guidelines, TERO shall send copies of the Guidelines to every employer presently operating within the Tribe's jurisdiction. It shall be the responsibility of TERO to send copies of any amendments or revisions of the Guidelines to all covered employers.

3. Specific Indian Preference Obligations of Covered Employers

A. Minimum numerical goals and timetables for the employment of Indians

TERO shall establish the minimum number of Indian persons that each employer must employ on its workforce during any year that its employees work within the Tribe's jurisdiction, for that employer to be in compliance with its Indian preference obligation.

The numerical goals shall be set for each craft, skill area, job classification, etc., used by the employer and shall include administrative, supervisory, professional and clerical categories.

The goals shall be expressed in terms of manhours of Indian employment as a percentage of the total manhours worked on the employer's workforce in that job classification; for example, no less than fifty percent (50%) of all carpenter manhours shall be worked by Indian carpenters. The goals shall be realistic and shall be based on surveys of the available Indian manhour pool and of projected employment opportunities.

For new employers, goals shall be established for the entire workforce. The employer shall meet with TERO at the earliest date possible before the employer actually begins work; for example, immediately after a bid is accepted and a contract signed.

The employer shall provide TERO with a precise list of the number and kinds of employees it projects it will need, including any and all job descriptions used by the employer. TERO shall then set specific goals and timetables for the employer after considering any special factors or circumstances that the employer wishes to present.

The employer shall incorporate the goals into its plan for complying with the Guidelines, as provided for in Paragraph 5 herein, and shall agree in writing to meet these goals. An employer who fails to provide such a written statement will not be permitted to commence work within the Tribe's jurisdiction. For existing employers within the Tribe's jurisdiction, the goals shall be a percentage of the new employees projected to be employed during the forthcoming year by that employer, commencing from the date of the first meeting between the employer and TERO. The existing employer shall agree to said goals in writing and they shall be incorporated into the plan, as provided for in Paragraph 5 herein.

For new and existing employers, the goals shall be reviewed by TERO no less than once a year and shall be revised as necessary to reflect changes in the number of potential Indian employees available or changes in the employer's hiring plans.

Each employer shall submit monthly reports to TERO on a form provided by TERO, indicating the number of Indians on its workforce, monthly hires, terminations, percentage of monthly manhours worked by its Indian employees, and such other information as requested by TERO. An employer who fails to submit monthly reports in a timely manner shall be subject to sanctions as provided in the Ordinance or in these Guidelines.

Each employer shall meet its minimum goals for the employment of Indians or shall demonstrate that it has made a reasonable and good faith effort to do so.

TERO shall have the right to issue a notice of non-compliance at any time when, based on reports submitted by the employer, site visits, or other evidence, TERO has reason to believe that the employer is not meeting, or is not making a reasonable and good faith effort to meet its goals. Upon receipt of such notice, an employer shall be entitled to a hearing as provided in Paragraph 7 herein. The burden of proof shall be on TERO to demonstrate that an employer has failed to meet its goals or is not making a reasonable and good faith effort to do so. The burden of proof then shifts to the employer.

It shall be no excuse that the union or unions with which the employer has a collective bargaining agreement providing for exclusive referral, failed to refer Indians.

An employer who is found to be in non-compliance because it failed or is failing to meet its goals or is unable to demonstrate that it has made a reasonable and good faith effort to do so, shall be subject to the sanctions provided for in the Ordinance or in Paragraph 8 herein.

B. Training

All employers, as requested by TERO, shall participate in training programs to assist Indians in becoming qualified in the various job descriptions and classifications used by the employer.

Employers engaged in construction shall employ the maximum number of trainees and apprentices possible. In no case shall the number be less than the minimum ratio of trainees to fully-qualified workers, as established by the Department of Labor, and generally the number shall be greater.

For all other employers, the ratio of trainees to fully-qualified workers shall be established after discussions with the employer.

All trainees or apprentices shall be Indian.

Employers with collective bargaining agreements with unions shall be required to obtain written agreements from their respective unions whereby the unions will agree to establish advanced apprenticeship and journey upgrade programs.

C. Unions

Employers who have collective bargaining agreements with unions shall be required to obtain written agreement from all signatory unions, said agreement stating that the union will comply with the Keweenaw Bay Indian Community employment preference requirements before the employer will be permitted to commence work within the Tribe's jurisdiction. Said agreements between the employer and its signatory unions shall be subject to the approval of TERO. The respective unions must agree: to give absolute employment preference to Indians in their job referral system, regardless on which referral list the respective individual Indian's name may be listed, for example, A, B, or C; to cooperate with the Tribal hiring hall, Tribal personnel office, or other pertinent hiring agency; to establish a procedural mechanism allowing Indians to retain their place on the union lists without requiring them to travel great distances on a regular basis, for example, telephone or mail registration/ reregistration, union sub-office on the Reservation, etc.; to establish advanced apprenticeship and journeyman upgrade programs; to indenture and refer only Indian apprentices to the employer; to ~~blanket in~~ to the union all Indians who qualify for journeyman status (and who wish to join a union); to grant temporary work permits to those who do not wish to join the union; and to meet such other requirements as TERO may deem necessary to insure Indian employment preference pursuant to the Ordinance and these Guidelines. The model Union Agreement provided at the end of these Guidelines is hereby incorporated herein by this reference.

D. Job Qualification and Personnel Requirements

An employer shall not use job qualification criteria or personnel requirements which serve as barriers to the employment of Indians or which are not required by business necessity.

An employer shall furnish TERO with copies of all application forms and interview forms, testing devices, and any and all other documents used for the purpose of hiring employees, including any and all documents used for the purpose of determining promotions, transfers, demotions or terminations, or otherwise affecting the employee's status with the employer.

The burden of proof shall be on TERO to demonstrate that job qualification criteria or personnel requirements are or may be barriers to Indian employment. The burden of proof shall then shift to the employer to demonstrate that said criteria or requirements are required by business necessity. If the employer fails to meet this burden of proof, it will be required to eliminate any and all criteria or requirements determined to be barriers to Indian employment.

Employers shall make reasonable accommodation for the Indian employee regarding the employee's cultural or religious beliefs, and TERO shall make a reasonable effort to counsel the Indian employee regarding his or her duties as an employee, or to provide or seek counseling services for said employee, as appropriate.

TERO shall be guided by the principles established by EEOC Guidelines, particularly 29CFR, Parts 1604 through 1607; however, TERO retains the right to implement any and all other requirements, under the law, deemed necessary to address employment barriers considered unique to Indian people or to this Reservation. When TERO and the employer are unable to reach an agreement on matters set forth in this paragraph, a hearing shall be held as provided in Paragraph 7 herein. The Business Committee shall make a determination on the issues and shall order such action or actions as deemed necessary to bring the employer into compliance with the requirements contained in said paragraph. The employer may appeal the Business Committee's decision under the procedures set forth in Paragraph 9 herein.

E. Tribal Hiring Hall

The employer may recruit and hire workers from whatever sources are available to him or her, and by whatever process he or she so chooses, provided, however, that he or she may not hire a non-Indian until he or she has given TERO a reasonable time to locate a qualified Indian. For the purpose of this section, a "reasonable time" shall be defined as follows:

1. For construction jobs, TERO shall have 48 hours to locate, and an additional 12 hours to refer, a qualified Indian, commencing from the time the employer communicates his or her request to the TERO office.
2. For all other types of employment, TERO shall have five (5) working days, commencing from the day the employer's request is communicated to the TERO office.

TERO may consider waiving these time period requirements upon a showing that said time periods impose an undue burden on the employer.

An employer who has a collective bargaining agreement with a union or unions shall not be required to follow this procedure, provided said union(s) agree to place on their referral lists all individuals called into them by the TERO office, pursuant to the Model Union Agreement incorporated herein.

If a union fails to meet its obligations herein, TERO reserves the right to require the employer to accept Indian referrals from sources other than the union.

Any non-Indian worker found to be employed in a job which was not first cleared through this hiring hall procedure shall be subject to summary removal from the job by TERO, and the employer shall be subject to a fine for each violation, pursuant to the Ordinance and these Guide-lines. The employer shall be entitled to a hearing and appeal, if appropriate, pursuant to the provisions of Paragraphs 7 and 9 herein.

F. Layoffs

An employer engaged in reducing its work force or otherwise laying off personnel shall not terminate an Indian worker if a non-Indian worker in the same craft is still employed. The non-Indian worker shall be terminated first as long as the Indian worker meets minimum qualifications for the job.

An employer engaged in reducing its work force or otherwise laying off personnel on a crew, shift, or other multiple-employee basis shall transfer qualified Indians to crews, shifts, etc., that will be retained, as long as there are non-Indians in the same craft employed elsewhere on the job site or employment location.

G. Promotion

The employer shall give Indians preferential consideration for all promotion opportunities and shall encourage its Indians employees to seek such opportunities.

For each supervisory or managerial position filled by a non-Indian, the employer shall file a report with TERO disclosing the names and addresses of all Indians that applied for the position, including reasons why they were not given the job and what efforts were made to inform Indian employees of the position.

H. Summer Students

Indians shall be given preference in the hiring for all positions classified as summer student help or otherwise referred to as student help.

The employer shall make a reasonable and good faith effort to promote after-school, summer, and vacation employment for Indian youth.

I. Indian Preference In Hiring Employees

The contactor/employer must give preference to qualified Indian applicants, for all new positions, job vacancies and negotiated positions. Order of preference shall be as follows:

1. In all projects or contracts where federal/state dollars are being used, the following order of preference applies:
 - a. Keweenaw Bay Indian Community Members;
 - b. Indians Enrolled in Other Federally Recognized Tribes.
2. Preference requirements in projects funded by the community, the following order of preference applies:
 - a. Keweenaw Bay Indian Community members;
 - b. KBIC descendents;
 - c. Indians Enrolled in Other Federally Recognized Tribes;
 - d. Spouses of Community members;
 - e. All Indians.

J. Indian Preference in Contracting and Subcontracting

1. Employers shall give preference in the award of contracts and subcontracts to Tribal Organizations and/or Indian Owned Economic Enterprises. All Indian Owned Economic Enterprise contractors or subcontractors must be certified by the TERO office as being 51% owned, operated and Indian controlled. The contractor/employer must maintain a record of all solicitation of offers for subcontracts from Indian preference firms and/or steps taken to locate an acceptable Indian Preference firm. Compliance by subcontractors or suppliers is the ultimate responsibility of the prime contractor or employer.

A. Tribal Organizations shall mean "...the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of it's activities..."

B. Certified Indian Owned Economic Enterprise shall mean, "...any Indian Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percent on the enterprise..."

2. Indian contract preference as provided for in this section shall apply to:

- a. All contracts and subcontracts, which are funded by the community;
- b. All contracts and subcontracts, which are federally funded.
- c. All subcontracts on direct federal contracts which are for the benefit of Indians and which therefore are covered by section 7 (B) of the Indian Self-Discrimination Act (P.L 93-638, 25 U.S.C 450e b).

3. Each employer/contractor shall comply with the following order of preference when awarding prime contracts or subcontracts:

- a. Tribal Organizations;
- b. Certified Indian Owned Economic Enterprises;
- c. All Others.

