

INTERIM RESPONSE CONSTRUCTION SUMMARY REPORT FOR ASBESTOS CONTAINING BUILDING MATERIALS ABATEMENT

COAL DOCK BURN AREA
ABANDONED MINING WASTES – TORCH LAKE NON-SUPERFUND SITE
HOUGHTON COUNTY, MICHIGAN
SITE ID# 31000098



JULY 2021

PREPARED FOR:
MICHIGAN DEPARTMENT OF ENVIRONMENT,
GREAT LAKES, AND ENERGY
REMEDIATION & REDEVELOPMENT DIVISION
CALUMET FIELD OFFICE
CALUMET, MICHIGAN



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Site ID: 31000098
Houghton County, Michigan

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1.0 INTRODUCTION

The Mannik & Smith Group, Inc. (MSG) has prepared this *Interim Response Construction Summary Report for Asbestos Containing Building Materials Abatement* (CSR) at the Calumet and Hecla Lake Linden (CHLL) Hubbell Processing Area - Coal Dock Burn Area (Site) along Torch Lake, Houghton County, Michigan. The CHLL Hubbell Processing Area is depicted on *Figure 1, Project Location Map*. This CSR summarizes the asbestos containing building materials (ACBM) abatement interim response (IR) that entailed the removal and disposal of visible ACBM and other suspect asbestos containing material (SACM) present at the Site.

This CSR was prepared in accordance with the *Indefinite Scope Indefinite Delivery (ISID) Discretionary Proposal for FS and Remedial Action Activities* (24 February 2016) and *Work Plan Augmentation No. 2* (25 September 2019) prepared by MSG in response to requests from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Remediation and Redevelopment Division (RRD), Calumet Field Office under MSG's 2015 Environmental Services ISID Contract Number 00538** with the State of Michigan.

1.1 Project Location

The Site is located between Lake Linden and Hubbell along the southeast side of Highway M-26 and is one of three mining era industrial properties located within the Hubbell Processing Area, which includes the Hubbell Coal Dock and Mineral Building that are vacant, and the Hubbell Smelter which is the location of an operating industrial facility. The Hubbell Processing Area is bordered by residential (single-family residences and an apartment complex), commercial (restaurant and retail business), and industrial (sand and gravel pit, construction company, and manufacturing) land uses, and Torch Lake.

1.2 Project Background

Copper mining was extensive in the Keweenaw and formed the backbone of the regional economy and society. Copper ore milling and smelting operations conducted from the mid-1860s to the 1960s, included the importation, reprocessing, and smelting of various scrap metals in the later years of operation. Consistent with past industrial practices, Torch Lake served as dumping grounds for virtually all mining industry related waste products produced, including tailings, slag, and various chemicals.

Site investigation activities conducted by EGLE in 2016 identified risks from asbestos and polychlorinated (PCB) residuals at the Coal Dock property which posed potential threats to human and ecological receptors, including but not limited to human health risks in the event of direct contact with affected media and inhalation of asbestos and particulates; physical hazards; and erosion and deposition of PCB-contaminated wastes into Torch Lake. Based on these conditions the Upper Peninsula RRD staff completed a series of interim responses (IRs) at the Coal Dock and Mineral Building properties.

Following completion of the series of IR activities, an annual operation and maintenance (O&M) plan was prepared and is implemented annually. Additional non-friable ACBM roofing was observed within the Coal Dock Burn Area during O&M monitoring, depicted as **"Scattered SACM Area"** in *Figure 2 Drainage Improvements and Capped Area*. In addition, chips of flaking SACM tar with fibers located along the concrete bulkhead area were observed. The non-friable ACBM roofing and flaking SACM tar with fibers were damaged giving potential to become friable, posing a potential risk to human health as it related to the inhalation pathway. The risk to human health posed by the ACM was considered a particularly high priority given its proximity to the Michigan Department of Transportation (MDOT) Highway M-26 right of way, and nearby residential and commercial properties.

