

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-08-R-0005-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 27-Sep-2008	PAGE OF PAGES 1 OF 62
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO. W911XK-08-C-0032	5. REQUISITION/PURCHASE REQUEST NO. W56MES81558922	6. PROJECT NO.
7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226  TEL: (313) 226-5148      FAX: (313) 226-2209	CODE W911XK  <b>See Item 7</b>	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  TEL:      FAX:
9. FOR INFORMATION CALL:	A. NAME DARRYL K WILLIAMS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (313) 226-3648

**SOLICITATION**

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

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

FY08 Petosky Harbor, Michigan Breakwater Repair, Section "A"  
 NIACS Code is 237990  
 Estimated Cost is between \$1,000,000.00 and \$5,000,000.00  
 This project is being solicited pursuant to FAR19.8 Small Business Administration 8(a) program

11. The Contractor shall begin performance within 10 calendar days and complete it within 240 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See 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 \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 11:00 AM (hour) local time 08 Sep 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)*  
INDUSTRIAL MAINTENANCE SERVICES INC  
1920 20TH AVENUE NORTH  
ESCANABA MI 49894

15. TELEPHONE NO. *(Include area code)*  
(906) 789-9021

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

**See Item 14**

CODE  
1QPH2

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT

**\$2,557,503.00**

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

31C. AWARD DATE

BY

*Marilyn R Hill*

27-Sep-2008



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Fill Stone FFP FOB: Destination MILSTRIP: W56MES81558922 PURCHASE REQUEST NUMBER: W56MES81558922				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	First 1700 FFP FOB: Destination	1,700	Short Ton	\$53.98294	\$91,771.00

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NET AMT \$91,771.00

ACRN AA \$91,771.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Over 1700 FFP FOB: Destination	730	Short Ton	\$53.90548	\$39,351.00

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NET AMT \$39,351.00

ACRN AA \$39,351.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 EXERCISED OPTION	Site Preparation FFP FOB: Destination	1	Lump Sum	\$336,927.00	\$336,927.00

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NET AMT \$336,927.00

ACRN AA \$336,927.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 EXERCISED OPTION	Fill Stone FFP FOB: Destination				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA EXERCISED OPTION	First 430 FFP FOB: Destination	430	Short Ton	\$54.08372	\$23,256.00

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NET AMT \$23,256.00

ACRN AA \$23,256.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB EXERCISED OPTION	Over 430 FFP FOB: Destination	180	Short Ton	\$54.14444	\$9,746.00

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NET AMT \$9,746.00

ACRN AA \$9,746.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 EXERCISED OPTION	Site Preparation FFP FOB: Destination	1	Lump Sum	\$308,155.00	\$308,155.00

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NET AMT \$308,155.00

ACRN AA \$308,155.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Fill Stone				\$0.00
EXERCISED OPTION	FFP FOB: Destination				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	First 385	385	Short Ton	\$54.17403	\$20,857.00
EXERCISED OPTION	FFP FOB: Destination				

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NET AMT \$20,857.00

ACRN AA \$20,857.00  
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	Over 385	165	Short Ton	\$54.36364	\$8,970.00
EXERCISED OPTION	FFP FOB: Destination				

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NET AMT \$8,970.00

ACRN AA \$8,970.00  
 CIN: 00000000000000000000000000000000

NOTE TO OFFEROR

**NOTE TO OFFEROR: Industrial Maintenance Services, Inc intends to store material at an offsite location. The government will not be held liable for any damage or theft of materials being stored off site prior to use on W911XK-08-C-0032. Any costs associated with replacement will be at the contractors expense. See FAR Clause 52.232-5(b)(2) in Section 00800.**

NOTE TO CONTRACTOR

Note: This is a firm fixed price contract, however an audit by the Defense Contract Audit Agency (DCAA) has been requested to validate the Contractor's Proposed Overhead Rate of 15%. An adjustment for any difference between the proposed rate and the DCAA audited rate will be accomplished via a modification.

## 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	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate I	OCT 1997
52.217-6	Option For Increased Quantity	MAR 1989
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
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
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
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007

52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
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
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	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
52.244-5	Competition In Subcontracting	DEC 1996
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
52.247-34	F.O.B. Destination	NOV 1991
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
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
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and complete the entire work ready for use not later than 240 days after notice to proceed. An additional 40 days shall be added to the contract duration for each option that is exercised.

