

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-08-B-0020-0002	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05-Sep-2008	PAGE OF PAGES 1 OF 82
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO. W911XK-08-C-0023	5. REQUISITION/PURCHASE REQUEST NO. W56MES80858282	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  <b>See Item 7</b>  TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME MARILYN R HILL	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (313) 226-5148
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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 FOX RIVER GATE AUTOMATION  
FY08 Fox River Gate Automation - Kaukauna Area Office, Cedars Dam, Little Chute Dam, Kaukauna Upper Dam, Appleton Lower Dam, Appleton Upper Dam, Menasha Dam, Rapid Croche Dam, Little Kaukauna Dam & De Pere Dam, Wisconsin

THIS PROCUREMENT IS 100% SET-ASIDE FOR SMALL BUSINESS

NAICS CODE IS 237990 AND THE SMALL BUSINESS SIZE STANDARD IS \$31,000,000.00

ESTIMATED RANGE OF CONSTRUCTION IS \$500K - \$1M

11. The Contractor shall begin performance within 10 calendar days and complete it within 180 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 05 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 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)*  
 AH WEST GROUP, LLC  
 ROBERT STEPHENSON  
 103 W COLLEGE AVE STE 610  
 APPLETON WI 54911-5744

15. TELEPHONE NO. *(Include area code)*  
 (920) 202-3489

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

CODE  
4EJN9

FACILITY CODE  
4EJN9

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  
**\$716,600.00**

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  
 05-Sep-2008

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT NO. 0001

Solicitation Amendment No. 0001  
For Solicitation No. W911XK-08-B-0020  
FY08 Fox River Gate Hoist Automation, Wisconsin

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**CHANGES TO THE PLANS**

Electrical Changes and Clarifications

Change Drawings as Follows:

1. Sheet E-15, Coord. D-6, KEY NOTES:

Add new Note 7 to read "7. ONLY ONE DUAL MODE MOTION SENSOR REQUIRED AT EACH SITE. FOR LOCATION SEE INDIVIDUAL SITE EQUIPMENT LOCATION PLANS."

2. Sheet E-16, Coord. D-6, KEY NOTES:

Change Note 5 to read "USE STAINLESS STEEL STRAPPING AND PVC COATED STRUT TO ATTACH INCLINOMETER TO GATE ARM. PROVIDE ADJUSTABLE MOUNTING BRACKET ASSEMBLY TO PERMIT ADJUSTMENT OF INCLINOMETER BASE TO WITHIN 20 DEGREES OF HORIZONTAL AT APPLETON LOWER B DAM (5 TAINTER GATES). SEE SITE DIMENSIONAL CONFIGURATION CHART SHEET E-05"

3. Sheet E-17, Coord. D-6, KEY NOTES:

Change Note 5 to read "USE STAINLESS STEEL STRAPPING AND PVC COATED STRUT TO ATTACH INCLINOMETER TO GATE ARM. PROVIDE ADJUSTABLE MOUNTING BRACKET ASSEMBLY TO PERMIT ADJUSTMENT OF INCLINOMETER BASE TO WITHIN 20 DEGREES OF HORIZONTAL AT APPLETON LOWER B DAM (5 TAINTER GATES). SEE SITE DIMENSIONAL CONFIGURATION CHART SHEET E-05"

4. Sheet E-18, Coord. E-6, KEY NOTES:

Change Note 2 to read "MAKE ALL WIRE TERMINATIONS AND SPLICES ONLY INSIDE TAMPER SWITCH PROTECTED ENCLOSURES."

5. Sheet E-18, Coord. A-4, LR DTS WIRING DETAILS:

J-BOX tamper switch required but not shown. Wire in series with Motion Detector NC TAMPER

6. Sheet E-21, Coord. E-1, Electrical Diagram:

Horizontal line with dot on left end just below "SURGE PROTECTION" is not connected to anything. Raise dot and line above "SURGE PROTECTION" and connect to "FLUORESCENT LIGHT"

7. Sheet E-21, Coord. B-4, Processor I/O Requirements (Typical All Sites) Table:

Change ITEM NO. I:015 from "SPARE" to "COMMON GATE ACTUATOR TAMPER ALARM – ALL A, B, & C ENCLS" Location – "DAM SLUICEWAY".