Based on these conditions **EGLE requested MSG's assistance with** abating the observed ACBM and SACM.

2.0 OBJECTIVE AND SCOPE OF WORK

The objective of the IR was to reduce potential exposure to the public through abatement of visible ACBM and SACM from the ground surface and readily accessible in a debris pile and from along the bulkhead area. To meet this objective MSG developed a Trade Contractor (TC) scope of work and solicited bids. Refer to the *Coal Dock Burn Area Response Action ACBM Removal Scope of Work* in *Appendix A*.

3.0 INTERIM RESPONSE ACTIVITIES

MSG conducted the procurement and oversight of a TC during implementation of the IR to assist EGLE in meeting their project objectives. The TC selected and retained by MSG was Upper Peninsula Abatement Company Inc. (UP Abatement) of Negaunee, Michigan. UP Abatement completed the work in accordance with the TC procurement package. Documentation of ACM disposal is included in *Appendix B, Waste Management Records*. Photographs of the IR operations are included in *Appendix C, Photographic Log*.

4.0 SUMMARY AND CONCLUSIONS

The following ACBM Abatement IR operations were completed at the Coal Dock Burn Area:

- Picked-up, contained, and transported for disposal five bags totaling 0.07 tons of visible non-friable ACBM and SACM from the ground surface and readily accessible within a debris pile and from along the bulkhead area.

The completed IR operations met the objective to mitigate potential risks to human health through ACBM abatement of visible and accessible ACBM and SACM from the ground surface.

5.0 RECOMMENDATIONS

MSG has the following recommendation:

- Notify project stakeholders of the completed IR.

FIGURES





FILE: C:\temp\Projects\MDE\0070\GIS\mxd\Planning\20180405-HPA_O&M_Plan\Fig1_HPA_O&M_Plan_Location_v20180425.mxd 5:23:12 PM 4/25/2018 KBrown



APPENDIX A

Coal Dock Burn Area Response Action ACBM Removal Scope of Work



Coal Dock Burn Area Response Action

Asbestos Containing Building Materials Removal Scope of Work

The Mannik & Smith Group, Inc. (MSG) is conducting non-friable asbestos containing building materials (ACBM) and suspect asbestos containing material (SACM) abatement for the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at the Hubbell Processing Area – Coal Dock Burn Area (Site) in Houghton County, Michigan. **Figure 1** depicts the location of the Site. Your firm has been selected to provide a bid for the scope of work (SOW) presented below. If you are interested in bidding for this work, please complete the attached bid form and return it to MSG by the date and time provided below.

EGLE identified the presence of non-friable ACBM and SACM during annual inspections of the Site. The attached **Figure 2** depicts the project area and approximate limits of the work subject to this scope of work. A photographic log depicting examples of ACBM/SACM items located in the project area are included in **Attachment A**.

Abatement work to be completed at the Site includes:

- Walk entire area depicted in **Figure 2** as “Scattered SACM Area”, removing any visible ACBM/SACM.
 - Remove pieces of non-friable ACBM roofing materials from the ground surface. Example materials are shown in Photograph 1 and Photograph 2 of **Attachment A**.
- Walk entire length of the concrete bulkhead depicted in **Figure 2**, removing any visible ACBM/SACM.
 - Remove chips of flaking SACM tar with fibers from ground surface along the concrete bulkhead area. Example material is shown in Photo 3 and Photo 4 of **Attachment A**, and depicted as HPA-SACM-006 in **Figure 2**.

To reduce potential exposure to the public, the Contractor will remove and properly dispose of visible pieces of ACBM roofing material and other SACM present at the Site. Removal will consist of picking up pieces of ACBM/SACM, either by-hand and/or through use of an appropriate vacuum with high-efficiency particulate air (HEPA) filter as may be appropriate to the material size.

