

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-12-D-0002	2. DELIVERY ORDER/ CALL NO. 0003	3. DATE OF ORDER/ CALL (YYYYMMDD) 2013 Aug 22	4. REQ./ PURCH. REQUEST NO. W56MES22836822	5. PRIORITY
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6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT 477 MICHIGAN AVE RM 700 DETROIT MI 48226-2550	CODE W911XK	7. ADMINISTERED BY (if other than 6) SEE ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR MORRISH-WALLACE CONSTRUCTION INC. THOMAS R MORRISH 629 NORTH MAIN STREET CHEBOYGAN MI 49721-1162	CODE 5Y029	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO DETROIT AREA OFFICE DETROIT DISTRICT, USAED 6309 W. JEFFERSON DETROIT MI 48209-0258	CODE H7M0200	15. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054	CODE 964145	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 313.226.2134 EMAIL: sandra.m.kenzie@usace.army.mil BY: SANDRA M KENZIE	<i>Sandra Marie Kenzie</i> CONTRACTING / ORDERING OFFICER	25. TOTAL	\$1,496,125.00
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
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<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	31. PAYMENT	34. CHECK NUMBER
		35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$1,496,125.00	\$1,496,125.00

TAS::96 3123::TAS

FFP

FY13 M/D Detroit River, Detroit, MI

--For Accounting Purposes only--

FOB: Destination

MILSTRIP: W56MES22836822

PURCHASE REQUEST NUMBER: W56MES22836822

NET AMT \$1,496,125.00

ACRN AA \$1,496,125.00

CIN: W56MES228368220001

BID SCHEDULE

Detroit River FY13 Maintenance Dredging

ITEM	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	FY13 Maintenance Dredging Detroit River, MI. Mobilization and Demobilization	1	JOB	\$12,000	\$12,000
0002	Dredging	100,000	Cubic Yards	\$6.00	\$600,000
0003	Weir Repair	3	EA.	\$38,500	\$115,500
0004	Option 1 Dredging	50,000	Cubic Yards	\$6.00	\$300,000
0005	Option 2 – Tree Removal Cell#1	1	JOB	\$374,125	\$374,125
0006	Option 3 – Tree Removal Cell#2	1	JOB	\$94,500	\$94,500
	Total Amount of Bid for Detroit River				\$1,496,125

Equipment to be used:
Dredge OD185
Scow GL5
Scow GL6
Barge unloader Jarco

SCOPE OF WORK**Dredging**

1. The Contractor shall mobilize to the Detroit River, MI. and dredge the quantity of material listed in the bid schedule Item 0002. The material shall be dredged from the maximum dredge prism, defined as a depth of 29.5' below Low Water Datum (LWD), required depth 28.5' below LWD + 1.0' allowable overdepth, bounded by the channel lines with a 1:2 sideslope extending outward. The specific areas, between the upstream and downstream limits of dredging, where the Contractor shall be directed and required to remove shoals will be determined by the Contracting Officer from surveys made by the Government indicating the condition of the channel prior to dredging

operations. The Contracting Officer will designate the actual areas and the sequence of the areas to be dredged from the above surveys. The Contracting Officer may limit the channel width to be dredged and the quantity of material to be dredged from any or all of these specified areas to control the payment quantity. An Option for Increased Quantity, bid schedule Item 0004, is included.

As part of the Contractor's Quality Control system, the Contractor is required to monitor his removal operations to assure that the final total quantity in each dredging area and contract line item, as specified by the contract, is not exceeded. Material dredged beyond the contract quantity will not be paid for. The authorized depth for the Detroit River is 28.5' below LWD.

