

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-12-D-0003	2. DELIVERY ORDER/ CALL NO. 0004	3. DATE OF ORDER/ CALL (YYYYMMDD) 2013 Jul 12	4. REQ./ PURCH. REQUEST NO. W56MES22836821	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 NAME AND ADDRESS ROEN SALVAGE CO. 180 EAST REDWOOD ST STURGEON BAY WI 54235-2732	CODE	0GFJ5	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	\$1,393,900.00
			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		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		
			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	TAS::96 3123::TAS FFP FY13 Maintenance Dredging Duluth-Superior, WI & MN Funding for Bid Schedule Items 0001 through 0008 --For Accounting Purposes Only-- FOB: Destination MILSTRIP: W56MES22836821 PURCHASE REQUEST NUMBER: W56MES22836821	1	Job	\$1,273,900.00	\$1,273,900.00

NET AMT	\$1,273,900.00
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ACRN AA CIN: W56MES228368210001	\$1,273,900.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TAS::96 3122::TAS FFP FY13 Maintenance Dredging Duluth-Superior, WI & MN Funding for Bid Schedule Item 0009 --For Accounting Purposes Only-- FOB: Destination PURCHASE REQUEST NUMBER: W56MES22836821	1	Job	\$120,000.00	\$120,000.00

NET AMT	\$120,000.00
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ACRN AB CIN: W56MES228368210002	\$120,000.00
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BID SCHEDULE

PROJECT NAME: FY13 Maintenance Dredging at Duluth-Superior Harbor, Minnesota & Wisconsin

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.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0001	FY13 Maintenance Dredging Duluth-Superior Harbor, MN-WI	1	Job	<u>\$162,150.00</u>	<u>\$162,150.00</u>
	Mobilization and Demobilization				
0002	Dredging Area 3 to 29.0 feet below L.W.D				
0002AA	First 5,000 Cubic Yards	5,000	C Y	<u>\$10.50</u>	<u>\$52,500.00</u>
0002AB	Over 5,000 Cubic Yards	17,500	C Y	<u>\$9.50</u>	<u>\$166,250.00</u>
	Total Amount of Bid for Area 3				<u>\$218,750.00</u>
0003	Dredging – Area 11 to 27.5 feet below L.W.D.				
0003AA	First 7,000 Cubic Yards	7,000	CY	<u>\$10.50</u>	<u>\$73,500.00</u>
0003AB	Over 7,000 Cubic Yards	26,500	CY	<u>\$9.50</u>	<u>\$251,750.00</u>
	Total Amount of Bid for Area 11				<u>\$325,250.00</u>
0004	Dredging – Area 14 to 28.0 feet below L.W.D.				
0004AA	First 3,000 Cubic Yards	3,000	CY	<u>\$10.75</u>	<u>\$32,250.00</u>
0004AB	Over 3,000 Cubic Yards	12,000	CY	<u>\$9.75</u>	<u>\$117,000.00</u>
	Total Amount of Bid for Area 14				<u>\$149,250.00</u>
0005	Dredging – Area 16 to 28.0 feet				

below L.W.D.

0005AA	First 3,000 Cubic Yards	3,000	CY	<u>\$10.75</u>	<u>\$32,250.00</u>
0005AB	Over 3,000 Cubic Yards	3,000	CY	<u>\$9.75</u>	<u>\$29,250.00</u>
Total Amount of Bid for Area 16					<u>\$61,500.00</u>
0006	After Placement Surveys	1	Job	<u>\$10,000.00</u>	<u>\$10,000.00</u>
Total Amount of Base Bid					<u>\$926,900.00</u>
0007	Option 1 Dredging – Area 14 to 28.0 feet below L.W.D.				
0007AA	First 5,000 Cubic Yards	5,000	CY	<u>\$10.00</u>	<u>\$50,000.00</u>
0007AB	Over 5,000 Cubic Yards	17,000	CY	<u>\$9.00</u>	<u>\$153,000.00</u>
Option 1 Exercised					
Total Amount of Bid for Option 1 Area 14					<u>\$203,000.00</u>
0008	Option 2 Dredging – Area 16 to 28.0 feet below L.W.D.				
0008AA	First 9,000 Cubic Yards	9,000	CY	<u>\$10.00</u>	<u>\$90,000.00</u>
0008AB	Over 9,000 Cubic Yards	6,000	CY	<u>\$9.00</u>	<u>\$54,000.00</u>
Option 2 Exercised					
Total Amount of Bid for Option 2 Area 16					<u>\$144,000.00</u>
0009	Required Turbidity Curtain	1,600	LF	<u>\$75.00</u>	<u>\$120,000.00</u>
Total Amount of Proposal					<u>\$1,393,900.00</u>

NOTE 1: For Duluth-Superior Harbor, the Government may award Option 1 and /or Option 2, depending on the availability of funds. Options are based on 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.

SCOPE OF WORK

1. Mobilize dredge to Duluth-Superior Harbor. Dredge Area 3, 11, 14 and 16 as noted below and as directed by the Contracting Officer:

<u>Area</u>	<u>Required Depth</u>	<u>Option Depth</u>
3	29.0 ft.	-
11	27.5 ft.	-
14	28.0 ft	28.0 ft.
16	28.0 ft.	28.0 ft.