The Contractor is responsible for compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) for asbestos. This includes providing notice to EGLE and the Michigan Department of Licensing and Regulatory Affairs (LARA). It also includes work practices and engineering controls to prevent asbestos release and visible emissions such as using a water spray as needed. Refer to <http://www.michigan.gov/deq/0,4561,7-135-3310-11856--,00.html>. All visible pieces of ACBM shall be removed from the ground surface within the areas depicted on **Figure 2**. Suspect and actual ACBM encountered during clean-up activities shall be picked up for disposal such that the clean-up activities do not crush or pulverize the observed material. It is

understood that some large material pieces may be broken during pick-up but actions shall be taken to minimize potential asbestos release.

The Contractor shall provide all required waste characterization and profiling, including all sampling and analysis that may be required by the disposal facility for waste acceptance.

EGLE shall be provided all waste characterization and disposal documents for review and approval at least two business days in advance of when they are needed. EGLE will sign all disposal documents as the waste generator.

A competitive bid should be submitted on **the following table** to MSG in accordance with the SOW presented herein. **Attachment B** contains sample contract terms and conditions. **The Contractor must be able to mobilize to the Site and begin the abatement activities within one week of receiving MSG notification. It is anticipated that the work will be completed during October 2020.**

Please return the completed bid form to:

Mr. Jeffrey S. Binkley
The Mannik and Smith Group, Inc.
200 Michigan Street, Suite 705,
Hancock, Michigan 49930
Phone: 906-281-3404
Jbinkley@manniksmithgroup.com

Bids are due no later than 5:00 p.m. local time on October 9th, 2020.

The following tasks will be required of the Contractor to complete the work.

<u>Work Item</u>	<u>Contractor Quote</u>
1. Pick-up, contain, and transport for disposal all visible pieces of ACBM at the <u>Hubbell Processing Area – Coal Dock Burn Area</u> property. This includes all required notifications, PPE, materials, tools, supplies, equipment, power, water, personnel, mobilization/demobilization, transport, waste characterization, profiles, and manifesting required to complete the material pick-up and transportation. Include cost in dollars per hour per crew member, estimated hours, and total cost.	\$/Hour/Crew Member _____ Hours_____ \$ _____
2. Unit rate for <u>Hubbell Processing Area – Coal Dock Burn Area</u> disposal.	\$/Ton _____ \$/Minimum Per Load _____

FIGURES



ATTACHMENT A



Photo 1: View of ACBM roofing material pieces (red arrows), located on the uncapped area of the Coal Dock Burn Area.



Photo 2: View of ACBM roofing material pieces (red arrows), located on the uncapped area of the Coal Dock Burn Area.



Photo 3: View of suspect ACBM tar with fibers (red arrows), which is flaking off the concrete bulkhead onto the capped area of the Coal Dock Burn Area.



Photo 4: View of a flake of suspect ACBM tar with fibers (red arrow), resting on the cap surface of the Coal Dock Burn Area.

ATTACHMENT B

**AGREEMENT BETWEEN THE MANNIK & SMITH GROUP, INC.
AND CONSULTANT**

THIS AGREEMENT is entered into between The Mannik & Smith Group, Inc. (MSG) and _____ (Consultant), to establish basis for the following:

1. MSG has entered into an agreement dated_____, 20 _____ (Prime Agreement), with _____ (Owner), to perform or provide services for the _____ Project, identified as MSG's Project Number _____ (the Project); and
2. MSG requires certain services in connection with the Project (the Service); and
3. Consultant is prepared to provide the Services.

In Consideration of the promises contained in this Agreement, MSG and Consultant agree as follows:

Effective Date The effective date of this Agreement shall be _____.

Scope of Services Consultant shall provide the Services described in Attachment A, Scope of Services. MSG shall be the general administrator and coordinator of Consultant's services and shall facilitate the exchange of information among the other independent consultants (if any) engaged by MSG as necessary for the coordination of their services. All Project communications shall be made through or with the prior written approval of MSG. Owner and MSG shall have the right to observe performance of the Services and to review Consultant's files and records relating to the Project.

