

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W911XK-08-B-0010-0003	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	19-May-2008	1 OF 69

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. W911XK-08-C-0013	5. REQUISITION/PURCHASE REQUEST NO. W56MES80308647	6. PROJECT NO.
7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226 TEL: (313) 226-5148 FAX: (313) 226-2209	CODE W911XK	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME DARRYL K WILLIAMS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (313) 226-3648

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

FY08 Maintenance Dredging Superior Entry, WI/MN.
 FSC Code: Z216, NAICS Code: 237990
 Small Business Size: \$18.5Million
 Estimated Magnitude of the Project \$1,000,000.00 to \$5,000,000.00
 This Solicitation is being advertised as UNRESTRICTED

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 52.211-10 _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 02 May 2008 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
MCM MARINE INC
-DARWIN J. MCCOY
1065 EAST PORTAGE AVE
POST OFFICE BOX 922
SAULT STE MARIE MI 49783

15. TELEPHONE NO. *(Include area code)*
(906) 632-4316/440-3006

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
0LAW1

FACILITY CODE
0LAW1

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT
\$1,497,890.00

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY CODE

See Item 7

27. PAYMENT WILL BE MADE BY: CODE T0B0200
USACE FINANCE & ACCOUNTING CENTER
5722 INTEGRITY AVENUE
MILLINGTON TN 38054

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*
Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
MARILYN R HILL / Added by SUMI

30B. SIGNATURE

30C. DATE

TEL: (313) 226-5148 EMAIL: marilyn.r.hill@lre.usace.army.mil

31B. UNITED STATES OF AMERICA
BY *Marilyn R Hill*

31C. AWARD DATE
21-May-2008

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 0001

Solicitation Amendment No. 0001
For Solicitation No. W911XK-08-B-0010
FY08 Maintenance Dredging, Superior Entry, WI/MN

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CHANGES TO THE SPECIFICATIONS

DIVISION 00 – SOLICITATION, OFFER, AND AWARD

Section 00010 – Solicitation Contract Form

DELETE; Page 15 of 74, ITEM NO 0009AB,
ADD; Page 15 of 74, ITEM NO 0009AB, OPTION, Dredging Option – Area 14D, FFP, Over 16,000 Cubic Yards.
QUANTITY, 16,500 Cubic Yards, UNIT PRICE, AMOUNT, FOB: Destination, NET AMT_____.

DELETE; Page 16 of 74, ITEM NO 0010AA,
ADD; Page 16 of 74, ITEM NO 0010AA, Dredging Area 16, FFP, First 11,000 Cubic Yards. QUANTITY, 11,000
Cubic Yards, UNIT PRICE, AMOUNT, FOB: Destination, NET AMT_____.

DELETE; Page 16 of 74, ITEM NO 0010AB,
ADD; Page 16 of 74, ITEM NO 0010AA, Dredging Area 16, FFP, Over 11,000 Cubic Yards. QUANTITY, 21,000
Cubic Yards, UNIT PRICE, AMOUNT, FOB: Destination, NET AMT_____.

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 22 00.00 10 MEASUREMENT AND PAYMENT

DELETE; 1.3.2 Unit Price Items, Paragraph (2) Unit of measure:
ADD; 1.3.2 Unit Price Items, Paragraph
2) Unit of measure: Payment for all acceptably completed work required under SECTION 35 20 23 of the
specifications will be made at the applicable contract unit price per cubic yard for the payment items, Bid Item 0002
"Dredging Area 13" - "First 3,000 Cubic Yards" and "Over 3,000 Cubic Yards"; Bid Item 0003 "Dredging Option
Area 13/14" - "First 5,000 Cubic Yards" and "Over 5,000 Cubic Yards"; Bid Item 0004 "Dredging Area 14A" -
"First 6,000 Cubic Yards" and "Over 6,000 Cubic Yards"; Bid Item 0005 "Dredging Area 14B" - "First 11,000
Cubic Yards" and "Over 11,000 Cubic Yards"; Bid Item 0006 "Dredging Area 14C" - "First 22,000 Cubic Yards"
and "Over 22,000 Cubic Yards"; Bid Item 0007 "Dredging Option Area 14B" - "First 6,000 Cubic Yards" and
"Over 6,000 Cubic Yards"; Bid Item 0008 "Dredging Option Area 14C" - "First 3,000 Cubic Yards" and "Over
3,000 Cubic Yards"; Bid Item 0009 "Dredging Option Area 14D" - "First 16,000 Cubic Yards" and "Over 16,000
Cubic Yards"; Bid Item 0010 "Dredging Area 16" - "First 11,000 Cubic Yards" and "Over 11,000 Cubic Yards";
Bid Item 0011 "Dredging Area 17" - "First 19,000 Cubic Yards" and "Over 19,000 Cubic Yards".