Place dredged materials within the in-water placement areas as indicated on the contract drawings and as specified herein. Area 3 shall be dredged first with deposition at Placement Area 1. The placement areas shall receive the following approximate amounts of dredged materials in the order shown below:

<u>Placement Area</u>	<u>Approximate Capacity</u>
1	24,000 cy
2	20,000 cy
3	18,500 cy
4 (optional)	All Remaining Quantity

The volumes specified above are approximate and will be determined from prior, after and check surveys. Discharge of dredged materials in the placement areas is required within the specified limits shown on the contract drawings. The intent is to maximize the elevation of placed materials as indicated on the typical cross sections shown on drawing Sheet DS107. The Contractor shall minimize the displacement of existing sediments during placement operations. If existing sediments are pushed above the water surface as the result of a mud wave, they may remain in place until completion of placement operations in the placement area. Displaced materials shall then be worked back into the placement area limits indicated on the drawings. The maximum elevations of the placed materials are noted on the contract drawings. If discharge of dredged materials is by hydraulic methods, a diffuser or baffle plate shall be installed at the discharge end of the pipeline. The plate shall be designed such that as the discharge strikes the plate, the discharge is sprayed in a radial fashion and allowed to fall vertically. The intent of the plate is to dissipate the energy of the effluent in such a manner as to maximize the amount of sediment that falls out within the discharge limits indicated on the drawings.

In order to maintain an acceptable clarity of water within the placement area and adjacent waters, the use of a turbidity curtain is required. The turbidity curtain shall be constructed from permeable PVC fabric and shall conform to U.S. DOT Type II and shall be located in the area and connected to anchor points as shown on Sheet DS106. The turbidity curtain cross sectional area shall extend full depth from the water surface to the existing bottom. The Contractor shall operate and maintain the turbidity curtain in accordance with the manufacturer's specifications. Nonconformance with manufacturers specifications shall be reported to the COR immediately and shall be corrected within 24 hours. The goal for implementation of the turbidity curtain is to minimize the area of turbidity generated by placement operations and prevent discoloration or substantial visual contrast of the waters outside the placement area. The Government will monitor placement area water quality inside and outside of the curtain for turbidity. At any time turbidity becomes visually apparent on the outside (lake side) of the placement areas a result of the Contractor's operations other than for vessels entering or leaving the placement area, the Contractor shall immediately modify his operations and take corrective measures to prevent a reoccurrence. Monitoring will continue for a period of 60 days after completion of placement operations. The Contractor shall maintain the turbidity curtain during this 60 day period. If the visual appearance of the water inside the curtain matches that outside the curtain, the COR may allow the curtain to be removed prior to the end of the 60 day period.

Dredging or any excavation of existing sediments at the placement area for the purposes of access for contractor equipment is prohibited.

At the completion of placement activities in each placement area, the contractor shall conduct hydrographic surveys. The survey shall encompass each placement area a minimum distance of 200 ft. from the Limit of Area for Discharge of Dredged Materials as shown on Sheet 106 and at lines and spacing no greater than the existing hydrographic survey shown. The Contractor shall furnish an ASCII file containing all data in an X, Y, Z and Descriptor format, compatible for use with Microstation Version 8. If HYPACK software is utilized the HYPACK line files shall be provided.

2. The survey information shown on the drawings is based on condition 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. 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.

4. The overdepth and side slope quantities for this Task Order are as follows:

Area 3	<u>Overdepth</u> 15,000 cy	<u>Sideslope</u> 500 cy
Area 11	<u>Overdepth</u> 23,000 cy	<u>Sideslope</u> 500 cy
Area 14	<u>Overdepth</u> 10,000 cy	<u>Sideslope</u> 500 cy
Area 16	<u>Overdepth</u> 2,000 cy	<u>Sideslope</u> 500 cy
Area 14 Option 1	<u>Overdepth</u> 15,000 cy	<u>Sideslope</u> 500 cy
Area 16 Option 2	<u>Overdepth</u> 2,500 cy	<u>Sideslope</u> 500 cy

5. Character of Materials. The character of materials for this dredging work is as described herein. Material dredged from the required dredging prism consists primarily of shoaled sand (medium to fine), silt, and organics. Sand with silt, densified in portions, is expected to be encountered in the overdepth dredging prisms as well as portions of the required dredging prisms. Native dense sand with gravel and cobbles, and smaller amounts of clay may be encountered in the overdepth prisms. Logs, wood debris, and boulders may also be encountered.

6. Tolerances - Paragraph 1.19, TOE OF SIDE SLOPES and Paragraph 1.20 SHOALS in SECTION 35 20 23 of the base specifications in the current MATOC ARE REMOVED for this Task Order. The following Paragraph 6.a is ADDED:

a. Shoals:

A tolerance of 0.5 feet above the required pay prism line, in the limit of required dredging area, will be allowed for acceptance of shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. Refer to the enclosed drawing titled "SHOAL TOLERANCE." The allowed shoaling shall not be continuous throughout the required dredging area. The limitations for individual shoals are as follows:

Maximum width:

Maximum width of each remaining shoal area not required to be removed shall be not more than five percent (5%) of the width of the limit of required dredging area or ten (10) feet, whichever is greater.

