

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-08-B-0027-0003	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 29-Aug-2008	PAGE OF PAGES 1 OF 34
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO. W911XK-08-C-0026	5. REQUISITION/PURCHASE REQUEST NO. W56MES81234861	6. PROJECT NO.
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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:
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9. FOR INFORMATION CALL:	A. NAME THOMAS O MCKAY	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313 226-6433
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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 SWITCHGEAR ASSEMBLY A REPLACEMENT

NAICS CODE IS 238210, SMALL BUSINESS SIZE STANDARD IS \$13,000,000

ESTIMATED COST RANGE IS \$250,000-\$500,000

This Project is being solicited under the Competitiveness Demonstration Program, FAR 19-10 as UNRESTRICTED.

11. The Contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

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 19 Aug 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 90 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)*
J RANCK ELECTRIC INC
1993 GOVER PKWY
MOUNT PLEASANT MI 48858-8137

15. TELEPHONE NO. *(Include area code)*
(989) 775-7393

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

See Item 14

CODE
1DZY2

FACILITY CODE

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
\$237,700.00

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

964145

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
29-Aug-2008

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	REPLACE SWITCHGEAR ASSEMBLY A. FFP REPLACE THE EXISTING 440 VOLT SWITCHGEAR WITH A MOTOR CONTROL CENTER CONTAINING INCOMING FEEDER BREAKERS AND TIE BREAKERS ALL INTERLOCKED TO PREVENT UNWANTED INTERCONNECTION OF POWER SOURCES. THE NEW MCC EQUIPMENT WILL ALSO INCLUDE VARIABLE SPEED DRIVES TO POWER AND CONTROL THE TWO 300 HP DEWATERING PUMPS, A SOLID-STATE REDUCED VOLTAGE CONTROLLER TO POWER AND CONTROL THE 75 HP DEWATERING PUMP AND COMBINATION MOTOR STARTERS OR CIRCUIT BREAKERS TO SERVE ALL OTHER REQUIRED LOADS. FOB: Destination MILSTRIP: W56MES81234861 PURCHASE REQUEST NUMBER: W56MES81234861	1	Lump Sum	\$237,700.00	\$237,700.00
				NET AMT	\$237,700.00
				ACRN AA CIN: W56MES812348610001	\$237,700.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001 22-JUL-2008 1 SOO AREA OFFIC
119 E. WATER ST.
SAULT STE. MARIE MI 49783-2445
FOB: Destination

CHANGES TO SPECIFICATIONS

CHANGES TO THE SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 11 00.00 40 SUMMARY OF WORK

DELETE: 1.3 SUBMITTALS, Temporary Power Plan; G-AOF

ADD: 1.3 SUBMITTALS, Temporary Power Plan; G-AOF

The Contractor shall be required to provide a Temporary Power Plan. No circuit shall be deenergized for over ten (10) days. Contractor shall adhere to SECTION 01 35 13.10 SPECIAL PROJECT PROCEDURES, 1.2 SUBMITTALS, Temporary Power Plan.

CHANGES TO THE PLANS

DELETE: SHEET 4 OF 6, NOTE 1.

ADD: SHEET 4 OF 6, NOTE 1.

1. TRANSFORMER NAMEPLATE DATE CAN BE OBTAINED BY CONTACTING SOO AREA OFFICE FOR THE TWO EXISTING TRANSFORMERS.

END OF AMENDMENT

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.204-7	Central Contractor Registration	APR 2008
52.211-13	Time Extensions	SEP 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
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
52.222-15	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
52.225-9	Buy American Act--Construction Materials	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
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
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-21	Specifications and Drawings for Construction	FEB 1997
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
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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)

52.225-9 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:
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)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (NOV 2006)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(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):

<https://www.arnet.gov/far>

<https://farsite.hill.af.mil>

<https://acqnet.saalt.army.mil/library/default.htm>

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
 - (A) Noncommercial items; or
 - (B) Commercial items that--
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 32300FH0L4017380 NA 96203
AMOUNT: \$237,700.00
CIN W56MES812348610001: \$237,700.00

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 120 days after receipt of the notice to proceed. 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 \$762 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)

52.231-5000 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 Sault St. Marie, Michigan. 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)

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, Mr. David Luff, 477 Michigan Avenue, Detroit, MI 48226 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 USACE Detroit District, Mr. David Luff, 477 Michigan Avenue, Detroit, MI 48226 Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, USACE Detroit District, Mr. David Luff, 477 Michigan Avenue, Detroit, MI 48226 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)

WAGE DETERMINATION MI 90

General Decision Number: MI080090 07/25/2008 MI90

Superseded General Decision Number: MI20070090

State: Michigan

Construction Type: Heavy

County: Chippewa County in Michigan.

HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number	Publication Date
0	02/08/2008
1	03/21/2008
2	04/11/2008
3	05/02/2008
4	06/06/2008
5	06/13/2008
6	06/20/2008
7	07/25/2008

BOIL0169-005 01/01/2007

	Rates	Fringes
BOILERMAKER (Excluding tank building).....	\$ 29.877	20.234

* BRMI0006-002 05/01/2008		
	Rates	Fringes
Bricklayer; marble, terrazzo and tile setter.....	\$ 25.01	12.99
CEMENT MASON/CONCRETE FINISHER...	\$ 25.01	12.99
Pointer, caulker and cleaner....	\$ 25.01	12.99

FOOTNOTES: Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

CARP1510-002 06/01/2007

	Rates	Fringes
CARPENTER		
(Includes concrete form work).....	\$ 24.82	11.01
MILLWRIGHT.....	\$ 29.03	11.23
Piledriver.....	\$ 25.02	11.01

FOOTNOTES:

Waterfront work on the Great Lakes or connecting water navigable to Lake carriers: \$0.20 per hour additional.

Work on industrial construction, defined as industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes: \$.30 per hour additional.

ELEC0876-004 06/01/2007

	Rates	Fringes
Line Construction: cable splicer.....	\$ 32.71	3.75+21.5%
Line Construction: light equipment operator/ground person/truck driver/ground person winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under.....	\$ 20.70	3.75+21.5%
Line Construction: line technician.....	\$ 31.41	3.75+21.5%
Line Construction: operator/ground person digger, tractor and		

setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over.....	\$ 23.62	3.75+21.5%
Line Construction: truck driver/ground person		
trucks with winch or boom or dump, other than distribution work.....	\$ 19.70	3.75+21.5%

FOOTNOTE:

Operators of 5/8 yd. rated capacity backhoe or over, and operators of 25 ton, rated capacity, crane or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

ELEC1070-004 06/01/2006

	Rates	Fringes
Electricians:		
Contracts \$85,000 and under..	\$ 24.80	13.18+4%
Contracts over \$85,000.....	\$ 26.80	13.18+4%

FOOTNOTE: Low scale is not applicable on industrial work.

ENGI0324-012 05/01/2008

	Rates	Fringes
Power Equipment Operator (STEEL ERECTION:)		
Compressor, welder and forklift.....	\$ 24.11	16.47
Crane operator, main boom & jib 120' or longer.....	\$ 27.86	16.47
Crane operator, main boom & jib 140' or longer.....	\$ 28.11	16.47
Crane operator, main boom & jib 220' or longer.....	\$ 28.36	16.47
Mechanic with truck and tools.....	\$ 28.86	16.47
Oiler and fireman.....	\$ 22.81	16.47
Regular operator.....	\$ 27.36	16.47

Crane Operator with main boom and jib 300 feet or longer shall be paid an additional \$1.50 per hour above the 220' of boom and jib rate.

Crane Operator with main boom and jib 400 feet or longer shall be paid an additional \$1.50 per hour above the 300

foot of boom wage rate \$3.00.

ENGI0326-001 05/01/2008

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 25.07	16.75
GROUP 2-A.....	\$ 24.97	16.75
GROUP 2-B.....	\$ 24.75	16.75
GROUP 3.....	\$ 23.97	16.75
GROUP 4.....	\$ 23.47	16.75

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher(except service), backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2-4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled), trencher service and grader(maintenance)

GROUP 4: Oiler, grease person, hydrostatic testing operator

ENGI0326-014 05/01/2008

	Rates	Fringes
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Power equipment operators
(includes underground
construction):

Crane operator, main boom & jib 120' or longer.....\$ 27.46	16.47
Crane operator, main boom & jib 140' or longer.....\$ 27.71	16.47
Crane operator, main boom & jib 220' or longer.....\$ 27.96	16.47
GROUP 1.....\$ 26.96	16.47
GROUP 2.....\$ 23.71	16.47
GROUP 3.....\$ 23.13	16.47
GROUP 4.....\$ 22.19	16.47
Mechanic with truck and tools.....\$ 28.46	16.47

FOOTNOTES:

Swing boom truck operator over 15 tons: \$.50 per hour additional. Hydraulic crane operator 75 tons and under: \$.75 per hour additional. Hydraulic crane operator over 75 tons: \$1.00 per hour additional. Lattice boom crane operator: \$1.50 per hour additional. Crusher pit, shaft and tunnel workers: \$2.00 per hour additional. Premium rate: main boom and jib 300 feet or longer is \$1.50 per hour above the 220 ft. boom and jib rate. Premium rate: main boom and jib 400 feet or longer is \$3.00 per hour above the 220 ft. boom and jib rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Regular equipment operator, crane, dozer, front end loader, job mechanic, pumpcrete and squeezecrete, welder, concrete pump, excavator, milling and pulverizing machines, scraper (self-propelled and tractor drawn), welder

GROUP 2: Air track drill, boom truck (non-swing), concrete mixer, material hoist and tugger, pump 6" and over, beltcrete, sweeping machine, trencher, winches, well points and freeze systems

GROUP 3: Air compressor, conveyor, concrete saw, farm tractor (without attachments), fork truck, generator, guard post driver, mulching machine, pumps under 6-in., welding machine and grease person

GROUP 4: Oiler, fire tender, heater operator, brock concrete breaker, elevators (other than passenger, end dumps and skid steer

Crane Operator with main boom and jib 300' or longer shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the 220' of boom and jib wage rate.