8. Sheet E-21, Coord. A-4, Processor I/O Requirements (Typical All Sites) Table:

Change ITEM NO. O:005 from "PA MESSAGE TRIGGER" to "SPARE". Delete "SCP" from Location column".

9. Sheet E-21, Coord. B-1, Supervisory Control Panel (SCP) Table, ITEM FCP:

Change ITEM FCP DESCRIPTION to read "100 AMP, 600VAC, 3-POLE CONTACTOR WITH AUX CONTACT FOR PLC INPUT. 24VDC COIL UNLESS INTERPOSING RELAY USED. HINGED DOOR WITH TAMPER SWITCH, NEMA 12, 14GA GRAY FINISH STEEL ENCLOSURE W/WHITE FINISH METAL BACK PLANEL & PADLOCKING LATCH. NEMA 4X AT CEDARS DAM. SUBMIT SIZE AND CONFIGURATION SELECTION FOR APPROVAL."

10. Sheet E-22, Coord. D-1, Gate Enclosure "A"(TYP):

Change circuit breaker CB106 rating from 1A to 3A.

11. Sheet E-22, Coord. B-5, GATE AUTOMATION EQUIPMENT table ITEM IM110:

Change DESCRIPTION to read "INCLINOMETER, DAMPED PRECISION POT, 90 DEG CLOCKWISE FROM HORIZON TO 0 DEG COUNTER-CLOCKWISE FROM HORIZON, 4-20Ma OUTPUT (4mA @ FULL CW POSTION TO 20mA FULL CCW POSITION,) +/-0.5% FULLSTROKE, -30 TO +90 C TEMP OPERATING RANGE, FOOT MOUNTED NEMA 4 ALUMINUM ENCLOSURE. 25', 18ga. WATERPROOF CABLE. CELESCO SERIES IT940 MODEL 632835 OR EQUAL. FIELD VERIFY DEVICE INCLUDED ANGLE REQUIREMENTS, AND ADJUST AS REQUIRED.

12. Sheet E-22, Coord. B-5, GATE AUTOMATION EQUIPMENT table ITEM ENCL "A":

Change DESCRIPTION to read "16"Hx14"Wx8"D (MIN.) FIBERGLASS, HINGED COVER, NEMA 4X ENCLOSURE, W/WHITE PAINTED METAL BACK PANEL, TAMPER SWITCH, & LOCKING, QUICK-RELEASE LATCH KIT."

13. Sheet E-22, Coord. B-5, GATE AUTOMATION EQUIPMENT table ITEM ENCL "B" & "C":

Change DESCRIPTION to read "8"Hx6"Wx4"D (MIN.) FIBERGLASS, HINGED COVER, NEMA 4X ENCLOSURE, W/WHITE PAINTED METAL BACK PANEL, TAMPER SWITCH, & TAMPERPROOF COVER SCREWS."

14. Sheet E-22, Coord. D-6, KEY NOTES:

Add a new Key Note as follows, "4. CONNECT ALL ENCLOSURE "A", "B", & "C" TAMPER SWITCHES AT ALL GATES IN SERIES AND ROUTE 1 PAIR #18 TYPE TC MULTI-CONDUCTOR CABLE WITH DEVICENET & BMS CABLES IN CONDUIT TO "COMMON GATE ACTUATOR TAMPER ALARM – ALL A, B, & C ENCLS" PLC INPUT. CONDUCTORS ARE NOT SHOWN IN TYPICAL GATE OPERATOR FUNCTIONAL DIAGRAM, BUT ARE REQUIRED. SEE ALSO SHEET E- 21"