Schedule Consultant shall provide the Services pursuant to the Schedule set forth in Attachment B, Schedule. Consultant recognizes that the services of MSG and others involved in the Project are dependent upon the complete, accurate and timely performance of Consultant's Services.

Compensation MSG shall pay Consultant in accordance with Attachment C, Compensation.

Consultant shall submit periodic statements for Services rendered. If MSG objects to any statement submitted by Consultant, MSG shall so advise Consultant in writing giving reasons therefore within fourteen days of receipt of such statement. If no such objection is made, the statement will be considered acceptable to MSG.

MSG shall invoice Owner on account of Consultant's Services and shall pay Consultant within ten (10) days of the time MSG receives payment from Owner on account thereof. It is a condition precedent to MSG's payment to Consultant that MSG has received corresponding payment from Owner and proof of all insurance coverages required. Payments to Consultant will be reduced by any amounts withheld by Owner that

are directly related to Consultant's invoice. Upon the release to MSG of any amount which includes payments due Consultant, MSG will forward to Consultant its portion of such payment.

MSG's Responsibilities MSG shall perform the following in a timely manner so as not to delay the Services of Consultant:

- (a) Provide criteria and information pertinent to Consultant's Services as to Owner's and MSG's requirements for the Project.
- (b) Make available to Consultant drawings, specifications, schedules, and other information, interpretations, and data which are prepared by MSG, or by others, which MSG knows are reasonably available to MSG, and which MSG and Consultant consider pertinent to Consultant's responsibilities hereunder.
- (c) Request Owner to arrange for access to and to make provisions for Consultant to enter upon public and private property as required for Consultant to perform the Services.
- (d) Give prompt notice to Consultant whenever MSG observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services.

Unless otherwise provided in the Agreement, the information and services to be provided by MSG under this Article will be without cost to Consultant.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Compliance with Laws In performance of the Services, Consultants shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. Consultant shall procure

the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

Confidential Information Consultant shall treat as confidential all information provided by MSG and Owner and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the Consultant's performance of the Services. Consultant shall not publish or disclose confidential information for any purpose other than the performance of the Services without the prior written authorization of MSG.

The preceding restriction shall not apply to information which is in the public domain, was previously known to Consultant, was acquired by Consultant from others who have no confidential relationship to MSG with respect to same, or which, through no fault of Consultant, comes into the public domain. Consultant shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. Consultant shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify MSG in writing of the demand for information before Consultant responds to such demand.

Disputes In the event of a dispute between MSG and Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Equal Employment Opportunity The Consultant hereby affirms its support of affirmative action.

Consultant affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Consultant's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Indemnification Consultant shall indemnify and hold harmless MSG and Owner from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Consultant in the performance of services under the Project.

Without limiting the generality of the foregoing, this indemnification obligation shall extend to and include any actions brought by, or in the name of, any employee of Consultant in the performance of services under the Project.

Independent Contractor Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. Consultant has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that Consultant hires to perform or assist in performing the Services hereunder. Consultant is solely responsible for (a) payment of wages, benefits, and other compensation to or for its employees, (b) payment of applicable payroll, unemployment, and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees, (c) compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation and employer's liability insurance coverages, and (d) safety precautions or programs of its employees.

Insurance During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:

- | | |
|-------------------------|---|
| - Worker's Compensation | As required by applicable state statute |
|-------------------------|---|

- Commercial General Liability \$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability \$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability \$2,000,000 each claim and in the aggregate

Consultant shall furnish MSG certificates of insurance which evidence the requirements of this Article prior to performing any Services under this Agreement. MSG shall be named as additional insured on said policies, except Worker's Compensation and Professional Liability. Consultant further agrees to file new certificates showing renewal of coverage and limits at least thirty (30) days prior to the expiration of the current policies. Certificates shall include reference to MSG's Project Number as stated above.

