

## EAST BRANCH BIG CREEK DAM REMOVAL BID DOCUMENTS

Michigan Trout Unlimited  
P.O. Box 442  
DeWitt, MI 48820

JOB NAME: East Branch Big Creek Dam Removal

SUBMIT TO: Michigan Trout Unlimited

SUBMIT BY: Friday November 14, 2025 at 5:00 PM

Email: [kthomas@michigantu.org](mailto:kthomas@michigantu.org)

Before submitting a Bid, each BIDDER shall:

1. Examine the contract documents thoroughly.
2. Become familiar with local conditions that may in any manner affect cost, progress, performance, or timely completion of the work.
3. Become familiar with all laws, rules, and regulations that may in any manner affect cost, progress, performance, or timely completion of the work.
4. Study and carefully correlate BIDDER's observations with contract documents.
5. Review historic regulations related to the project including the area of direct effect and guidelines for unexpected archaeological discoveries (Exhibit E).
6. This project is subject to Davis-Bacon Act (Exhibit D).
7. **Attend a mandatory on-site pre-bid meeting at East Branch Big Creek at 2:00 pm EST Thursday, October 30th.** The dam is located off N Red Oak Rd, north of Luzerne. From M72, take N Red Oak Rd north to Townline Rd and turn left. About half a mile down, Townline Rd curves left. At the curve, Granger Rd (two-track) begins on the right. Turn right onto Granger Rd and follow it along powerlines for about half a mile, turn left and follow the two-track another quarter mile back to the dam. See site map for more access details.

Surveys, investigations, and reports of latent physical conditions at the site which have been relied up by MITU in preparing the drawings and specifications are not guaranteed as to accuracy or completeness. Each BIDDER shall, at their own expense, make additional surveys and investigations as necessary to determine their bid for the performance of the work.

Having carefully examined the site of the proposed work; being fully informed of the conditions to be met in the execution and completion of the work; having read and examined the contract documents applicable to this work including the construction drawings, specifications, and general instructions, and agreeing to be bound thereby; the undersigned proposes to perform all services, and furnish all necessary labor, materials, tools, and equipment to complete the work described in the contract documents for the amounts set forth in the accompanying bid form.

If awarded a contract, the undersigned agrees to execute the work regularly and diligently to ensure full completion within the contract time indicated in the agreement.

The undersigned certifies the price(s) entered in the bid form are correct and complete and that all information given or furnished in connection therewith is correct, complete, and submitted as intended.

The undersigned waives any right to:

1. Claims they may now have or which may accrue to them,
2. Refuse to execute the contract if awarded to them,

3. Be relieved from any obligation by reason of any errors, mistakes or omissions, to withdraw a bid subject to the following:
  - a. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.
  - b. If, within 24 hours after bids are closed, any BIDDER files a duly signed notice with MITU and promptly thereafter demonstrates to the reasonable satisfaction of MITU that there was a material and substantial mistake in the preparation of bid, that BIDDER may withdraw its bid, and the bid security will be returned to MITU.

Payable upon satisfactory completion and acceptance by MITU. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

The undersigned certifies that this proposal is fair, genuine, and not collusive or sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham bid, to refrain from bidding, or in any way to fix the amount of this bid or that of any other BIDDER, or to secure any advantage against MITU. The undersigned further certifies that no officer or employee of MITU is personally or financially interested, directly or indirectly, in this bid or in the undersigned. In submitting this bid, it is understood that the right is reserved by MITU to accept any bid, or reject any and all bids, or to waive irregularities and/or informalities in any bid and to make the award in any manner deemed in the best interest of MITU. By submission of this bid, undersigned agrees to provide sufficient additional information to allow MITU to deduce the qualifications and capabilities of the undersigned to perform the work outlined below and to waive any claim that it has, or may have, against MITU, any of its agents, or employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal.

(Firm Name)	(Signature)
(Street Address)	(Printed Name)
(City, State, and Zip)	(Title)

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025



## GENERAL INSTRUCTIONS

TO BE MADE PART OF THE ORIGINAL CONTRACT:

Contractor herein acknowledges familiarity with the Federal Occupational Safety and Health Act, (O.S.H.A.) of 1972 and agrees to comply with all construction practices required by that law while engaged in fulfilling the terms of this contract and to hold OWNER harmless thereof.

Any extra work that is done and is not called for in the contract or without written instructions from MITU will not be eligible for payment. No verbal agreement or conversation with any officer, agent, or employee of MITU, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Payment will not be issued until an inspection has been made by the MITU.

CONTRACTOR warrants and guarantees to MITU that materials and equipment shall be new and that work shall be of good quality free from faults or defects and in accordance with requirements of the Contract Documents. Prompt notice of any defects will be given to CONTRACTOR. CONTRACTOR shall promptly, as specified by MITU, either correct any defective work or remove it from the site and replace it with acceptable work. If CONTRACTOR does not correct or remove and replace such defective work within a reasonable time, MITU may have the deficiency corrected or the defective work removed and replaced by others. All direct and indirect costs of such corrections or removal, and replacement, including compensation for additional engineering services, shall be paid by CONTRACTOR in an amount as verified by MITU.

Any arrangement with property owners must be in writing with a copy furnished to MITU.

Successful bidder must make themselves acquainted with rules and regulations of Act 451, Natural Resources & Environmental Protection Act, Public Acts of 1994, and take all steps needed to prevent silting downstream. SESC guidelines and BMP's to be used whenever necessary.

Contractor shall notify Miss Dig 1-200-482-7171 before doing any digging and comply with Act 53 of Public Acts of 1974.

### **Contractor Qualifications:**

**All bidding contractors must attend a site meeting at 2:00 pm EST on Thursday, October 30th 2025.**

Contractors must provide a description of your organization, including location(s), size, range of activities, and any other appropriate information. Emphasis should be given to the organization's experience with dam removal projects. MITU seeks contractors who have considerable experience in dam removal.

Bidders are required to provide a Technical Qualifications Package comprised of three project references for satisfactory execution of the primary tasks listed in the project including:

- Execution of physical dam removal including removal of the dam structure, berm, and grading of banks.
- Execution of stream restoration work similar to that outlined in the project specifications (e.g. directional vanes, sediment management associated with dam removal, dam removal)

Additional consideration will be given to contractors who demonstrate experience in the following categories in their Technical Qualifications Package:

- Grading operations and materials management in stream channels.
- Excavation and construction of stream channels and streambeds.
- Management of sediment during dam removal.

In addition upon request Bidders may be required to submit satisfactory evidence that they have necessary financial and material resources to complete the proposed work. In determining the responsibility of a particular Bidder related to financial and material resources, the following elements will be considered:

- Whether the Bidder:
  - Maintains a permanent place of business;
  - Has adequate equipment and personnel to do work properly and expeditiously within the Contract time; and
  - Has suitable financial status to meet obligations incident to work.
- Upon request, each Bidder may be required to show that former work performed by Bidder's company has been handled in such a manner that there are no just or proper claims pending against such work. No bidder will be considered responsible if it is engaged in other work that impairs its ability to finance this Contract or to provide adequate labor and equipment for the proper execution of the work required. Each Bidder shall demonstrate its ability to meet all requirements of the Contract by evidence satisfactory to MITU.

#### **Owner Rights to Reject Proposals:**

Michigan Trout Unlimited reserves the right to reject proposals submitted from contractors who do not meet the above-mentioned qualifications.

Requests are being accepted through **5:00 pm (EST) on Friday November 14th, 2025** and can be made by completing the bid form below and submitting it to:

Michigan Trout Unlimited  
Attn: Kristin Thomas  
kthomas@michigantu.org  
(616) 460-0477

## TROUT UNLIMITED SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** is made as of the last signature, ("**Effective Date**") by and between \_\_\_\_\_ ("**Contractor**") and Michigan Trout Unlimited, a Michigan nonprofit corporation ("**MITU**"). Contractor and MITU may be referred to herein collectively as the "**Parties**," or individually as a "**Party**."

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Services.** Contractor shall perform services for MITU as described in the scope of work ("**SOW**"), attached hereto as Exhibit A and incorporated herein by reference ("**Services**"). This Agreement and SOW will be construed as consistent with each other to the extent reasonably practicable, but in the event of a conflict, the SOW will prevail.
2. **Term and Expiration.** The term of this Agreement will commence on \_\_\_\_\_ and expire on \_\_\_\_\_ (the "**Term**"), unless terminated earlier as provided below. The Term may be extended by written mutual agreement of the Parties.
3. **Termination.** MITU may terminate this Agreement for any reason upon thirty (30) days prior written notice to Contractor. Should this occur, MITU shall have no further obligation to Contractor other than to compensate Contractor for services delivered and performed by Contractor, and accepted by MITU, up and through the date of termination (including any approved expense reimbursements). If either party fails to perform its obligations hereunder or breaches warranties made herein, the aggrieved party may, after giving the other party seven (7) days written notice, terminate this Agreement; provided, however, that, if within the seven-day period set forth in said notice, the other party shall cure such default to the reasonable satisfaction of the aggrieved party, such notice shall be null and void and this Agreement shall continue in full force and effect.

Upon termination, Contractor will provide to MITU all incomplete work in progress that was intended to be delivered as part of the Services, and all rights to any materials developed or provided hereunder shall belong to TU in accordance with this Agreement.

4. **Payment Terms.** Contractor will issue invoices to MITU when each payment is due and all undisputed amounts will be due by MITU within thirty (30) days of receipt of invoice. MITU may withhold payment until the Services provided by Contractor are accepted by MITU.

The payments set forth in Exhibit A shall constitute full consideration for all Services including fees, costs and expenses of any nature whatsoever and no other payments by MITU will be due Contractor for any reason except as agreed to in a written agreement signed by an authorized employee of MITU.