15. Sheet E-25, Coord. D-1, Video Control Panel (VCP):

Change note below enclosure to read "VIDEO CONTROL PANEL (VCP) IN GATE HOIST HOUSE, NEMA 12 ENCLOSURE WITH TAMPER SWITCH(ES) ON DOOR(S)"

### **CHANGES TO THE SPECIFICATIONS**

16. Section 40 95 00 page 9, Paragraph 1.3.2:

Change sub paragraph "b." to read as follows:

"b. Programming and engineering services required to make the gate controllers, video, and SCADA monitoring and control systems function as an integrated system. This shall include hardware/software development coordination meetings with Corps Operations Staff to fully develop HMI graphic screens, control functions, CCTV integration, report generation and system management features. This shall include the operation of remote PC's laptops and PDA's"

END OF AMENDMENT

AMENDMENT 0002

Solicitation Amendment No. 0002  
For Solicitation No. W911XK-08-B-0020  
FY08 Fox River Gate Hoist Automation, Wisconsin

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**CHANGES TO THE SPECIFICATIONS**

Section 40 95 00, page 44, Paragraph 2.12.6:

Change to read as follows:

2.12.6 I/O Modules Digital

Digital I/O modules shall be available in a wide variety of voltage interface capabilities. For this project voltages of 24 VDC and 120 VAC are the most common. Digital I/O modules shall be available in isolated and non-isolated module types. Digital I/O modules shall be connected to field wiring by removable terminal blocks that plug into the module.

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Electrical Changes and Clarifications

**Change Drawings as Follows:**

1. Sheet E-25, Coord. D-6, Key Notes:

Add the following KEY NOTE; '5. VIDEO DATA TO IP CONVERTER, MRV-IP, NOT REQUIRED IF IP PTZ CAMERAS FURNISHED.'

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	KAUKAUNA AREA OFFICE FFP /LITTLE CHUTE/KAUKAUNA FOB: Destination MILSTRIP: W56MES80858282 PURCHASE REQUEST NUMBER: W56MES80858282				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Radio Communication System FFP FOB: Destination	1	Lump Sum	\$40,000.00	\$40,000.00

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NET AMT \$40,000.00

ACRN AA \$40,000.00  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Supervisory Control Panel FFP FOB: Destination	1	Lump Sum	\$28,000.00	\$28,000.00

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NET AMT \$28,000.00

ACRN AA \$28,000.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Video System FFP FOB: Destination	1	Lump Sum	\$25,600.00	\$25,600.00

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NET AMT \$25,600.00

ACRN AA \$25,600.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002AD	Gate Actuator System FFP FOB: Destination	1	Lump Sum	\$62,500.00	\$62,500.00	
					NET AMT	\$62,500.00
ACRN AA CIN: 00000000000000000000000000000000					\$62,500.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002AE	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$16,500.00	\$16,500.00	
					NET AMT	\$16,500.00
ACRN AA CIN: 00000000000000000000000000000000					\$16,500.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Paging System FFP FOB: Destination	1	Lump Sum	\$2,800.00	\$2,800.00

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NET AMT \$2,800.00

ACRN AA \$2,800.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	System Analysis FFP FOB: Destination	1	Lump Sum	\$5,800.00	\$5,800.00

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NET AMT \$5,800.00

ACRN AA \$5,800.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	LITTLE CHUTE DAM FFP FOB: Destination				\$0.00

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NET AMT \$0.00





ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0003AE	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$15,000.00	\$15,000.00	
					NET AMT	\$15,000.00
ACRN AA CIN: 00000000000000000000000000000000					\$15,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0003AF	Paging System FFP FOB: Destination	1	Lump Sum	\$2,800.00	\$2,800.00	
					NET AMT	\$2,800.00
ACRN AA CIN: 00000000000000000000000000000000					\$2,800.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	System Analysis FFP	1	Lump Sum	\$5,800.00	\$5,800.00