4. The Tribal Organization or the Certified Indian Owned Economic Enterprises shall be awarded the contract and/or subcontract provided that Tribal Organization or the Certified Indian Owned Economic Enterprises bid is the lowest responsive big or within the "Bid Percent" specified below of the lowest responsive bid when the bid is:

<u>AT LEAST</u>	<u>but LESS THAN</u>	<u>BID PERCENT</u>
\$000,000	\$100,000	10%
100,000	200,000	9%
200,000	300,000	8%
300,000	400,000	7%
400,000	500,000	6%
500,000	\$1 million	5%
\$1 million	\$2 million	4%
\$2 million	\$3 million	3%
\$4 million	\$7 million	2%
\$7 million AND OVER 1.5% of lowest responsive bid, with no dollar limit		

Modifications to the enforcement Guidelines for Tribal Employment Rights Ordinance, Section 3.I. and Section 3.J. authorized by the Keweenaw Bay Tribal Council on the 13th day of October, 2003. Modification to Section 3.I.. was authorized by the Keweenaw Bay Tribal Council on the 19th day of May 2005.

4. Subcontractors

The Indian preferential employment requirements and obligations contained in the Ordinance and these Guidelines shall be binding on all subcontractors, regardless of their position with their employer-contractor, and shall be deemed a part of all resulting subcontract specifications.

The employer-contractor shall have the initial and primary responsibility of informing all subcontractors of the requirements and obligations contained in the Ordinance and set forth in these Guidelines, and for insuring that all subcontractors comply with said requirements and obligations.

TERO reserves the right to impose sanctions on the employer-contractor, as well as the subcontractor, in the event the subcontractor fails to comply.

5. Compliance Plans

From the effective date of these Guidelines, no new employer may commence work within the jurisdiction of the Tribe until it has met with TERO and developed an acceptable plan for meeting its obligations under the Ordinance or these Guidelines.

Within six (6) months of the effective date of these Guidelines, every employer already operating within the Tribe's jurisdiction or otherwise engaged in employment within the Tribe's jurisdiction, shall have met with TERO and developed an acceptable plan for meeting its obligations under the Ordinance and these Guidelines.

6. Reporting and On-Site Inspection

Employers shall submit reports and such other information as requested by TERO.

TERO personnel shall have the right to make on-site inspections during regular working hours in order to monitor an employer's compliance with the Ordinance and these Guidelines.

TERO personnel shall have the right to inspect and copy all relevant records of any employer, of the employer's signatory unions, and of subcontractors; to speak with workers on the job site or employment location; and to engage in any further investigatory activity deemed necessary to promote the purposes of the Ordinance and these Guidelines.

All information disclosed to TERO or otherwise secured by TERO shall be kept confidential, unless disclosure is required pursuant to the procedures set forth in Paragraphs 7, 9 and 10 herein.

7. Compliance and Hearing Procedures

If the Director of TERO believes, or has reason to believe, that an employer subject to the requirements and obligations set forth in the Ordinance and these Guidelines has failed to comply with said requirements and obligations, the Director shall so notify the employer in writing, setting forth in detail the nature of the alleged violation or violations, and the date and time for a hearing before the Business Committee.

Hearing procedures shall comply with the requirements of due process of law, but shall not be bound by formal rules of evidence. The Business Committee shall have the right to subpoena witnesses and present evidence in the Tribe's behalf, to put witnesses under oath, to subpoena documents, and to take other steps to insure a complete and fair hearing on the issues.

The employer shall have the right to call witnesses and to present evidence for the purpose of demonstrating that the employer has made a reasonable and good faith effort to comply with the Ordinance and these Guidelines, or has complied with the requirements and obligations set forth therein, and therefore should not be subject to the imposition of sanctions.

On the basis of the evidence presented at the hearing and information secured by TERO, the Business Committee shall determine whether or not the employer has complied with its requirements and obligations, or has made a reasonable and good faith effort to do so. If the Business Committee determines that the employer is out of compliance, or has not made a reasonable and good faith effort to comply, the Business Committee shall impose one or more sanctions, as provided in the Ordinance and Paragraph 8 herein, and shall order the employer to take such corrective action as deemed necessary to remedy any resulting harm done to the Tribe or to individual Indians through the employer's failure to comply or to make a reasonable and good faith effort to comply.

TERO shall send written notice to the employer of the decision made by the Business Committee.

8. Sanctions

In the event an employer is found to be out of compliance with the requirements and obligations set forth in the Ordinance and these Guidelines, the Business Committee shall impose any or all of the following sanctions after considering any mitigating factors; for example, the employer's efforts to comply and to remedy any harm done by

its failure to comply:

- A. Denial of the right to commence business within the Tribe's jurisdiction;
- B. Imposition of monetary fines;
- C. Suspension of the employer's operation until corrective action is taken or a plan for corrective action is developed;
- D. Termination of the employer's operation;
- E. Denial of the right to engage in any further business within the Tribe's jurisdiction;
- F. Impose payment of backpay or such other and further relief, including but not limited to providing employment, promotions and training for individual Indians who were harmed by the employers actions or failures to act;
- G. Summary removal of employees hired in violation of the Ordinance and these Guidelines;
- H. Require the employer to make any and all changes in its procedures or policies deemed necessary to insure compliance with the requirements and obligations set forth in the Ordinance and these Guidelines;
- I. Such other and further sanctions as deemed necessary to prevent other violations and to insure compliance herein.

9. Appeals

An employer shall have the right to appeal any decision of the Business Committee of the Keweenaw Bay Tribal Court.

An appeal must be filed within ten (10) days after receipt of notice of the Business Committee's decision. The Business Committee shall represent the interests of the Tribe during appeal.

10. Individual, Group, Class Complaint Procedure

Any Indian, group of Indians, or representatives of a class of Indians, who believe or have reason to believe that an employer has failed to comply with the Ordinance or these Guidelines, or who believe or have reason to believe that they have been discriminated against by an employer, as herein defined, because they are Indian, may file a complaint with TERO. Persons may file whether or not they can show that they were personally harmed by the employer's actions.

Upon receipt of any complaint, TERO shall conduct an investigation of the matters set forth in the complaint and the circumstances surrounding the allegations contained therein, and shall attempt to achieve an informal settlement of the dispute.

If voluntary conciliation and settlement cannot be achieved, the Business Committee shall hold a hearing on the matter, shall make a determination, and shall order such relief as is necessary to provide an appropriate remedy for any Indian, group of Indians, or class of Indians harmed by the employer's actions or failure to act, by non-compliance, or by the employer's discriminatory behavior.

This decision shall be in writing and shall be sent to all parties involved. Either party shall have the right to appeal the decision of the Business Committee.

In all matters pertaining to the procedures set forth in this paragraph, including the appeal procedure, the requirements and procedural devices set forth in Paragraphs 7 and 9 shall apply.

11. Purpose

It is the express purpose and intent of these Guidelines to insure that preferential employment treatment is accorded the Indian people, pursuant to the Keweenaw Bay Indian Tribal Ordinance and nothing contained herein shall be construed or defined in a manner contrary thereto. All ambiguities shall be resolved in favor of the aforementioned stated purpose and intent.

12. Amendments and Revisions

The Tribal Council reserves the right to amend or revise these Guidelines from time to time within the scope of its authority, and as further authorized by the Keweenaw Bay Tribal Council.

In Full Force and Effect Beginning the 2nd Day of February, 1982

ATTACHMENT F
WAGE RATE AND CLASSIFICATION SCHEDULES

"General Decision Number: MI20230045 06/02/2023

Superseded General Decision Number: MI20220045

State: Michigan

Construction Type: Heavy

Counties: Baraga, Houghton, Keweenaw, Luce, Mackinac, Menominee, Ontonagon and Schoolcraft Counties in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	04/07/2023
2	05/26/2023
3	06/02/2023

BRMI0006-002 05/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 31.66	22.83

CARP1510-003 06/01/2021

ALL COUNTIES EXCEPT:
 The portion of MENOMINEE south of County Road K at Amberg,
 Wisconsin, starting on the west at the Menominee River and
 ending on the east at the Bay of Green Bay

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 27.13	21.00

ELEC0158-009 06/04/2018

MENOMINEE COUNTY (Townships of Ingallston, Melon & Menominee)

	Rates	Fringes
ELECTRICIAN.....	\$ 32.50	19.68

ELEC0219-012 06/01/2019

BARAGA, HOUGHTON, KEWEENAW AND ONTONAGON COUNTIES

	Rates	Fringes
ELECTRICIAN		
Electrical contracts of		
\$180,000 or less.....	\$ 31.75	21.73
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80

ELEC0979-003 06/01/2019

MENOMINEE (Except the townships of Ingallston, Mellon &
 Menominee) & SCHOOLCRAFT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.43	21.78

ELEC1070-004 06/01/2016

LUCE & MACKINAC COUNTIES

	Rates	Fringes
ELECTRICIAN		
Contracts \$135,000 and		
under.....	\$ 31.44	18.59
Contracts over \$135,000.....	\$ 33.44	18.67

ENGI0325-021 09/01/2022

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.67	24.85
GROUP 2.....	\$ 32.78	24.85
GROUP 3.....	\$ 32.28	24.85
GROUP 4.....	\$ 32.00	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Scraper, Loader, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor

ENGI0326-006 05/01/2023

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
Crane, main boom & jib 120' or longer.....	\$ 39.01	25.00
Crane, main boom & jib 140' or longer.....	\$ 39.83	25.00
Crane, main boom & jib 220' or longer.....	\$ 39.83	25.00
GROUP 1 -		
Backhoe/Excavator; Bulldozer; Crane; Compactor; Scraper; Loader..	\$ 35.71	25.00
GROUP 2 - Boom truck (non- swing).....	\$ 32.46	25.00
GROUP 3 - Oiler.....	\$ 31.06	12.50

FOOTNOTES: Premium rate: main boom and jib 300 feet or longer is \$1.50 per hour above the 220 ft. boom and jib rate. Main boom and jib 400 feet or longer is \$3.00 per hour above the 220 ft. boom and jib rate.

IRON0008-009 06/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL		
Contracts \$10,000,000 or greater.....	\$ 38.14	28.70
Contracts less than \$10,000,000.....	\$ 38.14	28.70

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

LAB00334-002 09/01/2018

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 21.19	12.85
(2) Mason Tender- Cement/Concrete.....	\$ 21.33	12.85
(4) Grade Checker.....	\$ 21.51	12.85
(5) Pipelayer.....	\$ 21.56	12.85

* LAB01329-002 05/01/2023

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Mason Tender - Cement/Concrete....	\$ 31.99	12.95
Pipelayer.....	\$ 30.09	12.95

PLAS0016-035 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 20.17	10.13

PLUM0111-009 05/27/2019

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.48	25.18

TEAM0007-010 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
Lowboy/Semi-Trailer Truck...	\$ 28.15	.50 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

* SUMI2010-043 11/09/2010

	Rates	Fringes
LABORER: Landscape.....	\$ 10.89 **	1.74
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.98 **	6.12

OPERATOR: Grader/Blade.....	\$ 16.63	5.85
OPERATOR: Roller.....	\$ 13.74 **	7.93
TRUCK DRIVER: Dump Truck.....	\$ 12.63 **	1.25