2. The dredged material shall be transported to the Pt. Mouillee Confined Disposal Facility (CDF) Cell 3 and placed within the area as shown on the plans. The Contracting Officer shall designate the discharge point if the material is placed in Cell 3 hydraulically. Prior to the start and at the conclusion of placement of material into Cell 3 the Contractor shall survey the offloading area and video the condition of the platform and road and provide the information to the Contracting Officer. Any material above the prior survey shall be removed and placed into Cell 3 by the Contractor at no additional cost to the Government. The Contractor shall conduct the disposal operations in a manner that does not erode or damage the existing dikes and berms. The maximum elevation of dredged materials shall not exceed one(1) foot below the top of the perimeter dikes. Discharge of water from the overflow weir at the CDF to Lake Erie shall be maintained by the Contractor during disposal operations. The weir will be operated and maintained by the Contractor. The overflow weir will be maintained such that maximum retention of the effluent is achieved. . The Contractor shall also monitor the elevation of water in the CDF and shall promptly notify the Contracting Officer any time there is imminent risk of overtopping weirs or dike walls. The Contracting Officer must be notified prior to any discharge. During all disposal operations, the Contracting Officer will periodically conduct water quality monitoring of any allowed discharge from the discharge weir to verify that the quality of the effluent is within acceptable limits.

Total Suspended Solids not to exceed 100mg/L

Water samples will be collected at the overflow weir, stored and analyzed by the Government according to the recommended procedures of the U.S. Environmental Protection Agency Publication "Methods for Chemical Analysis of Water and Wastes," EPA 600 4 79 020. Additionally, the Contractor shall monitor discharges from the CDF to verify that they do not have any unnatural or unusual characteristics (i.e., unnatural turbidity, color, oil film, floating solids, foams, settleable solids). If any allowed discharge does not meet acceptable water quality limits, all disposal operations will be directed to be discontinued until the effluent from the discharge weir meets the specified acceptable limits of water quality.

Demobilize when dredging work is completed.

3 In-Place Quantities

In-place payment quantities will be computed by the Government using channel limits, or other dredging limits established by the Contracting Officer, and stationing as computed by the Government. It is the responsibility of the Contractor to compute and verify such limits and quantities before the commencement of dredging. The Contractor will be furnished drawings depicting both the "before" and "after" dredging soundings along with computer printouts of the soundings, if done by the electronic measuring system, or copies of the copies of the original field

notes if done by conventional methods. Determination of the final quantities will be based on the "before" and "after" contract dredging surveys." The total quantities to be paid for under this contract will be that quantity of dredged material removed from within the maximum pay prism and disposed of in accordance with the provisions of these specifications, that do not exceed the total quantities established by the Contracting Officer pursuant to Paragraph 1.1 above. The method used to calculate quantities will be software from Coastal Oceanographics, Inc., either the standard HYPACK method or the TIN method as determined prior to taking the "before" soundings.

4. Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. When an option has been exercised for additional areas, all quantities dredged will be paid for at the unit costs associated with the option dredge areas.

5. Character of Materials

For the East Outer Channel, material within the required dredging prism consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material contains varying proportions of silt and sand with gravel and organics. Native material may be encountered in the required dredging and overdepth prisms, and consists of soft to stiff clay with gravel and cobbles.

The records of previous dredging and sampling are available for inspection at the Engineering & Construction Office, U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan

7. Tolerance Dimensions:

Tolerances – Paragraph 1.19, TOE OF SIDE SLOPES and Paragraph 1.20 SHOALS in SECTION 35 20 23 of the base specifications in the current MATOC ARE REMOVED for this Task Order.

Overdepth Dredging – the maximum allowable overdepth dimension is 1.0 ft. See Paragraph 1.17 OVERDEPTH DREDGING of SECTION 35 20 23 of the base specifications.

	Overdepth	Sideslope
Required	40,000cy	2000cy
Option	20,000cy	1000cy

8. Special Project Procedures:

a. State of Michigan – Allowed and Prohibited Dredging

During the following periods of the year dredging is allowed:

<u>Harbor</u>	<u>Allowed Periods</u>
Detroit River	All Year

b. Work Period Restrictions – There are no work period restrictions at the project site during the allowed dredging period.