END OF AMENDMENT

AMENDMENT 0002

Solicitation Amendment No. 0002
For Solicitation No. W911XK-08-B-0010
FY08 Maintenance Dredging, Superior Entry,
WI/MN

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CHANGES TO THE SPECIFICATIONS

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 23 DREDGING

DELETE; Subparagraph number “3.3.3.1 Location” and ADD; Subparagraph number “3.1.9.4.1 Location”.

ADD; Subparagraph 3.1.9.4.2 Placement Restriction – U.S.S. Essex Shipwreck Site

Direct placement of dredged materials within the area shown on the drawings is prohibited. The Contractor shall establish posts to mark the corners of the area as shown on the drawings. At the direction of the Contracting Officer, the Contractor may be required to re-direct or re-locate pipelines in order to ensure that placement is outside of the restricted area.

CHANGES TO PLANS

DELETE SHEET 6 of 6:

Duluth-Superior Harbor, MN-WI
FY08 Maintenance Dredging - Superior Entry
Government-Furnished
Placement Area

ADD SHEET 6 of 6:

Duluth-Superior Harbor, MN-WI
FY08 Maintenance Dredging - Superior Entry
Government-Furnished
Placement Area

END OF AMENDMENT

AMENDMENT 0003

Solicitation Amendment No. 0003
For Solicitation No. W911XK-08-B-0010
FY08 Maintenance Dredging, Superior Entry,
WI/MN

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CHANGES TO THE SPECIFICATIONS

CHANGES TO PLANS

DELETE SHEET 6 of 6:

Duluth-Superior Harbor, MN-WI
FY08 Maintenance Dredging - Superior Entry
Government-Furnished
Placement Area

ADD SHEET 6 OF 6 MENTIONED IN AMENDMENT NO. 0002

ADD SHEET 6 of 6:

Duluth-Superior Harbor, MN-WI
FY08 Maintenance Dredging - Superior Entry
Government-Furnished
Placement Area

END OF AMENDMENT

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY08 M/D SUPERIOR ENTRY MI&WI FFP MOBILIZATION AND DEMOBILIZATION FOB: Destination MILSTRIP: W56MES80308647 PURCHASE REQUEST NUMBER: W56MES80308647	1	Lump Sum	\$168,200.00	\$168,200.00

NET AMT \$168,200.00

ACRN AA \$168,200.00
CIN: W56MES803086470001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Dredging Area 13 FFP FOB: Destination				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Dredging Option - Area 13/14 FFP NOT EXERCISED FOB: Destination				
					<hr/>
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	Dredging Option - Area 13/14 FFP First 5,000 Cubic Yards NOT EXERCISED FOB: Destination	5,000	Cubic Yard	\$6.98	\$34,900.00
					<hr/>
NET AMT					\$34,900.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		15,500	Cubic Yard	\$6.98	\$108,190.00
OPTION	Dredging Option - Area 13/14 FFP Over 5,000 Cubic Yards NOT EXERCISED				

FOB: Destination

NET AMT	\$108,190.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Dredging Area 14A FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		6,000	Cubic Yard	\$6.98	\$41,880.00
	Dredging Area 14A FFP First 6,000 Cubic Yards FOB: Destination				
				NET AMT	\$41,880.00
	ACRN AA CIN: 00000000000000000000000000000000				\$41,880.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		15,000	Cubic Yard	\$6.98	\$104,700.00
	Dredging Area 14A FFP Over 6,000 Cubic Yards FOB: Destination				
				NET AMT	\$104,700.00
	ACRN AA CIN: 00000000000000000000000000000000				\$104,700.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Dredging Area 14B FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Dredging Area 14B FFP First 11,000 Cubic Yards FOB: Destination	11,000	Cubic Yard	\$6.98	\$76,780.00