5. **The Site, Timetable and Deadlines.** Contractor has examined the site and agrees that costs identified in Exhibit A encompass all costs of the Contractor to complete the Services. Contractor shall develop and deliver the materials in accordance with MITU's timetable as described in Exhibit A. Missed deadlines, except when such missed deadlines are a result of delays or requests by MITU, shall constitute a material breach of this Agreement and MITU shall have the right to terminate this Agreement immediately.
6. **Insurance and Bonds.** The work to be performed under this Agreement shall be performed entirely at the Contractor's risk. The Contractor must carry workers' compensation as required by state law, hazard and liability insurance coverage written on an occurrence basis during the term of this Agreement in an amount no less than \$1,000,000 per occurrence. The Contractor must name MITU as an additional insured on the Contractor's policies and provide MITU with evidence that the appropriate insurance coverage is in effect.

MITU, at its discretion, may require the Contractor to provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

7. Debarment Certification. Contractor hereby certifies that it and its principals (a) are not presently debarred, suspended, prosed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency; (b) have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) above; and (d) have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default. Principals, for the purpose of this certification, include officers, directors, partners, owners, and persons having primary management or supervisory responsibility with the business entity or responsibility for the administration of Federal funds.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

8. Confidentiality. Contractor shall treat all material developed or provided by either party in connection with the Services as strictly confidential, and shall not use, disclose or permit to be used or disclosed such materials at any time prior to or after the termination of this Agreement, except in the performance of the Services or as specifically permitted in writing by MITU, whether Contractor has such information in its memory or it is embodied in writing or other form. Without limiting the foregoing, Contractor shall keep strictly confidential any information relating to the business or mission of MITU, its officers, directors, member, affiliates, or employees if such information could reasonably be construed as confidential and was obtained in the course of Contractor's providing services to MITU. Upon request, Contractor shall require its personnel and representatives to sign confidentiality agreements provided by MITU. Upon expiration or termination of this Agreement, Contractor will promptly return to MITU all confidential information regardless of format or medium or destroy such material, as MITU directs.

9. Use of TU Intellectual Property. Contractor will not use MITU's name, logo or other intellectual property in any way without prior written consent from MITU, except to the extent the work performed contemplates their inclusion in the final work product. Any use of MITU's intellectual property is subject to MITU's prior written approval.

10. Ownership. All right, title and interest, including without limitation copyright, in any writings, notes, reports, results, materials, studies, photographs, software, application, website, drawings, designs, or other works or documents produced or developed under this Agreement, along with all related drafts, versions and other material (collectively the "**Works**") are "works made for hire" as defined under the copyright laws of the United States and shall be owned exclusively by MITU. Notwithstanding the above, nothing in this paragraph shall apply if the Contractor is located in California.

To the extent any such works do not qualify as works made for hire, or if the Contractor is located in California, Contractor hereby unconditionally exclusively to MITU and its successors and assigns all right, title and interest, including but not limited to copyrights and other intellectual property rights, in and to all Works. Contractor further assigns to MITU all rights in any supporting data and material to the extent not protected by copyright and to the extent assignable. Contractor hereby agrees to execute any documents necessary to perfect such assignment and/or register said copyrights. Upon request from MITU, Contractor shall deliver to MITU (a) all tangible copies (including digital copies) of any Works, supporting data or material not delivered to MITU pursuant to this Agreement, and (b) any further documentation of MITU's ownership as provided herein. Contractor may use the Works, supporting data and material only with the prior written approval of MITU, and any use shall include an acknowledgment that the material used is the property of MITU.

Any innovations, documents, materials, or information related to methods, tools, designs, techniques, know-how or analysis used in Contractor's business, as well as the concepts, inventions, suggestions, creative ideas, plans, methods, research

designs, questionnaire forms (unless provided by MITU), methods of process or questioning, systems of analysis, information and materials, whether or not patentable or copyrightable, developed by Contractor prior to the date of this Agreement and used by Contractor in connection with this Agreement (collectively, “Techniques”), shall not be considered work made for hire under state or federal law and shall at all times remain the exclusive property of Contractor. To the extent the Techniques are included in the Services performed herein, Contractor hereby grants to MITU a non-exclusive right and license to use, execute, reproduce, display, perform, and distribute copies of any Techniques as included in any project deliverable produced for MITU by Contractor as described in the applicable Statement of Work. Contractor shall be solely responsible for notifying MITU of any requirement to comply with the terms of, any third-party license required for MITU’s use of the Techniques.

11. Independent Parties. The Parties do not intend that anything in this Agreement or in its performance be construed to create an employer-employee relationship, partnership, agency, joint venture, joint employer or franchise relationship between the Parties. All activities set forth in this Agreement will be performed by Contractor and MITU as independent parties. Contractor will perform the Services with Contractor’s own equipment and supplies. Neither Party shall have authority to contract for or bind the other party and shall not incur obligations or liability for the other Party. Under no circumstances will any employee of either Party be deemed or construed to be an employee or agent of the other Party. Each Party will ensure that its agents comply with the terms of this Agreement. Each Party will be responsible for all of its own costs and expenses associated with its performance under this Agreement. MITU is not responsible for payment of any taxes, insurance or benefits for Contractor or its subcontractors, personnel or agents.

12. Notice. Any notice given under this Agreement shall be in writing and shall be made by personal delivery, U.S. mail, or reputable commercial overnight courier at the address contained in this Agreement or to such other address notified in lieu thereof. Notices will be sent by receipted means with all charges prepaid. Notice shall be deemed given the date of receipt if delivered personally, five (5) business days after its postmark if sent U.S. Mail and one (1) business day after written verification of receipt if sent by commercial overnight courier.

13. Representations and Warranties. Contractor represents and warrants that (i) it has the training, experience and skills necessary to perform its obligations under this Agreement in a professional, competent, high quality and timely manner in accordance with all applicable laws and regulations and (ii) it shall not infringe the intellectual property rights of others in the performance of this Agreement, and that the Works are original to Contractor and do not infringe the intellectual property or other rights of others.

14. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors, members, employees and agents from and against any and all claims, demands, suits, costs, liabilities, losses and expenses (including reasonable attorneys’ fees) arising out of or in connection with (i) the Services or Works provided hereunder, (ii) any negligent or intentional acts or omissions of such Party or any of its officers, directors, employees, or agents; (iii) the inaccuracy or breach of any of the covenants, representations, obligations and warranties made in this Agreement; and (iv) any action by a third party against MITU or its affiliates or representatives relating to the Services or Works, supporting data or materials. The indemnified party shall provide prompt written notice to the indemnifying party of any actual or threatened claims arising pursuant to this Section.

15. Payment of Suppliers and Subcontractors. The Contractor shall, within ten (10) days of receipt of payment from MITU, pay all its suppliers and subcontractors in connection with the Services for all undisputed amounts. In the event Contractor fails to make timely payments to its suppliers or Subcontractors, MITU may, at its sole option and discretion, pay a supplier or Subcontractor any amounts due from Contractor for work performed under the purchase order or subcontract and deduct said payment from any remaining amounts due Contractor. Before any such payment is made to a supplier or Subcontractor, MITU shall provide Contractor written notice that payment will be made directly to a supplier or Subcontractor.

16. Force Majeure. Neither MITU nor Contractor shall be liable for failure to perform under this Agreement if such failure is caused by act of God, fire, flood, strike, labor dispute, riot, natural disaster, insurrection, war, threat or terrorist activities, epidemic, pandemic, or similar outbreak of communicable disease, curtailment of transportation, destruction or damage to an event facility sufficient to impair MITU’s use of an event facility, or any cause beyond the control of MITU and Contractor, whether or not similar to the causes herein specifically mentioned, making it inadvisable, illegal, or

impossible, for the parties to perform (including payment obligations). This Agreement may be terminated or performance may be excused without penalty for any one or more of such reasons by written notice from one party to the other.

17. No Assignment. Neither Party shall assign any rights or obligations under this Agreement.

18. Compliance with Laws. Each Party must comply with all applicable statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Michigan, and any other jurisdiction(s) in which each is organized or authorized to do business, including any applicable anti-bribery laws which are applicable to the work to be done by Contractor under this Agreement (in each case, an “**Applicable Law**”). Contractor must not take any actions that might cause MITU to be in violation of any of such Applicable Laws.

19. Governing Law. This Agreement will be interpreted, governed by and construed in accordance with the laws of the State of Michigan without giving effect to any conflict of law rules that would make the law of another jurisdiction applicable. Any claim or cause of action arising out of this Agreement shall be adjudicated exclusively in the courts of Ingham County, Michigan, and the Parties hereby submit to personal jurisdiction in such courts.

20. Use of Federal Funds: This project uses federal funds. Requirements due to the use of federal funds are outlined in Exhibit B, the Contractor shall comply with the terms in Exhibit B.

21. Use of State Funds: Funds to be paid to the Contractor may come from state sources. If state funds are being provided, Exhibit C will be included and the Contractor shall comply with the terms in Exhibit C. There are no state funding requirements associated with this project.

22. General Terms. This Agreement shall become binding when signed by the Parties and constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all prior and contemporaneous agreements and statements, of the Parties, whether written or oral. This Agreement may be amended only by a written agreement signed by both Parties. The provisions in this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive including but not limited to the ownership, indemnification and confidentiality provisions. Either party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature. Any Exhibits or Schedules referenced or attached to this Agreement are integral parts of this Agreement and are incorporated herein by reference. The captions contained in this Agreement are for reference and convenience only and may not be used to interpret the provisions or intent of this Agreement.

23. Timetable and Deadlines. The work to be completed under this contract shall be completed during June-September of 2026 unless otherwise agreed upon by MITU and CONTRACTOR.

24. Compensation. MITU shall pay to Contractor the following: TU will pay Contractor for all Services provided hereunder, as described above. Contractor will submit invoices to TU on a monthly basis, which invoice shall contain a general description of Services performed. Final payment will not be made until all work has been completed and inspected by MITU. All undisputed payments will be paid within 30 days of receipt of an invoice by TU. Each invoice must include a description of work performed and deliverables provided for the billing period.

25. Changes. MITU may order changes in the Services so long as they are within the general scope of the project. Contractor agrees to perform or implement such changes, with additional compensation if additional time or materials are required in accordance with this Exhibit.