9. Bench Mark and horizontal control data for work under this Task Order will be provided by the Detroit Area Office.

Weir Repair

Stop Log Assembly Scope of Work

Furnish and install three Rodney Hunt Aluminum stop log assemblies as indicated on Drawings (Sheet 8 of 11) at the Pt. Mouillee CDF Each assembly consists of the following components: appurtenant seals, guides, frames, aluminum stop logs, lifting lugs, lifting device, and accessories, required for complete and proper operation of the system. The log shall be one-piece of extruded aluminum and shall not deflect more than $L/360$ of the span of the log under the design head. The bottom of the log shall be extruded in a way to accept a specially extruded resilient seal to provide a flush bottom closure. The shape of the lip seal shall provide a seating surface having a minimum width of 1". The vertical face of the seal shall be in contact with the seating surface of the guide or seal located on the frame to provide proper seal at the corners. Logs shall be of sufficient weight to be submerged under their own weight. The frame and guides shall be stainless steel. The guides and frames shall be designed for maximum rigidity and be capable of being field welded to the existing steel as can be seen on Drawing (sheet 10 of 11). The invert of the frame shall be a channel welded to the lower ends of the guides to form a sealing surface for the resilient seal mounted on the disc. All hardware necessary for attaching the structures shall be stainless steel and furnished by the stop log manufacturer. Contractor shall provide Sikaflex 252 sealant/adhesive, or equal, to assist in sealing the gate frames to the existing steel. One lifting device shall be provided with each stop log assembly. The lifting device shall be equipped with suitable connection points for crane operation. The device shall be guided by the slot of the guide extrusion and shall be capable of securing and releasing the stop logs with the use of a lanyard from the operating floor. Welding shall be done in accordance with AWS D1.2 for Aluminum and AWS D1.3 for stainless steel.

The base contract will consist of 3 complete stop log assemblies and necessary components.

Salient characteristics for Rodney Hunt Stop Logs Assemblies

Material Specification:

Aluminum and stainless steel components are not painted.

Components Materials

Logs:

Stop Log Aluminum ASTM B221-6061-T6

Stop Log Stiffeners Aluminum ASTM B221-6061-T6

HY-Q Stop Log Seal Neoprene ASTM D2000

SIDE Stop Log Seal Neoprene ASTM D2000

Fasteners Stainless Steel ASTM F593/F594-304/316

Seal Retainer Plate Stainless Steel ASTM A276-304/316

Log Lifting Lugs Aluminum B306 6061T6

Frame Guides Stainless Steel A240-304L or 316L

HY-Q Seals Bottom Neoprene D2000, Grade AA625

Frame:

Guides Stainless Steel ASTM A240-304

Inver Stainless Steel ASTM A240-304

LIFTER:

Body Aluminum ASTM B221 6061-T6

Mounting:

Anchor Bolt Stainless Steel ASTM A276-304/316 COND. A

Anchor Nut Stainless Steel ASTM F594-304/316 COND. A

Remarks:

All stainless steel below grade or subjected to splash or spillage is

TYPE304 as required by specifications.

Tree Removal

The Contractor shall mobilize to the Pt. Mouillee CDF and clear all trees 4 inches in diameter or greater, measured 3 feet from the ground surface, located in cells #1 & 2. Option.2 includes clearing Cell#1 and Option 3 includes clearing Cell#2. Roots and stumps may be left in place. All the felled trees shall be chipped or cut into 4 foot lengths. All limbs and branches of 2 inch diameter and less shall be chipped. All chippings may be left in place. Logs shall be neatly stacked parallel to the dike between cell # 1&2 as depicted on drawing (sheet 8 of 11). Piles shall not exceed 5 feet in height.

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SECTION 05 50 13
MISCELLANEOUS METAL

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2.1.1 Stop Log shall be Premanufactured Aluminum

2.1.2 Stop Log Stiffeners shall be Aluminum

2.1.3 HY-Q Stop Log Seal shall be Neoprene

2.1.4 SIDE Stop Log Seal shall be Neoprene

2.1.5 Fasteners shall be Stainless Steel

2.1.6 Seal Retainer Plate shall be Stainless Steel

2.1.7 Log Lifting Lug shall be Aluminum

2.1.8 Frame Guides shall be Stainless Steel

2.1.9 HY-Q Seals Bottom shall be Neoprene

2.1.10 Inver shall be Stainless Steel

2.1.11 Lifter Body shall be Aluminum

2.1.12 Mounting Anchor Bolt shall be Stainless Steel

2.1.13 Anchor Nut shall be Stainless Steel

2.1.14 Welding Electrodes

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3.1 WELDING

3.1.1 Tack Welds

3.2 MISCELLANEOUS STRUCTURAL SHAPES AND PLATES

3.3 STOP LOGS AND GUIDES FRAMES

3.4 QUALITY CONTROL

-- End of Section Table of Contents --

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

The work required under this section includes furnishing all materials and equipment and performing operations such as, but not limited to, placement of stop logs and guide frames as shown on the drawings and described herein. All work and materials shall be in accordance with the requirements specified herein and shown on the contract drawings.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having an "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01300, "SUBMITTAL DESCRIPTIONS":