Longitudinal length:

Longitudinal length of each remaining shoal area not required to be removed shall be not more than twenty-five percent (25%) the width of the limit of required dredging area or fifty (50) feet, whichever is greater.

Cumulative width:

Cumulative width of remaining individual shoals not required to be removed within the shoal area, at any limit of required dredging area cross section, shall be not more than twenty-five percent (25%) of the full width of the limit of required dredging area or ten (10) feet, whichever is greater.

7. Special Project Procedures:

a. 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.

9. Submittals

The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Energy Dissipator/Baffle Plate; For Information Only

Provide drawings and or descriptions of devices proposed to be used to meet the requirements for placement of dredged materials as described in Paragraph 1.

SD-02 Shop Drawings – Turbidity Curtain

Fabrication and assembly drawings including descriptions of connections.

SD-03 Product Data – Turbidity Curtain.

Permeable PVC Fabric

Chain for Ballast

Flotation

Connector fabric

Draft

Section/end connectors

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

FAR 52.204-10 INFORMATION

1. In accordance with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010), is incorporated in this task order in full text.

2. In accordance with FAR 52.204-10, subparagraph (c)(1), required reporting information, the following information is provided for subparagraphs (x), (xi), (xii), (xiii) and (xiv):

(1) x - Awarding Agency Name and Code: U. S. Army Engineer District Detroit, MI; Agency Code: **96CE**

(2) xi - Funding Agency Name and Code: U. S. Army Engineer District Detroit, MI; Agency Code: **96CE**

(3) xii - Government Contracting Office Code: **W911XK**

(4) xiii- Treasury Account Symbol (TAS): **96 3123 and 96 3122**

(5) xiv – Applicable North American Industry Classification System code (NAICS): **237990**

3. The FFATA Subaward Reporting System (FSRS) will collect data from Federal prime contractors on subcontracts they award. Prime Contractors awarded a federal contract or order that is subject to Federal Acquisition Regulation Clause 52.204-10 (Reporting Executive Compensation and First-Tier Subcontract Awards) are required to file a FFATA subaward report by the end of the month following the month in which the prime contractor awards any subcontract greater than \$25,000. This reporting requirement will be phased-in as follows:

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

4. All other portions of the contract remain unchanged.

UPDATED WAGE DETERMINATION

Wage Determination IL18 dated 5 July 2013 has replaced IL18 dated 25 Jan 2013. The Contractor has 30 days to request an equitable adjustment if the wages had an impact on the bid and should include detailed information regarding the increase.

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.211-5000 EVALUATION OF SUBDIVIDED ITEMS (MAR 1995)--EFARS

Item Nos. 0002, 0003, 0004, 0005, 0007 and 0008 are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its sub-items.

(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)

52.222-23 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
1.0 % (minority) St. Louis County, MN Douglas County, WI	6.9% (female) St. Louis County, MN Douglas County, WI

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 St. Louis County, MN and Douglas County, WI.

(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: Mr. Steve Brossart
Address: Duluth Area Office
Telephone: 218-720-5266 ext. 35266

(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 ten (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 14 November 2013. 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 22 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)

52.211-12 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)

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, 0005, 0007 and 0008.

(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, 0005, 0007 and 0008 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, 0005, 0007 and 0008 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, 0005, 0007 and 0008 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 within 45 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)

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)

Section 00800 - Special Contract Requirements

PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the Contractor, and primary subcontractors. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 3230D85C96005050 NA 96203
AMOUNT: \$1,273,900.00
CIN W56MES228368210001: \$1,273,900.00

AB: 96X31220000 082427 32307H5L6D330717 NA 96203
AMOUNT: \$120,000.00
CIN W56MES228368210002: \$120,000.00

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 IV - MI Upper Peninsula, Minnesota & Wisconsin. 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:

FILE	DRAWING	SHEET
Duluth Superior Harbor, MN-WI FY13 Maintenance Dredging Title Sheet – Notes, Legend and General Plan	1	DS101
Duluth Superior Harbor, MN-WI FY13 Maintenance Dredging Dredge Plan –Area 3	2	DS102

Duluth Superior Harbor, MN-WI FY13 Maintenance Dredging Dredge Plan –Area 11	3	DS103
Duluth Superior Harbor, MN-WI FY13 Maintenance Dredging Dredge Plan –Area 14	4	DS104
Duluth Superior Harbor, MN-WI FY13 Maintenance Dredging Dredge Plan –Area 16	5	DS105
Duluth Superior Harbor, MN-WI FY13 Maintenance Dredging Dredged Material Placement Area Plan	6	DS106
Duluth Superior Harbor, MN-WI FY13 Maintenance Dredging Cross Sections	7	DS107

(End of clause)

WAGE DETERMINATION IL 18

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