The time stated shall include final cleanup of the premise.

(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 \$776 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

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

This variation in estimated quantities clause is applicable only to Items Nos. 0003, 0005, and 0007.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. 0003, 0005, and 0007 is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0003, 0005, and 0007 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0003, 0005, and 0007 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(End of clause)

## 52.219-28 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/sizestandardstopics/>.

(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)

#### 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to \_\_\_\_\_ [Contracting Officer complete in accordance with agency procedures].

(End of clause)

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

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

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

Include other applicable supporting information.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

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

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

(End of clause)

52.242-3 Penalties for Unallowable Costs. (MAY 2001)

(a) Definition. Proposal, as used in this clause, means either--

(1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which--

(i) Relates to any payment made on the basis of billing rates; or

(ii) Will be used in negotiating the final contract price; or

(2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.

(b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. 256, as applicable, which is implemented in Section 42.709 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall not include in any proposal any cost that is unallowable, as defined in Subpart 2.1 of the FAR, or an executive agency supplement to the FAR.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to--

(1) The amount of the disallowed cost allocated to this contract; plus

2) Simple interest, to be computed--

(i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and

(ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.).

(g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.

(h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

#### 252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense.

Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

**SBA Detroit, Detroit, Michigan**

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL (JUN 2005)

(a) Definitions. As used in this clause "Component" means any article, material, or supply incorporated directly into 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 end product (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. "United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

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

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or

(2) The construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "none")

(End of clause)

#### 252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty (60%) percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty (40%) percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

## Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AA: 96na x 3123 0000 H7X08 2427 074170 96203 3230 F02C8J NA J0F00B  
AMOUNT: \$2,557,503.00  
CIN 00000000000000000000000000000000: \$2,557,503.00

## CLAUSES INCORPORATED BY FULL TEXT

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. 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 itself as to all hazards likely to arise from weather conditions during the performance of its work.
- (c) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads
- (d) Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information physical data.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
- (1) Check all drawings furnished immediately upon receipt;
  - (2) Compare all drawings and verify the figures before laying out the work;
  - (3) Promptly notify the Contracting Officer of any discrepancies;
  - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
  - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

Existing Site Plan & Survey	2 of 8
Existing Survey Cross Sections 0+00 – 3+00	3 of 8
Required Site Plan & Sections	4 of 8
Required Concrete Details	5 of 8
Required Miscellaneous Details 1	6 of 8
Required Miscellaneous Details 2	7 of 8
Real Estate Plan	8 of 8

(End of clause)

TIME EXTENSION CLAUSE

52.236-4020 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)  
(ER 415-1-15)

- a. This provision specifies the procedure for the determination of time extensions for unusually severe weather I accordance with the CONTRACT CLAUSE entitled “DEFAULT (FIXED-PRICE CONSTRUCTION).” In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied: (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month. (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor’s progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (7) DAY WORK WEEK

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

- c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of adverse weather and resultant impact to

normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Subparagraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)".

(END OF CLAUSE)

WAGE DETERMINATION (IL)

General Decision Number: IL080018 03/14/2008 IL18

Superseded General Decision Number: IL20070018

State: Illinois

Construction Types: Heavy (Dredging and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION

Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number    Publication Date

0                    02/08/2008

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

\* SUIL2003-001 01/01/2005

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

Rates Fringes

Dredging:

Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats Rangeman, Tankerman, Sweepman and service Truck Driver.....\$ 22.51	7.61+a+b
Lead Deckhand.....\$ 29.68	7.61+a+b

Hydraulic Dredging

LAUNCH OPERATOR - Vessel 800 Horse- Power Or Less....\$ 25.15	7.61+a+b
TUG ENGINEER.....\$ 26.49	7.61+a+b
TUG OPERATOR - Vessel Over 800 Horse-Power.....\$ 26.49	7.61+a+b
TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman. Scowman, (on/or with tugboats, launches, or other self-propelled boats).....\$ 22.51	7.61+a+b

MECHANIC

FLOATING EQUIPMENT:

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

## FLOATING EQUIPMENT: Indiana

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

## FLOATING EQUIPMENT:

## Michigan

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

## FLOATING EQUIPMENT:

## Minnesota

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

## FLOATING EQUIPMENT:

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

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

## FLOATING EQUIPMENT:

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

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

## FLOATING EQUIPMENT:

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

Class I.....	\$ 35.90	17.38+b&c
Class II.....	\$ 34.45	17.38+b&c
Class III.....	\$ 33.65	17.38+b&c
Class IV.....	\$ 30.35	17.38+b&c

## FLOATING EQUIPMENT:

## New York:(Niagara)

Class I.....	\$ 34.60	18.15+b&c
Class II.....	\$ 33.10	18.15+b&c
Class III.....	\$ 29.45	18.15+b&c

Class IV.....\$ 24.50 18.15+b&c  
FLOATING EQUIPMENT:

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

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

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

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

Pennsylvania:(Erie County):

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

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

Class I.....\$ 35.40 15.75+b&c  
Class II.....\$ 33.90 15.75+b&c  
Class III.....\$ 30.20 15.75+b&c  
Class IV.....\$ 25.10 15.75+b&c

PAID HOLIDAYS (WHERE APPLICABLE):

- A- NEW YEAR'S DAY
- B- MEMORIAL DAY
- C- INDEPENDENCE DAY
- D- LABOR DAY
- E- THANKSGIVING DAY
- F- CHRISTMAS DAY
- G- PRESIDENT'S DAY
- H- VETERAN'S DAY.

FOOTNOTES:

- a. \$30.10 per day per employee for medical

- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
  - \*Level A \$2.50 per hour
  - \*Level B 2.00 per hour
  - \*Level C 1.00 per hour
  - \*Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. \*Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

**CLASSIFICATION DESCRIPTIONS**

- Class I - Master Mechanic - assist and direct
- Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)
- Class II - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender
- Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.
- Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Deck Hand, Deck Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

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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.



END OF GENERAL DECISION

WAGE DETERMINATION (MI)

General Decision Number: MI080063 09/05/2008 MI63

Superseded General Decision Number: MI20070063

State: Michigan

Construction Type: Heavy

Counties: Alcona, Antrim, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newaygo, Oceana, Osceola, Oscoda, Otsego, Roscommon and Wexford Counties in Michigan.

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

Modification Number	Publication Date
0	02/08/2008
1	03/21/2008
2	05/02/2008
3	06/06/2008
4	06/13/2008
5	06/20/2008
6	07/11/2008
7	07/18/2008
8	07/25/2008
9	08/08/2008
10	08/15/2008
11	08/22/2008
12	09/05/2008

ASBE0047-007 07/01/2008

Rates Fringes

Asbestos Workers/Insulator  
 Includes the application  
 of all insulating  
 materials, protective  
 coverings, coatings and  
 finishings to all types of  
 mechanical systems.....\$ 27.97      14.81

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BOIL0169-003 07/01/2008

	Rates	Fringes
BOILERMAKER.....	\$ 31.953	20.869

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BRMI0010-011 06/01/2005

ALCONA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD,  
EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MANISTEE, MISSAUKEE,  
OSCODA, OTSEGO, ROSCOMMON AND WEXFORD COUNTIES:

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 23.30	10.93
Marble, terrazzo and tile setter.....	\$ 20.73	6.89
PLASTERER.....	\$ 23.30	10.93

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by  
the contractor in any period of seven working days before  
said holiday within the current calendar year.

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BRMI0010-014 09/01/2006

LAKE, MASON, MECOSTA AND OSCEOLA COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 23.65	8.83
CEMENT MASON/CONCRETE FINISHER...	\$ 22.23	8.21
Pointer, cleaner and caulker.....	\$ 22.21	7.45

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker has been employed  
by the contractor in any period of seven working days

before said holiday within the current calendar year.

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BRMI0010-015 08/01/2007

LAKE, MASON, MECOSTA, MONTCALM, NEWAYGO, OCEANA AND OSCEOLA  
COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 23.65	8.83
Cement Mason and plasterer.....	\$ 22.65	8.61
Pointer, cleaner and caulker.....	\$ 22.21	7.45

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker has been employed  
by the contractor in any period of seven working days  
before said holiday within the current calendar year.