TOTAL AMOUNT OF BASE BID \$563,800.00  
 FOB: Destination

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NET AMT \$5,800.00

ACRN AA \$5,800.00  
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	KAUKAUNA UPPER DAM FFP OPTION 1 FOB: Destination				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Radio Communication System FFP FOB: Destination	1	Lump Sum	\$6,000.00	\$6,000.00

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NET AMT \$6,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Supervisory Control Panel FFP FOB: Destination	1	Lump Sum	\$24,000.00	\$24,000.00

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NET AMT	\$24,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	Video System FFP FOB: Destination	1	Lump Sum	\$28,000.00	\$28,000.00

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NET AMT	\$28,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	Gate Actuator System FFP FOB: Destination	1	Lump Sum	\$64,700.00	\$64,700.00

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NET AMT	\$64,700.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$15,300.00	\$15,300.00

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NET AMT	\$15,300.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	Paging System FFP FOB: Destination	1	Lump Sum	\$2,800.00	\$2,800.00

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NET AMT	\$2,800.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	System Analysis FFP	1	Lump Sum	\$2,000.00	\$2,000.00

TOTAL AMOUNT OF OPTION 1 \$ 142,800.00  
FOB: Destination

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NET AMT	\$2,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					\$0.00
EXERCISE D OPTION	APPLETON LOWER DAM FFP OPTION 2 FOB: Destination				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		1	Lump Sum	\$6,000.00	\$6,000.00
EXERCISE D OPTION	Radio Communication System FFP FOB: Destination				

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NET AMT \$6,000.00

ACRN AA \$6,000.00  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0005AD EXERCISE D OPTION	Gate Actuator System FFP FOB: Destination	1	Lump Sum	\$77,000.00	\$77,000.00	
					NET AMT	\$77,000.00
ACRN AA CIN: 00000000000000000000000000000000					\$77,000.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0005AE EXERCISE D OPTION	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$11,000.00	\$11,000.00	
					NET AMT	\$11,000.00
ACRN AA CIN: 00000000000000000000000000000000					\$11,000.00	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	APPLETON UPPER DAM FFP OPTION 3 FOB: Destination				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA OPTION	Radio Communication System FFP FOB: Destination	1	Lump Sum	\$6,000.00	\$6,000.00

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NET AMT \$6,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB OPTION	Supervisory Control Panel FFP FOB: Destination	1	Lump Sum	\$26,000.00	\$26,000.00

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NET AMT \$26,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC OPTION	Video System FFP FOB: Destination	1	Lump Sum	\$28,000.00	\$28,000.00

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NET AMT	\$28,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD OPTION	Gate Actuator System FFP FOB: Destination	1	Lump Sum	\$66,300.00	\$66,300.00

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NET AMT	\$66,300.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE OPTION	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$20,300.00	\$20,300.00

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NET AMT	\$20,300.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF OPTION	Paging System FFP FOB: Destination	1	Lump Sum	\$2,800.00	\$2,800.00

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NET AMT \$2,800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AG OPTION	System Analysis FFP	1	Lump Sum	\$2,000.00	\$2,000.00

TOTAL AMOUNT OF OPTION 3 - \$ 151,400.00  
 FOB: Destination

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NET AMT \$2,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	MENASHA DAM FFP OPTION 4 FOB: Destination				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA OPTION	Radio Communication System FFP FOB: Destination	1	Lump Sum	\$6,000.00	\$6,000.00

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NET AMT	\$6,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB OPTION	Supervisory Control Panel FFP FOB: Destination	1	Lump Sum	\$20,000.00	\$20,000.00

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NET AMT	\$20,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC OPTION	Video System FFP FOB: Destination	1	Lump Sum	\$26,000.00	\$26,000.00

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NET AMT	\$26,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD OPTION	Gate Actuator System FFP FOB: Destination	1	Lump Sum	\$51,400.00	\$51,400.00