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have signed this Services Agreement.

**Michigan Trout Unlimited**

**Contractor:** \_\_\_\_\_.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**SCOPE OF WORK**

**SCHEDULE OF PRICES**

Having reviewed the site and being fully informed of the conditions to be met and having fully and thoroughly examined the plans and specifications pertaining to this work, the undersigned proposes to furnish all labor, materials, tools and equipment for the specified work within the contract time.

All payments will be made in accordance to the measurement and payment schedule included herein.

<b><u>ITEM</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL</u></b>
<b>BASE BID</b>				
Mobilization	1	LS	_____	\$ _____
Tree Vanes installed	10	EA	_____	\$ _____
Rock Vane	2	EA	_____	\$ _____
Bank Work	170	CY	_____	\$ _____
Rock Rip Rap	10	CY	_____	\$ _____
Dam Material Removal	20	CY	_____	\$ _____
Downstream Piling Removal	36	EA	_____	\$ _____
Off Site Disposal of Materials	1	EA	_____	\$ _____
Native Trees	10	EA	_____	\$ _____
<b><u>BASE BID SUB-TOTAL</u></b>				<b>\$ _____</b>

## 1. Description of Services.

### PRODUCTS

1. FIELD STONE FOR ROCK VANE
  - a. Natural Field Rock/Stone free of paint, soil, and other fines, asphalt, soluble chemicals, or organic materials. Material should range in dimensions as indicated on the Drawings.
  - b. Field stone for vanes should be 12-24" vanes must be hand placed size rock accordingly.
2. RIP RAP
  - a. Stone free of paint, soil, and other fines, asphalt, soluble chemicals, or organic materials. Material should range in dimensions as indicated on the Drawings.
  - b. Rip rap stone should be 8-24"
3. TREE VANE TREES
  - a. Harvest on-site from staging area as outlined on Drawings. Trees harvested must be cut at the base of the trunk, not dug up or pushed over to minimize earth movement.
4. NATIVE TREES
  - a. Mix of native trees approved by MITU
5. SITE RESTORATION
  - a. Native seed mix approved by MITU
  - b. Biodegradable mulch blanket and straw.

### EXECUTION

1. GENERAL
  - a. Comply with measures as indicated on design drawings and in EGLE and Natural Rivers permits.
  - b. MITU may alter location of in-stream structures and planting in field. CONTRACTOR shall comply with MITUs directive.
2. DAM AND STRUCTURE REMOVAL
  - a. Conform to the slopes and dimensions as indicated on the Drawings.
  - b. Removing Dam Structures: Remove and dispose of all dam materials offsite, as indicated on the Drawings or as directed by the MITU.
  - c. Removing Downstream Pilings: Dispose of all materials offsite.
  - d. MITU Approval: Obtain approval from MITU that the dam and associated structures have been adequately removed, the stream width is appropriate, and the banks are graded properly.
  - e. Maintenance: Regrade and adjust as needed to ensure design parameters are met.
3. BANK WORK
  - a. Conform to slopes and dimensions on the Drawings or as directed by MITU.
  - b. Excavate all dam material from the streambed until a natural bed is formed. A 6-foot floodplain shelf will be constructed to the south at an elevation of 91 ft, followed by a 2:1 bank slope. MITU to confirm and approve elevation.
  - c. Use appropriate soil erosion control including isolating bank excavation with a turbidity curtain.

- d. Take care to minimize earth movement, and avoid all terrestrial historical features. Historical features will be flagged or fenced off.
  - e. Dispose of excavated sediment onsite in an upland area on Granger Rd (two track) to inhibit vehicle access to the site post construction.
  - f. Stabilize the bank toes with rip rap as indicated on drawings and revegetate as soon as possible after excavation is complete.
  - g. Maintenance: regrade and adjust as necessary to maintain stable banks and minimize erosion potential.
4. ROCK CROSS VANE
- a. Conform to slopes and dimensions on drawings.
  - b. Placing Rock: Hand placement, as indicated on the Drawings or as directed by MITU, at -1230', 94.5' and -1170', 94.2' relative elevation and location.
  - c. MITU Approval: Obtain approval from MITU that the cross-vane structures are functioning properly.
  - d. Maintenance: Regrade and adjust rock as needed to ensure the rock cross vane is functioning properly.
5. WHOLE TREE VANES
- a. Conform to slopes and dimensions on drawings.
  - b. Placing Trees: As indicated on the Drawings or as directed by MITU.
  - c. Anchor as needed with hydro jetted wood posts.
  - d. MITU Approval: Obtain approval from MITU that the whole tree vane structures are functioning properly.
  - e. Maintenance: Regrade and adjust bank as needed. Restore disturbed streambank with seed and mulch blanket or straw.
6. NATIVE TREES
- a. Install native trees at the direction of MITU.
  - b. MITU Approval: Obtain approval from MITU on location of plants and trees.
7. SITE RESTORATION
- a. Dispose of all dam and piling materials offsite. Dispose of any hazardous materials appropriately.
  - b. Grade and restore all disturbed earth with native seed and biodegradable mulch blanket or straw.

## **MEASUREMENT AND PAYMENT SCHEDULE**

Final payment for work governed by unit prices will be made based on the actual measurements and quantities accepted by the DESIGNER multiplied by the unit price for work which is incorporated in or made necessary by the work.

The following schedule outlines the method of measurements and basis of payment to be used on this project. Requirements for materials and methods described under each unit price are included in the General Specifications.

### 1) Mobilization

- a) Includes, but not limited to, the following in accordance with these documents.
  - i) Preparatory work and expenses incurred prior to beginning work onsite.
  - ii) Transporting materials, personnel, and equipment to the job site.
  - iii) Establishing temporary onsite construction facilities, ensuring to avoid designated terrestrial historical features of the site.
  - iv) Insurances, bonding, and other costs associated with the project in general and not included in other pay items.
  - v) Taking steps to minimize the spread of terrestrial and aquatic invasive species including:
    - (1) Visually inspecting and removing any plants or mud from footwear (boots, hipboots, waders, etc.) and drying (5-7 days) or disinfecting (100% Formula 409) and rinsing.
    - (2) Visually inspecting and removing and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles.
    - (3) Draining all water from vehicles and equipment, prior to leaving the site and before entering a new waterbody.
    - (4) Thoroughly drying equipment (5-7 days, if possible) between sites, when possible.
    - (5) Disinfecting vehicles and equipment between sites (e.g. 100% Formula 409 spray, heated pressure washer), when possible. Disinfection should be conducted away from all surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.
    - (6) Ensuring all seed mix used for site restoration include only native species.

b) Unit of Measure: Lump Sum.

### 2) Whole Tree Vanes

- a) Includes the following as indicated on the drawings and in accordance with the specifications:
  - i) Furnishing all labor, materials, and equipment necessary to complete the Work, including but not limited to logs (harvest onsite) and anchors.
  - ii) Harvesting trees onsite from the staging area for habitat work. Trees must be cut at the base to minimize earth movement.
  - iii) Moving trees to river to be placed.
  - iv) Placing and anchoring logs as indicated on the Drawings or as directed by MITU.
  - v) Cleanup and maintenance of the Work in the finished condition until final acceptance.

b) Unit of Measure: Each.

### 3) Rock Cross Vanes

- a) Includes the following as indicated on the drawings and in accordance with the specifications:
  - i) Furnishing all labor, materials, and equipment necessary to complete the Work, including but not limited to field stone.

- ii) Excavating by hand and grading as necessary to complete work.
    - iii) Placing rock riprap by hand as indicated on the Drawings or as directed by MITU.
    - iv) Cleanup and maintenance of the Work in the finished condition until final acceptance.
  - b) Units of Measure: Each
- 4) Dam Structure and Piling Removal
- a) Includes the following as indicated on the Drawings and in accordance with the specifications:
    - i) Furnishing all labor, materials, and equipment necessary to complete the Work, including but not limited to materials disposal and site restoration materials.
    - ii) Includes removal of all associated dam materials to allow for the designed cross-section to be implemented.
    - iii) Includes removal of all pilings downstream of the dam structure.
    - iv) Removing all dam materials and downstream pilings to off-site disposal.
    - v) Cleanup and maintenance of the work in the finished condition until final acceptance.
    - vi) Sediment management as needed during construction including but not limited to isolation of bank excavation areas with a turbidity curtain.
    - vii) Adherence to the use of heavy equipment only in the approved area of direct effect as indicated in Exhibit E.
  - b) Unit of Measure: Each.
- 5) Bank Work
- a) Includes the following as indicated on the Drawings and in accordance with the specifications:
    - i) Furnishing all labor, materials, and equipment necessary to complete the Work, including but not limited to biodegradable mulch blanket, seed, and additional site restoration materials.
    - ii) Excavating all dam materials and grading streambanks as indicated on the Drawings and as approved by MITU.
    - iii) Disposal of excavated earth material on-site on Granger Rd (two track) to deter vehicle access to the site post construction.
    - iv) Cleanup and maintenance of the Work in the finished condition until final acceptance.
    - v) Sediment management during construction including but not limited to isolation of active bank excavation areas with a turbidity curtain.
    - vi) Adherence to the use of heavy equipment only in the approved area of direct effect as indicated in Exhibit E.
  - b) Unit of Measure: Cubic yards.
- 6) Site Restoration
- a) Includes the following as indicated on the Drawings and in accordance with the Specifications:
    - i) Furnishing all labor, materials, and equipment necessary to complete the Work including but not limited to native seed mix and native trees.
    - ii) Placing and anchoring biodegradable mulch blanket or straw along disturbed areas within the project site as indicated on the Drawings or as directed by MITU.
    - iii) Planting of native trees in restored areas as directed by MITU.
    - iv) Restoring any items damaged at the site, including grading ruts caused by construction equipment within the site and in egress areas.
    - v) Cleanup and maintenance of the Work in the finished condition until final acceptance.
  - b) Unit of Measure: Lump Sum.

