

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-12-D-0006	2. DELIVERY ORDER/ CALL NO. 0005	3. DATE OF ORDER/ CALL (YYYYMMDD) 2013 Jun 10	4. REQ./ PURCH. REQUEST NO. W56MES30920160	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)	CODE	
SEE ITEM 6				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	

9. CONTRACTOR M C M MARINE, INC. -DARWIN J. MCCOY NAME AND ADDRESS SAULT SAINTE MARIE MI 49783-2445	CODE	0LAW1	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 GRAND HAVEN SUB OFFICE 307 SOUTH HARBOR STREET GRAND HAVEN MI 49417	CODE	H7L8841	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.

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>	25. TOTAL	\$454,400.00
			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	
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY
36. I certify this account is correct and proper for payment.			33. AMOUNT VERIFIED CORRECT FOR	

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	35. BILL OF LADING NO.
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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	TAS:: 96 3123::TAS FFP FY 13 Maintenance Dredging at New Buffalo Michigan. FY12 Great Lakes Dredging MATOC --For Accounting Purposes Only-- FOB: Destination MILSTRIP: W56MES30920160 PURCHASE REQUEST NUMBER: W56MES30920160	1	Job	\$98,450.00	\$98,450.00

NET AMT	\$98,450.00
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ACRN AB CIN: W56MES309201600005	\$98,450.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TAS:: 96 3123::TAS FFP FY 13 Maintenance Dredging at South Haven, Michigan. FY12 Great Lakes Dredging MATOC --For Accounting Purposes Only-- FOB: Destination	1	Job	\$195,200.00	\$195,200.00

NET AMT	\$195,200.00
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ACRN AC CIN: W56MES309201600006	\$195,200.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TAS:: 96 3123::TAS FFP FY 13 Maintenance Dredging at Saugatuck Harbors, Michigan. FY12 Great Lakes Dredging MATOC --For Accounting Purposes Only-- FOB: Destination	1	Job	\$160,750.00	\$160,750.00
				NET AMT	\$160,750.00
	ACRN AD CIN: W56MES309201600004				\$160,750.00

BID SCHEDULE

PROJECT NAME: FY13 Maintenance Dredging at New Buffalo, South Haven and Saugatuck Harbors, Michigan,

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO. UNIT PRICES PROVIDED BELOW WILL BE USED TO DETERMINE LOW BID

ITEM	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	FY13 Maintenance Dredging New Buffalo, South Haven and Saugatuck Harbors, Michigan Mobilization and Demobilization	1	JOB	\$90,000.00	\$90,000.00
0002	Dredging at New Buffalo Harbor				
0002AA	First 5,000 Cubic Yards	5,000	CY	\$6.15	\$30,750.00
0002AB	Over 5,000 Cubic Yards	6,500	CY	\$5.80	\$37,700.00
	Total Amount for New Buffalo Harbor				\$68,450.00
0003	Dredging at South Haven Harbor				
0003AA	First 8,000 Cubic Yards	8,000	CY	\$6.15	\$49,200.00
0003AB	Over 8,000 Cubic Yards	11,000	CY	\$5.80	\$63,800.00
	Total Amount for South Haven Harbor				\$113,000.00
0004	Dredging at Saugatuck Harbor				
0004AA	First 9,000 Cubic Yards	9,000	CY	\$6.15	\$55,350.00
0004AB	Over 9,000 Cubic Yards	13,000	CY	\$5.80	\$75,400.00
	Total Amount for Saugatuck Harbor				\$130,750.00
	Total Amount of Base Bid				\$402,200.00
0005	Option 1, Dredging South Haven Harbor				
0005AA	First 4,000 Cubic Yards	4,000	CY	\$5.80	\$23,200.00
0005AB	Over 4,000 Cubic Yards	5,000	CY	\$5.80	\$29,000.00
	Total Amount of Option 1 Bid Exercised at Award				\$52,200.00
	Total Amount of Proposal				\$454,400.00

NOTE 1: For South Haven Harbor, the Government may award Option 1, depending on the availability of funds. Options are based on quantity, not area to be dredged. The required and optional areas to be dredged will be based on the Government's prior-to-dredge soundings taken within the limits shown on the drawing. The required and optional depths as indicated on the drawing will be based on the prior-to-dredge soundings.

NOTE 2: Proposal evaluation shall be based upon Lowest Priced Technically Acceptable. To be technically acceptable, offerors shall submit a Schedule that is consistent with the period of performance and provide a list of the equipment that will be used on the project.