NET AMT	\$76,780.00
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ACRN AA	\$76,780.00
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		18,500	Cubic Yard	\$6.98	\$129,130.00
	Dredging Area 14B FFP Over 11,000 Cubic Yards				

FOB: Destination

NET AMT \$129,130.00

ACRN AA \$129,130.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					
	Dredging Area 14C FFP FOB: Destination				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA		22,000	Cubic Yard	\$6.98	\$153,560.00
	Dredging Area 14C FFP First 22,000 Cubic Yards FOB: Destination				
				NET AMT	\$153,560.00
	ACRN AA CIN: 00000000000000000000000000000000				\$153,560.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		27,000	Cubic Yard	\$6.98	\$188,460.00
	Dredging Area 14C FFP Over 22,000 Cubic Yards FOB: Destination				
				NET AMT	\$188,460.00
	ACRN AA CIN: 00000000000000000000000000000000				\$188,460.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Dredging Option - Area 14B FFP FOB: Destination				
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA OPTION	Dredging Option - Area 14B FFP First 6,000 Cubic Yards NOT EXERCISED FOB: Destination	6,000	Cubic Yard	\$6.10	\$36,600.00
					NET AMT
					\$36,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		31,000	Cubic Yard	\$6.10	\$189,100.00
OPTION	Dredging Option - Area 14B FFP Over 6,000 Cubic Yards NOT EXERCISED				

FOB: Destination

NET AMT	\$189,100.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008					
OPTION	Dredging Option - Area 14C FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA		3,000	Cubic Yard	\$6.10	\$18,300.00
OPTION	Dredging Option - Area 14C FFP First 3,000 Cubic Yards NOT EXERCISED FOB: Destination				

NET AMT	\$18,300.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB		19,500	Cubic Yard	\$6.10	\$118,950.00
OPTION	Dredging Option - Area 14C FFP Over 3,000 Cubic Yards NOT EXERCISED FOB: Destination				

NET AMT	\$118,950.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Dredging Option - Area 14D FFP FOB: Destination				
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA OPTION	Dredging Option - Area 14D FFP First 16,000 Cubic Yards NOT EXERCISED FOB: Destination	16,000	Cubic Yard	\$6.10	\$97,600.00
					NET AMT
					\$97,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB		16,500	Cubic Yard	\$6.10	\$100,650.00
OPTION	Dredging Option - Area 14D FFP Over 16,000 Cubic Yards NOT EXERCISED				

FOB: Destination

NET AMT	\$100,650.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Dredging Area 16 FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA		11,000	Cubic Yard	\$6.98	\$76,780.00
	Dredging Area 16 FFP First 11,000 Cubic Yards FOB: Destination				
				NET AMT	\$76,780.00
	ACRN AA CIN: 00000000000000000000000000000000				\$76,780.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB		21,000	Cubic Yard	\$6.98	\$146,580.00
	Dredging Area 16 FFP Over 11,000 Cubic Yards FOB: Destination				
				NET AMT	\$146,580.00
	ACRN AA CIN: 00000000000000000000000000000000				\$146,580.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Dredging Area 17 FFP FOB: Destination				
					<hr/>
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA	Dredging Area 17 FFP First 19,000 Cubic Yards FOB: Destination	19,000	Cubic Yard	\$6.98	\$132,620.00
					<hr/>
				NET AMT	\$132,620.00
	ACRN AA CIN: 00000000000000000000000000000000				\$132,620.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB		29,000	Cubic Yard	\$6.98	\$202,420.00

Dredging Area 17
FFP
Over 19,000 Cubic Yards

FOB: Destination

NET AMT \$202,420.00

ACRN AA \$202,420.00
CIN: 00000000000000000000000000000000

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt I	Small Business Subcontracting Plan (Nov 2007) Alternate I	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007

52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	DEC 2007
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006

252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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 ninety (90) calendar days after receipt of the notice to proceed for the base period, and twenty (20) additional calendar days from the notice for Option Area 14B; ten (10) additional calendar days from the notice for Option 14C; twenty (20) additional calendar days from the notice for Option 14D, and ten (10) additional calendar days from the notice for Option 13/14. The time stated for completion shall include final cleanup of the premises.

(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 \$763.00 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)

52.217-7 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 60 days after award. 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)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\

Item 1			
Foreign construction material....
Domestic construction material....
Item 2			
Foreign construction material....
Domestic construction material....