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

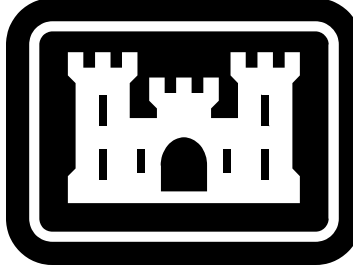
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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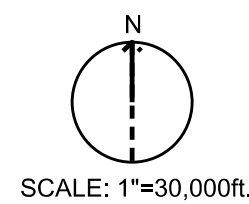
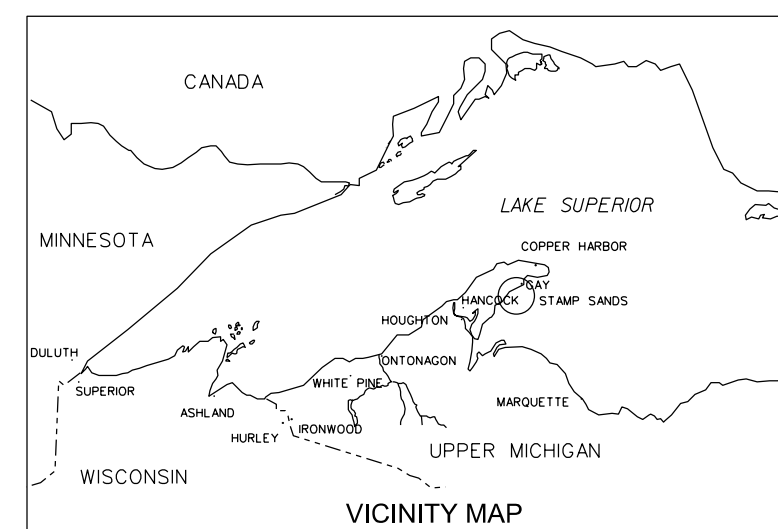
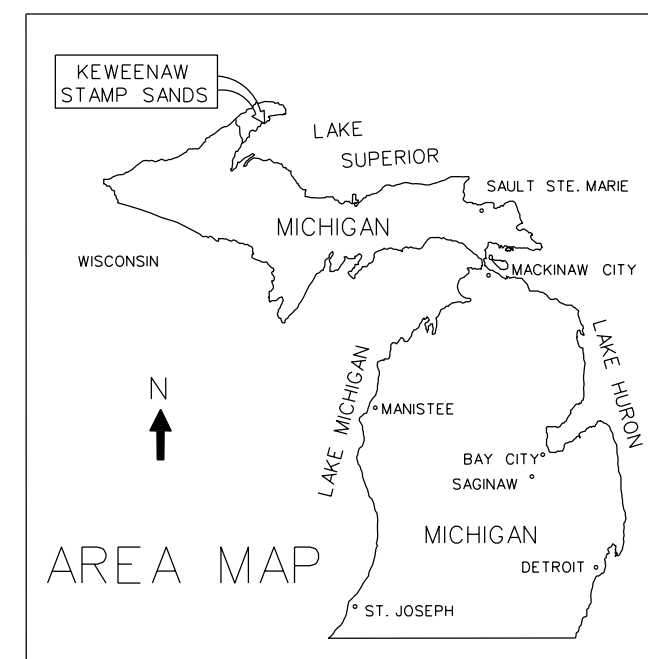
END OF GENERAL DECISIO"

ATTACHMENT G
USACE DRAWING SET



US Army Corps
of Engineers®
Detroit District

**KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN**



SOLICITATION NO.: W911XK18B0001
CONTRACT NO.: XXXXXX-XX-X-XXXX
ISSUE DATE: MMMMMMMMMM YYYY
VOLUME X

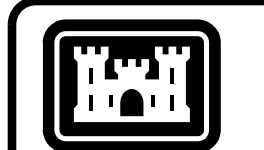
/s/ NICHOLAS ZAGER
NICHOLAS J. ZAGER P.E., CHIEF GEOTECH & STRUCTURES BRANCH

/s/ ADAM WAGNER, FOR:
WILLIAM D. MERTE P.E., CHIEF COST & GENERAL ENGINEERING BRANCH

/s/ PHILLIP ROSS
PHILLIP C. ROSS P.E., CHIEF ENGINEERING & CONSTRUCTION OFFICE

/s/ MARIE STRUM
MARIE T. STRUM P.E., CHIEF ENGINEERING & TECHNICAL SERVICES

THIS PROJECT WAS DESIGNED BY THE DETROIT DISTRICT OF THE U.S. ARMY CORPS OF ENGINEERS. THE INITIALS OR SIGNATURES AND REGISTRATION DESIGNATIONS OF INDIVIDUALS APPEAR ON THESE PROJECT DOCUMENTS WITHIN THE SCOPE OF THEIR EMPLOYMENT AS REQUIRED BY ER 1110-1-8152



US Army Corps
of Engineers®

MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEJUNG	ISSUE DATE: 01 MAY 2018
PROJECT: KEWEENAW STAMP SANDS	LOCATION NO.: W911XK18B0001
CHECKED BY: A. JAFAR	CONTRACT NO.: W911XK-XX-X-XXXX
SUBMITTED BY: PHILLIP ROSS	
SIZE: AEC-G-001.dgn	ANSI D

U.S. ARMY CORPS OF ENGINEERS
DETROIT DISTRICT
STREET ADDRESS
CITY, STATE ZIP

U.S. ARMY CORPS OF ENGINEERS
KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN

COVER SHEET


SHEET ID
G-001

CONTRACT DRAWING INDEX

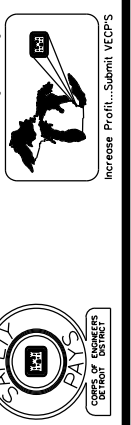
ID	DESCRIPTION
G-001	COVER SHEET
GI001	SHEET INDEX & ABBREVIATIONS
V-101	EXISTING CONDITIONS SITE PLAN
V-102	EXISTING CONDITIONS PLAN - GRAND TRAVERSE BAY HARBOR
V-103	EXISTING CONDITIONS PLAN - TROUGH SITE
V-104	EXISTING CONDITIONS PLAN - PLACEMENT AREA
C-101	REQUIRED SITE PLAN
C-102	REQUIRED DREDGING & EXCAVATION PLAN - AREAS A, B, C, E
C-103	REQUIRED DREDGING PLAN - AREA D
C-104	REQUIRED PLACEMENT PLAN
C-301	REQUIRED CROSS SECTIONS - HARBOR & BEACH AREAS
C-302	CONCEPTUAL CROSS SECTION - BERM CONSTRUCTION
C-303	CONCEPTUAL CROSS SECTIONS - PLACEMENT AREA
C-701	STAMP SAND MATERIAL SAMPLE PHOTOGRAPHS
RR101	REAL ESTATE SITE PLAN
RR102	WORK AND STORAGE AREA DETAILS

GENERAL NOTES:

- ELEVATIONS AND SOUNDING DEPTHS ARE REFERRED TO INTERNATIONAL GREAT LAKES DATUM 1985 (IGLD 85), LOW WATER DATUM (LWD) ZERO IS 601.1 FEET ABOVE MEAN WATER LEVEL AT POINT RIMOUSKI QUEBEC. WATER LEVEL READINGS ARE FROM AN AUTOMATED NOAA GAUGE LOCATED AT MARQUETTE AND ONTONAGON MI.
- THE INFORMATION DEPICTED ON THESE DRAWINGS REPRESENTS THE RESULTS OF SURVEYS AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS PRESENT AT THE TIME. AERIAL IMAGERY WAS OBTAINED FROM ARCMAP AND IS DATED JULY 2016.
- HORIZONTAL POSITIONING IS DETERMINED USING REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK). CORRECTIONS ARE PROVIDED BY THE MICHIGAN CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS). THE CLOSEST BASE STATION IS USED AS THE DETERMINING FACTOR IN CORRECTION SELECTION. THE GPS RECEIVER IS MANUFACTURED BY APPLANIX MARINE POS/MV VER. 4.0.
- GRID COORDINATES ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, MICHIGAN NORTH ZONE (2111), NORTH AMERICAN DATUM (NAD83). ALL COORDINATES SHOWN ARE IN U.S. SURVEY FEET.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM STATE AND FEDERAL REGULATORY AGENCIES IF THEY ELECT TO CONSTRUCT TEMPORARY PILING OR ANCHORAGES.
- MAINTAIN A 17 FT OFFSET FROM THE BREAKWATER STRUCTURES WITH EQUIPMENT LOADS. LOADING ON TOP OF THE BREAKWATER STRUCTURES IS LIMITED TO 100 PSF OR LESS.
- EXCAVATION OF THE EXISTING DRY STAMP SAND DEPOSIT MUST NOT OCCUR WITHIN 100 FEET OF ANY LEGALLY AUTHORIZED STRUCTURES.
- PLACEMENT OR REMOVAL OF MATERIAL IS PROHIBITED WITH THE EXTENTS IDENTIFIED AS "GREENSANDS CORPORATION CONVEYANCE AREA". TRANSPORTING OF EQUIPMENT THROUGH THIS AREA IS ALLOWED.
- STAMP SAND MATERIAL SHALL BE REMOVED FROM THE BEACH SIDE OF THE BREAKWALL BEFORE REMOVING ANY MATERIAL OUTSIDE THE FEDERAL NAVIGATION CHANNEL IN THE HARBOR.
- TRANSPORTING EQUIPMENT ALONG THE BEACH BETWEEN GRAND TRAVERSE BAY HARBOR AND THE PLACEMENT AREA IS PROHIBITED.
- THE EXISTING ACCESS ROAD SHOWN ON SHEET RR102 IS WITHIN A DESIGNATED HISTORICAL SITE. IF THE CONTRACTOR ELECTS TO USE THIS ROAD FOR MOBILIZING EQUIPMENT TO THE PLACEMENT AREA, IT MUST BE MAINTAINED IN ACCORDANCE WITH SECTION 01 35 13.10 OF THE SPECIFICATIONS.
- COLLECT "PRIOR" AERIAL PROGRESS VIDEOS IN ACCORDANCE WITH SECTION 01 35 13.10 OF THE SPECIFICATIONS AND SUBMIT FOR GOVERNMENT APPROVAL BEFORE STAMP SAND REMOVAL OPERATIONS BEGIN.


US Army Corps of Engineers

	DATE	DESCRIPTION

ISSUE DATE: 02 MAY 2016	LOCATION NO.: 809167000	CONTRACT NO.: W911XK-XX-XX-XXXX	DESIGNED BY: E. MALEBURG	CHECKED BY: A. JAFAR	SUBMITTED BY: PHILLIP ROSS	ANSI D PCFY00_GI001.dgn
U.S. ARMY CORPS OF ENGINEERS DETROIT DISTRICT STREET ADDRESS CITY, STATE ZIP						

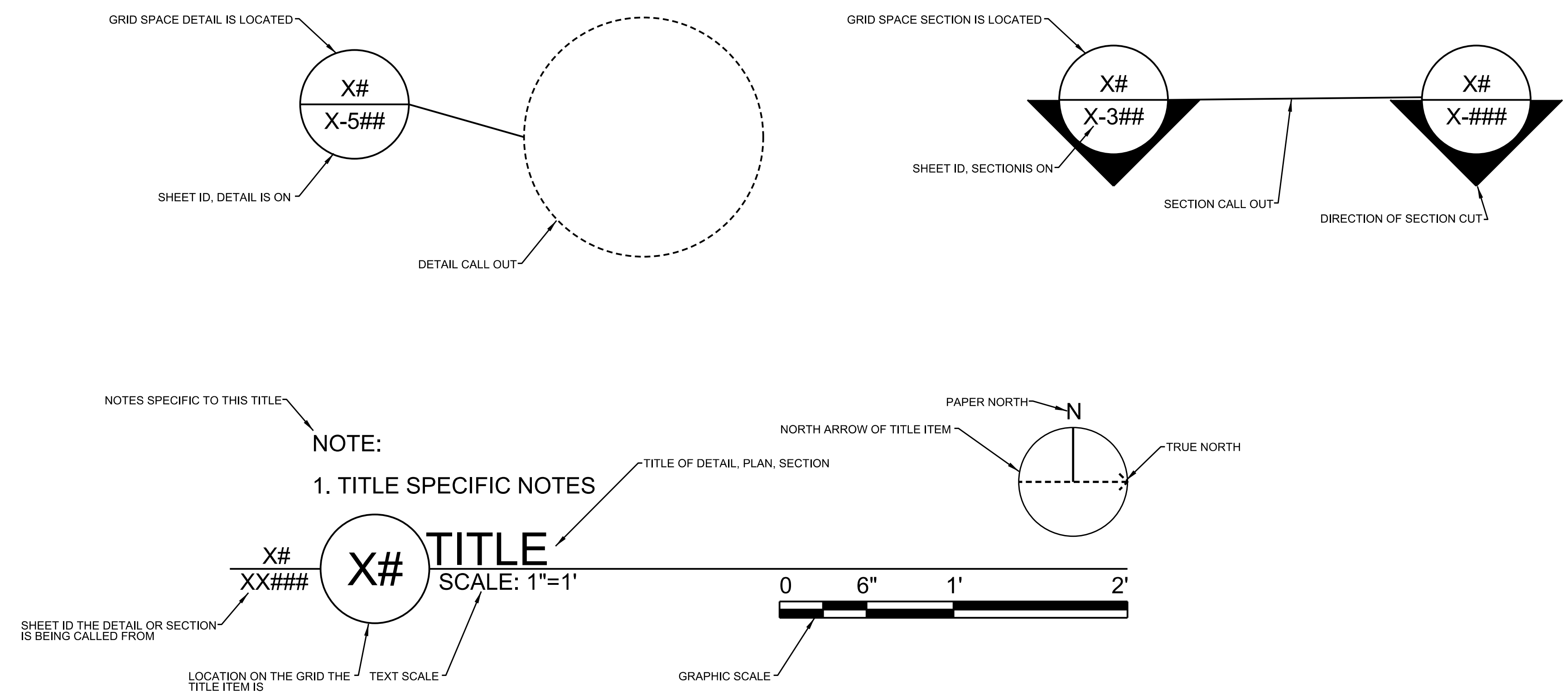
KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA MICHIGAN