OMBUDSMAN

The Ombudsman for this contract is:

Beverly Y. Thomas

Principal Assistant Responsible for Contracting - Atlanta (PARC-ATL)

National Contracting Origination (NCO)

U.S. Army Corps of Engineers

60 Forsyth Street, SW

Atlanta, GA 30303-8801

Phone: (404) 562-5051

SCOPE OF WORK

1. Mobilize dredge to New Buffalo Harbor first. Dredge between sta. 12+60.3 and sta. 30+00.4 to a required depth of 11.5 ft. below L.W.D. The Contractor shall then dredge South Haven and Saugatuck at his own discretion. At South Haven dredge between sta, 12+07.5W and sta. 23+00W. At Saugatuck dredge between sta, 11+00E and sta. 7+50W. Dredging at South Haven and Saugatuck shall be to a required depth of 16.0 ft. below L.W.D. Placement shall be as shown on the accompanying drawings and as specified herein. Place the dredged materials onto the shoreline disposal sites as follows: At New Buffalo beginning at a point 1500 ft. south of the south breakwater then extending 1500 ft. southerly. At South Haven beginning 3000 feet south of the South Pier Structure thence along the shoreline for a distance of 2000 feet. At Saugatuck beginning 200 feet south of the South Pier Structure thence along the shoreline for a distance of 2500 feet.

The lakeward and landward limits of placement at New Buffalo shall be the most landward 4.0 ft. depth contour and the existing shoreline. The lakeward and landward limits of placement at South Haven shall be the most landward 8.0 ft. depth contour and the existing shoreline. The lakeward and landward limits of placement at Saugatuck shall be the most landward 8.0 ft. depth contour and the existing shoreline. The maximum elevation of placed materials shall not exceed +4.0 ft. above L.W.D. During placement the Contractor shall minimize erosion of existing shoreline sediments.

At each nearshore placement site, the Contractor shall coordinate his plan for public safety in the vicinity of discharge pipeline with the Contracting Officers Representative. Demobilize with dredging work is completed.

2. The survey information shown on the drawings is based on prior and after dredging soundings collected on the dates indicated. Final pay yardage will be determined by prior to dredging soundings and after dredging soundings.
3. 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.
4. The overdepth and side slope quantities for this Task Order are as follows:

Overdepth		Sideslope
New Buffalo	4,000 cy	500 cy
South Haven	7,500 cy	500 cy
Saugatuck	8,500 cy	1000 cy
South Haven-Option	3,500 cy	500 cy

5. The character of materials for this dredging work is as described herein. –

New Buffalo:

“The material within the required dredging prism consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material contains sand and silt with organics. Wood piling, cobbles, and boulders may be encountered in the entrance channel. Pieces of slabwood may be encountered in the dredging area. Slabwood is defined as “waste” from historic logging operations – the irregular outside pieces cut from a log in squaring it over for preparing it for milling. Slabwood varies in size with the majority of it being approximately one inch thick, three inches wide, and three feet long. Native material may be encountered in the required dredging and overdepth prisms, and consists of silty clay.”

South Haven:

“The material within the required dredging prism consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material contains sand with varying proportions of silt and gravel with organics. Native material may be encountered in the required dredging and overdepth prisms, and consists of loose clayey gravel to very stiff gravelly clay. Cobbles and boulders may be encountered near revetments, breakwaters, and pier heads.”

Saugatuck:

“The material within the required dredging prism consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material contains sand, with varying proportions of silt and organics. Native material may be encountered in the overdepth prism, and consists of dense sand with silt and gravel.”

6. Tolerances:

- a. Side Slope Tolerance - New Buffalo 20 feet horizontal.
 South Haven 25 feet horizontal
 Saugatuck 10 feet horizontal
- b. Shoal Tolerance: 0.5 feet vertical all harbors.

7. Special Project Procedures:

- a. State of Michigan –Standard Allowable Dredging Period

<u>Harbor</u>	<u>Allowed Periods</u>
New Buffalo	No Restrictions
South Haven	01 July through 30 April
Saugatuck	15 July through 30 April

- b. Work Period Restrictions –
 July 4th Weekend - 6:00 PM 03 July 2013 to 6:00 AM 08 July 2013
 Labor Day Weekend – 6:00 PM 30 August 2013 to 6:00 AM 03 September 2013.
- c. Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 15 November and 15 April inclusive and the days in this period will not be counted when computing the required completion date. The Contractor may perform work, unless otherwise prohibited, during all or any part of this period upon giving prior written notice to the Contracting Officer.

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

CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION IN CONJUNCTION WITH THIS PROPOSAL:

Location/Type/Kind of Equipment proposed: Sault Ste. Marie, MI 16” Hydraulic 2800 total HP
 Time to mobilize equipment to Location/Area: 7-10 days
 Production Capability of Equipment 5,000 cubic yards per day.

Section 00700 - Contract Clauses

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 dredging work

- at **New Buffalo Harbor** ready for use not later than 20 days after the contractor receives the notice to proceed

- at **South Haven Harbor** ready for use including any exercised option no later than 16 September 2013.

- at **Saugatuck Harbor ready** for use no later than 16 September 2013.

The times stated for completion shall include final cleanup of the premises.