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(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 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 regarding physical data.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (SEP 2006)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$55,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>
<http://farsite.hill.af.mil>
<http://acqnet.saalt.army.mil/library/default.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

- (1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;
- (2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and
- (3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

- (1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and
- (2) Deduct the cost of removal from any monies due or to become due to the Contractor; or
- (3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

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** percent of the lump sum price upon completion of the contractor's mobilization at the work site.
- (2) The remaining **forty** 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 FOR WEATHER

TIME EXTENSIONS

52.236-4020 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)(ER 415-1-5)

- 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 of or negligence of the contractor.

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

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY						
WORK DAYS BASED ON 7-DAY WORK WEEK						
JAN	FEB	MAR	APR		MAY	JUN
			(1-15)	(16-30)		
31	28	31	15	5	4	3
JUL	AUG	SEP	OCT	NOV		DEC
				(1-15)	(16-30)	
2	2	4	4	8	15	31

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)."

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 25206FK3C6005050 NA 96203
AMOUNT: \$1,497,890.00
CIN 00000000000000000000000000000000: \$1,329,690.00
CIN W56MES803086470001: \$168,200.00

CLAUSES INCORPORATED BY FULL TEXT

52.211-5000 EVALUATION OF SUBDIVIDED ITEMS (MAR 1995)--EFARS
Item Nos._0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, and 0011_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)

52.211-5001 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, and 0006, 0007, 0008, 0009, 0010, and 0011.

(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, 0006 0007, 0008, 0009, 0010, and 0011 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 Nos. _0002, 0003, 0004, 0005, 0006 0007, 0008, 0009, 0010, and 0011 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, 0006, 0007, 0008, 0009, 0010, and 0011 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)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

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 4. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File	Drawing No.
Duluth-Superior Harbor, MN-WI FY08 Maintenance Dredging Superior Entry General Plan, Location Map and Notes & General Legend For Dredge Plan Sheets		1 OF 6
Duluth-Superior Harbor, MN-WI FY08 Maintenance Dredging Superior Entry Dredge Plan – Area 13		2 OF 6
Duluth-Superior Harbor, MN-WI FY08 Maintenance Dredging Superior Entry Dredge Plan – Area 14		3 OF 6
Duluth-Superior Harbor, MN-WI FY08 Maintenance Dredging Superior Entry Dredge Plan – Area 16		4 OF 6
Duluth-Superior Harbor, MN-WI FY08 Maintenance Dredging Superior Entry Dredge Plan – Area 17		5 OF 6
Duluth-Superior Harbor, MN-WI FY08 Maintenance Dredging Superior Entry		6 OF 6

Government-Furnished
Placement Area

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the [USACE Detroit District](#) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the [USACE Detroit District](#) Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the [USACE Detroit District](#) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

SAFETY

HEALTH AND SAFETY STANDARDS: The facilities, systems and equipment design standards of the occupational Safety and Health Act, Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926, or EM 385-1-1 03 NOV 03, U.S. Army Corps of Engineers, Safety and Health Requirements Manual, whichever is more stringent, will be incorporated into all Engineering, Design and Analysis furnished, pursuant to this contract. Any problem in incorporating these standards due to conflicts with other technical criteria will be promptly submitted to the Contracting Officer for decision.

Contractor shall abide by the Safety Requirements specified EM 385-1-1.

U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1 03 November 2003:

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention Clause at FAR 52.236-16 and/or other safety provision s). EM 385-1-1 and its changes are available at <http://www.hq.usace.army> (at the HQ Homepage select Safety and Occupational Health). The contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Contract Clause for Dredging and Dredge Related Marine Work

“The Contractor shall comply with the provisions of EM385-1-1. If the Contractor is currently accepted participant in the Dredging Contractors of America (DCA/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP).

- 53 make available for review, upon request, the Contractor’s current Safety Management System (SMS) documentation.
- 54 submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS,
- 55 submit the current dredge(s) Certificate of Compliance based on third party audit, and
- 56 submit for review and acceptance, site-specific addends to the SMS as specified in the solicitation.