SHEET INDEX & ABBREVIATIONS

SHEET ID
GI001

STANDARD ABBREVIATIONS:

ALT & APPROX @ BOTT C OR CL @ C CLR CONC CONN CNT J CT J COV CY DEG DIAG DIA DIM D/S DWG K L LD LEC ELEV EQ EXIST EXP J FI GALV HORIZ HT ID INV MATL	ALTERNATE AND APPROXIMATE AT BOTTOM CENTERLINE CENTER-TO-CENTER CLEAR CONCRETE CONNECTION CONSTRUCTION JOINT CONTRACTION JOINT COVERGAGE CUBIC YARD DEGREE DIAGONAL DEVELOPMENT LENGTH ELECTRICAL ELEVATION EQUAL EXISTING EXPANSION JOINT FOOT GALVANIZED HORIZONTAL HEIGHT INSIDE DIAMETER INVERT MATERIAL	MAX MIN MISC METAL NGVD NO. NOM NTS OC OD OHWM PL PSF PSI R REINF REQD SECT SHT SPEC SSP ST STL STA STD STIFF STR STR SQ SYMM THK TRANS (TYP) OR TYP UIS	MAXIMUM MINIMUM MISCELLANEOUS METAL NATIONAL GEODETIC VERTICAL DATUM NUMBER NOMINAL NOT TO SCALE ON CENTER OUTSIDE DIAMETER ORDINARY HIGH WATER MARK PLATE POUNDS PER SQUARE FOOT POUNDS PER SQUARE INCH RADIUS REINFORCING REQUIRED SECTION SECTION SHEET SPECIFICATION STEEL SHEET PILE STAINLESS STEEL STATION STANDARD STEEL STIFFENER STIRUP STRAIGHT SQUARE SYMMETRICAL THICK TRANSVERSE TYPICAL UPSTREAM
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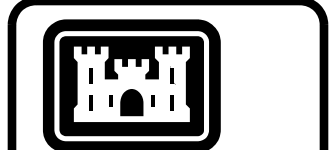
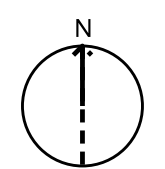
1 2 3 4 5 6 7 8 9 10

G
F
E
D
C
B
A



A1 EXISTING CONDITIONS SITE PLAN

SCALE: 1"=1000'



US Army Corps of Engineers®

MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEBURG	ISSUE DATE: 02 MAY 2016
DRAWN BY: M. JAFAR	LOCATION NO.:
CHECKED BY: A. JAFAR	CONTRACT NO.:
SUBMITTED BY: PHILLIP ROSS	
ANSID: PCFY00V-101.dgn	

U.S. ARMY CORPS OF ENGINEERS
 DETROIT DISTRICT
 STREET ADDRESS
 CITY, STATE ZIP

U.S. Army Corps of Engineers
 U.S. Army Corps of Engineers
 2215 Commonwealth Blvd
 Ann Arbor, MI 48106-1500

KEWEENAW STAMP SANDS
 KEWEENAW COUNTY
 UPPER PENINSULA, MICHIGAN

EXISTING CONDITIONS SITE PLAN

SHEET ID
V-101



GENERAL NOTES:

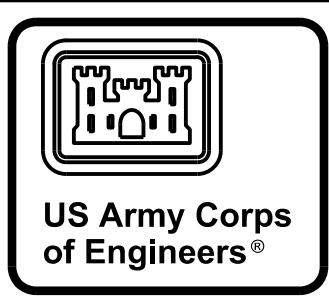
1. DREDGING WITHIN THE FEDERAL NAVIGATION CHANNEL WAS LAST PERFORMED IN SEPTEMBER 2017.
2. BATHYMETRIC CONTOURS ON THIS SHEET DEPICT POST DREDGING SURVEY DATA COLLECTED IN SEPTEMBER 2017 COMBINED WITH HARBOR CONDITION SURVEY DATA COLLECTED IN MAY 2017. TOPOGRAPHIC CONTOURS ON THIS SHEET DEPICT SURVEY DATA COLLECTED IN MAY 2017.
3. A SITE VISIT IN DECEMBER 2017 REVEALED CONSIDERABLE SHOALING HAS OCCURRED SINCE THE MOST RECENT SURVEYS WERE PERFORMED. THE EXTENT OF SHOALING THAT WAS ABOVE WATER IS SHOWN ON THIS SHEET.

CHANNEL CONTROL

STA.	COORDINATES		STA.	COORDINATES	
	NORTHING	EASTING		NORTHING	EASTING
PT1	879178.7	25939473.7	PT13	880140.2	25938931.1
PT2	879228.7	25939610.9	PT15	880199.9	25939097.4
PT3	879408.3	25939518.6	PT17	880516.4	25939246.8
PT4	879397.2	25939635.4			
PT5	879559.5	25939496.5			
PT6	879610.4	25939563.1			
PT7	879631.1	25939439.4			
PT8	879896.3	25939122.8			
PT9	879854.4	25939095.6			
PT10	879975.1	25939046.7			
PT11	880003.2	25938866.5			
PT12	880495.1	25939292.0			

LEGEND:

- EXISTING SURVEY CONTROL POINT
- SHORELINE
- FEDERAL CHANNEL
- CHANNEL C
- EXISTING MAJOR CONTOUR LINE
- EXISTING MINOR CONTOUR LINE
- STAMP SANDS ABOVE WATER



MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEJURG
 CHECKED BY: A. JAFAR
 SUBMITTED BY: PHILLIP ROSS
 ANS/D: PCFY00V-102.dgn

ISSUE DATE: 05 MAY 2018
 LOCATION NO.: 10474800
 CONTRACT NO.: W911XK-XX-X-XXXX

U.S. ARMY CORPS OF ENGINEERS
 DETROIT DISTRICT
 STREET ADDRESS
 CITY, STATE ZIP

KEWEENAW STAMP SANDS
 KEWEENAW COUNTY
 UPPER PENINSULA, MICHIGAN

EXISTING CONDITIONS PLAN
 GRAND TRAVERSE BAY HARBOR

SHEET ID
V-102

A1 EXISTING CONDITIONS PLAN - GRAND TRAVERSE BAY HARBOR
 SCALE: 1"=60'

%PRODUCTION DATA 1%
 %PRODUCTION DATA 2%
 %PRODUCTION DATA 3%
 %PRODUCTION DATA 4%

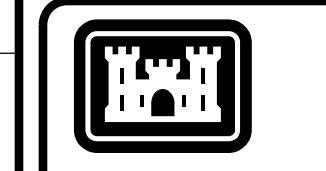


GENERAL NOTES:

1. CONTOURS REPRESENT EXISTING BATHYMETRY

LEGEND:

- EXISTING TROUGH
- EXISTING BATHYMETRY MAJOR CONTOUR
- EXISTING BATHYMETRY MINOR CONTOUR



US Army Corps of Engineers®

MARK	DESCRIPTION	DATE

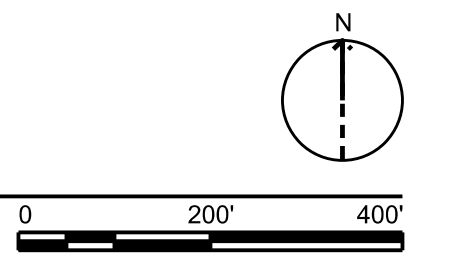
DESIGNED BY: E. MALEBURG	ISSUE DATE: 02 MAY 2016
PROJECT NO.: 142717	LOCATION NO.:18924
CHECKED BY: A. JAFAR	CONTRACT NO.:W811XK-XX-XX-XXXX
SUBMITTED BY: PHILLIP ROSS	ANSID: PCFY00V-103.40P
U.S. ARMY CORPS OF ENGINEERS DETROIT DISTRICT STREET ADDRESS: CITY, STATE ZIP:	