**EXHIBIT B**  
**FEDERALLY-FUNDED CONTRACT PROVISIONS**

If the Contract is funded, in whole or in part, by federal funds, the Contractor agrees to abide by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). This guidance is posted at Title 2 of the Code of Federal Regulations (CFR), Part 200, which is available at: [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

1. Unallowable Costs

The following costs are not allowed:

- a. Costs exceeding the amount authorized in this Contract;
- b. Costs incurred prior to or after the expiration of the Contract, including any no-cost extensions of time;
- c. Costs that lie outside the scope of the approved project and any amendments thereto; and
- d. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For information about the allowability of particular items of costs, please see 2 CFR Part 200, Subpart E—Cost Principles.

2. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors that apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

3. Contractor Disbarment and Suspensions

Contractor certifies that it is not a party listed on the government wide exclusions in the System for Award Management (SAM). Furthermore, contractor shall not enter into contracts with 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 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Disclaimers

Payments made to the Contractor under this Contract do not by direct reference or implication convey TU’s endorsement nor the endorsement by any other entity that provides funds to the Contractor, including the U.S. Government, for the activities implemented under this Contract. All information submitted for publication or other public releases of information regarding this Contract shall carry the following disclaimer:

*“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or Trout Unlimited. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or Trout Unlimited.”*

5. Davis-Bacon Act

This work is subject to Davis-Bacon Act, the Contractor shall be subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall be required to pay wages not less than once a week. MITU shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation (<https://sam.gov/wage-determination/MI20240042/1>). The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. MITU shall report all suspected or reported violations to the Federal awarding agency. The Contractor shall also be subject to the provisions of the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. MITU shall report all suspected or reported violations to the Federal awarding agency. Additional Davis-Bacon Act information can be found in Exhibit D.

#### 6. Rights to Inventions

If applicable to the activities implemented under this Contract, the Contractor shall abide by the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) and any implementing regulations issued by the federal agencies that provide funds for this grant agreement.

#### 7. Clean Air Act and Federal Water Pollution Control Act

If this Contract is in an amount that exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 8. Women, Minority-Owned, or Labor Surplus Area Business Fair Share Objective

The Contractor shall agree to ensure to the fullest extent possible that, in procuring goods and services, funds shall be made available to organizations owned or controlled by socially and economically disadvantaged individuals including women- and minority-owned businesses or labor surplus area firms.

#### 9. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, if the Contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 the Contract incorporates by reference the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### 10. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include this provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages

of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 11. Prohibition on certain telecommunications and video surveillance services or equipment

No federal funds made available under the Contract shall be used to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems for "covered telecommunications equipment or services" as a substantial or essential component of any system, or as a critical technology as part of any system from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China. For additional guidance see 2 C.F.R. § 200.216.

#### 12. Subcontracts

Contractor shall incorporate the terms and conditions of this Exhibit into all of Contractor's subcontracts entered into under this Contract.

#### 14. Termination

Upon termination of any of the funding agreements in this Exhibit for any cause whatsoever, MITU shall notify Contractor and this Contract between MITU and Contractor shall terminate upon MITU's written notice. MITU shall pay to Contractor all amounts submitted by Contractor which are reimbursed by the funder.

#### 15. Renewal or Modification

This Contract may be subject for renewal or modification upon termination of a funding agency's fiscal year (Funder's Fiscal Year). The obligations of MITU under this Contract for the present or any subsequent Funder's Fiscal Year following the Funder's Fiscal Year in which this Contract is executed are subject to the appropriation by the funding agency to MITU of funds sufficient to discharge MITU's obligation, which accrues in this or any subsequent Funder's Fiscal Year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties, or other charges arising from early termination.

#### 16. Expenditures

Expenditures for Contracted services shall not exceed the appropriated amount for any single Funder's Fiscal Year. In all events, the Contractor's yearly compensation, as contained herein, may not exceed the amount appropriated to and received by MITU for the Funder's Fiscal Year. MITU will communicate such restrictions with the Contractor.

#### 17. Debarment Certification

The Contractor certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency from receiving federal funds. Contractor will complete, sign and return with the signed agreement the certification included in Exhibit D to certify such.

#### 18. Build America, Buy America Act

Where applicable, the Contractor acknowledges that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

**Exhibit C  
Debarment Certification Form**

The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) above;

(d) have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and

(e) are "Actively" registered with SAMS (Service for Award Management) and has been assigned the following Unique Entity ID (UEI) Number: \_\_\_\_\_.

Principals, for the purpose of this certification, includes officers, directors, partners, owners, and persons having primary management or supervisory responsibility with the business entity or responsibility for the administration of federal funds.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature for Contractor

\_\_\_\_\_

Printed Name and Title

**Exhibit D**  
**Davis-Bacon Act Information**

**Check here if Davis Bacon applies: X**

**Davis Bacon Act and Related Acts**

This Contract is subject to the requirements of the Davis Bacon Act and Copeland Anti-Kickback Act. If this Contract is in excess of \$100,000, it is also subject to the requirements of the Contract Work Hours and Safety Standards Act. As such, Contractor shall comply with the following, as set forth at 29 C.F.R. § 5.5(a):

- (1) *Minimum wages.*
  - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
  - (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the

wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount

of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* TU 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal Funding Agency listed above or TU may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Funding Agency listed above if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Funding Agency listed above. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Funding Agency listed above if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Funding Agency listed above, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. Part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
  - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Funding Agency listed above or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.
- (4) *Apprentices and trainees—*
- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

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

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

less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the Federal Funding Agency listed above may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.
- (8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.*
  - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

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

Additionally, if this Contract is in an amount in excess of \$100,000, Contractor shall comply with the following, as set forth at 29 C.F.R. § 5.5(b):

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (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 workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Federal Funding Agency listed above and/or TU 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.
- (4) *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.

***Applicable Wage Determination Follows Next Page as Attachment 1.***

# Attachment 1 Davis-Bacon Wage Determination Heavy Construction Crawford County Michigan

"General Decision Number: MI20240042 03/15/2024

Superseded General Decision Number: MI20230042

State: Michigan

Construction Type: Heavy

Counties: Alpena, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon 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)(1).

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If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.

---

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 \$12.90 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 2024. |

---

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	01/05/2024
1	03/15/2024

CARP0202-004 06/01/2023

ALL OTHER COUNTIES

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 25.61	20.92

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CARP0706-015 06/01/2023

IOSCO & OGEMAW COUNTIES

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 31.49	22.68

---

ELEC0498-010 06/01/2023

CRAWFORD (does not include the township of Lovells), OTSEGO (does not include the townships of Charlton, Chester and Dover) & ROSCOMMON (does not include the townships of Backus, Nestor and Roscommon) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.65	22.63

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ELEC0692-009 06/01/2023

ALPENA, CRAWFORD (Township of Lovells); IOSCO (Townships of Ausable, Oscoda, Plainfield & Wilbur), MONTMORENCY, OGEMAW (Townships of Foster, Rose & Goodar), OSCODA, OTSEGO (Townships of Charlton, Chester and Dover) & PRESQUE ISLE COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 33.72 38.03%+9.93

-----  
ELEC0692-019 06/01/2023

IOSCO (Townships of Alabaster, Baldwin, Burleigh, Grant, Reno, Sherman & Tawas), OGEMAW (All townships except Foster, Goodar & Rose) & ROSCOMMON (Townships of Backus, Nestor and Roscommon) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 33.72 38.03%+9.93

-----  
ENGI0325-021 09/01/2023

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

Rates Fringes

POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.27	25.25
GROUP 2.....	\$ 34.38	25.25
GROUP 3.....	\$ 33.88	25.25
GROUP 4.....	\$ 33.60	25.25

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

-----  
ENGI0326-013 06/01/2023

EXCLUDES UNDERGROUND CONSTRUCTION

Rates Fringes

OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.48	25.25

GROUP 2.....	\$ 42.18	25.25
GROUP 3.....	\$ 39.53	25.25
GROUP 4.....	\$ 37.82	25.25
GROUP 5.....	\$ 29.48	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.  
 Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Bulldozer; Compactor; Crane; Scraper

GROUP 4: Boom truck (non-swinging)

GROUP 5: Oiler

-----  
 IRON0025-006 06/01/2023

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 31.43	34.77
Structural.....	\$ 34.85	40.42

-----  
 LABO0334-025 09/01/2022

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.....	\$ 22.42	12.95
(4) Grade Checker.....	\$ 22.73	12.95

-----  
LABO1098-008 07/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

ALPENA, CRAWFORD, IOSCO, MONTMORENCY, OSCODA, OTSEGO & PRESQUE  
ISLE COUNTIES

	Rates	Fringes
LABORER		
Common or General.....	\$ 20.56	12.95

-----

LABO1098-020 07/01/2023

EXCLUDES OPEN CUT CONSTRUCTION

OGEMAW & ROSCOMMON COUNTIES

	Rates	Fringes
LABORER		
Common or General.....	\$ 22.94	13.45

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PLAS0016-032 04/01/2014

IOSCO & OGEMAW COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.47	12.38

-----

PLAS0016-034 04/01/2014

ALPENA, CRAWFORD, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE &  
ROSCCOMMON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 23.10	12.38

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\* PLUM0085-002 05/04/2023

	Rates	Fringes
PLUMBER.....	\$ 43.50	21.10

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TEAM0007-010 06/01/2023

	Rates	Fringes
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TRUCK DRIVER

Lowboy/Semi-Trailer Truck...\$ 31.55 .75 + a+b

FOOTNOTE:

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

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\* SUMI2010-040 11/09/2010

	Rates	Fringes
LABORER: Landscape.....	\$ 10.89 **	1.74
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.97 **	3.51
LABORER: Pipelayer.....	\$ 15.28 **	3.99
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.98 **	6.12
OPERATOR: Grader/Blade.....	\$ 15.50 **	3.62
OPERATOR: Roller.....	\$ 13.74 **	7.93
OPERATOR: Loader.....	\$ 16.07 **	8.37
TRUCK DRIVER: Dump Truck.....	\$ 11.10 **	1.25

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

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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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.