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NET AMT	\$51,400.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AE OPTION	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$7,600.00	\$7,600.00

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NET AMT	\$7,600.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AF OPTION	Paging System FFP FOB: Destination	1	Lump Sum	\$2,800.00	\$2,800.00

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NET AMT	\$2,800.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AG OPTION	System Analysis FFP	1	Lump Sum	\$2,000.00	\$2,000.00

TOTAL AMOUNT OF OPTION 4 - \$ 115,800.00  
 FOB: Destination

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NET AMT \$2,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	RAPID CROCHE DAM FFP OPTION 5 FOB: Destination				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA OPTION	Radio Communication System FFP FOB: Destination	1	Lump Sum	\$6,000.00	\$6,000.00

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NET AMT \$6,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB OPTION	Supervisory Control Panel FFP FOB: Destination	1	Lump Sum	\$21,000.00	\$21,000.00

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NET AMT	\$21,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC OPTION	Video System FFP FOB: Destination	1	Lump Sum	\$25,000.00	\$25,000.00

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NET AMT	\$25,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AD OPTION	Gate Actuator System FFP FOB: Destination	1	Lump Sum	\$32,700.00	\$32,700.00

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NET AMT	\$32,700.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AE OPTION	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$14,000.00	\$14,000.00

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NET AMT \$14,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AF OPTION	Paging System FFP FOB: Destination	1	Lump Sum	\$2,800.00	\$2,800.00

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NET AMT \$2,800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AG OPTION	System Analysis FFP	1	Lump Sum	\$2,000.00	\$2,000.00

TOTAL AMOUNT OF OPTION 5 - \$ 103,500.00  
FOB: Destination

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NET AMT \$2,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	LITTLE KAUKAUNA DAM FFP OPTION 6 FOB: Destination				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA OPTION	Radio Communication System FFP FOB: Destination	1	Lump Sum	\$6,000.00	\$6,000.00

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NET AMT \$6,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB OPTION	Supervisory Control Panel FFP FOB: Destination	1	Lump Sum	\$22,000.00	\$22,000.00

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NET AMT \$22,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC OPTION	Video System FFP FOB: Destination	1	Lump Sum	\$25,000.00	\$25,000.00

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NET AMT	\$25,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AD OPTION	Gate Actuator System FFP FOB: Destination	1	Lump Sum	\$70,600.00	\$70,600.00

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NET AMT	\$70,600.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AE OPTION	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$23,000.00	\$23,000.00

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NET AMT	\$23,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AF OPTION	Paging System FFP FOB: Destination	1	Lump Sum	\$2,800.00	\$2,800.00

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NET AMT \$2,800.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AG OPTION	System Analysis FFP	1	Lump Sum	\$2,000.00	\$2,000.00

TOTAL AMOUNT OF OPTION 6 - \$ 151,400.00  
 FOB: Destination

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NET AMT \$2,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	DE PERE DAM FFP OPTION 7 FOB: Destination				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA OPTION	Radio Communication System FFP FOB: Destination	1	Lump Sum	\$7,000.00	\$7,000.00

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NET AMT	\$7,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB OPTION	Supervisory Control Panel FFP FOB: Destination	1	Lump Sum	\$30,000.00	\$30,000.00

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NET AMT	\$30,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC OPTION	Video System FFP FOB: Destination	1	Lump Sum	\$24,000.00	\$24,000.00

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NET AMT	\$24,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AD OPTION	Gate Actuator System FFP FOB: Destination	1	Lump Sum	\$29,000.00	\$29,000.00

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NET AMT	\$29,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AE OPTION	Intrusion Detection System FFP FOB: Destination	1	Lump Sum	\$100,500.00	\$100,500.00

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NET AMT	\$100,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AF OPTION	Paging System FFP FOB: Destination	1	Lump Sum	\$8,000.00	\$8,000.00

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NET AMT	\$8,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AG OPTION	System Analysis FFP	1	Lump Sum	\$3,000.00	\$3,000.00