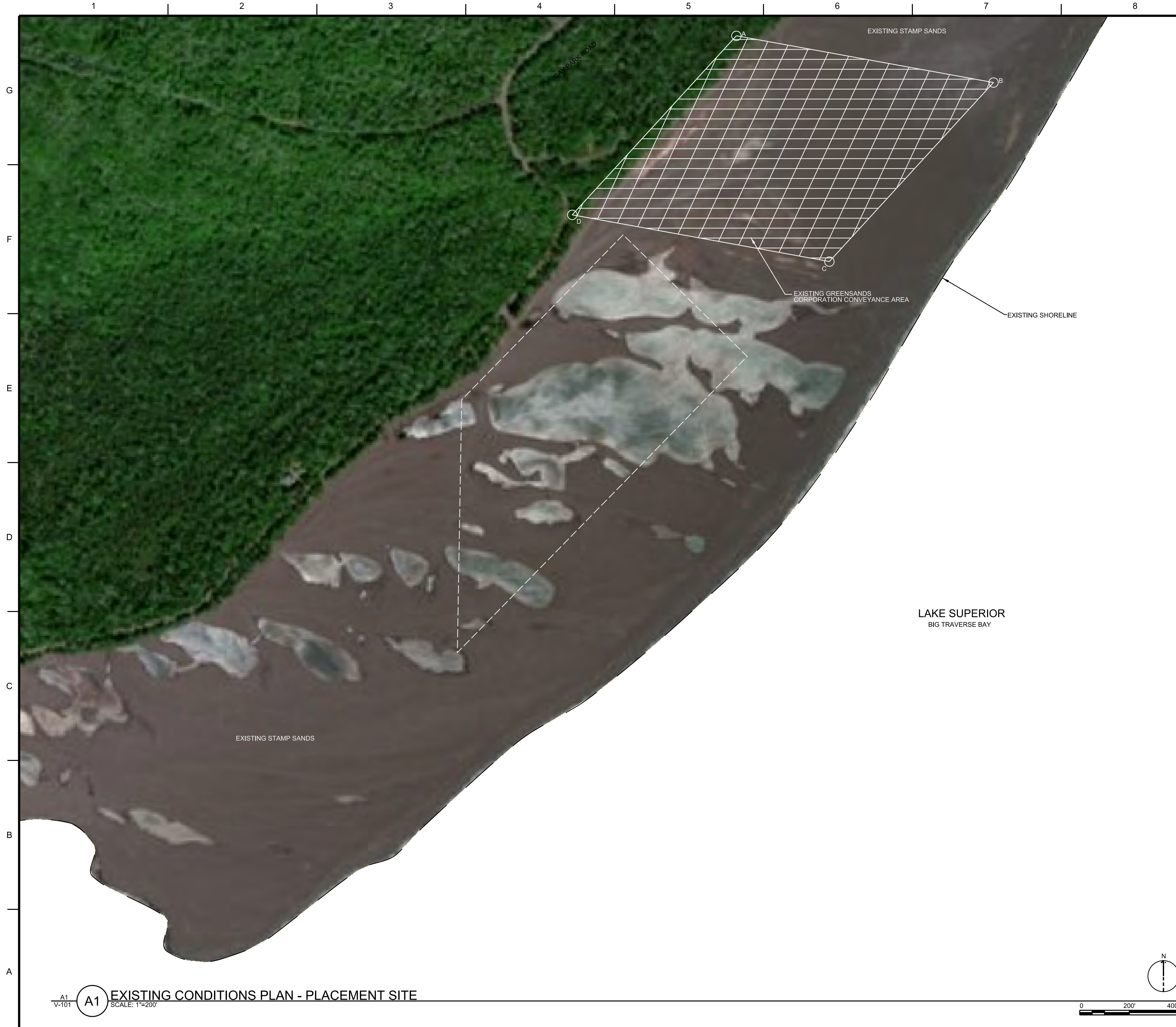
KEWEENAW STAMP SANDS
 KEWEENAW COUNTY
 UPPER PENINSULA, MICHIGAN

EXISTING CONDITIONS PLAN
TROUGH SITE

SHEET ID
V-103

A1 EXISTING CONDITIONS PLAN - TROUGH SITE
 SCALE: 1"=200'





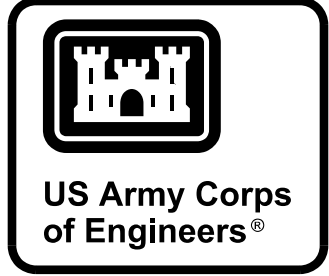
GENERAL NOTES:

1. REMOVAL OR PLACEMENT OF MATERIAL IS PROHIBITED WITHIN THE GREENSANDS CORPORATION CONVEYANCE AREA. TRANSPORTING OF EQUIPMENT THROUGH THIS AREA IS ALLOWED.

POINT	NORTHING	EASTING
A	891253.6280	25956575.7341
B	891065.4492	25957612.1288
C	890344.2267	25956550.6644
D	890532.4054	25955914.2697

LEGEND:

- EXISTING GREEN SANDS CONVEYANCE AREA
- CONTROL POINT
- PLACEMENT AREA EXTENTS
- SHORELINE



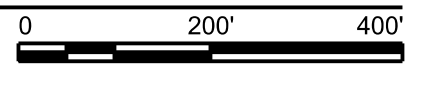
MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEBURG DRAWN BY: R. ROSS CHECKED BY: A. JAFAR SUBMITTED BY: PHILLIP ROSS SIZE: PCFY00V-104.dgn ANS/D	ISSUE DATE: 01 MAY 2016 LOCATION NO.: W811XK-XX-XX CONTRACT NO.: W811XK-XX-XX-XXXX
U.S. ARMY CORPS OF ENGINEERS DETROIT DISTRICT STREET ADDRESS CITY, STATE ZIP	

KEWEENAW STAMP SANDS
 KEWEENAW COUNTY
 UPPER PENINSULA, MICHIGAN
 EXISTING CONDITIONS PLAN
 PLACEMENT SITE

SHEET ID
V-104

A1 EXISTING CONDITIONS PLAN - PLACEMENT SITE
 SCALE: 1"=200'



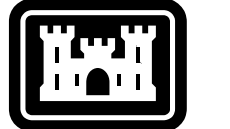


GENERAL NOTES:

1. CONVEYANCE AND PLACEMENT OF STAMP SAND MATERIAL SHALL BE PERFORMED BY HYDRAULIC MEANS ONLY.

LEGEND:

- [Pattern] REQUIRED DREDGE AREA "A1" & "A4"
DEPTH -12 FT BELOW L.W.D.
- [Pattern] REQUIRED DREDGE AREA "A2"
DEPTH VARIES -12 FT BELOW TO +1 FT ABOVE L.W.D.
- [Pattern] REQUIRED DREDGE AREA "A3"
DEPTH VARIES +1 FT ABOVE L.W.D.
- [Pattern] REQUIRED DREDGE AREA "B"
DEPTH -10 FT BELOW L.W.D.
- [Pattern] REQUIRED DREDGE AREA "C"
QUANTITY 8,000 CY
- [Pattern] REQUIRED DREDGE AREA "D"
QUANTITY 80,000 CY
- [Pattern] REQUIRED EXCAVATION AREA "E"
DEPTH +2 FT ABOVE L.W.D.
- [Pattern] REQUIRED PLACEMENT AREA
- [Pattern] EXISTING STAMP SANDS ABOVE WATER IN HARBOR
- [Pattern] EXISTING GREENSANDS CORPORATION
CONVEYANCE AREA
- [Dashed Line] FEDERAL NAVIGATION CHANNEL LIMIT
- [Dashed Line] CHANNEL CENTERLINE
- [Solid Line] DREDGE & EXCAVATION LIMITS
- [Solid Line] SHORELINE
- [Circle with dot] CHANNEL CONTROL POINTS



US Army Corps
of Engineers®

MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEJURG	ISSUE DATE: 05 MAY 2016
PROJECT NO.:160746000	LOCATION NO.:104
CHECKED BY: A. JAFAR	CONTRACT NO.:W811XK-XX-XX-XXXX
SUBMITTED BY: PHILLIP ROSS	ANSI/D
SIZE: PCF700C-101.dgn	

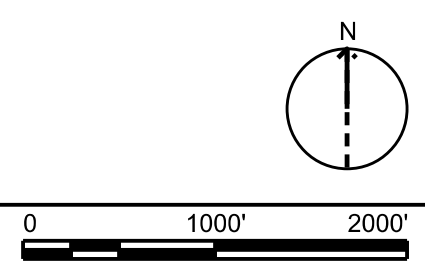
U.S. ARMY CORPS OF ENGINEERS
DETROIT DISTRICT
STREET ADDRESS
CITY, STATE ZIP

KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN

REQUIRED SITE PLAN

SHEET ID
C-101

A1 REQUIRED SITE PLAN
SCALE: 1"=1000'





GENERAL NOTES:

- 1. MAINTAIN A 17 FOOT OFFSET FROM BREAKWATER STRUCTURES. EQUIPMENT LOADS GREATER THAN 100 PSF ARE NOT ALLOWED ON BREAKWATER STRUCTURES.
2. FIELD CONDITIONS MAY DIFFER FROM AS-BUILT DRAWINGS PROVIDED IN SECTION 01 99 00 OF THE SPECIFICATIONS. CONTRACTOR SHALL VERIFY THE LOCATION OF STRUCTURAL COMPONENTS WITH A PROBE PRIOR TO EXCAVATING NEAR THE HARBOR BREAKWATER. THIS INCLUDES, BUT IS NOT LIMITED TO, STONE OR CONCRETE CAPS, H-PILES WITH TIEBACKS, TIMBER CRIBBING, AND STONE TOE PROTECTION.
3. STAMP SAND MATERIAL SHALL BE REMOVED FROM THE BEACH SIDE OF THE BREAKWALL BEFORE REMOVING ANY MATERIAL FROM THE HARBOR.
4. IF NATIVE MATERIAL IS ENCOUNTERED PRIOR TO REACHING REQUIRED DEPTH, CEASE OPERATIONS IN THAT LOCATION AND NOTIFY THE COR. CONTRACTOR MAY CONTINUE TO REMOVE STAMP SAND MATERIAL IN OTHER AREAS.
5. ALL CONSTRUCTION RELATED ACTIVITIES ON THE BEACH MUST STAY WITHIN THE REAL ESTATE EASEMENT SHOWN ON SHEET RR102.
6. COLLECT SEDIMENT CORES IN THE LOCATIONS PROVIDED ON THIS SHEET IN ACCORDANCE WITH SPECIFICATION SECTION 35 23 20 BEFORE DREDGING IN AREA C. COR WILL ASSIGN SPECIFIC ALLOWABLE DREDGING DEPTHS WITHIN 7 DAYS OF RECEIVING SEDIMENT CORE RESULTS.
7. BEGIN CORING OPERATIONS IN EITHER AREA C OR D WITHIN 45 DAYS OF BEING ISSUED NOTICE TO PROCEED.
8. BEGIN REMOVING STAMP SAND FROM WITHIN GRAND TRAVERSE HARBOR AND THE BEACH ADJACENT TO THE NORTH BREAKWATER WITHIN 60 DAYS OF BEING ISSUED NOTICE TO PROCEED.

DREDGE AREA COORDINATES:

CHANNEL CONTROL table with columns for STA., COORDINATES (NORTHING, EASTING), and STA. COORDINATES (NORTHING, EASTING). Rows include PT1 through PT12.

DREDGE AREA COORDINATES:

Table with columns for POINT, NORTHING, and EASTING. Rows include points A through R with their respective coordinates.

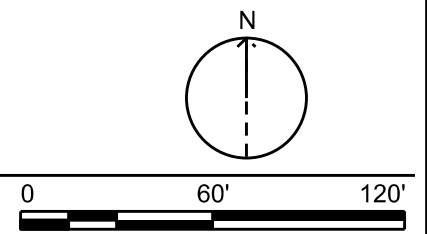
LEGEND:

- REQUIRED DREDGE AREA "A1" & "A4" DEPTH -12 FT BELOW L.W.D.
REQUIRED DREDGE AREA "A2" DEPTH VARIES -12 FT BELOW TO +1 FT ABOVE L.W.D.
REQUIRED DREDGE AREA "A3" DEPTH +1 FT ABOVE L.W.D.
REQUIRED DREDGE AREA "B" DEPTH -10 FT BELOW L.W.D.
REQUIRED DREDGE AREA "C" QUANTITY 8,000 CY
REQUIRED EXCAVATION AREA "E" DEPTH +2 FT ABOVE L.W.D.
STAMP SANDS ABOVE WATER IN HARBOR
FEDERAL NAVIGATION CHANNEL LIMIT
CHANNEL CENTERLINE
DREDGE & EXCAVATION LIMITS
SHORELINE
CHANNEL CONTROL POINTS
DREDGE AREA COORDINATE POINT
SEDIMENT CORE LOCATION

SEDIMENT CORE COORDINATES:

Table with columns for POINT, NORTHING, and EASTING. Rows include SC-17, SC-18, and SC-19 with their coordinates.

A1 REQUIRED DREDGING & EXCAVATION PLAN - AREAS A, B, C, E SCALE: 1"=60'



%PRODUCTION DATA 1%
%PRODUCTION DATA 2%
%PRODUCTION DATA 3%
%PRODUCTION DATA 4%

US Army Corps of Engineers logo, issue date (2016), designed by (M. MALIBURG), U.S. Army Corps of Engineers Detroit District information, required dredging and excavation plan areas A, B, C, E, sheet ID C-102.