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#### 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:

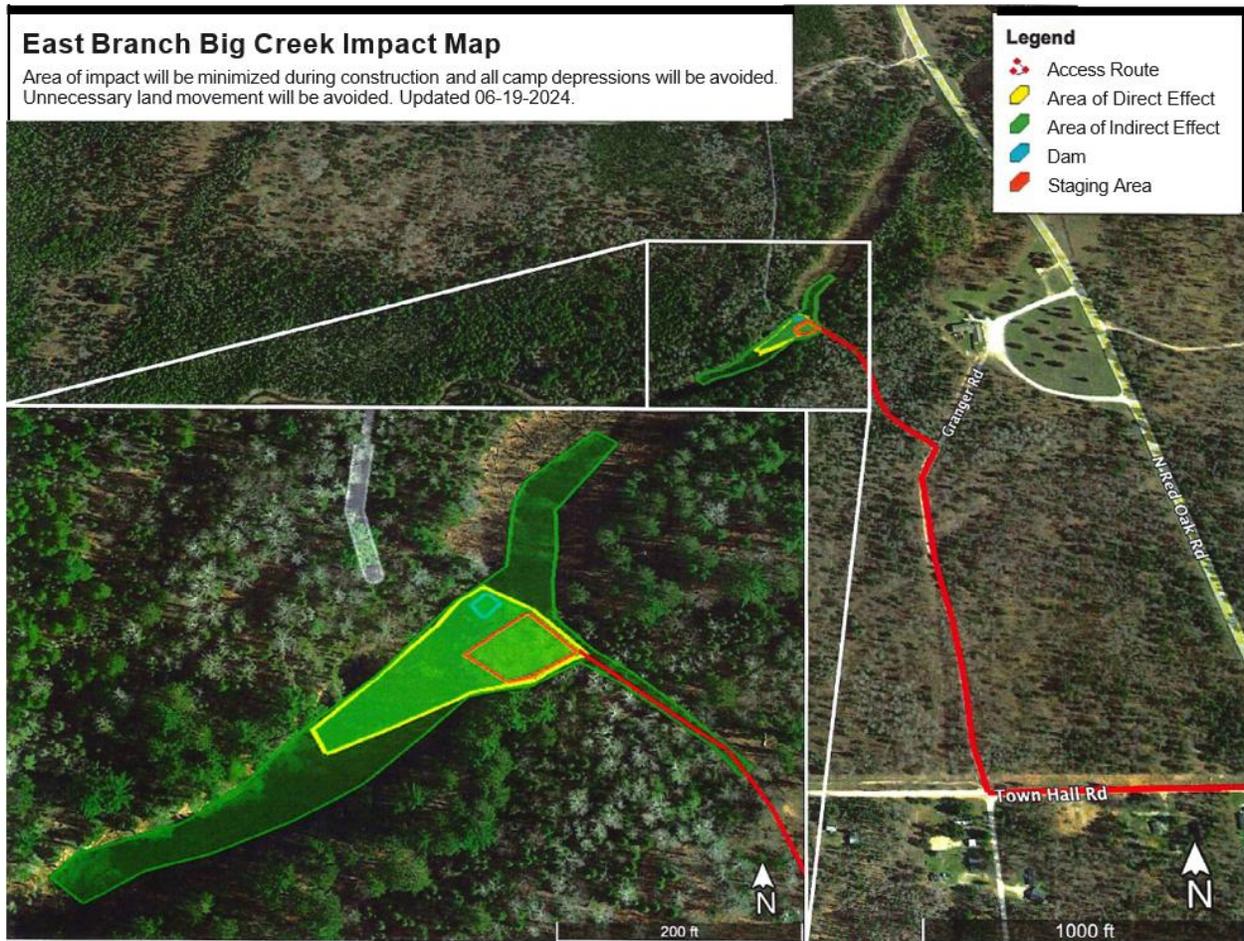
Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISION"

## Exhibit E



## HUMAN REMAINS ENCOUNTERS AND UNANTICIPATED ARCHAEOLOGICAL DISCOVERIES

### Human Remains Encounters

Human remains are physical remains of a human body or bodies, including, but not limited to, bones, teeth, hair, ashes, and preserved soft tissues (mummified or otherwise preserved) of an individual or individuals. Remains may be articulated or disarticulated bones or teeth. Any human skeletal remains, regardless of antiquity or ethnic origin, will always be treated with dignity and respect.

#### **1. Stop Work**

In the event of an encounter with known or suspected human remains, all project work must stop and cannot resume without permission from MI DNR Archaeology.

#### **2. Notify**

The project archaeologist will immediately notify:

Oscoda County Sheriff  
Non-emergency number 989-826-3214  
301 S. Morenci Ave. Mio, MI 48647

MI DNR  
Stacy Tchorzynski, Director of Archaeology  
517-388-4657  
[TchorzynskiS@michigan.gov](mailto:TchorzynskiS@michigan.gov)

&  
Luke Pickrahn, Archaeologist  
517-930-7210  
[Pickrahn11@michigan.gov](mailto:Pickrahn11@michigan.gov)

MI DNR Archaeology will notify:

Sgt. Mark DePew, DNR Law Enforcement District 5  
989-275-5151  
[depewm@michigan.gov](mailto:depewm@michigan.gov)

Thomas Barnes, Grayling SF Unit Manager  
231-384-7732  
[barnest2@michigan.gov](mailto:barnest2@michigan.gov)

William Johnson, MACPRA Chairman  
989-775-4750  
[wjohnson@sagchip.org](mailto:wjohnson@sagchip.org)

MI SHPO  
Scott Slagor, Cultural Resource Protection Manager  
517-285-5120  
[SlagorS2@michigan.gov](mailto:SlagorS2@michigan.gov)  
&

Sarah Surface-Evans, Senior Archaeologist  
517-282-7959  
[SurfaceevansS1@michigan.gov](mailto:SurfaceevansS1@michigan.gov)

USFWS  
Staci Black, Archaeologist  
814-206-7470  
[staci\\_black@fws.gov](mailto:staci_black@fws.gov)

### **3. Next Steps**

Law enforcement will determine if the remains are human. If a non-human determination is made and there is no archaeological association, MI DNR Archaeology will notify consulting parties that work can proceed.

Law enforcement has jurisdiction if the remains represent a human medicolegal case. If they determine that the encounter represents a historical or archaeological case beyond their purview, consultation must be completed with the MI DNR, the USFWS, consulting Tribes or other

descendant community as applicable, and the MI SHPO to determine a plan of action and treatment.

In most cases, it is preferred that burial sites be preserved, adequately documented, and maintained in place. If this is not possible, the remains and any associated materials would need to be moved for their protection. The following sequence of steps will be employed if it is not possible to preserve and maintain an inadvertently discovered burial in place:

- a. A qualified archaeologist experienced in human remains recovery shall document and recover the remains and any related materials that may be present. Archaeological expertise is important in documenting the discovery context and evaluating whether the remains are isolated or if additional remains may be immediately present. Archaeological recovery may be completed under the auspices of law enforcement. If law enforcement chooses not to be involved, a permit for disinterment must be obtained from the local Department of Public Health, or through a court order. Documentation and recovery shall be respectful and conducted out of public view, to the extent possible.
- b. Do not separate funerary objects or possible funerary objects from human remains of any ancestry.
- c. As soon as possible, the remains shall be examined by a physical anthropologist using standard non-invasive methods and procedures to create a basic biological profile and estimate ethnicity. Known or suspected Native American Ancestors or other materials subject to the Native American Graves Protection and Repatriation Act (NAGPRA) will not be moved, touched, or further disturbed after discovery until completion of Tribal consultation or emergent circumstances arise.
- d. If it can be determined immediately that a discovery is, or has the potential to be, a Native American Ancestor and/or other materials subject to NAGPRA (i.e., associated or unassociated funerary objects, sacred objects, and objects of cultural patrimony), the consulting Tribes will be notified within 48 hours of discovery and potential identification. Tribal notification and consultation will be coordinated by MI DNR Archaeology and the USFWS.
- e. After notification and initial consultation, consulting Tribes may request that all federally recognized Tribes likely to be culturally affiliated with the discovery be notified in writing by mail or email and further consultation initiated regarding the cultural affiliation, care, handling, excavation (if necessary), and/or disposition per NAGPRA.
- f. Accommodation will be made for traditional or ceremonial practices in association with discoveries. Consulting Tribes will be afforded opportunities to employ proper traditional cultural practices and treatments during periods of non-Tribal holding of discoveries.
- g. Photographs shall not be taken, except when necessary for identification and documentation. Tribes may request that any photographs of Native American Ancestors or other materials subject to NAGPRA be destroyed or repatriated at the end of the project.
- h. Pending consultations, documentation of the discovery will include a written description, mapping and sketching, and precise GPS coordinates. This documentation will be curated with other project records and not be published or made publicly available in any way.
- i. To ensure the protection, preservation, and proper respectful treatment of any discovered materials, pursuant to applicable law, the nature and location of any discovery shall remain confidential as best as reasonably possible given the circumstances and location.
- j. The permanent care of Native American Ancestors and materials subject to NAGPRA will be determined by the appropriate Tribe(s) in consultation with the MI DNR and the USFWS.
- k. Draft and final archaeological reports, with related physical anthropological reports and law enforcement case documentation appended, will be submitted to consulting parties.

### Unanticipated Archaeological Discoveries

Archaeological discoveries include both precontact period and historic period artifacts (portable objects) and features (nonportable materials such as foundation walls, hearths, middens, or other remnants of cultural activity) that are part of an archaeological site.

**1. Stop Work**

In the event of an unanticipated archaeological discovery (i.e., discoveries of a kind that are unexpected and potentially significant), pause project work at the location so consultation can occur.

Note that wooden pilings currently buried within the dam structure and downstream of the dam within the stream are not to be considered unanticipated discoveries, as it is known that the wooden pilings extend into the bank and streambed.