TOTAL AMOUNT OF OPTION 7 - \$ 201,500.00  
FOB: Destination

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NET AMT \$3,000.00

## Section 00100 - Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-7

Central Contractor Registration

JUL 2006

## CLAUSES INCORPORATED BY FULL TEXT

## 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
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
52.211-18	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
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
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
52.222-7	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
52.222-13	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
52.222-32	Davis -Bacon Act--Price Adjustment (Actual Method)	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.225-5	Trade Agreements	NOV 2007
52.225-9	Buy American Act--Construction Materials	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
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
52.232-17	Interest	JUN 1996
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
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	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 Alt I	Accident Prevention (Nov 1991) - Alternate I	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
52.236-21	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
52.244-2	Subcontracts	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
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
252.227-7022	Government Rights (Unlimited)	MAR 1979
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
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

## CLAUSES INCORPORATED BY FULL TEXT

## 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 237990- assigned to contract number .

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

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis -Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

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

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to--

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (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\
<b>Item 1</b>			
Foreign construction material....	.....	.....	.....
Domestic construction material..	.....	.....	.....
<b>Item 2</b>			
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)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (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 insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.
- (End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427      32307K0B9K006610      NA 96203  
AMOUNT: \$716,600.00  
CIN 00000000000000000000000000000000: \$716,600.00

CLAUSES INCORPORATED BY REFERENCE

252.204-7006      Billing Instructions      OCT 2005

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 one hundred eighty (180) calendar days for the basic work and an additional sixty (60) calendar days for each option. 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 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 from Notice to Proceed. Delivery of added items shall continue at the same

rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.231-5000 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)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic and hydrographic surveys.

(b) Weather conditions .The Contractor shall investigate and satisfy itselfas 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 s 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 railways.

(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)

#### 52.252-2 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>

(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	Drawing No.
CONSTRUCTION DRAWING FOX RIVER DAM – GATE AUTOMATION FOX RIVER – FOX RIVER VALLEY FOX RIVER VALLEY, WISCONSIN COVER SHEET SIGNATURE BLOCK VIEW DESCRIPTION	SHEET 1 of 29
CONSTRUCTION DRAWING FOX RIVER DAM – GATE AUTOMATION FOX RIVER – FOX RIVER VALLEY FOX RIVER VALLEY, WISCONSIN INDEX OF DRAWING CONSTRUCTION REFERENCE SCOPE OF WORK, GENERAL NOTES	SHEET 2 of 29
CONSTRUCTION DRAWING FOX RIVER DAM – GATE AUTOMATION FOX RIVER – FOX RIVER VALLEY FOX RIVER VALLEY, WISCONSIN GENERAL INFORMATION GENERAL LEGEND ABBREVIATION AND SYMBOLS	SHEET 3 of 29
CONSTRUCTION DRAWING FOX RIVER DAM – GATE AUTOMATION FOX RIVER – FOX RIVER VALLEY FOX RIVER VALLEY, WISCONSIN PROJECT LOCATION SITE MAPS, GAGE STATION AND GENERAL NOTES	SHEET 4 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
PROJECT LOCATION  
SITE MAPS, GAGE STATION  
AND GENERAL NOTES

SHEET 5 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
PROJECT LOCATION  
SITE MAPS, GAGE STATION  
AND GENERAL NOTES

SHEET 6 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
SITE ELECTRICAL  
SITE MAP AREA OFFICE  
ELEC. LCK MONITORING COMMAND LOCATION

SHEET 7 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
GENERAL INFORMATION  
AND – GENERAL ARRANGEMENTS  
AND DIMENSIONAL CHART

SHEET 8 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
MENASHA DAM  
EQUIPMENT LOCATION PLAN

SHEET 9 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
APPLETON UPPER DAM  
EQUIPMENT LOCATION PLAN

SHEET 10 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
APPLETON LOWER DAM  
EQUIPMENT LOCATION PLAN

SHEET 11 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
CEDERS DAM  
EQUIPMENT LOCATION PLAN