GENERAL NOTES:

1. THE BASIC REQUIREMENT FOR DREDGING IN AREA D IS TO REMOVE 80,000 CY OF STAMP SAND. OPTIONS TO REMOVE ADDITIONAL QUANTITIES ARE INDICATED IN THE BID SCHEDULE.
2. IF NATIVE MATERIAL IS ENCOUNTERED, CEASE DREDGING AND NOTIFY THE COR. STAMP SAND REMOVAL MAY CONTINUE IN ANOTHER LOCATION.
3. COLLECT SEDIMENT CORES IN THE LOCATIONS PROVIDED ON THIS SHEET IN ACCORDANCE WITH SPECIFICATION SECTION 35 23 20 BEFORE DREDGING IN AREA D. COR WILL ASSIGN SPECIFIC ALLOWABLE DREDGING DEPTHS AND AWARD ANY OPTIONS WITHIN 7 DAYS OF RECEIVING SEDIMENT CORE RESULTS.
4. BEGIN CORING OPERATIONS IN EITHER AREA C OR D WITHIN 45 DAYS OF BEING ISSUED NOTICE TO PROCEED.

DREDGE AREA COORDINATES:

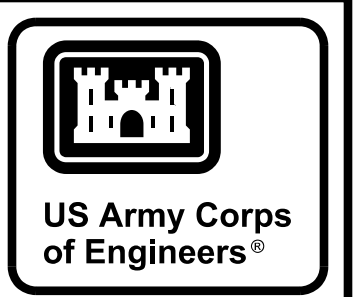
POINT	NORTHING	EASTING
A	886819.168	25945448.303
B	886587.967	25945336.608
C	885335.255	25948097.948
D	885585.455	25948209.642

SEDIMENT CORE COORDINATES

POINT	NORTHING	EASTING
SC-01	886586.67	25945385.48
SC-02	886433.90	25945727.91
SC-03	886270.75	25946053.16
SC-04	886107.69	25946458.42
SC-05	885944.63	25946823.67
SC-06	885781.58	25947188.93
SC-07	885618.52	25947554.19
SC-08	885455.46	25947919.44
SC-09	885292.40	25948284.70
SC-10	885129.34	25948649.96
SC-11	884966.28	25949015.22
SC-12	884803.22	25949380.48
SC-13	884640.16	25949745.74
SC-14	884477.10	25950111.00
SC-15	884314.04	25950476.26
SC-16	884151.00	25950841.52

LEGEND:

- [Dashed line] REQUIRED DREDGE AREA "D" QUANTITY 80,000 CY
- SC-xx SEDIMENT CORE LOCATION
- C CONTROL COORDINATE SYMBOL
- [Dashed line] EXISTING TROUGH BOUNDARY
- [Solid line] EXISTING BATHYMETRY MAJOR CONTOURS
- [Dashed line] EXISTING BATHYMETRY MINOR CONTOURS



MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEBURG
 CHECKED BY: A. JAFAR
 SUBMITTED BY: PHILLIP ROSS
 SIZE: PCFY00C-103.dgn
 ANS/D

ISSUE DATE: 02 MAY 2018
 LOCATION NO.: 103100000
 CONTRACT NO.: W811XK-XX-XX-XXXX

U.S. ARMY CORPS OF ENGINEERS
 DETROIT DISTRICT
 STREET ADDRESS
 CITY, STATE ZIP

KEWEENAW STAMP SANDS
 KEWEENAW COUNTY
 UPPER PENINSULA, MICHIGAN

**REQUIRED DREDGING PLAN
 AREA D**

SHEET ID
C-103

A1 C-103 **REQUIRED DREDGING PLAN - AREA D**
 SCALE: 1"=200'



GENERAL NOTES:

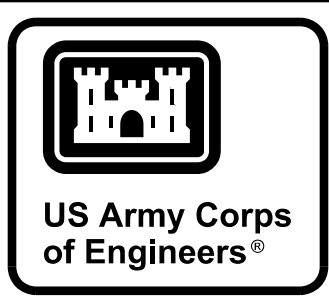
1. REQUIRED DREDGED AND EXCAVATED MATERIAL SHALL BE PLACED WITHIN THE CONSTRUCTED PLACEMENT AREA.
2. CONVEYANCE AND PLACEMENT OF STAMP SAND MATERIAL SHALL BE PERFORMED BY HYDRAULIC MEANS ONLY.
3. CONTRACTOR TO CONSTRUCT A BERM ALONG THE PLACEMENT AREA PERIMETER IN ACCORDANCE WITH SPEC SECTION 35 20 23. PLACED MATERIAL SHALL NOT EXCEED AN ELEVATION OF 610.1 FT. OR 1 FT BELOW INSIDE CREST OF BERM. AFTER DRAINAGE IS COMPLETE, BERM TO BE LEVELED OFF BY CONTRACTOR. SEE SHEETS C-304 AND C-305 FOR DETAILS.
4. DRAINAGE OF PLACED MATERIAL TO BE THROUGH INFILTRATION ONLY. POINT SOURCE DISCHARGE OF RETURN WATER IS PROHIBITED.
5. EQUIPMENT LOADS ON THE THE BREAKWALL STRUCTURE SHALL NOT EXCEED 100 PSF.

PLACEMENT AREA COORDINATES:

POINT	NORTHING	EASTING
A	889787.28	25954475.27
B	888768.80	25955451.16
C	889962.01	25956619.56
D	890451.76	25956119.42

LEGEND:

- EXISTING GREENSANDS CORPORATION CONVEYANCE AREA
- REQUIRED PLACEMENT AREA
- CONTROL COORDINATE SYMBOL
- EXISTING SHORELINE



MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEBURG	ISSUE DATE: 02 MAY 2018
DRAWN BY: P. ROSS	LOCATION NO.:
CHECKED BY: A. JAFAR	CONTRACT NO.:
SUBMITTED BY: PHILLIP ROSS	W811XK-XX-XX-XXXX
SIZE: ANSI D	PCFY00C-104.dgn

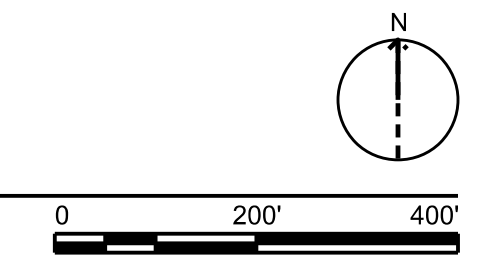
U.S. ARMY CORPS OF ENGINEERS
DETROIT DISTRICT
STREET ADDRESS
CITY, STATE ZIP

KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN

REQUIRED PLACEMENT PLAN

SHEET ID
C-104

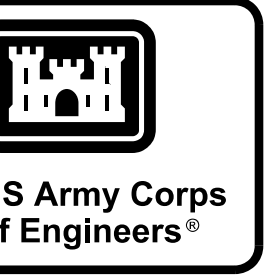
A1
C-101
REQUIRED PLACEMENT PLAN
SCALE: 1"=200'



%PRODUCTION DATA 1%
 %PRODUCTION DATA 2%
 %PRODUCTION DATA 3%
 %PRODUCTION DATA 4%

GENERAL NOTES:

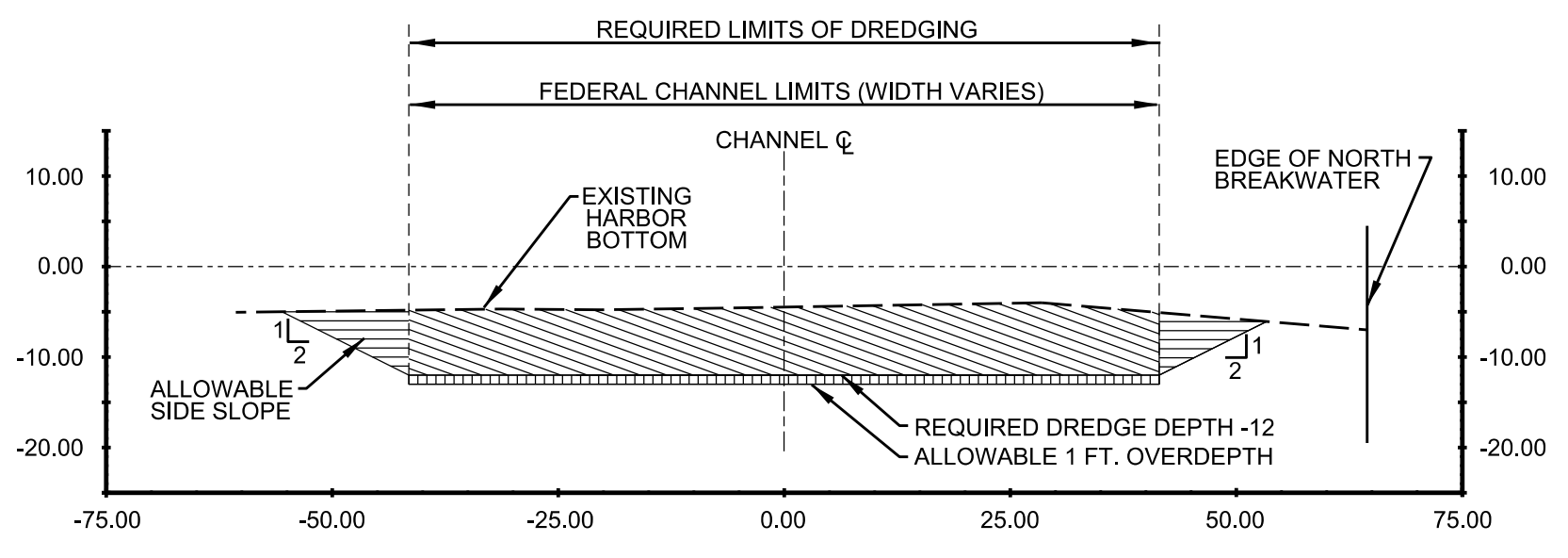
- PLACE REQUIRED DREDGED AND EXCAVATED MATERIAL WITHIN THE CONSTRUCTED PLACEMENT AREA.
- FIELD CONDITIONS MAY DIFFER FROM AS-BUILT DRAWINGS. BEFORE REMOVING STAMP SANDS, VERIFY BY PROBING TO LOCATE BREAKWATER STRUCTURAL COMPONENTS. THIS INCLUDES, BUT IS NOT LIMITED TO: TOP OF BREAKWATER STRUCTURE, TOP OF H-PILES, TIMBERS, AND STONE FILL.
- EXISTING TOE PROTECTION STONE ALONG HARBOR BREAKWALLS MUST NOT BE DISTURBED.
- EQUIPMENT LOADS ON THE THE BREAKWALL STRUCTURE ARE LIMITED TO 100 PSF.