**2. Notify**

The project archaeologist will notify MI DNR Archaeology and the MI SHPO within 48 hours of unanticipated archaeological discoveries. MI DNR Archaeology will notify consulting Tribes if discoveries represent Tribal heritage.

**3. Next Steps**

Consulting parties will discuss and concur with an appropriate treatment plan. Impacts to significant resources must be avoided, minimized or mitigated as appropriate.

-  Remove dam material, create channel
-  Staging area
-  Access two track from Granger Rd
-  Tree vane (DBH 8-20'')
-  Rock vane (12-24'' rock)
-  Rip rap (8-24'' rock)
-  Proposed apx stream channel
-  Current apx stream channel
-  Longitudinal profile

Culvert elevation relative to dam  
-1271', 95.98'

Red Oak Rd.  
111.84'

Rock vane at  
-1230', 94.5'  
Existing bed elevation 94.3'

Rock vane at  
-1170', 94.2'  
Existing bed elevation 94'

Tag Alder riparian; high beaver activity

Flow

Beaver Dam at -152', 94.4'  
(will not be removed with passive approach)

Beaver Dam at -63.7', 95.4'  
(will not be removed with passive approach)

Rip rap at current dam location 0', 93.2'  
to stabilize banks; reduce  
impact on historical features

Average stream width 41 ft  
Trees extend from bank 10 ft  
on either side

BF 12'

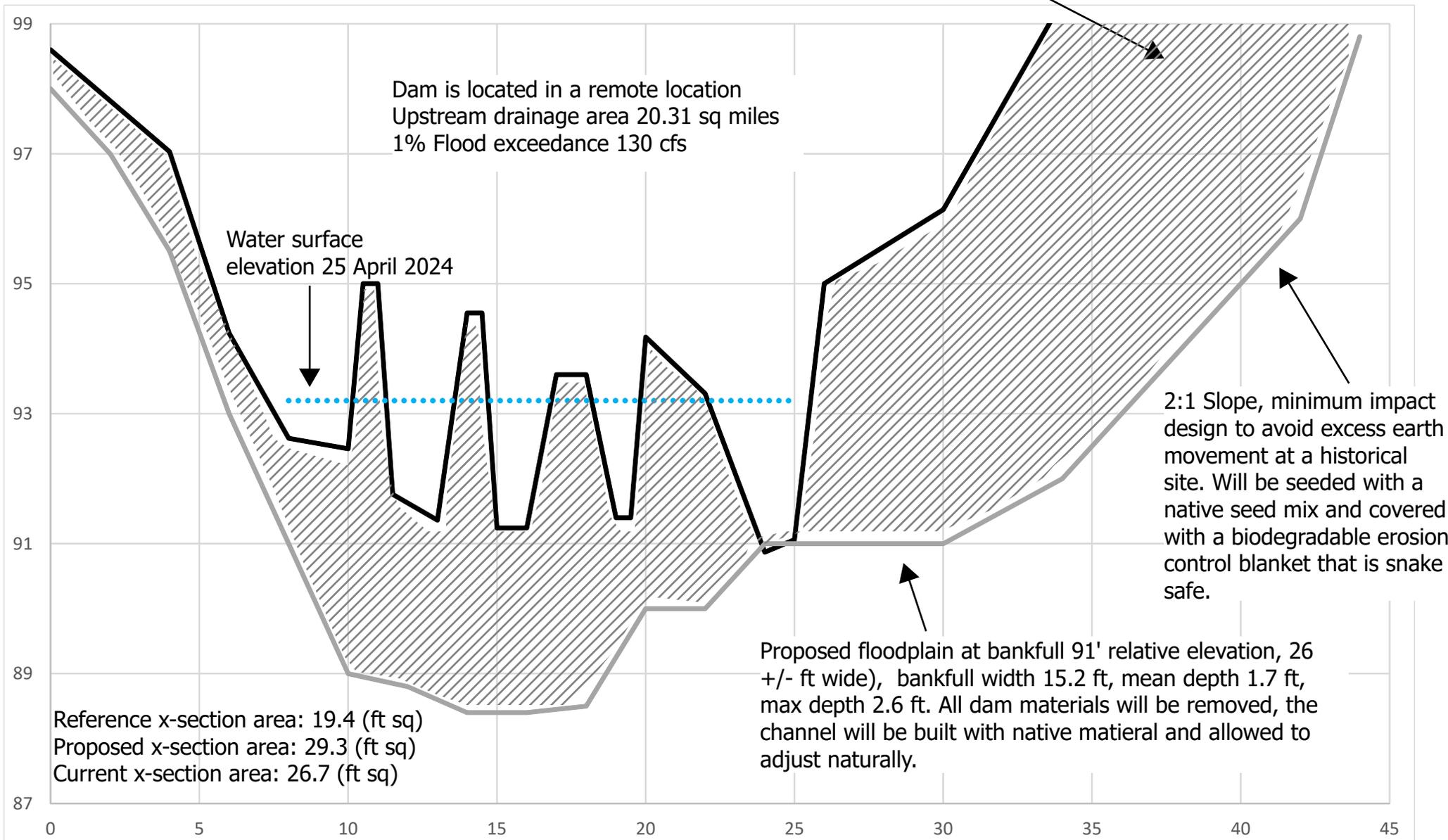
295, 87.37'

Tree vanes 0 - 150'  
Spread 20-40 ft apart

Staging area

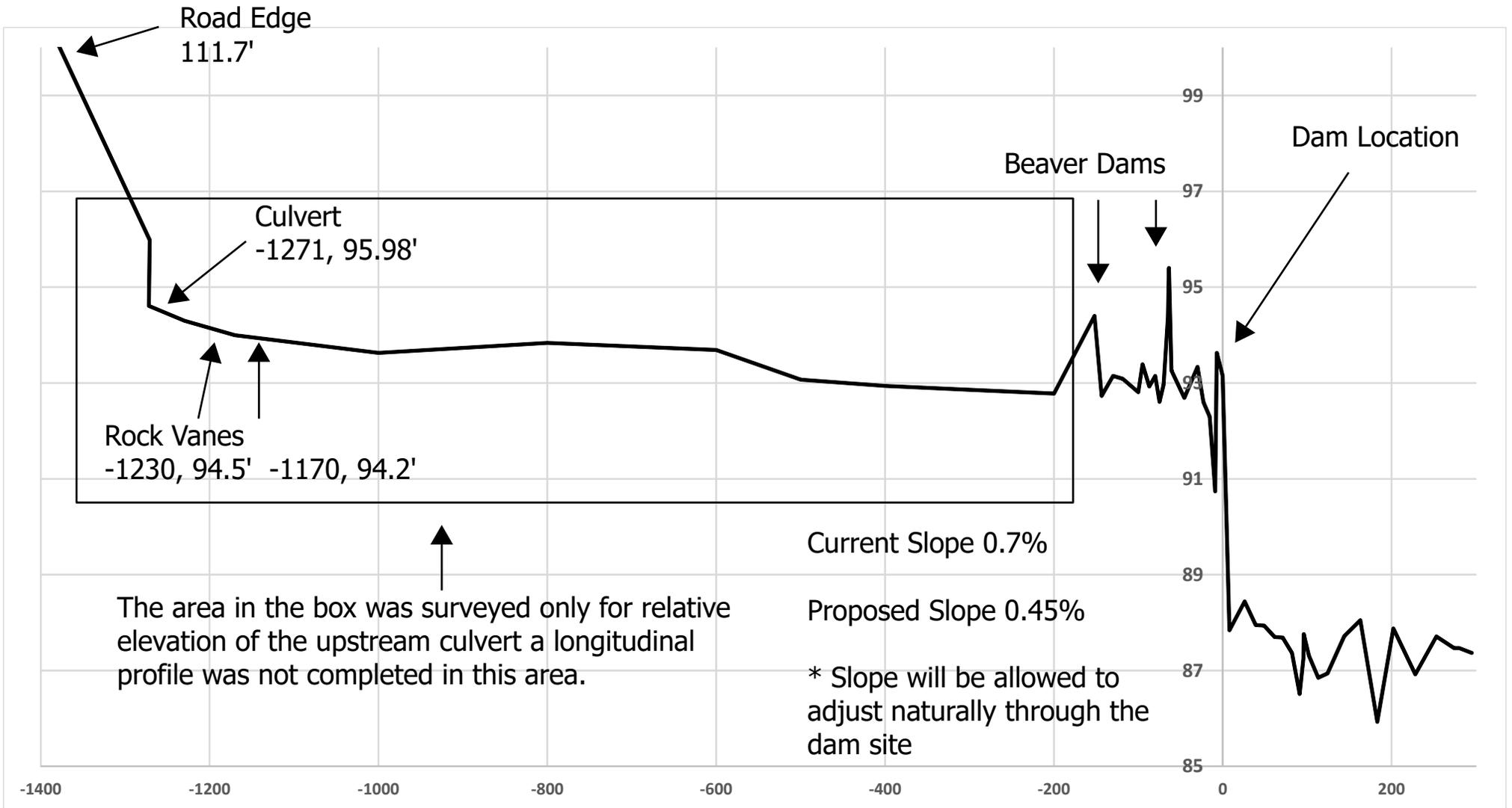


Michigan Trout Unlimited P.O. Box 442 DeWitt, MI 48820	Site Plan	JTS	FIGURE NO.
	East Branch Dam Removal	MITU 24-03	1
		1/16/2025	