(End)

WAGE DETERMINATION ILLINOIS

General Decision Number: IL080018 03/14/2008 IL18

Superseded General Decision Number: IL20070018

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	02/08/2008
1	02/22/2008
2	03/07/2008
3	03/14/2008

* SUIL2003-001 01/01/2005

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
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MECHANIC

FLOATING EQUIPMENT:

Illinois

Class I.....	\$ 48.40	17.05+b&c
Class II.....	\$ 46.90	17.05+b&c
Class III.....	\$ 41.70	17.05+b&c
Class IV.....	\$ 34.70	17.05+b&c

FLOATING EQUIPMENT: Indiana

Class I.....	\$ 42.45	15.55+b&c
Class II.....	\$ 40.95	15.55+b&c
Class III.....	\$ 36.45	15.55+b&c
Class IV.....	\$ 30.30	15.55+b&c

FLOATING EQUIPMENT:

Michigan

Class I.....	\$ 32.30	19.37+b&c
Class II.....	\$ 30.80	19.37+b&c
Class III.....	\$ 27.45	19.37+b&c
Class IV.....	\$ 22.80	19.37+b&c

FLOATING EQUIPMENT:

Minnesota

Class I.....	\$ 36.20	12.95+b&c
Class II.....	\$ 34.70	12.95+b&c
Class III.....	\$ 30.90	12.95+b&c
Class IV.....	\$ 25.70	12.95+b&c

FLOATING EQUIPMENT:

New York:(Cattaraugus,
Chautauga, Erie and
Orleans Counties)

Class I.....	\$ 37.15	18.56+b&c
Class II.....	\$ 35.65	18.56+b&c
Class III.....	\$ 31.75	18.56+b&c
Class IV.....	\$ 26.40	18.56+b&c

FLOATING EQUIPMENT:

New York:(Cayuga,
Jefferson, Oswego, and St.
Lawrence Counties)

Class I.....	\$ 34.45	18.65+b&c
Class II.....	\$ 32.95	18.65+b&c
Class III.....	\$ 29.30	18.65+b+c
Class IV.....	\$ 24.40	18.65+b&c

FLOATING EQUIPMENT:

New York:(Monroe and Wayne
Counties and the City of
Rochester)

Class I.....	\$ 35.90	17.38+b&c
Class II.....	\$ 34.45	17.38+b&c

Class III.....	\$ 33.65	17.38+b&c
Class IV.....	\$ 30.35	17.38+b&c
FLOATING EQUIPMENT:		

New York:(Niagara)

Class I.....	\$ 34.60	18.15+b&c
Class II.....	\$ 33.10	18.15+b&c
Class III.....	\$ 29.45	18.15+b&c
Class IV.....	\$ 24.50	18.15+b&c
FLOATING EQUIPMENT:		

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

Class I.....	\$ 35.34	10.10+b&c
Class II.....	\$ 33.84	10.10+b&c
Class III.....	\$ 30.12	10.10+b&c
Class IV.....	\$ 25.04	10.10+b&c
FLOATING EQUIPMENT:		

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

Class I.....	\$ 33.63	10.10+b&c
Class II.....	\$ 32.13	10.10+b&c
Class III.....	\$ 28.60	10.10+b+c
Class IV.....	\$ 23.78	10.10+b&c
FLOATING EQUIPMENT:		

Pennsylvania:(Erie County):

Class I.....	\$ 30.90	12.69+b&c
Class II.....	\$ 29.40	12.69+b&c
Class III.....	\$ 26.20	12.69+b&c
Class IV.....	\$ 21.80	12.69+b&c
FLOATING EQUIPMENT:		

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

Class I.....	\$ 35.40	15.75+b&c
Class II.....	\$ 33.90	15.75+b&c
Class III.....	\$ 30.20	15.75+b&c
Class IV.....	\$ 25.10	15.75+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. Environmental 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 - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender
- 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) Deck Hand, Deck 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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

WAGE DETERMINATION WISCONSIN

General Decision Number: WI080019 02/29/2008 WI19

Superseded General Decision Number: WI20070019

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines), AND HOPPER DREDGE PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	02/29/2008

BOIL0107-001 07/01/2006

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 29.64	16.92
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 23.71	12.14

BRWI0001-002 06/04/2007

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 28.08	13.10

BRWI0002-002 06/01/2007

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.69	12.90

BRWI0002-005 06/01/2007

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.00	12.35

BRWI0003-002 06/04/2007		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 27.98	13.20

BRWI0004-002 06/04/2007		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.38	14.05

BRWI0006-002 06/04/2007		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 28.23	12.95

BRWI0007-002 06/04/2007		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.10	13.75