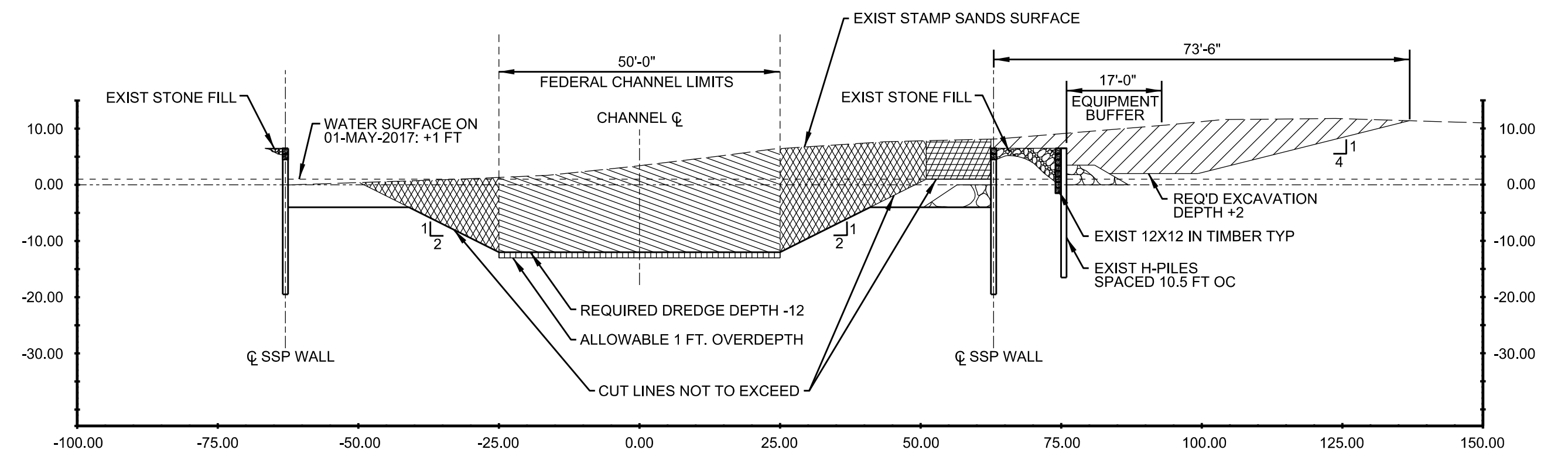
MARK	DESCRIPTION

LEGEND:

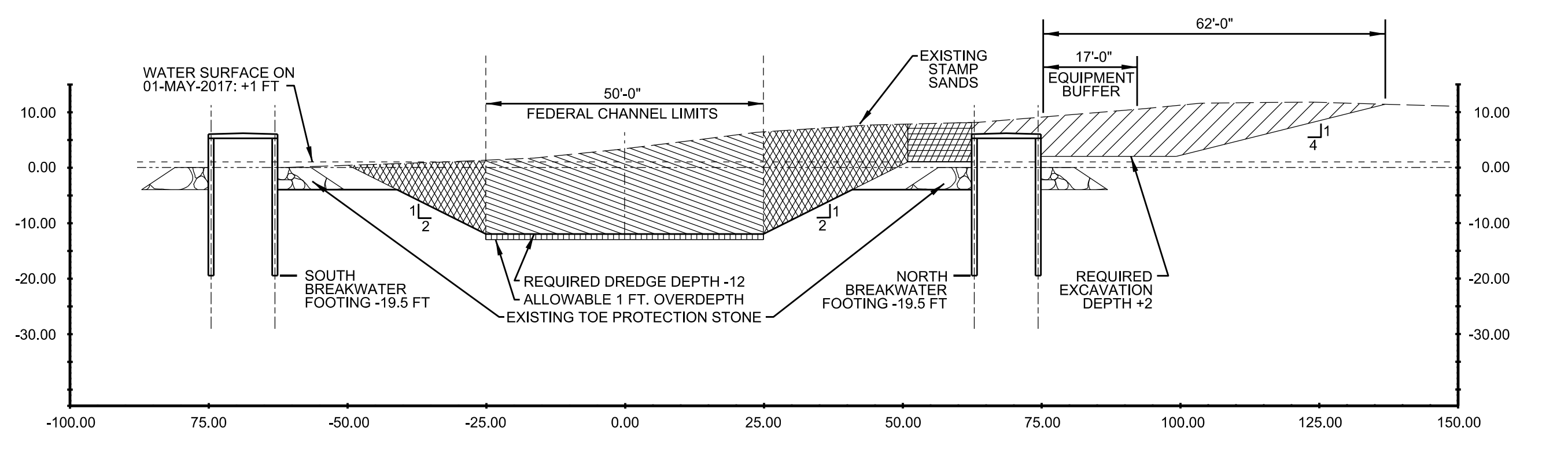
- REQUIRED DREDGE AREA "A1"
- REQUIRED DREDGE AREA "A2"
- REQUIRED DREDGE AREA "A3"
- REQUIRED EXCAVATION AREA "E"
- ALLOWABLE OVERDEPTH LIMIT
- ALLOWABLE SIDE SLOPE



A1 C-102 **E5** SCALE: 1"=20' 0 20' 40'



A1 C-102 **C4** SCALE: 1"=20' 0 20' 40'



A1 C-102 **A4** SCALE: 1"=20' 0 20' 40'

DESIGNED BY: E. MALEJURG	ISSUE DATE: 08 MAY 2018
PLANNED BY: B. KOSKINEN	LOCATION NO.: 190119000
CHECKED BY: A. JAFAR	CONTRACT NO.: W811XK-XX-XX-XXXX
SUBMITTED BY: PHILLIP ROSS	ANSI D: PCF700C-301.dgn

U.S. ARMY CORPS OF ENGINEERS
DETROIT DISTRICT
STREET ADDRESS
CITY, STATE ZIP

KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN

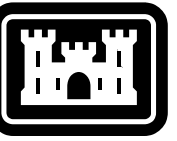
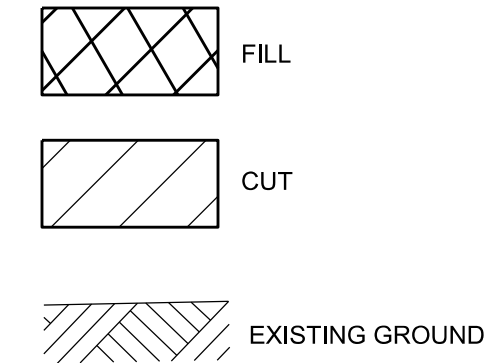
SHEET ID
C-301

G
F
E
D
C
B
A

GENERAL NOTES:

1. CONSTRUCT BERMS IN ACCORDANCE WITH SPECIFICATION SECTION 35 20 23. CROSS SECTIONS AS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY, ACTUAL BERM SIZE TO BE AT CONTRACTOR'S DISCRETION.
2. PUSH UP BERMS USING EXISTING STAMP SAND MATERIAL FROM WITHIN PLACEMENT AREA BOUNDARY.
3. CONSTRUCTED BERM MUST NOT EXCEED ELEVATION 611.1 FT. INTERNATIONAL GREAT LAKES DATUM 1985 (IGLD85). MATERIAL PLACED UNDER THIS CONTRACT MUST NOT EXCEED ELEVATION 610.1 FT. IGLD85 OR 1 FT BELOW INSIDE CREST OF BERM, WHICHEVER IS LOWER.
4. EXISTING PONDS IN THE PLACEMENT AREA VARY IN DEPTH AND WATER LEVELS FLUCTUATE THROUGHOUT THE YEAR, BASED ON SEPTEMBER 2016 LIDAR DATA, THE DEEPEST POND HAD A WATER DEPTH OF APPROXIMATELY 7 FEET AT TIME OF SURVEY.

LEGEND:



US Army Corps of Engineers®

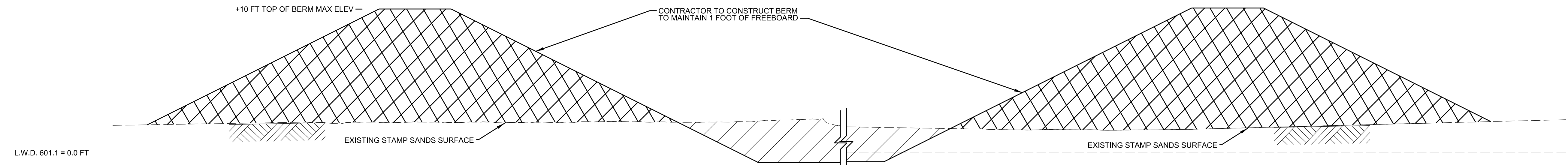
MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEBURG	ISSUE DATE: 22 MAY 2018
PACKED BY: A. JAFAR	LOCATION NO.: 1917AB00
CHECKED BY: A. JAFAR	CONTRACT NO.: W911XK-XX-XX-XXXX
SUBMITTED BY: PHILLIP ROSS	ANSI D: PCFY00C-302.dgn
U.S. ARMY CORPS OF ENGINEERS DETROIT DISTRICT STREET ADDRESS CITY, STATE ZIP	U.S. Army Corps of Engineers Logo

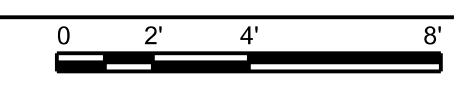
KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN

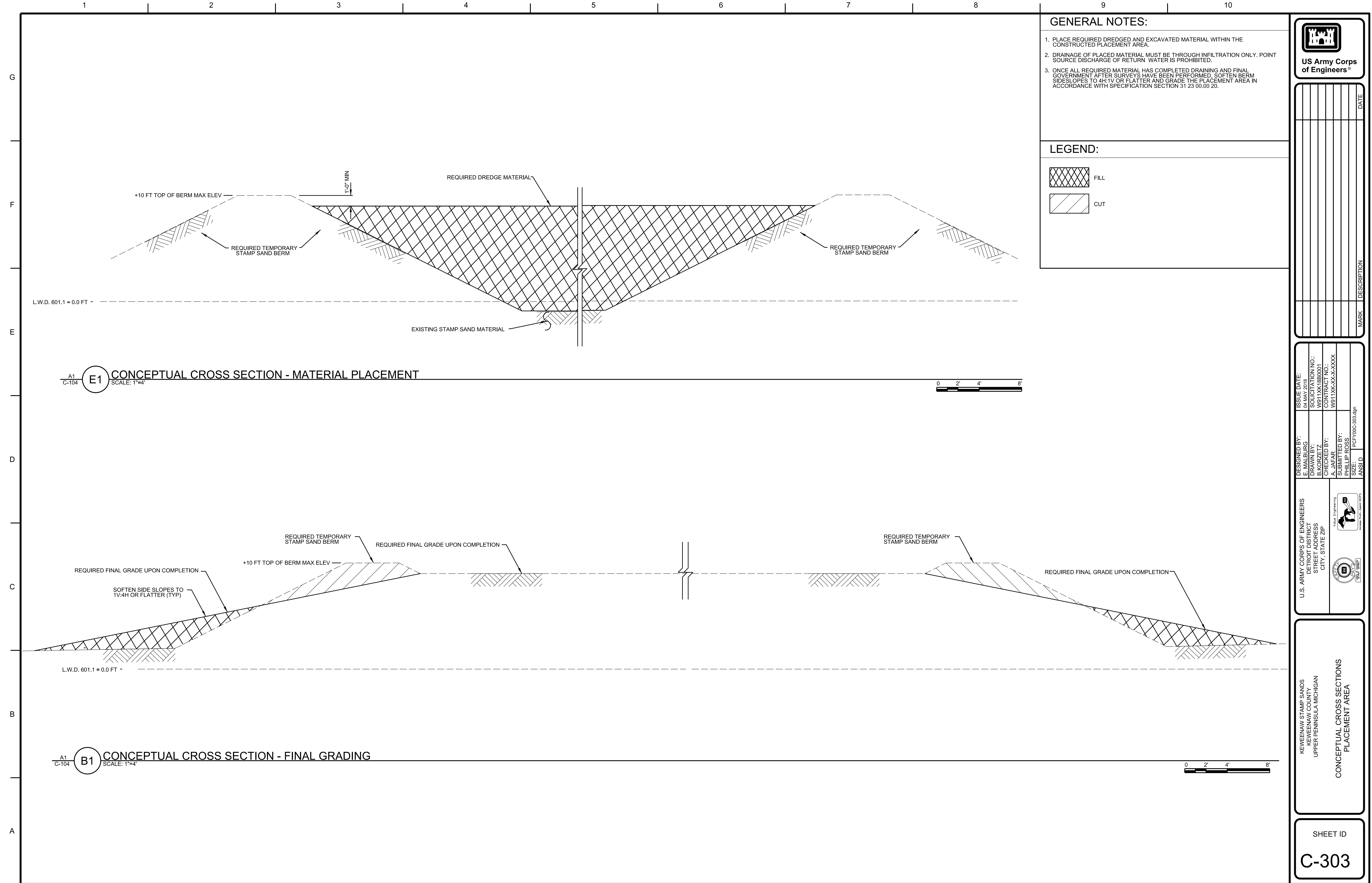
CONCEPTUAL CROSS SECTION
BERM CONSTRUCTION

SHEET ID
C-302



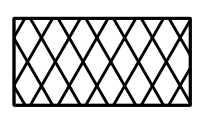
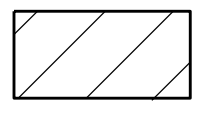
A1
C-104 **A1** CONCEPTUAL CROSS SECTION - BERM CONSTRUCTION
SCALE: 1"=4'

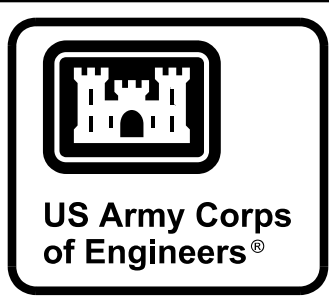




- GENERAL NOTES:**
- PLACE REQUIRED DREDGED AND EXCAVATED MATERIAL WITHIN THE CONSTRUCTED PLACEMENT AREA.
 - DRAINAGE OF PLACED MATERIAL MUST BE THROUGH INFILTRATION ONLY. POINT SOURCE DISCHARGE OF RETURN WATER IS PROHIBITED.
 - ONCE ALL REQUIRED MATERIAL HAS COMPLETED DRAINING AND FINAL GOVERNMENT AFTER SURVEYS HAVE BEEN PERFORMED, SOFTEN BERM SIDESLOPES TO 4H:1V OR FLATTER AND GRADE THE PLACEMENT AREA IN ACCORDANCE WITH SPECIFICATION SECTION 31 23 00.00 20.