SD-01 Shop Drawings

Shop Drawings; G, ECD

Detail drawings shall indicate material thickness, type, grade, and class; dimensions; and construction details. Drawings shall include catalog cuts, erection details, manufacturer's descriptive data and installation instructions, and templates. Detail drawings for the following items shall be submitted for approval prior to the commencement of work: stop logs, stop logs stiffeners, HY-Q stop logs seals, side stop log seals, fasteners, seal retainer plate, log lifting lugs, frame guides, HY-Q seal bottom, frame guides, frame inverter, lifter body mounting anchor bolts, mounting anchor nuts. Drawings shall be submitted at least 14 calendar days prior to start of required work.

SD-07 Certificates

Materials; FIO

Certified copies of mill reports shall be furnished covering the chemical and physical properties of the material used in the work under this Section of the specifications.

1.3 GENERAL REQUIREMENTS

The Contractor shall verify all measurements with USACE personnel before fabrication. Materials and parts necessary to complete each item, even though such work is not definitely shown or specified, shall be included.

1.4 STORING AND HANDLING MATERIALS

All materials which are delivered in advance of contemplated use shall be given protected storage off the ground. All materials which are damaged during storage and are not approved for use by the Government's On-site Representative, shall be replaced with new materials.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Stop Log shall be Premanufactured Aluminum ASTM B221-6061-T6

2.1.2 Stop Log Stiffeners shall be Aluminum ASTM B221-6061-T6

2.1.3 HY-Q Stop Log Seal shall be Neoprene ASTM D2000

2.1.4 SIDE Stop Log Seal shall be Neoprene ASTM D2000

2.1.5 Fasteners shall be Stainless Steel ASTM F593/F594-304/316

2.1.6 Seal Retainer Plate shall be Stainless Steel ASTM A276-304/316

2.1.7 Log Lifting Lug shall be Aluminum B306 6061T6

2.1.8 Frame Guides shall be Stainless Steel ASTM A240-304L

2.1.9 HY-Q Seals Bottom shall be Neoprene ASTM D2000, Grade AA625

2.1.10 Inver shall be Stainless Steel ASTM A240-304L

2.1.11 Lifter Body shall be Aluminum ASTM B221-6061-T6

2.1.12 Mounting Anchor Bolt shall be Stainless Steel ASTM F593/F594-304/316

COND. A

2.1.13 Anchor Nut shall be Stainless Steel ASTM F593/F594-304/316 COND. A

2.1.14 Welding Electrodes shall conform to the requirements of AWS A5.1/A5.1M, Class E 70.

Electrodes for welding steel sheet piling shall be low-hydrogen electrodes.

PART 3 EXECUTION

3.1 WELDING

All welding shall be done in accordance with AWS D1.2 for Aluminum and AWS D1.3 for steel. All welding shall be done by certified welders who have passed successfully the qualifications tests of the American Welding

Society. Welding procedures as to direction, length, number, and sequence of beads shall be planned carefully so as to be suitable for use with the parent metal at each weld. Electrodes shall be received on the job in unbroken packages bearing the manufacturer's label. The existing steel stoplog channel shall be sand blasted prior to welding of the new channel.

3.1.1 Tack Welds

In completing the wall and anchorage assemblies unless otherwise shown on drawings, tack welds may be used to maintain alignment prior to tightening. After final tightening, all nuts shall be tack welded to plate washers.

Nuts shall not be tack welded to the bolt shaft or any structural element.

3.2 MISCELLANEOUS STRUCTURAL SHAPES AND PLATES

Where shown on the drawings, miscellaneous structural shapes and plates shall be provided to complete the work. The sizes and method of installation shall be as shown in the details.

3.3 STOP LOGS AND GUIDES FRAMES

Stop Logs and Guide Frames shall be installed as shown on the plan sheets.