BRWI0008-002 06/01/2006		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.75	12.65

BRWI0009-001 06/04/2007		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 27.98	13.20

BRWI0011-002 06/04/2007

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 27.98	13.20

BRWI0013-002 06/04/2007

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.46	13.41

BRWI0019-002 06/04/2007

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 27.73	13.45

BRWI0021-002 06/04/2007

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.67	13.20

BRWI0034-002 06/04/2007

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	13.35

CARP0087-001 05/01/2007

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 26.76	11.61

CARP0252-002 05/27/2007

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 26.11	12.76
Millwright.....	\$ 27.71	12.76
Piledriver.....	\$ 26.61	12.76

 CARP0252-010 05/27/2007

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 23.82	11.26
Millwright.....	\$ 27.71	11.26
Pile Driver.....	\$ 24.81	10.43

 CARP0264-003 06/01/2006

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 28.41	12.84

 CARP0361-004 05/01/2007

BAYFIELD (Western 1/3) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 28.62	12.90

 CARP2337-001 06/01/2006

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 25.76	17.27
Zone B.....	\$ 22.98	17.27

 CARP2337-003 06/01/2006

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 26.53	16.84
Zone B.....	\$ 25.38	16.84
Zone C.....	\$ 25.17	13.78

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ZONE C: DODGE, JEFFERSON & WALWORTH COUNTIES

 ELEC0014-002 06/01/2007

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 28.91	27.8%+6.60

 ELEC0127-002 06/01/2007

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 32.53	28%+7.05

 ELEC0158-002 06/01/2007

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 26.75	26.75%+7.12

 ELEC0159-003 12/01/2007

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.00	3%+15.07

ELEC0219-004 06/04/2007		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$90,000.....	\$ 26.73	14.40
Electrical contracts under		
\$90,000.....	\$ 24.53	14.34

ELEC0242-005 06/03/2007		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 29.91	59.25%

ELEC0388-002 03/01/2007		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 27.68	15.23

ELEC0430-002 06/01/2006		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 30.52	15.64

ELEC0494-005 12/30/2007		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.08	14.5%+\$13.50

 ELEC0494-006 06/01/2007

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 27.31	14.5%+\$13.50

 ELEC0577-003 06/01/2007

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 26.84	26.3%+7.13

 ELEC0890-003 06/01/2006

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 27.75	26.75%+7.66

 ELEC0953-001 06/01/2006

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 31.66	4.75+29%
(2) Heavy Equipment Operator.....	\$ 28.49	4.75+29%
(3) Equipment Operator.....	\$ 25.33	4.75+29%
(4) Heavy Groundman Driver..	\$ 22.16	4.75+29%
(5) Light Groundman Driver..	\$ 20.58	4.75+29%
(6) Groundsman.....	\$ 17.41	4.75+29%

 ENGI0139-001 06/01/2007

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 33.51	16.30
Group 2.....	\$ 33.01	16.30
Group 3.....	\$ 32.51	16.30
Group 4.....	\$ 32.22	16.30
Group 5.....	\$ 30.34	16.30
Group 6.....	\$ 25.19	16.30

EPA PREMIUMS:

Level "A" Protection: \$3.00 per hour
 Level "B" Protection: \$2.00 per hour
 Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) having a manufacturer's rated capacity of 3 cu yds and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoes (excavators) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery-moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and

Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Gringer/Chipper (Large); Timber Shear, Processor, Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandlers (over 8000 lbs). Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Stump Chippers (large); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Screed Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Prestress Machines; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors, over and under 400 CFM; Generators, over and under 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Conveyor; Forklifts; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/04/2007

STATEWIDE (Except Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha)

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 30.62	15.80
Group 2.....	\$ 29.62	15.80
Group 3.....	\$ 29.12	15.80
Group 4.....	\$ 28.59	15.80
Group 5.....	\$ 26.52	15.80
Group 6.....	\$ 25.89	15.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) having a manufacturer's rated capacity of 3 cu yd and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) under 3 cu yd; Travelling

Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete and Grout Pumps; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators, over or under 150 kw; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Conveyor; Elevator Operator

