

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-12-D-0009	2. DELIVERY ORDER/ CALL NO. 0002	3. DATE OF ORDER/ CALL (YYYYMMDD) 2013 Aug 22	4. REQ./ PURCH. REQUEST NO. W56MES31751631	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) <b style="text-align: center;">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 GREAT LAKES DOCK AND MATERIALS, L.L.C. NAME JOSEPH G BAILEY AND 559 E WESTERN AVE ADDRESS MUSKEGON MI 49442-1039	CODE 1K2U9	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 ADMINISTRATIVE BRANCH 312 W. PORTAGE AVE. SAULT STE. MARIE MI 49783-2445	CODE	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 type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

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 26. DIFFERENCES	\$265,500.00
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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		32. PAID BY
			33. AMOUNT VERIFIED CORRECT FOR

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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31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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	\$265,500.00	\$265,500.00

TAS:: 96 3123::TAS
FFP

FY13 Maintenance Dredging at Little Lake Harbor, MI
--For Accounting Purposes Only--

FOB: Destination
PURCHASE REQUEST NUMBER: W56MES31751631

NET AMT	\$265,500.00
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ACRN AA	\$265,500.00
CIN: W56MES317516310001	

BID SCHEDULE

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
0001	FY13 Maintenance Dredging Little Lake Harbor, Michigan Mobilization and Demobilization	1	JOB	\$78,000	\$78,000
0002	Dredging to 8.0 ft. Below L.W.D. in required dredging area as indicated on sheet LLH-01				
0002AA	First 10,000 Cubic Yards	10,000	CY	\$6.50	\$65,000
0002AB	Over 10,000 Cubic Yards	7,000	CY	\$6.50	\$45,500
	Total Base Amount for Little Lake Harbor				\$188,500
0003	Option 1 - Dredging to 8.0 ft. Below L.W.D. in option dredging area as indicated on sheet LLH-01 EXERCISED AT AWARD				
0003AA	First 7,000 Cubic Yards	7,000	CY	\$5.50	\$38,500
0003AB	Over 7,000 Cubic Yards	7,000	CY	\$5.50	\$38,500
	Total Amount of Option Bid				\$77,000
	Total Amount of Proposal for Little Lake Harbor				\$265,500

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

STATEMENT OF WORK

1. Mobilize dredge to Little Lake Harbor, MI. Dredge between the limits shown on the Contract Drawings. Place the dredged materials onto the shoreline disposal site as follows: beginning at a point 2500 ft. east of the East Breakwater, then extending 800 ft. easterly. Placement shall be as shown on the accompanying drawings and as specified herein. The lakeward and landward limits of placement shall be the most landward 8.0 ft. depth contour and the existing shoreline. The maximum elevation of placed materials shall not exceed +2.0 ft. above L.W.D. During placement the Contractor shall minimize erosion of existing shoreline sediments, and shall maintain drainage toward lake. If shore ice is present during placement operations, dredged materials may be placed directly upon the ice within the required limits. Demobilize when 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:

Base to 8.0 ft.	<u>Overdepth</u>	<u>Sideslope</u>
	2,000 cy	2,500 cy

Option to 8.0 ft.	<u>Overdepth</u>	<u>Sideslope</u>
	2,000 cy	2,500 cy

5. The character of materials for this dredging work is as described herein: The material within the required and overdepth dredging prisms consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material in the outer harbor contains sand with varying amounts of silt with intermittent concentrations of 1 to 3 inch stone. In the inner harbor, shoaled material is predominantly cobbles (3 to 12 inches) and gravel, with sand. Occasional logs and stumps may be encountered throughout the harbor.

6. Tolerances:

- a. Side Slope Tolerance - 10 feet horizontal.
- b. Shoal Tolerance: 0.5 feet vertical.

7. Special Project Procedures:

a. State of Michigan –Standard Allowable Dredging Period

During a standard year, dredging is allowed during the following period:

<u>Harbor</u>	<u>Allowed Periods</u>
Little Lake Harbor (Outer)	01 May through 31 March

b. Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 15 November and 30 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 Soo Area Office.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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0001 N/A

N/A

N/A

Government

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (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 entire work ready for use not later than twenty-five (25) after receipt of the notice to proceed for the base and ten (10) additional calendar days for an exercised option. The time stated for completion shall include final cleanup of the premises.

CLAUSES INCORPORATED BY FULL TEXT

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 \$770.00 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)

CLAUSES INCORPORATED BY FULL TEXT

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

This variation in estimated quantities clause is applicable to Items No. 0002 and 0003.

(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 No. 0002 and 0003 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 52.212-11, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items No. 0002 and 0003 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 No. 0002 and 0003 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 52.212-11, Variation in Estimated Quantities.

(End of clause)

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)

52.217-7 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 within 10 calendar days after receipt of the notice to proceed. 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) 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

AA: 96 NA X/A 3123.0000 CCS: 470 H7 X 08 2427 076526 96203 3230 72J50H
AMOUNT: \$265,500.00
CIN W56MES317516310001: \$265,500.00

CLAUSES INCORPORATED BY REFERENCE

52.236-4 Physical Data APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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)

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(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.

(a) 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:

FILE	DRAWING	SHEET
Little Lake Harbor, MI – Outer Portion	LLH-01	1
FY13 Maintenance Dredging		
Dredge Plan, Notes, Legend		
And Typical Section		

(End of clause)

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	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.....	\$ 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.

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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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END OF GENERAL DECISION