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CARP0100-001 06/01/2007

LAKE, MASON, MECOSTA, MONTCALM, NEWAYGO, OCEANA AND OSCEOLA  
COUNTIES:

	Rates	Fringes
Carpenter; piledriver; soft floor layer.....	\$ 26.42	10.03

FOOTNOTES:

Work on materials treated with creosote, or those which are  
wet with "Wood Life" material (fresh cuts of lumber which  
have been treated with "Wood Life" are not to be considered  
as wet materials): \$0.25 per hour additional.

Work on any swing scaffold: \$0.15 per hour additional.

Work on chimneys or towers over thirty (30) feet in height:  
\$0.50 per hour additional.

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CARP0202-003 06/01/2008

ALCONA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET,  
GRAND TRAVERSE, KALKASKA, LEELANAU, MANISTEE, MISSAUKEE,  
OSCODA, OTSEGO, ROSCOMMON AND WEXFORD COUNTIES:

Rates Fringes

CARPENTER.....	\$ 21.37	10.91
Piledriver.....	\$ 22.00	10.93

FOOTNOTE:

Welding: \$.25 per hour additional.

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CARP0706-007 06/01/2008

CLARE COUNTY:

	Rates	Fringes
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CARPENTER		
(Includes drywall hangers)..	\$ 25.08	12.83

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CARP1102-006 06/01/2008

ALCONA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, NEWAYGO, OCEANA, OSCEOLA, OSCODA, OTSEGO, ROSCOMMON AND WEXFORD COUNTIES:

	Rates	Fringes
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MILLWRIGHT.....	\$ 28.35	27.02
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FOOTNOTES:

Work on heights over open areas and over fifty (50) ft. high: \$.50 per hour additional.

Welding: \$.50 per hour additional.

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CARP1102-008 06/01/2008

CLARE COUNTY:

	Rates	Fringes
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MILLWRIGHT.....	\$ 28.35	27.02
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ELEC0275-001 06/01/2007

LAKE, MASON, MECOSTA, MONTCALM, NEWAYGO AND OCEANA COUNTIES; OSCEOLA COUNTY (Townships of Ewart, Hersey, Orient and Richmond):

	Rates	Fringes
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ELECTRICIAN.....\$ 26.38      6.14+25%

FOOTNOTE:

Work 40' or more above ground, floor or flat roofs, except work on mechanical/hydraulic work platforms which are MIOSHA approved: 10% additional.

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ELEC0498-001 06/01/2008

ANTRIM, BENZIE AND CHARLEVOIX COUNTIES; CHEBOYGAN COUNTY (Township of Mentor); CLARE COUNTY (Townships of Freeman, Garfield, Greenwood, Lincoln, Redding, Summerfield, Surrey and Winterfield); CRAWFORD COUNTY (does not include the township of Lovetts); EMMET COUNTY (does not include the township of Wawatan); GRAND TRAVERSE AND KALKASKA COUNTIES; LAKE COUNTY (Townships of Dover, Eden, Elk, Ellsworth, Newkirk, Peacock and Sauble); LEELANAU AND MANISTEE COUNTIES; MASON COUNTY (Townships of Freesoil, Grant and Meade); MISSAUKEE COUNTY; OSCEOLA COUNTY (does not include the townships of Evert, Hersey, Orient and Richmond); OTSEGO COUNTY (does not include the townships of Charlton, Chester and Dover); ROSCOMMON COUNTY (does not include the townships of Backus, Nestor and Roscommon); WEXFORD COUNTY:

Rates      Fringes

ELECTRICIAN.....\$ 27.62      5.51+23%

FOOTNOTES:

Work at heights of from thirty-five (35) to sixty (60) feet shall be paid ten percent (10%) of the straight time rate of pay over and above the applicable rate.

Work over sixty (60) feet shall be paid twenty percent (20%) over and above the applicable rate.

Above provisions to be interpreted as follows:

All work to be done while on a bosuns chair or swinging scaffold; while on ladders, towers, scaffolds, unguarded stairs, structural members of temporary structures (such as decks or forms near unguarded areas). Ropes shall not be considered guardrails. High time does not apply to work performed when in an aerial bucket or on the platform of a scissor lift.

The height shall be calculated from floor or ground to the

level of the work being done.