If Consultant's operations hereunder will involve subsurface investigation (such as soil samples, core drilling, test wells, etc.), Consultant shall maintain Contractor's Pollution Liability Insurance, including bodily injury, property damage and cleanup costs, with limits of not less than \$2,000,000 per occurrence and annual aggregate. Such policies shall provide that the Consultant's insurance shall be primary and any insurance maintained by MSG shall be excess and not contribute with it. Consultant and its insurer(s) waive their rights of subrogation on all coverages listed above, except Workers Compensation.

Integration This Agreement, including Attachments incorporated by reference, represents the entire and integrated agreement between MSG and Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both MSG and Consultant.

Ownership of Documents All documents, including, but not limited to, drawings, reports, specifications, computer software and other such instruments of service prepared by Consultant pursuant to this Agreement, whether completed or in progress, are the property of MSG. Ownership shall transfer to Owner if or as required by the Prime Agreement. If specified in Attachment A, Scope of Services, Consultant shall furnish its documents electronically. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal

exposure to Consultant, including any defense of such actions.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care Services provided by Consultant will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards.

Subcontracting Consultant shall not engage independent consultants, associates, or subcontractors to assist in the performance of Consultant's Services without the prior written consent of MSG.

Survival All provisions of these terms that allocate responsibility or liability between the Consultant and MSG shall survive the completion or termination of services for the Project.

Termination and Suspension MSG may terminate or suspend performance of all or any part of this Agreement for MSG's convenience upon written notice to Consultant. Upon receipt of notice, Consultant shall terminate or suspend performance of the Services on a schedule acceptable to MSG. Consultant's sole remedy shall be payment for services performed in accordance with this Agreement up to the effective date of termination or suspension.

MSG may terminate this Agreement upon written notice in the event of substantial failure by consultant to perform in accordance with this Agreement; provided, however, Consultant shall have 14 calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to MSG. In the event of such termination, MSG may complete the Services as MSG deems appropriate, withholding any further payment to Consultant until the Services have been completed. If the unpaid balance of Consultant's compensation earned to the date of termination exceeds all costs, losses, and damages (direct, indirect, and consequential) sustained by MSG arising out of or resulting from Consultant's termination and MSG's completion of the Services, such excess will be paid to Consultant. If such costs, losses, and damages exceed such unpaid

balance, Consultant shall pay the difference to MSG.

Consultant may terminate this Agreement upon written notice in the event of substantial failure by MSG to perform in accordance with this Agreement; provided, however, MSG shall have 14 calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to Consultant. In the event of termination, MSG will pay Consultant for Services performed in accordance with this Agreement to the date of termination.

Throughout the term of this Agreement, Consultant shall maintain, in legible and organized form, all

information, work papers, and design calculations relating to the Services. Upon termination of this Agreement for any reason, Consultant will promptly provide same to MSG, along with all documents or other instruments of service, whether completed or in progress, that have been prepared or furnished by Consultant in the performance of the Services hereunder, and will reasonably cooperate with MSG and/or any replacement consultant to facilitate transfer of Consultant's responsibilities hereunder.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

IN WITNESS WHEREOF, MSG and Consultant have executed this Agreement. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

The Mannik & Smith Group, Inc.
(MSG)

(Consultant)

Signature

Signature

Name (printed)

Name (printed)

Title

Title

Date

Date

Fed. Tax I.D. No.

ATTACHMENT A

Scope of Services

ATTACHMENT B

Schedule

ATTACHMENT C

Compensation

APPENDIX B

WASTE MANAGEMENT RECORDS



WASTE SHIPMENT RECORD / ASBESTOS MANIFEST

(See Reverse for Instructions)

For Disposal Site Use Only

Generator	1-A. Special Waste Profile Number 25B 127343MI		NESHAP Notified YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		WSR Number 80415		Elevation _____ North _____ East _____	
	1-B. Generator Name, Contact Name, and Complete Mailing Address (including Zip Code) EGLE 55195 US 41 Calumet, MI 49913						1-C. Generator's Phone Number Amy Keranen 906.337.0398	
	1-D. Work Site Address Hubbell Processing Area Coal Dock Burn area male Hubbell, MI 49934						1-E. 24 Hour Emergency Response Telephone Number 906-250-6710	
	2. Operator's Name and Complete Mailing Address Upper Peninsula Abatement Company, Inc. 349 U.S. Highway 41 E. Negaunee, MI 49866						Operator's Phone Number 906.250.6710	
	3. Waste Disposal Site (WDS) Name and Complete Mailing Address K & W Landfill 11877 State Hwy. M38; Ontonagon MI 49853						WDS Phone Number 906-883-3504	
	4. Name and Address of Responsible Agency State of Michigan, Region 1 Headquarters 1990 US Highway 41 South; South Marquette, MI 49855							
	5. Description of Materials Roofing material						6. Containers No. Type 5 Bags	
	7. Total Quantity yd3 1.07 tons							
	friable asbestos RQ, NA2212, Asbestos, 9, PGIII							
	non-friable asbestos Cat I <input checked="" type="checkbox"/> Cat II <input type="checkbox"/>							
8. Special Handling Instructions and Additional Information 24 HOUR NOTICE GIVEN PRIOR TO DISPOSAL, MUST BE BURIED								
9. GENERATOR/OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations. I hereby certify that the asbestos is not contaminated with hazardous, PCB, and/or any special waste.								
Printed/Typed Name and Title Amy Keranen, EGLE mgr.				Signature <i>Amy Keranen, EGLE</i>		Date 10/20/2020		
Transporter	10. Transporter 1 Company Name UPPER PENINSULA ABATEMENT CO.				Driver Signature <i>Dale Carrier</i>			
	Complete Mailing Address 349 US 41 EAST NEGAUNEE MI 49866				Printed Name and Title Dale Carrier/owner			
	Telephone Number (including area code) 906-250-6710				Date 10/21/2020			
	11. Transporter 2 Company Name				Driver Signature			
	Complete Mailing Address				Printed Name and Title			
Telephone Number (including area code)				Date				
Disposal Site	12. Discrepancy Indication Space							
	13. Waste Disposal Site Owner or Operator Special Waste Approval is issued by signature in the case of a Generic Asbestos Approval. Certification of receipt of asbestos materials covered by this manifest except as noted in Item 12.							
	Printed/Typed Name and Title Linda Thoreson Operations Specialist				Signature <i>Linda Thoreson</i>		Date 10-21-20	



Requested Facility: K&W Landfill ☐ Unsure Profile Number: ASB127343MI
☐ Multiple Generator Locations (Attach Locations) ☐ Request Certificate of Disposal ☐ Renewal? Original Profile Number: _____

A. GENERATOR INFORMATION (MATERIAL ORIGIN)

- Generator Name: EGLE
- Site Address: 55195 US 41
(City, State, ZIP) Calumet MI 49913
- County: Houghton
- Contact Name: Amy Keranen
- Email: keranena@michigan.gov
- Phone: (906) 337-0389 7. Fax: _____
- Generator EPA ID: _____ ☒ N/A
- State ID: _____ ☒ N/A

C. MATERIAL INFORMATION

- Common Name: Asbestos-Non-Friable
Describe Process Generating Material: ☐ See Attached

Removal of uncontaminated, non-regulated, non-friable asbestos from Demolition/ renovation - when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure. Specific to gaskets, resilient floor coverings and asphalt roofing
- Material Composition and Contaminants: ☐ See Attached

1. Non-Friable Asbestos (Uncontaminated)	0-100 %
2.	
3.	
4.	

Total comp. must be equal to or greater than 100% ☒ $\geq 100\%$
- State Waste Codes: _____ ☒ N/A
- Color: Various
- Physical State at 70°F: ☒ Solid ☐ Liquid ☐ Other: _____
- Free Liquid Range Percentage: _____ to _____ ☒ N/A
- pH: _____ to _____ ☒ N/A
- Strong Odor: ☐ Yes ☒ No Describe: _____
- Flash Point: ☐ $< 140^{\circ}\text{F}$ ☐ $140^{\circ}-199^{\circ}\text{F}$ ☒ $\geq 200^{\circ}$ ☒ N/A

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION

- Analytical attached ☐ Yes
Please identify applicable samples and/or lab reports:
- Other information attached (such as MSDS)? ☐ Yes

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)

By signing this EZ Profile™ form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of this material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 - Appendix 1 or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management.