The completion date for South Haven and Saugatuck is based on the assumption that the successful offeror will receive the notice to proceed by 1 July 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)

52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES, SUBDIVIDED ITEMS
(MAR 1995)

This variation in estimated quantities clause is applicable only to Items Nos. 0002, 0003, 0004 and 0005.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. 0002, 0003, 0004 and 0005 is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0002, 0003, 0004 and 0005 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0002, 0003, 0004 and 0005 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(End of clause)

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 10 July 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)

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 rough field measurements. Contractor to field verify all dimensions shown on the drawings.
- (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 of physical data.

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

(2) The remaining **forty (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

AB: 96X31230000 082427 32307G33F0001020 NA 96203
 AMOUNT: \$98,450.00
 CIN W56MES309201600005: \$98,450.00

AC: 96X31230000 082427 323073B383017180 NA 96203
 AMOUNT: \$195,200.00
 CIN W56MES309201600006: \$195,200.00

AD: 96X31230000 082427 3230GD741F016390 NA 96203
 AMOUNT: \$160,750.00
 CIN W56MES309201600004: \$160,750.00

CLAUSES INCORPORATED BY FULL TEXT

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
6.2% - Berrien County 4.9% - Allegan County	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" are Allegan and Berrier Counties.

(End of provision)

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)

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:

TITLE	DRAWING	SHEET
New Buffalo Harbor, MI FY13 Maintenance Dredging General Plan, Location Map and Notes	NB101	1
New Buffalo Harbor, MI FY13 Maintenance Dredging Dredge Plan, Legend and Typical Section	NB102	2
South Haven Harbor, MI FY13 Maintenance Dredging	SH101	1

General Plan, Location Map and Notes		
South Haven Harbor, MI FY13 Maintenance Dredging Dredge Plan, Legend and Typical Section	SH102	2
Saugatuck Harbor, MI FY13 Maintenance Dredging General Plan, Location Map and Notes	SK101	1
Saugatuck Harbor, MI FY13 Maintenance Dredging Dredge Plan, Legend and Typical	SK102	2

(End of clause)

WAGE DETERMINATION IL 18

General Decision Number: IL130018 01/25/2013 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

* 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 7.61+a+b

Lead Deckhand.....\$ 29.68 7.61+a+b

Hydraulic Dredging

LAUNCH OPERATOR - Vessel

800 Horse- Power Or Less....\$ 25.15 7.61+a+b

TUG ENGINEER.....\$ 26.49 7.61+a+b

TUG OPERATOR - Vessel Over

800 Horse-Power.....\$ 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 7.61+a+b

MECHANIC (Undefined)

FLOATING EQUIPMENT:

Illinois

Class I.....\$ 51.30 29.40+b&c

Class II-A.....\$ 49.80 29.40+b&c

Class II-B.....\$ 52.80 29.40+b&c

Class III.....\$ 44.35 29.40+b&c

Class IV.....\$ 36.85 29.40+b&c

FLOATING EQUIPMENT: Indiana

Class I.....\$ 46.60 24.70+b&c

Class II-A.....\$ 45.10 24.70+b&c

Class II-B.....\$ 45.10 24.70+b&c

Class III.....\$ 40.15 24.70+b&c

Class IV.....\$ 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.....\$ 37.70 25.29+b&c

Class II-A.....\$ 36.20 25.29+b&c

Class II-B.....\$ 39.20 25.29+b&c

Class III.....\$ 32.25 25.29+b&c

Class IV.....\$ 26.80 25.29+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.....\$ 37.70 23.81+b&c
Class II-A.....\$ 36.20 23.81+b&c
Class II-B.....\$ 38.20 23.81+b&c
Class III.....\$ 32.25 23.81+b&c
Class IV.....\$ 26.80 23.81+b&c
FLOATING EQUIPMENT:
Ohio:(Ashtabula, Cuyahoga,
Erie,Lake, and Lorain
Counties)
Class I.....\$ 37.70 12.80+b&c
Class II-A.....\$ 36.20 12.80+b&c
Class II-B.....\$ 36.20 12.80+b&c
Class III.....\$ 32.25 12.80+b&c
Class IV.....\$ 26.80 12.80+b&c
FLOATING EQUIPMENT:
Ohio:(Lucas, Henry,
Ottawa, Wood and Sandusky
Counties)
Class I.....\$ 37.70 12.80+b&c
Class II-A.....\$ 36.20 12.80+b&c
Class II-B.....\$ 36.20 12.80+b&c
Class III.....\$ 32.25 12.80+b+c
Class IV.....\$ 26.80 12.80+b&c
FLOATING EQUIPMENT:
Pennsylvania:(Erie County):
Class I.....\$ 37.70 16.44+b&c
Class II-A.....\$ 36.20 16.44+b&c
Class II-B.....\$ 36.20 16.44+a&b
Class III.....\$ 32.25 16.44+b&c
Class IV.....\$ 26.80 16.44+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.

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

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