3.4 QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for all operations performed under this Section to assure compliance with contract requirements and maintain records of its quality control for all

operations performed, including, but not limited to, the following:

- a. Quality of materials.
- b. Location and installation of required materials.
- c. Fabrication and installation of components.
- d. Welding.
- f. Observance of safety regulations.

The Contractor is responsible for coordinating the submittals for all stop logs, guides frames , and miscellaneous metals to ensure that there are no conflicts.

OMBUDSMAN

The Ombudsman for this contract is:

Beverly Y. Thomas Principal Assistant Responsible for Contracting - Atlanta (PARC-ATL)
National Contracting Organization (NCO)
U.S. Army Corps of Engineers
60 Forsyth Street, SW
ATTN: CECT-ATL
Atlanta, GA 30303-8801

Phone: 404 562-5051

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
17.7%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

Wayne County

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Sandra Kenzie, Contracting Officer Detroit District, 313 226 2134, sandra.m.kenzie@usace.army.mil.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Adam Virga

Address: Detroit Area Office

Telephone: (313) 226-1315

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-50 Combating Trafficking in Persons FEB 2009

CLAUSES INCORPORATED BY FULL TEXT

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor by 25 September 2013. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 323052LGDL004710 NA 96203

AMOUNT: \$1,496,125.00

CIN W56MES228368220001: \$1,496,125.00

UNUSUALLY SEVERE WEATHER

TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)

(ER 415-1-15)

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied: (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month. (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS-

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
15	13	11	11	11	6	7	5	6	9	9	12

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Subparagraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)".

(END)

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) -
ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the dredging by 1 December 2013 and complete the entire work ready for use not later than 15 March 2014. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 4 September 2013. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed

results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$784 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be

used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic and hydrographic surveys.

b) Weather conditions: The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.

(c) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.

(d) Use of Project Site: Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information physical data.

(End of clause)

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Contract Drawings, Maps and Specifications

<u>Title</u>	<u>Drawing No.</u>
Detroit River, MI FY13 Maintenance Dredging Site Plan, Location Map, General Notes, and Index of Drawings	1 of 11`
Detroit River, MI FY13 Maintenance Dredging Condition Survey CS 108+00 to CS 143+00	2 of 11
Detroit River, MI FY13 Maintenance Dredging Condition Survey	3 of 11

CS 143+00 to CS 180+00

Detroit River, MI 4 of 11

FY13 Maintenance Dredging

Condition Survey

CS 180+00 to CS 215+00

Detroit River, MI 5 of 11

FY13 Maintenance Dredging

Condition Survey

CS 215+00 to CS 251+00

Detroit River, MI 6 of 11

FY13 Maintenance Dredging

Condition Survey

CS 251+00 to CS 287+00

Detroit River, MI 7 of 11

FY13 Maintenance Dredging

Condition Survey

CS 287+00 to CS 323+00

Detroit River, MI 8 of 11

FY13 Maintenance Dredging

Pt. Mouillee CDF

Detroit River, MI 9 of 11
FY13 Maintenance Dredging
Weir Repairs
Existing Conditions

Detroit River, MI 10 of 11
FY13 Maintenance Dredging
Weir Repairs
Required Plan, Section, and Details

Detroit River, MI 11 of 11
FY13 Maintenance Dredging
Weir Repairs
Weir Installation

(End of clause)

PARTNERING CLAUSE

Partnering - In order to most effectively accomplish this contract, the Government proposes to form a partnership with the contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the Contractor, and primary subcontractors. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be

totally voluntary. All cost, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor.