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 ELEC0692-005 06/03/2007

CLARE COUNTY (Townships of Arthur, Franklin, Frost, Grand, Hamilton, Hatton, Hayes and Sheridan); AND ROSCOMMON COUNTY (Townships of Backus, Nestor and Roscommon):

	Rates	Fringes
ELECTRICIAN.....	\$ 28.54	6.85+25%

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 ELEC0692-009 06/03/2007

ALCONA COUNTY; CHEBOYGAN COUNTY (does not include the township of Mentor); CRAWFORD COUNTY (Township of Lovetts); EMMET COUNTY (Township of Wawatan); OSCODA COUNTY; OTSEGO COUNTY (Townships of Charlton, Chester and Dover):

	Rates	Fringes
ELECTRICIAN.....	\$ 28.54	6.85+25%

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 ELEC0876-007 06/01/2007

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

rough terrain vehicle,  
 large bombardier, backhoe  
 over 85 hp, hydraulic  
 crane 10 ton or over.....\$ 23.62    3.75+21.5%

Line Construction: truck  
 driver/ground person  
 trucks with winch or boom  
 or dump, other than  
 distribution work.....\$ 19.70    3.75+21.5%

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

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 ENGI0324-008 10/01/2007

                  Rates        Fringes

Power equipment operators -  
 sewer relining:

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

**SEWER RELINING CLASSIFICATIONS**

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

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

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 ENGI0324-018 05/01/2008

                  Rates        Fringes

Power Equipment Operator  
 (ALLEGAN, BARRY, BERRIEN,  
 BRANCH, CALHOUN, CASS,  
 HILLSDALE, IONIA, KALAMAZOO,  
 KENT, LAKE, MANISTEE, MASON,  
 MECOSTA, MONTCALM, MUSKEGON,  
 NEWAYGO, OCEANA, OSCEOLA,  
 OTTAWA, ST. JOSEPH and VAN  
 BUREN COUNTIES:)

Group 1.....\$ 28.39        16.75  
 Group 2.....\$ 28.14        16.75

Group 3.....	\$ 27.64	16.75
Group 4.....	\$ 22.54	16.75
Group 5.....	\$ 21.94	16.75
Group 6.....	\$ 19.49	16.75
Group 7.....	\$ 17.84	16.75

Power equipment operators:

ALCONA, ALPENA, ANTRIM,  
 ARENAC, BAY, BENZIE,  
 CHARLEVOIX, CHEBOYGAN,  
 CLARE, CLINTON, CRAWFORD,  
 EATON, EMMET, GENESSE,  
 GLADWIN, GRAND TRAVERSE,  
 GRATIOT, HURON, INGHAM,  
 IOSCO, ISABELLA, JACKSON,  
 KALKASKA, LAPEER,  
 LEELANAU, LIVINGSTON,  
 MIDLAND, MISSAUKEE,  
 MONTMORENCY, OGEMAW,  
 OSCODA, OTSEGO, PRESQUE  
 ISLE, ROSCOMMON, SAGINAW,  
 SANSILAC, SHIAWASSEE,  
 TUSCOLA AND WEXFORD

COUNTIES:

Group 1.....	\$ 28.39	16.75
Group 2.....	\$ 28.14	16.75
Group 3.....	\$ 27.07	16.75
Group 4.....	\$ 22.24	16.75
Group 5.....	\$ 21.64	16.75
Group 6.....	\$ 19.19	16.75
Group 7.....	\$ 17.49	16.75

FOOTNOTES:

Certified Crane Operator Premiums:

- a) Swing Boom Truck Operator over 12 tons-\$.50 per hour
- b) Hydraulic Crane Operator 75 tons and under-\$.75 per hour
- c) Hydraulic Crane Operator over 75 tons-\$1.00 per hour
- d) Lattice Boom Crane Operator-\$1.50 per hour

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer. Tower crane operator with CCO certification for combined length of mast and boom 220' or longer

GROUP 2: Crane operator with main boom and jib 140' or longer, tower cranes (Operators without CCO certification, or less than 220' length), gantry crane, whirley derrick

GROUP 3: Regular equipment operator; crane, stiff leg derrick, scraper, dozer, grader, front end loader, hoist, job mechanic, concrete pump truck, hydro excavators