Crane Operator with main boom and jib 400' or longer shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the 300 foot of boom wage rate (\$3.00)

ENGI0326-016 10/01/2007

Rates Fringes

Power equipment operators -
sewer relining:

GROUP 1.....	\$ 27.05	11.00
GROUP 2.....	\$ 25.52	11.00

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0326-017 10/01/2007

Rates Fringes

Power equipment operators -
hazardous waste removal:

LEVEL A:

Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 32.47	15.75
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 32.77	15.75
GROUP 1.....	\$ 29.82	15.75
GROUP 2.....	\$ 25.42	15.75

Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....

	\$ 30.79	15.75
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LEVEL B AND C:

Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 31.41	15.75
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 31.73	15.75
GROUP 1.....	\$ 28.87	15.75

GROUP 2.....	\$ 24.48	15.75
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....		
	\$ 29.84	15.75
LEVEL D WHEN CAPPING LANDFILL:		
Engineer when operating crane with boom and jib or leads 140' or longer....		
	\$ 29.97	15.75
Engineer when operating crane with boom and jib or leads 220' or longer....		
	\$ 30.27	15.75
GROUP 1.....	\$ 27.32	15.75
GROUP 2.....	\$ 22.93	15.75
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....		
	\$ 28.29	15.75
LEVEL D:		
Engineer when operating crane with boom and jib or leads 140' or longer....		
	\$ 30.22	15.75
Engineer when operating crane with boom and jib or leads 220' or longer....		
	\$ 30.52	15.75
GROUP 1.....	\$ 27.57	15.75
GROUP 2.....	\$ 23.18	15.75
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator....		
	\$ 28.54	15.75

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slop paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), well drilling rig and hydro excavator

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, welding machine and water wagon

IRON0008-006 06/01/2008

	Rates	Fringes
IRONWORKER (Metal Building Erection).....	\$ 22.70	6.60
IRONWORKER: Reinforcing and Structural		
General contracts		
\$10,000,000 or greater.....	\$ 26.13	18.72
General contracts less than \$10,000,000.....	\$ 23.69	18.72

IRON0008-009 06/01/2008

	Rates	Fringes
IRONWORKER (Metal Building Erection).....	\$ 22.70	6.60
IRONWORKER: Reinforcing and Structural		
Contracts \$10,000,000 or greater.....	\$ 26.13	18.72
Contracts less than \$10,000,000.....	\$ 23.69	18.72

LABO0005-021 10/01/2007

	Rates	Fringes
Laborers - hazardous waste abatement:		
Work performed inside the building and up to and including 5 ft. outside the building:		
Level A, B or C.....	\$ 21.84	9.64
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.84	9.64
Work performed over 5 ft. outside the building:		
Level A, B or C.....	\$ 20.43	8.99

Work performed in
 onjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 19.43 8.99

LABO0259-004 09/01/2007

Rates Fringes

Laborers - tunnel, shaft and
 caisson:

GROUP 1.....	\$ 22.20	9.05
GROUP 2.....	\$ 22.29	9.05
GROUP 3.....	\$ 22.39	9.05
GROUP 4.....	\$ 22.55	9.05
GROUP 5.....	\$ 22.81	9.05
GROUP 6.....	\$ 23.12	9.05
GROUP 7.....	\$ 15.39	9.05

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog
 house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer
 tender, mortar, material mixer, fence erector and guard
 rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and
 grinder), first bottom, second bottom, cage tender, car
 pusher, carrier, concrete, concrete form, concrete repair,
 cement invert laborer, cement finisher, concrete shoveler,
 conveyor, floor, gasoline and electric tool operator,
 gunite, grout operator, welder, heading dinky person,
 inside lock tender, pea gravel operator, pump, outside lock
 tender, scaffold, top signal person, switch person, track,
 tugger, utility person, vibrator, winch operator, pipe
 jacking, wagon drill and air track operator and concrete
 saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner
 plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key
 board operator, power knife operator, reinforced steel or
 mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting,
 cutting, mulching and top soil grading; and the restoration

of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and descripton and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