SHEET 12 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
LITTLE CHUTE DAM  
EQUIPMENT LOCATION PLAN

SHEET 13 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN

SHEET 14 of 29

DAM ELECTRICAL  
KAUKAUNA UPPER DAM  
EQUIPMENT LOCATION PLAN

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
RAPID CROCHE DAM  
EQUIPMENT LOCATION PLAN

SHEET 15 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
LITTLE KAUKAUNA DAM  
EQUIPMENT LOCATION PLAN

SHEET 16 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
De PERE DAM  
EQUIPMENT LOCATION PLAN

SHEET 17 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
GATE HOIST HOUSE  
& PANEL SCHEDULES

SHEET 18 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
GATE MACHINERY  
PLAN, ELEVATION, SECTION, DETAILS

SHEET 19 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
GATE AUTOMATION WIRE ARRANGEMENT  
PIER AND GATE DETAILS

SHEET 20 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
MISC. DETAILS  
CCTV LIGHTING, SOUND, FENCE, DETAILS

SHEET 21 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
TPC/IP RADIO NETWORK  
CONTROLLERS AND DIAGRAMS

SHEET 22 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
TPC/IP RADIO NETWORK  
CONTROLLER FUNCTIONAL DIAGRAM

SHEET 23 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
SUPERVISORY CONTROL SYSTEM - DIAGRAM  
PROCESSOR I/O MODULE

SHEET 24 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
GATE ENCLOSURE  
GATE AUTOMATION EQUIPMENT

SHEET 25 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
GATE OPERATOR  
AUMA CONTROLLERS DIAGRAMS

SHEET 26 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
GATE OPERATOR  
DEVICENET/MODBUS BOARD LAYOUT

SHEET 27 of 29

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN

SHEET 28 of 29

DAM ELECTRICAL  
CCTV/PA SYSTEM  
SYSTEM EQUIPMENT DIAGRAM

CONSTRUCTION DRAWING  
FOX RIVER DAM – GATE AUTOMATION  
FOX RIVER – FOX RIVER VALLEY  
FOX RIVER VALLEY, WISCONSIN  
DAM ELECTRICAL  
PANEL SCHEDULES  
GATE HOIST HOUSE

SHEET 29 of 29

REFERENCE DRAWINGS FOR GATE AUTOMATION  
FOX RIVER DAM SITES

CONTRACT DRAWING INDEX FOR ALL SHEETS -  
SHEET 1 of 53

JU 2 APRIL 2008  
(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)

TIME EXTENSIONS

52.236-4000 TIME EXTENSIONS

TIME EXTENSIONS

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

52 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: 52.236 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. 52.237 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. 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

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON SEVEN (07) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN
31	29	31	30	5	4
JUL	AUG	SEP	OCT	NOV	DEC
2	2	3	5	23	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 is sue a modification in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)."

### HEALTH AND SAFETY STANDARDS

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 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).

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

(End)

WAGE DETERMINATION WI 80019

General Wage Decision Number WI080019 dated 07/11/2008 is DELETED and General Wage Decision Number WI080019 dated 07/25/2008 is ADDED.

General Decision Number: WI080019 07/25/2008 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
2	05/02/2008
3	06/13/2008
4	06/27/2008
5	07/11/2008
6	07/25/2008

BOIL0107-001 07/01/2007

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 30.69	18.12
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 24.55	13.10

BRWI0001-002 06/04/2007

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

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

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BRWI0002-002 06/01/2007

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

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

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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

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BRWI0003-002 06/04/2007

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

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

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BRWI0004-002 06/04/2007

KENOSHA, RACINE, AND WALWORTH COUNTIES

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

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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

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BRWI0007-002 06/04/2007

GREEN, LAFAYETTE, AND ROCK COUNTIES

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

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BRWI0008-002 06/01/2006

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

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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