LEGEND:

 FILL
 CUT



MARK	DESCRIPTION	DATE

DESIGNED BY: L. MALEJURG	PROJECT NO.: 303 CONTRACT NO.: W911XK-XX-XX-XX ISSUE DATE: 05 MAY 2016 PLAN/BOOK: C-104
PLACED BY: P. ROSS	
CHECKED BY: A. JAFAR	
SUBMITTED BY: PHILLIP ROSS	
SIZE: ANSI D	

U.S. ARMY CORPS OF ENGINEERS
 DETROIT DISTRICT
 STREET ADDRESS
 CITY, STATE ZIP



KEWEENAW STAMP SANDS
 KEWEENAW COUNTY
 UPPER PENINSULA, MICHIGAN

**CONCEPTUAL CROSS SECTIONS
 PLACEMENT AREA**

SHEET ID
C-303

%PRODUCTION DATA 1%
 %PRODUCTION DATA 2% %PRODUCTION DATA 3% %PRODUCTION DATA 4%

1

2

3

4

5

6

7

8

9

10



E1 STAMP SANDS MATERIAL SAMPLE
SCALE: N/A



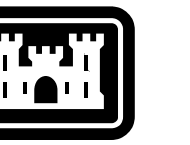
E5 STAMP SANDS MATERIAL SAMPLE
SCALE: N/A



A1 STAMP SANDS MATERIAL SAMPLE
SCALE: N/A

GENERAL NOTES:

1. GEOTECHNICAL DATA FOR STAMP SAND MATERIAL CAN BE PROVIDED BY THE GOVERNMENT UPON REQUEST.
2. SAMPLE WAS COLLECTED IN SHALLOW WATER NEAR THE ORIGINAL DEPOSIT DURING MAY 2012.



US Army Corps of Engineers®

MARK	DESCRIPTION	DATE

DESIGNED BY: E. MALEBURG	ISSUE DATE: 05 MAY 2016
DRAWN BY: A. JAFAR	LOCATION NO.: 190174000
CHECKED BY: A. JAFAR	CONTRACT NO.: W911XK-XX-XX-XXXX
SUBMITTED BY: PHILLIP ROSS	ANSI D: PCFY00C-701.dgn
U.S. ARMY CORPS OF ENGINEERS DETROIT DISTRICT STREET ADDRESS CITY, STATE ZIP	U.S. Army Corps of Engineers DETROIT DISTRICT STREET ADDRESS CITY, STATE ZIP

KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN

STAMP SAND MATERIAL SAMPLE
PHOTOGRAPHS

SHEET ID
C-701



GENERAL NOTES:

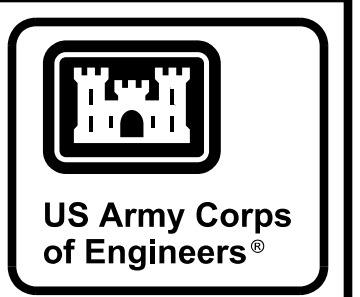
1. ACCESS ROAD IS WITHIN A DESIGNATED HISTORICAL SITE. IF RUTTING OCCURS, CRANE MATS SHALL BE USED AND THE ACCESS ROAD SHALL BE RETURNED TO EXISTING CONDITIONS UPON COMPLETION OF PROJECT.

WORK AND STORAGE AREAS:

WORK AREA "A":	2.3 ACRES
WORK AREA "B":	1.5 ACRES
WORK AREA "C":	1.4 ACRES
WORK AREA "D":	17.2 ACRES
WORK AND STORAGE AREA "E":	0.3 ACRES
PLACEMENT WORK AND STORAGE AREA:	20.9 ACRES

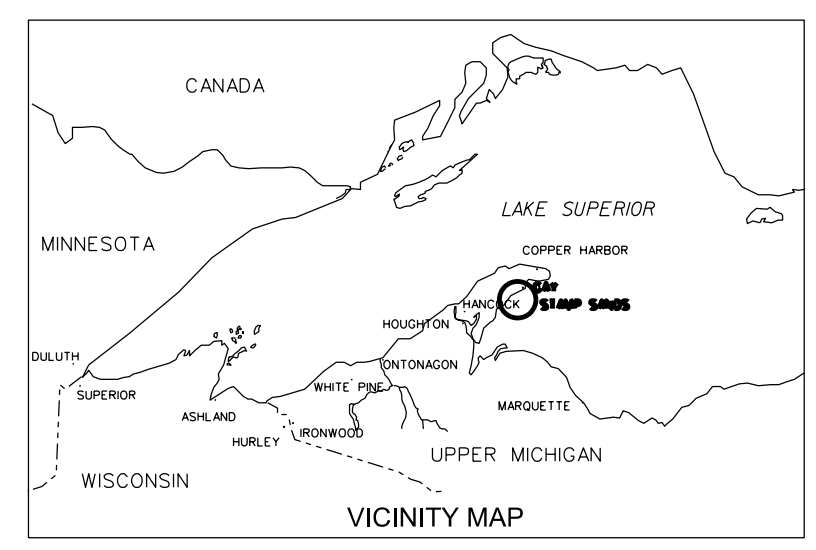
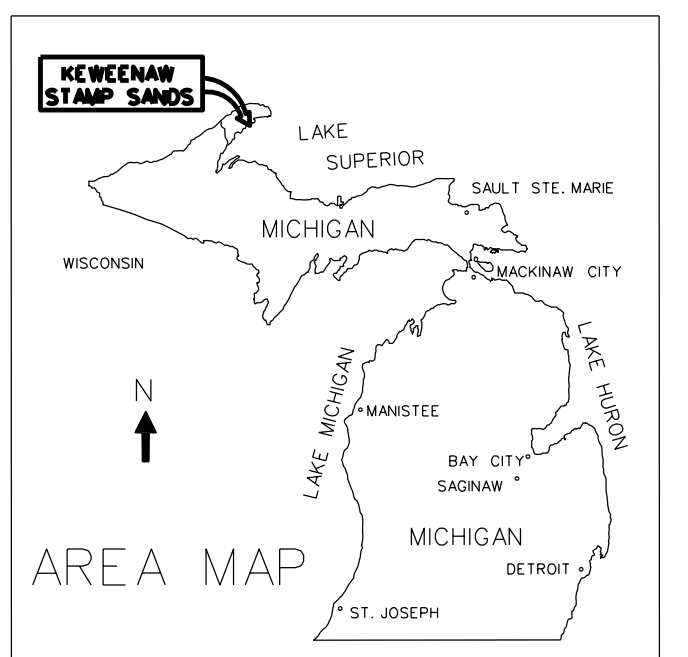
LEGEND:

- WORK AREA
- WORK AND STORAGE AREA
- GREENSANDS CORPORATION CONVEYANCE AREA
- EXISTING SHORELINE

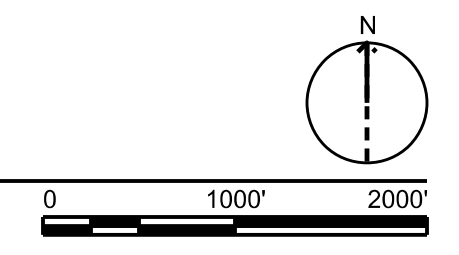


DATE	DESCRIPTION	MARK

DESIGNED BY: E. MALEBURG	ISSUE DATE: 05 MAY 2016
DRAWN BY: A. JAFAR	LOCATION NO.:
CHECKED BY: A. JAFAR	CONTRACT NO.:
SUBMITTED BY: PHILLIP ROSS	1W811XK-XX-XX-XXXX
ANSI D	SIZE: PCFY00RR101.dgn



A1 REAL ESTATE SITE PLAN
SCALE: 1"=1000'



U.S. ARMY CORPS OF ENGINEERS
DETROIT DISTRICT
STREET ADDRESS
CITY, STATE ZIP

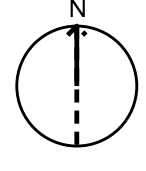
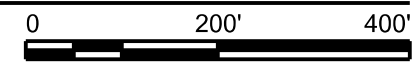
KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN

REAL ESTATE SITE PLAN

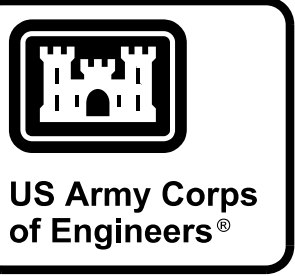
SHEET ID
RR101



F1 TEMPORARY ACCESS POINT DETAIL
SCALE: 1"=200'



LEGEND:	
	WORK AREA
	WORK AND STORAGE AREA
	EXISTING GREENSANDS CORPORATION CONVEYANCE AREA
	SHORELINE
	REAL ESTATE EASEMENT

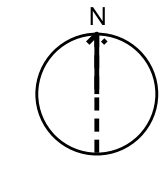


MARK	DESCRIPTION	DATE

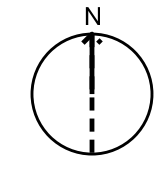
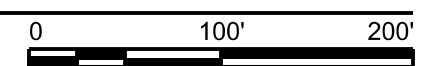
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A1 PLACEMENT WORK AND STORAGE AREA DETAIL
SCALE: 1"=500'



A6 HARBOR WORK AND STORAGE AREAS DETAIL
SCALE: 1"=100'



NOTE: CONSTRUCTION EQUIPMENT MUST MAINTAIN AN OFFSET OF 17 FT FROM BREAKWALL

U.S. ARMY CORPS OF ENGINEERS
DETROIT DISTRICT
STREET ADDRESS
CITY, STATE ZIP

DESIGNED BY:
E. MALEBURG
CHECKED BY:
A. JAFAR
SUBMITTED BY:
PHILLIP ROSS

ISSUE DATE:
26 MAY 2016
DRAWING NO.:
100101000
CONTRACT NO.:
W811XK-XX-XX-XXXX

ANSI D
SIZE: PCFY00RR102.dgn

KEWEENAW STAMP SANDS
KEWEENAW COUNTY
UPPER PENINSULA, MICHIGAN

WORK AND STORAGE AREA DETAILS

SHEET ID
RR102