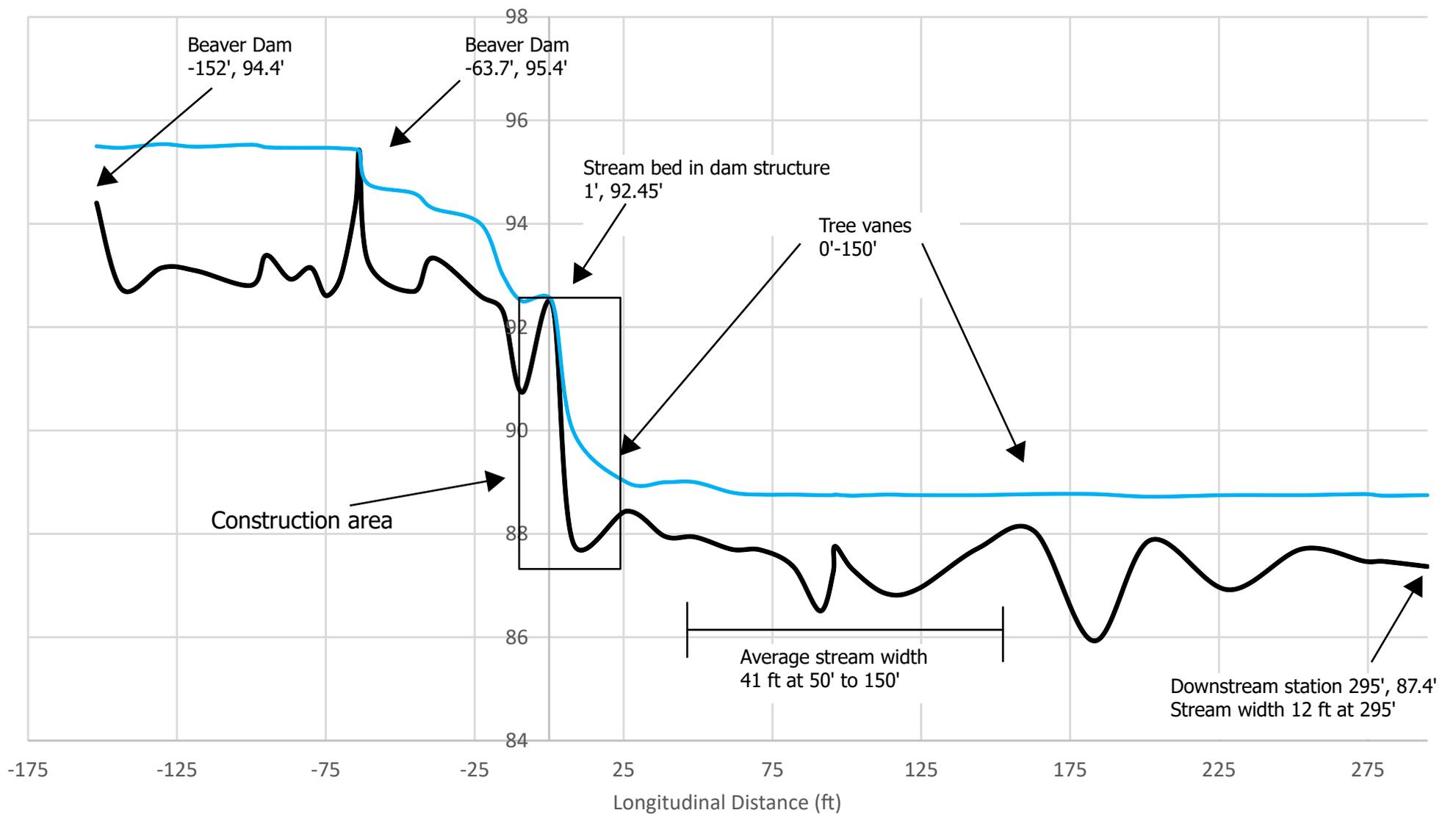


Michigan Trout Unlimited P.O. Box 442 DeWitt, MI 48820	DAM CROSS SECTION	JTS	FIGURE NO.
	East Branch Dam Removal	MITU-24-03	2
		1/16/2025	

# Stream Profile



Michigan Trout Unlimited P.O. Box 442 DeWitt, MI 48820	FULL LONGITUDINAL PROFILE	JTS	FIGURE NO.
	EAST BRANCH DAM REMOVAL	MITU-24-03	<b>3</b>
		01/16/25	



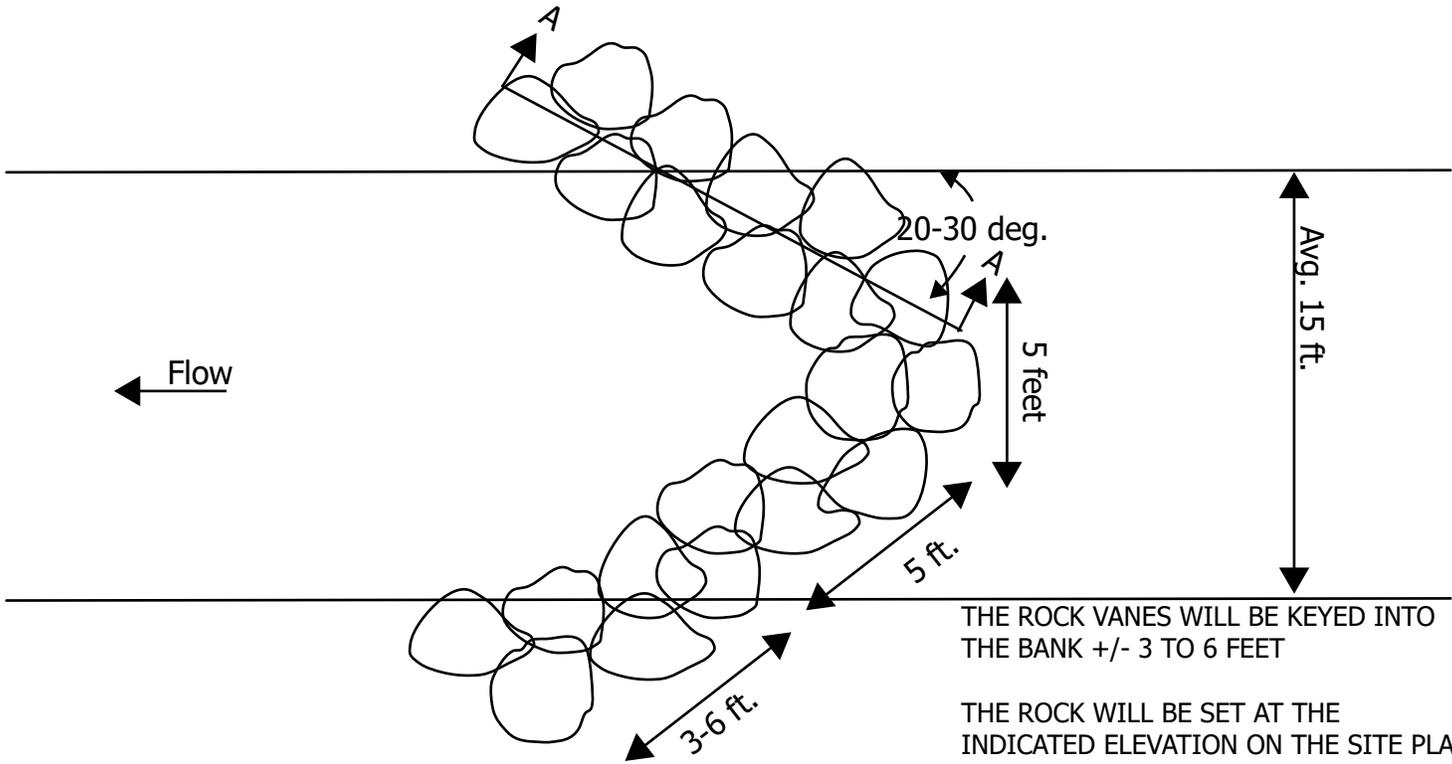
### Legend

- Bed 08/23/23
- Water Surface 08/23/23

Michigan Trout Unlimited P.O. Box 442 DeWitt, MI 48820	Longitudinal Profile	JTS	FIGURE NO.
	East Branch Dam Removal	MITU-24-03	<b>4</b>
		1/16/2025	

# Rock Vane Detail

Not to scale at dam site



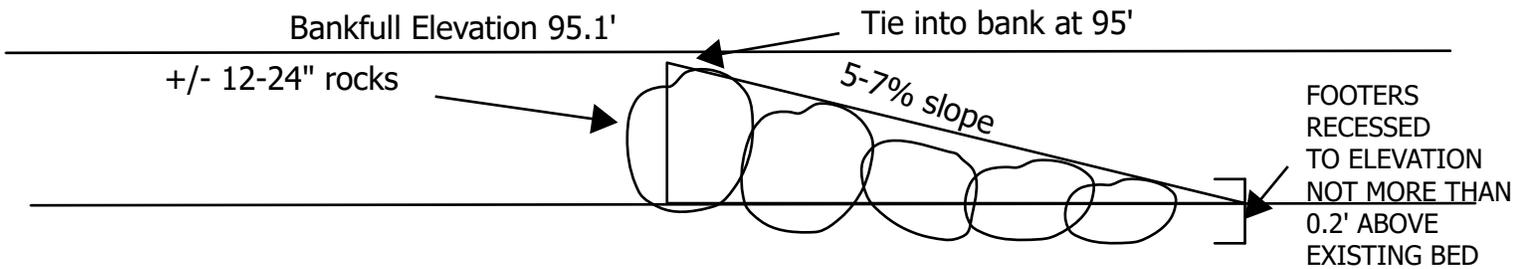
THE ROCK VANES WILL BE KEYED INTO THE BANK +/- 3 TO 6 FEET

THE ROCK WILL BE SET AT THE INDICATED ELEVATION ON THE SITE PLAN (94.2' AND 94.5'). ROCK WILL BE PLACED BY HAND TO INTERLOCKING ROWS WILL BE USED TO HOLD ELEVATION THROUGH TIME AS ROCK CANNOT BE RECESSED INTO BED BY HAND. BED ELEVATION IS 94' AND 94.3'.