WAGE DETERMINATION IL18

General Decision Number: IL130018 07/05/2013 IL18

Superseded General Decision Number: IL20120018

State: Illinois

Construction Types: Heavy (Dredging and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number	Publication Date
0	01/04/2013
1	01/25/2013
2	07/05/2013

* SUIL2003-001 01/01/2013

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

	Rates	Fringes
Dredging:		
Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats Rangeman, Tankerman, Sweepman and service Truck Driver.....\$ 22.51	22.51	7.61+a+b
Lead Deckhand.....\$ 29.68	29.68	7.61+a+b
Hydraulic Dredging		
LAUNCH OPERATOR - Vessel 800 Horse- Power Or Less....\$ 25.15	25.15	7.61+a+b
TUG ENGINEER.....\$ 26.49	26.49	7.61+a+b
TUG OPERATOR - Vessel Over 800 Horse-Power.....\$ 26.49	26.49	7.61+a+b
TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman. Scowman, (on/or with tugboats, launches, or other self-propelled boats).....\$ 22.51	22.51	7.61+a+b
MECHANIC (Undefined)		
FLOATING EQUIPMENT:		
Illinois		
Class I.....\$ 51.30	51.30	29.40+b&c
Class II-A.....\$ 49.80	49.80	29.40+b&c
Class II-B.....\$ 52.80	52.80	29.40+b&c
Class III.....\$ 44.35	44.35	29.40+b&c
Class IV.....\$ 36.85	36.85	29.40+b&c
FLOATING EQUIPMENT: Indiana		
Class I.....\$ 46.60	46.60	24.70+b&c
Class II-A.....\$ 45.10	45.10	24.70+b&c
Class II-B.....\$ 45.10	45.10	24.70+b&c
Class III.....\$ 40.15	40.15	24.70+b&c
Class IV.....\$ 33.35	33.35	24.70+b&c
FLOATING EQUIPMENT:		

Michigan		
Class I.....	\$ 38.70	24.05+b&c
Class II-A.....	\$ 37.20	24.05+b&c
Class II-B.....	\$ 38.20	24.05+b&c
Class III.....	\$ 33.10	24.05+b&c
Class IV.....	\$ 27.55	24.05+b&c
FLOATING EQUIPMENT:		
Minnesota		
Class I.....	\$ 39.45	16.70+b&c
Class II-A.....	\$ 37.95	16.70+b&c
Class II-B.....	\$ 38.45	16.70+a&b
Class III.....	\$ 33.75	16.70+b&c
Class IV.....	\$ 28.05	16.70+b&c
FLOATING EQUIPMENT:		
New York:(Cattaraugus, Chautauga, Erie and Orleans Counties)		
Class I.....	\$ 38.70	26.79+b&c
Class II-A.....	\$ 37.20	26.79+b&c
Class II-B.....	\$ 40.20	26.79+b&c
Class III.....	\$ 33.10	26.79+b&c
Class IV.....	\$ 27.55	26.79+b&c
FLOATING EQUIPMENT:		
New York:(Cayuga, Jefferson, Oswego, and St. Lawrence Counties)		
Class I.....	\$ 37.70	23.95+b&c
Class II-A.....	\$ 36.20	23.95+b&c
Class II-B.....	\$ 39.70	23.95+b&c
Class III.....	\$ 32.25	23.95+b&c
Class IV.....	\$ 26.80	23.95+b&c
FLOATING EQUIPMENT:		
New York:(Monroe and Wayne Counties and the City of Rochester)		
Class I.....	\$ 37.90	21.83+b&c
Class II-A.....	\$ 36.40	21.83+b&c
Class II-B.....	\$ 39.40	21.83+b&c
Class III.....	\$ 32.40	21.83+b&c
Class IV.....	\$ 26.95	21.83+b&c
FLOATING EQUIPMENT:		
New York:(Niagara)		
Class I.....	\$ 38.70	24.81+b&c
Class II-A.....	\$ 37.20	24.81+b&c
Class II-B.....	\$ 39.20	24.81+b&c

Class III.....	\$ 33.10	24.81+b&c
Class IV.....	\$ 27.55	24.81+b&c

FLOATING EQUIPMENT:

Ohio:(Ashtabula, Cuyahoga,
Erie,Lake, and Lorain
Counties)

Class I.....	\$ 38.70	13.05+b&c
Class II-A.....	\$ 37.20	13.05+b&c
Class II-B.....	\$ 37.20	13.05+b&c
Class III.....	\$ 33.10	13.05+b&c
Class IV.....	\$ 27.55	13.05+b&c

FLOATING EQUIPMENT:

Ohio:(Lucas, Henry,
Ottawa, Wood and Sandusky
Counties)