- ☒ I am an Authorized Agent signing on behalf of the Generator, and I have confirmed with the Generator that information contained in this profile, as well as supporting documents provided, are accurate and complete.

Name (Print): Dale Carrier Date: 10/16/2020
Title: Owner
Company: Upper Peninsula Abatement Company Inc

THINK GREEN.®**B. BILLING INFORMATION**☐ SAME AS GENERATOR

- Billing Name: Upper Peninsula Abatement Company Inc.
- Billing Address: 349 U. S. Highway 41 E.
(City, State, ZIP) Negaunee MI 49866
- Contact Name: Dale Carrier
- Email: dale@upabatementco.com
- Phone: (906) 250-6710 6. Fax: (906) 475-4902
- WM Hauled? ☐ Yes ☒ No
- P.O. Number: _____
- Payment Method: ☒ Credit Account ☐ Cash ☐ Credit Card

D. REGULATORY INFORMATION

- EPA Hazardous Waste? ☐ Yes* ☒ No
Code: _____
 - State Hazardous Waste? ☐ Yes ☒ No
Code: _____
 - Is this material non-hazardous due to Treatment, Delisting, or an Exclusion? ☐ Yes* ☒ No
 - Contains Underlying Hazardous Constituents? ☐ Yes* ☒ No
 - From an industry regulated under Benzene NESHAP? ☐ Yes* ☒ No
 - Facility remediation subject to 40 CFR 63 GGGGG? ☐ Yes* ☒ No
 - CERCLA or State-mandated clean-up? ☐ Yes* ☒ No
 - NRC or State-regulated radioactive or NORM waste? ☐ Yes* ☒ No
- *If Yes, see Addendum (page 2) for additional questions and space.**
- Contains PCBs? → If Yes, answer a, b and c. ☐ Yes ☒ No
a. Regulated by 40 CFR 761? ☐ Yes ☐ No
b. Remediation under 40 CFR 761.61 (a)? ☐ Yes ☐ No
c. Were PCB imported into the US? ☐ Yes ☐ No
 - Regulated and/or Untreated Medical/Infectious Waste? ☐ Yes ☒ No
 - Contains Asbestos? ☒ Yes ☐ No
→ If Yes: ☒ Non-Friable ☐ Non-Friable - Regulated ☐ Friable

F. SHIPPING AND DOT INFORMATION

- ☒ One-Time Event ☐ Repeat Event/Ongoing Business
- Estimated Quantity/Unit of Measure: 1
☒ Tons ☐ Yards ☐ Drums ☐ Gallons ☐ Other: _____
- Container Type and Size: Bags
- USDOT Proper Shipping Name: _____ ☒ N/A

Certification Signature

APPENDIX C

Photographic Log





Photo 1: View of tar with fibers SACM (red arrow) scattered on the ground which was removed adjacent to the concrete bulkhead.



Photo 3: View of damaged ACBM roofing (red arrow) on the ground surface that was removed.



Photo 2: View of loose pieces of flaking tar with fibers material being wetted and removed from along the concrete bulkhead.



Photo 4: View of ACBM roofing being wetted and removed from within the scattered SACM area.



Photo 5: View of a debris pile that was observed to contain ACBM roofing, after the ACBM material was removed.



Photo 6: View of the five bags of ACBM roofing and SACM tar with fibers removed from the Coal Dock Burn Area.