IRON0008-002 06/01/2005

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 25.31	15.78

IRON0008-003 06/01/2007

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 28.96	17.89

IRON0383-001 06/01/2007

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.30	14.74

IRON0512-008 07/01/2007

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.60	18.72

IRON0563-004 07/01/2007

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 27.36	17.75

* LABO0113-002 06/01/2007

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22.51	13.43
Group 2.....	\$ 22.66	13.43
Group 3.....	\$ 22.86	13.43
Group 4.....	\$ 23.01	13.43
Group 5.....	\$ 23.16	13.43
Group 6.....	\$ 19.00	13.43

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

* LABO0113-003 06/01/2007

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.76	13.43
Group 2.....	\$ 21.86	13.43
Group 3.....	\$ 21.91	13.43
Group 4.....	\$ 22.11	13.43
Group 5.....	\$ 21.96	13.43
Group 6.....	\$ 18.85	13.43

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

* LABO0140-002 06/01/2007

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 22.97	11.15
Group 2.....	\$ 23.07	11.15
Group 3.....	\$ 23.12	11.15
Group 4.....	\$ 23.32	11.15
Group 5.....	\$ 23.17	11.15
Group 6.....	\$ 19.60	11.15

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated)

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Socialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

* LABO0237-002 06/01/2007

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 20.72	14.28
Group 2.....	\$ 20.87	14.28
Group 3.....	\$ 21.07	14.28

Group 4.....	\$ 21.04	14.28
Group 5.....	\$ 21.37	14.28
Group 6.....	\$ 17.86	14.28

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

 * LABO0464-003 06/01/2007

DANE COUNTY

	Rates	Fringes
Laborers:		
Group 1.....	\$ 23.25	11.15
Group 2.....	\$ 23.35	11.15
Group 3.....	\$ 23.40	11.15
Group 4.....	\$ 23.60	11.15
Group 5.....	\$ 23.45	11.15
Group 6.....	\$ 19.60	11.15

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2007

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 26.66	11.82
Spray, Sandblast, Steel....	\$ 27.26	11.82
Repaint:		
Brush, Roller.....	\$ 25.16	11.82
Spray, Sandblast, Steel....	\$ 25.76	11.82

PAIN0108-002 06/01/2007

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 25.50	13.36
Spray & Sandblast.....	\$ 26.50	13.36

PAIN0259-002 05/01/2007

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
Painters:.....	\$ 23.01	11.80

PAIN0259-004 05/01/2007

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 19.33	8.05

* PAIN0781-002 06/01/2007

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 26.14	13.40

Brush.....	\$ 25.79	13.40
Spray & Sandblast.....	\$ 26.54	13.40

PAIN0802-002 06/01/2007

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 24.00	11.60
Structural Steel, Spray,		
Bridges.....	\$ 25.00	11.60

PAIN0802-003 06/01/2007

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
Painters:.....	\$ 20.32	8.52

PAIN0934-001 06/01/2007

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 25.86	13.00
Spray.....	\$ 26.86	13.00
Structural Steel.....	\$ 26.01	13.00

PAIN1011-002 06/01/2007

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 21.50	7.99

PLAS0599-010 06/01/2007

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 28.27	12.73
Area 2 (BAC).....	\$ 27.00	12.35
Area 3.....	\$ 26.10	13.65
Area 4.....	\$ 26.82	12.93
Area 5.....	\$ 26.97	12.78
Area 6.....	\$ 24.08	15.67

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/01/2007

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 32.15	14.05

PLUM0075-002 06/01/2007

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 33.65	12.59

PLUM0075-004 06/01/2007

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.90	12.59

PLUM0075-009 06/01/2007

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 33.50	11.84

 PLUM0118-002 06/01/2007

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 31.46	15.54

 PLUM0400-003 06/01/2007

ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 30.16	12.98

 PLUM0434-002 12/02/2007

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 29.70	12.93

 PLUM0506-007 06/01/2003

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER		
(1) Jobs where plumbing bid is \$50,000 or less.....	\$ 20.56	12.05
(2) All other work.....	\$ 25.71	12.05

 TEAM0039-002 05/01/2007

	Rates	Fringes
Truck drivers:		
1 & 2 Axle Trucks.....	\$ 22.20	13.24
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....	\$ 22.35	13.24

SELF-PROPELLED HOPPER DREDGE:

Drag Tender \$ 8.78 \$4.23+A

FOOTNOTE:

A. Paid Holidays: New years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday (August 20), Veteran,s Day, Thanksgiving Day, and Christmas Day

WELL DRILLER \$16.52 \$3.70

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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