Class I.....	\$ 38.70	13.05+b&c
Class II-A.....	\$ 37.20	13.05+b&c
Class II-B.....	\$ 37.20	13.05+b&c
Class III.....	\$ 33.10	13.05+b&c
Class IV.....	\$ 27.55	13.05+b&c

FLOATING EQUIPMENT:

Pennsylvania:(Erie County):

Class I.....	\$ 38.70	17.14+b&c
Class II-A.....	\$ 37.20	17.14+b&c
Class II-B.....	\$ 37.20	17.14+a&b
Class III.....	\$ 33.10	17.14+b&c
Class IV.....	\$ 27.55	17.14+b&c

FLOATING EQUIPMENT:

Wisconsin:Includes all
marine/floating type work
on projects in the
Superior/Duluth Harbor,
Lake Superior.

Class I.....	\$ 41.45	19.73+b&c
Class II-A.....	\$ 39.95	19.73+b&c
Class II-B.....	\$ 40.45	19.73+b&c
Class III.....	\$ 35.55	19.73+b&c
Class IV.....	\$ 29.55	19.73+b&c

PAID HOLIDAYS (WHERE APPLICABLE):

- A- NEW YEAR'S DAY
- B- MEMORIAL DAY
- C- INDEPENDENCE DAY
- D- LABOR DAY
- E- THANKSGIVING DAY

- F- CHRISTMAS DAY
- G- PRESIDENT'S DAY
- H- VETERAN'S DAY.

FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
 - *Level A \$2.50 per hour
 - *Level B 2.00 per hour
 - *Level C 1.00 per hour
 - *Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct
 Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)
 Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender
 Class II-B Friction, Lattice Boom, or any Crane Certifications
 Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.
 Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

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

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates

the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

WAGE DETERMINATION MI75

General Decision Number: MI130075 08/02/2013 MI75

Superseded General Decision Number: MI20120075

State: Michigan

Construction Type: Heavy

County: Wayne County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	02/01/2013
3	05/24/2013
4	06/28/2013
5	07/05/2013
6	07/26/2013
7	08/02/2013

BOIL0169-003 01/01/2012

Rates

Fringes

BOILERMAKER.....	\$ 31.88	25.89
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CARP0687-008 06/01/2012

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 29.41	22.89
PILEDRIVERMAN.....	\$ 29.41	22.89

ELEC0017-003 06/04/2012

	Rates	Fringes
LINE CONSTRUCTION: Linemen/Cable Splicer.....	\$ 40.86	16.13

ELEC0058-007 06/30/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 35.08	22.44

ENGI0326-008 06/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.69	21.25
GROUP 2.....	\$ 37.19	21.25
GROUP 3.....	\$ 35.69	21.25
GROUP 4.....	\$ 35.39	21.25
GROUP 5.....	\$ 34.57	21.25
GROUP 6.....	\$ 33.71	21.25
GROUP 7.....	\$ 32.74	21.25
GROUP 8.....	\$ 31.03	21.25
GROUP 9.....	\$ 22.69	21.25

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1: Crane with boom & jib or leads 400' or longer
- GROUP 2: Crane with boom & jib or leads 300' or longer
- GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 03/01/2013

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.30	24.60
Structural.....	\$ 33.29	25.34

LABO0334-009 06/01/2013

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 21.46	6.70
GROUP 2.....	\$ 17.24	6.70

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1191-004 06/01/2012

	Rates	Fringes
Laborers:		
Common or General; Grade Checker; Mason Tender -		

Cement/Concrete; Pipelayer..	\$ 26.34	15.92
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PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

PLAS0067-002 07/17/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

* PLUM0098-005 06/03/2013

	Rates	Fringes
PLUMBER.....	\$ 36.84	24.08

PLUM0636-002 06/03/2013

	Rates	Fringes
PIPEFITTER.....	\$ 39.76	24.90

TEAM0007-006 06/01/2012

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu.		
yds.; Tractor Haul Truck....	\$ 24.895	.50 + a+b
Dump Truck, 8 cu. yds. and		
over.....	\$ 24.995	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 25.145	.50 + a+b

FOOTNOTE:

- a. \$351.00 per week.
 - b. \$49.90 daily.
-

SUMI2010-073 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road		
Truck.....	\$ 20.82	3.69

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually
each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION