

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-12-D-0009	2. DELIVERY ORDER/ CALL NO. 0004	3. DATE OF ORDER/ CALL (YYYYMMDD) 2013 Sep 17	4. REQ./ PURCH. REQUEST NO. W56MES32132315	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 GREAT LAKES DOCK AND MATERIALS, L.L.C. NAME JOSEPH G BAILEY AND 1800 LAKESHORE DRIVE ADDRESS MUSKEGON MI 49441	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 SEE SCHEDULE	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 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 26. DIFFERENCES	\$283,449.00
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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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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 FY13 Maintenance Dredging for Lac La Belle --For Accounting Purposes Only-- FOB: Destination MILSTRIP: W56MES32132315 PURCHASE REQUEST NUMBER: W56MES32132315	1	Job	\$141,714.50	\$141,714.50	
					NET AMT	\$141,714.50
ACRN AA CIN: W56MES321323150001						\$141,714.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002	TAS::96 3123::TAS FFP FY13 Maintenance Dredging for Big Bay Harbor --For Accounting Purposes Only-- FOB: Destination	1	Job	\$141,734.50	\$141,734.50	
					NET AMT	\$141,734.50
ACRN AB CIN: W56MES321323140001						\$141,734.50

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	10-NOV-2013	1	DULUTH AREA OFFICE 600 LAKE AVENUE SOUTH DULUTH MN 55802 FOB: Destination	
0002	10-NOV-2013	1	SOO AREA OFFICE KEVIN SPRAGUE ST. MARY'S FALLS CANAL SAULT STE. MARIE MI 49783 (906) 635-3464 FOB: Destination	965411

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

BID SCHEDULE

Big Bay Harbor & Lac La Belle Harbor, MI. FY13 Maintenance Dredging

ITEM	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	FY13 Maintenance Dredging Big Bay Harbor & Lac La Belle Harbor, MI. Mobilization and Demobilization	1	JOB	\$98,249.00	\$98,249.00

0002	Required Dredging Big Bay Harbor, MI. to 10' and 11' below LWD				
0002AA	First 2,000 Cubic Yards	2,000	Cubic Yards	\$10.29	\$20,580.00
002AB	Over 2,000 Cubic Yards	5,000	Cubic Yards	\$7.20	\$36,000.00
0003	Required Dredging Lac La Belle Harbor, MI. to 10.0' below LWD				
0003AA	First 2,500 Cubic Yards	2,500	Cubic Yards	\$10.29	\$25,725.00
0003AB	Over 2,500 Cubic Yards	5,000	Cubic Yards	\$7.20	\$36,000.00
	Total Amount of Base Bid for Big Bay Harbor and Lac La Belle, MI.				\$216,554.00
0004	Option 1 Dredging – Big Bay Harbor, MI. to 12' below LWD				
0004AA	First 1,000 Cubic Yards	1,000	Cubic Yards	\$10.29	\$10,290.00
0004AB	Over 1,000 Cubic Yards	3,000	Cubic Yards	\$8.58	\$25,740.00
	Total Amount of Option Bid for Big Bay Harbor, MI.				\$36,030.00
0005	Option 2 Dredging – Lac La Belle Harbor, MI. to 12.0' below LWD				
0005AA	First 1,000 Cubic Yards	1,000	Cubic Yards	\$10.29	\$10,290.00
0005AB	Over 1,000 Cubic Yards	2,500	Cubic Yards	\$8.23	\$20,575.00
	Total Amount of Option Bid				\$30,865.00

	for Lac La Belle Harbor, MI.				
	Total Amount of Proposal				\$283,449

NOTE 1: 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.

NOTE 2: Final pay yardage will be determined by prior to dredging soundings and after dredging construction surveys.

SCOPE OF WORK

PROJECT NAME: FY13 Maintenance Dredging, Big Bay Harbor and Lac La Belle Harbor, Michigan

1. Mobilize dredge to Big Bay Harbor and dredge between the upstream and downstream limits shown on the plans. Deposit the dredged materials onto the shoreline placement site as follows: at Big Bay Harbor beginning at a point 0 ft. east of the east breakwater measured along the shoreline then extending 3,200 ft easterly. For this task order the lakeward and landward limits of placement at Big Bay Harbor shall be the most landward 8.0 ft. depth contour and low water datum contour respectively. The maximum elevation of placed materials shall not exceed L.W.D. Drainage shall be maintained lakeward across the placed materials at all times. The materials shall be placed in such a manner which will not block or interfere with natural or constructed drainage into the lake. During placement the Contractor shall minimize erosion of existing shoreline sediments. If shore ice is present during placement operations, dredged materials shall be placed directly upon the ice within the required limits. Mobilize dredge to Lac La Belle Harbor and dredge between the upstream and downstream limits shown on the plans. Deposit the dredged materials onto the shoreline placement site as follows: at Lac La Belle Harbor beginning at a point 200 ft. south of harbor measured along the shoreline then extending 800 ft southerly. For this task order the lakeward and landward limits of placement at Lac La Belle Harbor shall be the most landward 8.0 ft. depth contour and low water datum contour respectively. The maximum elevation of placed materials shall not exceed L.W.D. Drainage shall be maintained lakeward across the placed materials at all times. The materials shall be placed in such a manner which will not block or interfere with natural or constructed drainage into the lake. During placement the Contractor shall minimize erosion of existing shoreline sediments. If shore ice is present during placement operations, dredged materials shall be placed directly upon the ice within the required limits.

Demobilize when dredging work is completed.

2. 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.

3. The survey information for Big Bay and Lac La Belle Harbors shown on the drawings is based on condition soundings collected on the dates indicated. Final pay yardage for both harbors will be determined by prior to dredging soundings and after dredging soundings.

4. Character of Materials

Big Bay: 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 varying proportions of sand and silt with organics. Organic material may include peat, branches, and other wood debris. Native material may be encountered in the overdepth prism, and consists of silty clay, gravel, and sandstone cobbles and boulders.

Lac La Belle: The material within the required dredging and overdepth prisms consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material contains varying proportions of sand and silt with organics. Organic material may include decomposed wood chips. Native material may be encountered in the overdepth prism, and consists of silty clay, gravel, and sandstone cobbles and boulders. This project is infrequently dredged and therefore the material density is not known.

5. Tolerances:

a. Shoal Tolerance: 0.5 feet vertical. See paragraph 1.20 SHOALS of SECTION 35 20 23 of the base specifications.

6. 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
Big Bay		
Required	2,500 cy	600 cy
Option	700 cy	300 cy
Lac la Belle		
Required	3,100 cy	700 cy
Option	600 cy	300 cy

7. 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>
Big Bay Harbor	1 June thru 30 April
Lac La belle Harbor	15 May thru 31 March

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

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 Duluth Area Office.

Section 00100 - Bidding Schedule/Instructions to Bidders

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
1% Marquette County	6.9%
1% Keweenaw County	

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 Marquette and Keweenaw Counties, Michigan.

(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: Jeffrey Gulan
Address: Duluth Area Office
Telephone: 218-720-5260 x35263

(End of provision)

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 the entire work ready for use not later than 10 November 2013 for the Base and both Options 1 & 2. 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 26 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)

52.211-18 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 within 15 days of receipt of 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)

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)

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	File	Drawing No.
Big Bay Harbor & Lac La Belle Harbor, MI FY13 Maintenance Dredging General Plan, Location Map. Notes, Typical Section & Legend	GI001	1 of 5
Big Bay Harbor, MI – FY13 Maintenance Dredging Dredge Plan	CN101	2 of 5
Lac La Belle Harbor, MI – FY13 Maintenance Dredging Dredge Plan	CN102	3 of 5
Lac La Belle Harbor, MI – FY13 Maintenance Dredging Dredge Plan	CN103	4 of 5
Lac La Belle Harbor, MI – FY13 Maintenance Dredging Dredge Plan	CN104	5 of 5

(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

TIME EXTENSION

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.

JAN	FEB	MAR	APR (1-15)	APR (16-30)	MAY	JUN	JUL	AUG	SEP	OCT	NOV (1-15)	NOV (16-30)	DEC
31	29	31	15	5	7	7	7	9	11	15	8	15	31

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)”.

CLAUSES INCORPORATED BY FULL TEXT

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

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)

52.231-5000 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 IV- MI Upper Peninsula, WI, MN.. 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)

WAGE RATES

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