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BRWI0013-002 06/04/2007

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

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

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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

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BRWI0021-002 06/04/2007

DODGE AND JEFFERSON COUNTIES

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

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BRWI0034-002 06/04/2007

COLUMBIA AND SAUK COUNTIES

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

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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

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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, TREMPPEALEAU, VERNON, AND WASHBURN  
 COUNTIES

	Rates	Fringes
Electricians:.....	\$ 28.91	27.8%+6.60
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ELEC0127-002 06/01/2007		

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 32.53	28%+7.05
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ELEC0158-002 06/01/2007		

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
 MARINETTE(Wausuakee 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
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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

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 ELEC0242-005 06/02/2008

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 31.08	59.25%

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 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

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 \* ELEC0430-002 06/01/2008

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 32.212	17.18

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 ELEC0494-005 06/01/2008

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 31.14	14.85%+\$13.95

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 ELEC0494-006 06/01/2008

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

	Rates	Fringes
Electricians:.....	\$ 28.33	3%+\$17.21
-----		
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
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ELEC0890-003 12/01/2007		

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

	Rates	Fringes
Electricians:.....	\$ 28.34	26.45%+8.11
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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%
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ENGI0139-001 06/01/2008

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 35.26	16.60
Group 2.....	\$ 34.76	16.60
Group 3.....	\$ 34.26	16.60

Group 4.....	\$ 33.97	16.60
Group 5.....	\$ 32.09	16.60
Group 6.....	\$ 26.94	16.60

## 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, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; 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, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) 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); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; 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; Gantries (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

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 Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler 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); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 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; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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 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

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IRON0008-002 06/01/2008

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

	Rates	Fringes
IRONWORKER.....	\$ 27.73	19.04

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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

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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

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IRON0512-008 05/01/2008

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

	Rates	Fringes
IRONWORKER.....	\$ 32.80	19.42

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IRON0563-004 05/01/2008

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 28.66	18.50
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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

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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

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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 Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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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

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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

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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

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PAIN0108-002 06/01/2008

RACINE COUNTY

	Rates	Fringes
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Painters:

Brush, Roller.....	\$ 27.10	14.14
Spray & Sandblast.....	\$ 28.10	14.14

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PAIN0259-002 05/01/2008

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

	Rates	Fringes
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PAINTER.....	\$ 24.11	12.15
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PAIN0259-004 05/01/2008

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

	Rates	Fringes
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PAINTER.....	\$ 20.43	8.40
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\* PAIN0781-002 06/01/2008

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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Painters:

Bridge.....	\$ 27.47	14.09
Brush.....	\$ 27.12	14.09
Spray & Sandblast.....	\$ 27.87	14.09

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PAIN0802-002 06/01/2008

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

	Rates	Fringes
Painters:		
Brush.....	\$ 25.00	12.15
Structural Steel, Spray,		
Bridges.....	\$ 26.00	12.15

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PAIN0802-003 06/01/2008

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:.....	\$ 21.32	9.07

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PAIN0934-001 06/01/2008

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 27.10	14.14
Spray.....	\$ 28.10	14.14
Structural Steel.....	\$ 27.15	14.14

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PAIN1011-002 06/01/2008

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 22.60	8.20

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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

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PLUM0011-003 05/01/2007

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

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

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PLUM0075-002 06/01/2007

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

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PLUM0075-004 06/01/2007

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

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

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PLUM0075-009 06/01/2007

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

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

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PLUM0118-002 06/01/2008

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 34.31	14.84

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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

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PLUM0434-002 06/01/2008

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.....	\$ 31.39	13.38

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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

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TEAM0039-002 05/01/2008

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 22.59	14.30
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....	\$ 22.35	13.24

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SELF-PROPELLED HOPPER DREDGE:

Drag Tender	\$ 8.78	\$4.23+A
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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  
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WELL DRILLER	\$16.52	\$3.70
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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)).  
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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.  
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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

END OF AMENDMENT