## Cross-section AA

CROSS VANE CENTER +/- 5 FEET OF STREAM CENTER

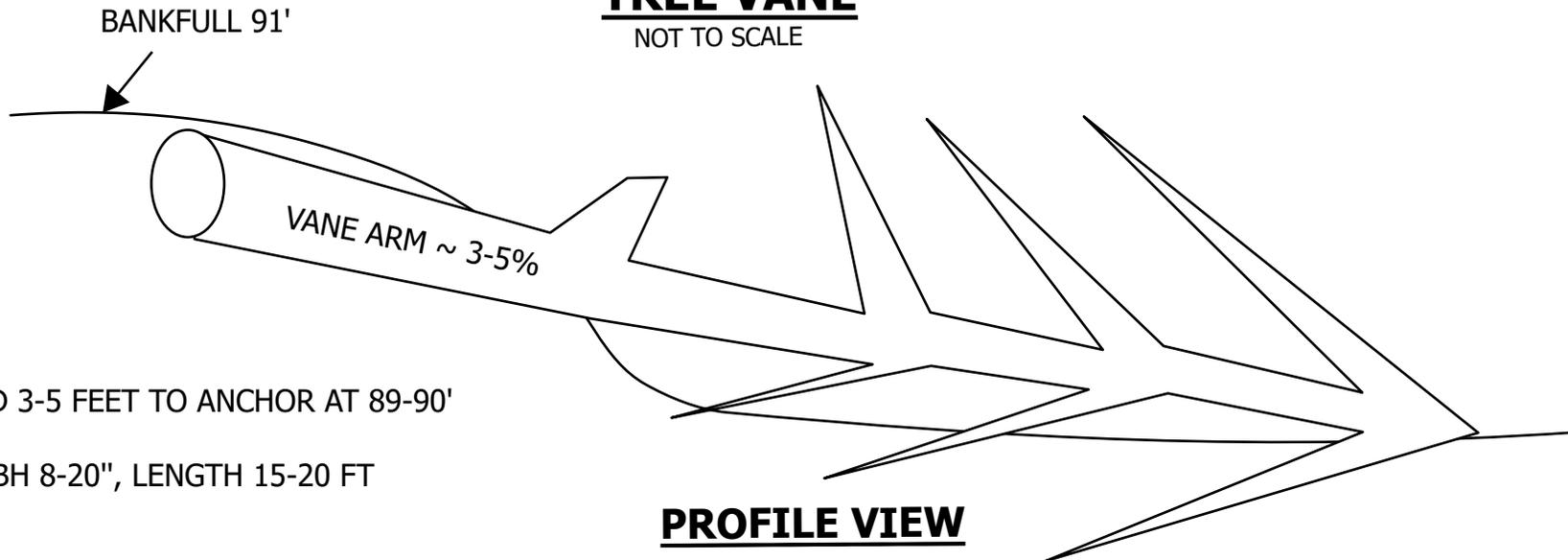
NATIVE MATERIAL WILL BE USED TO FILL ANY GAPS IN THE CROSS VANE



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# TREE VANE

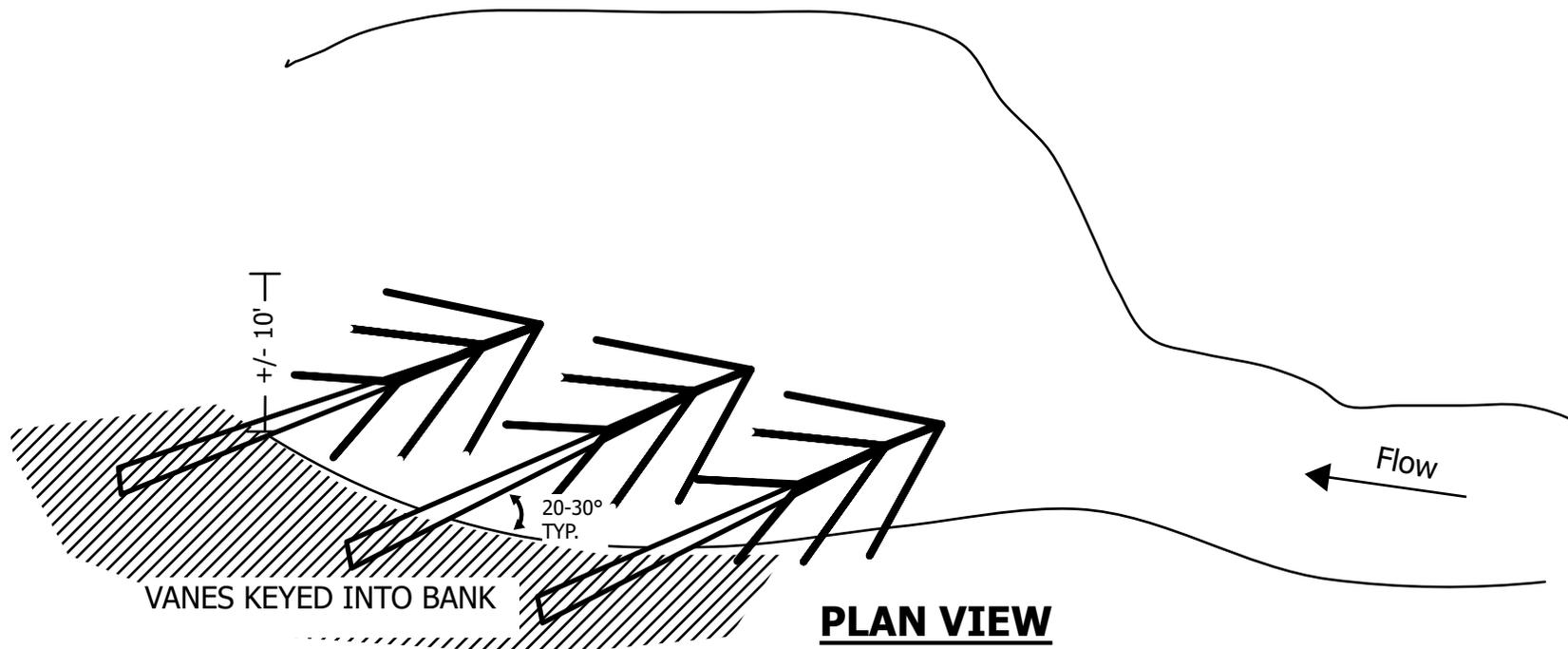
NOT TO SCALE



VAN ARM BURIED 3-5 FEET TO ANCHOR AT 89-90'

TYPICAL TREE DBH 8-20", LENGTH 15-20 FT

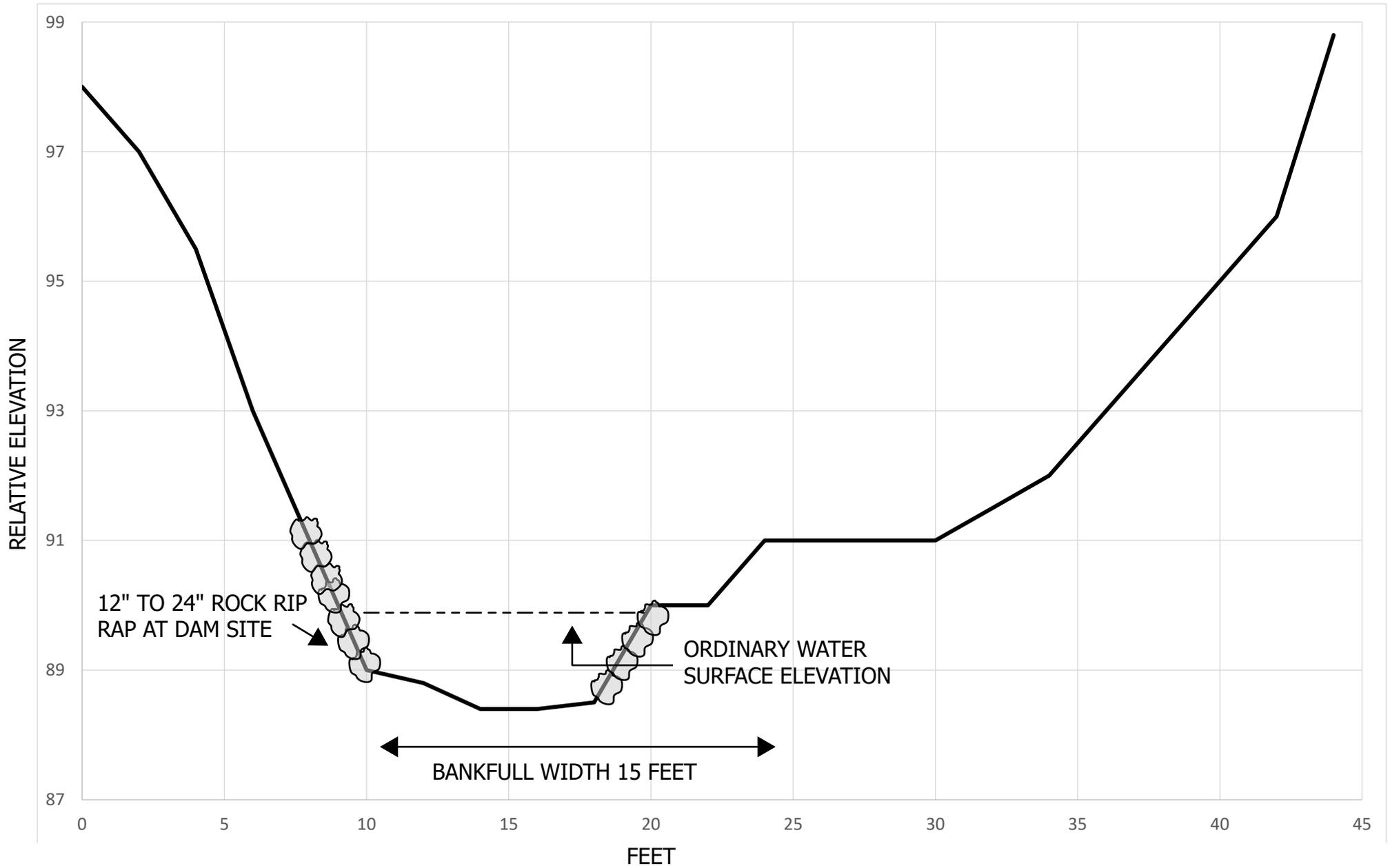
## PROFILE VIEW



VANES KEYED INTO BANK

## PLAN VIEW

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\* NOT TO SCALE

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