LABO0260-008 08/01/2007

	Rates	Fringes
Asbestos Laborer		
Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished;		
loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....		
	\$ 21.48	10.75

LABO0334-002 09/01/2007

	Rates	Fringes
Laborers - open cut:		
GROUP 1.....	\$ 19.28	9.05
GROUP 2.....	\$ 19.42	9.05
GROUP 3.....	\$ 19.55	9.05
GROUP 4.....	\$ 19.60	9.05
GROUP 5.....	\$ 19.65	9.05
GROUP 6.....	\$ 17.03	9.05
GROUP 7.....	\$ 15.14	9.05

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person, cement finisher

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work, installation and repair of water service pipe appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

LABO1076-006 04/01/2008

Rates Fringes

LABORER (Distribution rates)

Telephone Work: (Zone 3)....\$ 13.27	9.25
Telephone Work: (Zone 4)....\$ 13.64	9.25

Telephone Work: (Zone 5)....\$ 12.94	9.25
Zone 1: All other work.....\$ 18.37	9.30
Zone 2: All other work.....\$ 17.09	9.30
Zone 3: All other work.....\$ 15.47	9.25
Zone 4: All other work.....\$ 14.84	9.25
Zone 5: All other work.....\$ 14.84	9.25

Duct Work Pay: \$.40 per hour above the base pay rate.

Zones:

- Zone 1-Macomb,Oakland and Wayne
- Zone 2-Monroe and Washtenaw
- Zone 3-Bay ,Genesee,Lapeer,Midland,Saginaw,Sanilac,Shiawassee and St. Clair
- Zone 4-Alger,Baraga,Chippewa,Delta, Dickinson,Gogebic,Houghton,Iron,Keweenaw,Luce, Mackinaw,Marquette,Menominee,Ontonagon and Schoolcraft
- Zone 5-Remaining counties in Michiga

LABO1329-002 05/01/2008

Rates Fringes

Laborers:

Commercial Construction	
GROUP 1.....\$ 19.97	10.10
GROUP 2.....\$ 20.37	10.10
GROUP 3.....\$ 20.72	10.10
GROUP 4.....\$ 18.02	10.10
GROUP 5.....\$ 22.02	10.10
Industrial Construction	
GROUP 1.....\$ 21.58	10.10
GROUP 2.....\$ 21.98	10.10
GROUP 3.....\$ 22.33	10.10
GROUP 4.....\$ 18.17	10.10
GROUP 5.....\$ 23.63	10.10

FOOTNOTE: Work on waterfront work (working over water) on the Great Lakes or connecting waters navigable to lake carriers: \$0.75 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers on building and heavy construction work, storm and sanitary sewers, tool crib attendant, Civil Engineer helper, rodman, oxi-gun operator, workers using propane or acetylene cutting torch, motor-driven buggies, chipping hammers, tamping machines, green cutting (whether run by air, electric or gas), sandblasters, mason tenders, Mortar mixer, material mixer (whether done by hand or machine), vibrator operator, concrete mixer, laborer with concrete crew, mixer to pour,

including pour from trucks

GROUP 2: Cement gun nozzle operator, blaster, miner, driller,
buster operator, layer of all non-metallic pipe

GROUP 3: Caisson worker and airtrack

GROUP 4: Watchman, Fire watch and Hole watch

GROUP 5: Digester, tanks & kilns

PLUM0190-006 05/01/2008

	Rates	Fringes
Gas Distribution Pipeline		
Welding in conjunction		
with gas distribution		
pipeline work.....	\$ 27.63	15.64
All other work.....	\$ 20.26	9.90

PLUM0506-012 06/01/2008

	Rates	Fringes
PIPEFITTER.....	\$ 28.11	16.25

SHEE0007-019 06/01/2006

	Rates	Fringes
Sheet metal worker.....	\$ 26.62	15.40

SUMI2000-008 05/05/2000

	Rates	Fringes
BUILDING CONSTRUCTION		
Tank Builder.....	\$ 19.50	1.04
LABORER: Chain Saw.....	\$ 14.29	
Landscape Laborer.....	\$ 13.20	4.01
Truck drivers:		
Boom Truck.....	\$ 17.40	5.52
Truck Driver - 2 axle.....	\$ 16.41	4.30
Truck driver - 3 axle.....	\$ 16.83	7.44
WELL DRILLER (water well).....	\$ 27.59	.13

FOOTNOTES:

Marble, terrazzo & tile finishers: \$0.25 per hour above the

laborer's rate. Same fringe benefit package as the bricklayer.

Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

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Rates Fringes

Truck drivers - underground construction:

GROUP 1.....	\$ 20.92	a
GROUP 2.....	\$ 21.06	a
GROUP 3.....	\$ 21.25	a

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including, but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

FOOTNOTE:

a. 172.80 per week+34.00 per day.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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.

END OF GENERAL DECISION