GROUP 4: Air tugger (single drum), material hoist, boiler operator, sweeping machine, winch truck, Bobcat and similar equipment, fork truck (over 20 ft. lift), elevators( when operated by an operating engineer

GROUP 5: Pump, 6 in. or over; Well points, freeze systems, boom truck (non-swinging); end dumps and laser/power screed; concrete wire saw (20 h.p. and over), brock concrete breaker

GROUP 6: Air compressor, welder, generator, conveyor, pump under 6", grease person and fork truck (20 ft. lifting capacity or less when working on masonry work)

GROUP 7: Oiler, fire tender and heater operator

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ENGI0325-013 05/01/2008

Rates      Fringes

Power equipment operators:  
(STEEL ERECTION)

ALLEGAN, BARRY, BERRIEN,  
BRANCH, CALHOUN, CASS,  
EATON, HILLSDALE, IONIA,  
KALAMAZOO, LAKE, MANISTEE,  
MASON, MECOSTA, MONTCALM,  
MUSKEGON, NEWAYGO, OCEANA,  
OSCEOLA, ST. JOSEPH AND  
VAN BUREN COUNTIES:

GROUP 1.....	\$ 28.74	16.75
GROUP 2.....	\$ 28.49	16.75
GROUP 3.....	\$ 27.99	16.75
GROUP 4.....	\$ 22.89	16.75
GROUP 5.....	\$ 21.24	16.75
GROUP 6.....	\$ 18.64	16.75

ANTRIM, BENZIE,

CHARLEVOIX, EMMET, GRAND  
TRAVERSE, KALKASKA,  
LEELANAU, MISSAUKEE AND  
WEXFORD COUNTIES:

GROUP 1.....	\$ 28.74	16.75
GROUP 2.....	\$ 28.49	16.75
GROUP 3.....	\$ 27.49	16.75
GROUP 4.....	\$ 22.59	16.75
GROUP 5.....	\$ 20.94	16.75
GROUP 6.....	\$ 18.14	16.75

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

CERTIFIED CRANE OPERATOR PREMIUMS:

Swing Boom Truck Operator over 12 tons \$.50/hour  
Hydraulic Crane Operator 75 tons and under \$.75/hour  
Hydraulic Crane Operator over 75 tons \$1.00/hour  
Lattice Boom Crane Operator-\$1.50/hour

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane operator with main boom & jib 400', 300', or 220' or longer. Tower crane operator with CCO certification for combined length of mast and boom 220' or longer.

GROUP 2: Crane operator, with main boom & jib 140' or longer, Tower cranes (Operators without CCO certification, or less than 220' length), Gantry crane, Whirley derrick (Empl;oyees operating Tower Cranes shall be paid the crane operator rate determined by the combined length of mast and boom over 220 feet move to (Group 1) provided the operator has a Tower Crane CCO certification)

GROUP 3: Regular equipment operator, crane, dozer, loader, hoist, straddle wagon, mechanic, grader and hydro excavators

GROUP 4: Air tugger (single drum), material hoist, pump 6" or over, elevators (when operated by an Operating Engineer) and brock Concrete Breaker

GROUP 5: Air compressor, welder, generators, conveyors

GROUP 6: Oiler and fire tender

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ENGI0325-021 06/01/2008

ALCONA, CHEBOYGAN, CLARE, CRAWFORD, OSCODA, OTSEGO AND  
ROSCOMMON COUNTIES:

	Rates	Fringes
Power equipment operators: (STEEL ERECTION)		
GROUP 1.....	\$ 42.07	17.30
GROUP 2.....	\$ 43.07	17.30
GROUP 3.....	\$ 40.57	17.30
GROUP 4.....	\$ 41.57	17.30
GROUP 5.....	\$ 39.07	17.30
GROUP 6.....	\$ 40.07	17.30
GROUP 7.....	\$ 38.80	17.30
GROUP 8.....	\$ 39.80	17.30
GROUP 9.....	\$ 38.35	17.30
GROUP 10.....	\$ 39.35	17.30
GROUP 11.....	\$ 37.62	17.30
GROUP 12.....	\$ 38.62	17.30
GROUP 13.....	\$ 37.26	17.30
GROUP 14.....	\$ 38.26	17.30
GROUP 15.....	\$ 36.62	17.30
GROUP 16.....	\$ 29.81	17.30
GROUP 17.....	\$ 28.40	17.30
GROUP 18.....	\$ 35.57	17.30

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib  
400' or longer

GROUP 2: Engineer when operating combination of boom and jib  
400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib  
300' or longer

GROUP 4: Engineer when operating combination of boom and jib  
300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic; 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tire backhoe

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

GROUP 18: Forklift and 1 drum hoist

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ENGI0325-023 09/01/2007

Rates      Fringes

Power equipment operators:  
(UNDERGROUND WORK)

GROUP 1.....	\$ 27.27	15.75
GROUP 2.....	\$ 22.38	15.75
GROUP 3.....	\$ 21.88	15.75
GROUP 4.....	\$ 21.60	15.75

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more-6-in. discharge or larger - gas or diesel-powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more - 4-in. up to 6-in. discharge - gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator; Sweeper (Wayne type and similar equipment); Water Wagon and Extend -a- boom forklift

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ENGI0325-026 10/01/2007

Rates      Fringes

Power equipment operators:

## (HAZARDOUS WASTE REMOVAL)

## LEVEL A:

Engineer when operating crane with boom and jib or leads 140' or longer....\$ 32.47	15.75
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 32.77	15.75
GROUP 1.....\$ 29.82	15.75
GROUP 2.....\$ 25.42	15.75
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 30.79	15.75

## LEVEL B AND C:

Engineer when operating crane with boom and jib or leads 140' or longer....\$ 31.41	15.75
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 31.73	15.75
GROUP 1.....\$ 28.87	15.75
GROUP 2.....\$ 24.48	15.75
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operators.....\$ 29.84	15.75

## LEVEL D WHEN CAPPING

## LANDFILL:

Engineer when operating crane with boom and jib or leads 140' or longer....\$ 29.97	15.75
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 30.27	15.75
GROUP 1.....\$ 27.32	15.75
GROUP 2.....\$ 22.93	15.75
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 28.29	15.75

## LEVEL D:

Engineer when operating  
crane with boom and jib

or leads 140' or longer....\$ 30.22	15.75
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 30.52	15.75
GROUP 1.....\$ 27.57	15.75
GROUP 2.....\$ 23.18	15.75
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 28.54	15.75

**HAZARDOUS WASTE REMOVAL CLASSIFICATIONS**

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

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

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 ENGI0326-001 05/01/2008

Rates Fringes

Power equipment operators -  
 gas distribution and duct  
 installation work:

GROUP 1.....\$ 25.07	16.75
GROUP 2-A.....\$ 24.97	16.75
GROUP 2-B.....\$ 24.75	16.75
GROUP 3.....\$ 23.97	16.75
GROUP 4.....\$ 23.47	16.75

**SCOPE OF WORK:**

The construction, installation, treating and reconditioning

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

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

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

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

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

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

GROUP 4: Oiler, grease person, hydrostatic testing operator

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IRON0025-021 06/01/2008

ALCONA, CHEBOYGAN, CLARE, CRAWFORD, OSCODA, OTSEGO AND ROSCOMMON COUNTIES:

	Rates	Fringes
Ironworkers:		
Machinery mover, rigger		
and machinery erector.....	\$ 27.64	27.69

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IRON0340-004 01/01/2007

ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, NEWAYGO, OCEANA, OSCEOLA AND WEXFORD COUNTIES:

	Rates	Fringes
Ironworkers:		
Reinforcing & structural....	\$ 24.00	11.59

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LABO0005-003 10/01/2007

	Rates	Fringes
Laborers - hazardous waste abatement:		
ALCONA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE, OSCODA, OTSEGO AND WEXFORD COUNTIES:		
Level A, B or C.....	\$ 18.97	8.89
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also Level D.....	\$ 17.97	8.89
CLARE AND ROSCOMMON COUNTIES:		
Level A, B or C.....	\$ 21.71	9.04
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also Level D.....	\$ 20.71	9.04
LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, NEWAYGO, OCEANA AND OSCEOLA COUNTIES:		
Level A, B or C.....	\$ 20.40	9.17
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also Level D.....	\$ 19.40	9.17

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LABO0259-004 09/01/2007

Rates	Fringes
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Laborers - tunnel, shaft and caisson:

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

TUNNEL LABORER CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Dynamite and powder

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

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and descripton and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion,

sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

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LABO0334-016 07/01/2008

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 18.63	5.80
GROUP 2.....	\$ 14.43	5.80

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LABO0334-023 09/01/2007

	Rates	Fringes
Laborers - open cut:		
GROUP 1.....	\$ 19.05	9.05
GROUP 2.....	\$ 19.18	9.05
GROUP 3.....	\$ 19.29	9.05
GROUP 4.....	\$ 19.36	9.05
GROUP 5.....	\$ 19.48	9.05
GROUP 6.....	\$ 16.70	9.05
GROUP 7.....	\$ 15.04	9.05

SCOPE OF WORK:

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

Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications,

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

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

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

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

GROUP 4: Trench or excavating grade person

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

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

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

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LABO0355-019 06/01/2008

LAKE, MANISTEE, MASON, NEWAYGO AND OCEANA COUNTIES:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 18.01	9.35

GROUP 2.....	\$ 18.26	9.35
GROUP 3.....	\$ 18.76	9.35

LABORER CLASSIFICATIONS

GROUP 1: General laborer; also, work on pumps, well wheels, air, electric or gasoline tools, motor-driven buggies; laborers working on swing scaffolds; carpenter tender; cement finisher tender; heat tender; Fire watch and flagperson

GROUP 2: Jackhammer operator, crocklayer and caisson worker in buildings

GROUP 3: Top person on chimneys or towers over thirty (30') ft. in height, material mixer, operator of portable mixer and plasterer tender; mason tender; demolition burner

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LABO0355-020 06/01/2008

MECOSTA, MONTCALM AND OSCEOLA COUNTIES:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 18.01	9.35
GROUP 2.....	\$ 18.26	9.35
GROUP 3.....	\$ 18.76	9.35

LABORER CLASSIFICATIONS

GROUP 1: General laborer; also, work on pumps, well wheels, air, electric or gasoline tools, motor-driven buggies; laborers working on swing scaffolds; carpenter tender, cement finisher tender; heat tender; fire watch and flagperson

GROUP 2: Jackhammer operator, crocklayer and caisson worker in buildings

GROUP 3: Top person on chimneys or towers over thirty (30') ft. in height, material mixers, operators of portable mixers and plasterer tender; mason tender; demolition burner

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LABO1076-006 04/01/2008

	Rates	Fringes
LABORER (Distribution rates)		
Telephone Work: (Zone 3)....	\$ 13.27	9.25

Telephone Work: (Zone 4)....\$ 13.64	9.25
Telephone Work: (Zone 5)....\$ 12.94	9.25
Zone 1: All other work.....\$ 18.37	9.30
Zone 2: All other work.....\$ 17.09	9.30
Zone 3: All other work.....\$ 15.47	9.25
Zone 4: All other work.....\$ 14.84	9.25
Zone 5: All other work.....\$ 14.84	9.25

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

Zones:

Zone 1-Macomb,Oakland and Wayne

Zone 2-Monroe and Washtenaw

Zone 3-Bay ,Genesee,Lapeer,Midland,Saginaw,Sanilac,Shiawassee and St. Clair

Zone 4-Alger,Baraga,Chippewa,Delta, Dickinson,Gogebic,Houghton,Iron,Keweenaw,Luce,

Mackinaw,Marquette,Menominee,Ontonagon and Schoolcraft

Zone 5-Remaining counties in Michiga

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LABO1098-007 06/30/2008

CLARE AND ROSCOMMON COUNTIES:

Rates	Fringes
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Laborers:

GROUP 1.....\$ 19.81	9.75
GROUP 2.....\$ 20.31	9.75
GROUP 3.....\$ 20.81	9.75

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers except workers falling within specified classifications; Also, pumps with a 3-in. or less discharge and not hooked up in battery, mechanized buggy operator & mortar mixer (when done by hand) mason tender, carpenter tender, cement finisher tender, fire watch, mechanized mortar mixing, air, electric and gas-driven tools, concrete vibrators, plasterer tenders and plaster mixers, crock and/or pipelayers, signal men and top men on caisson work. Demolition Laborer

GROUP 2: Air or electric driven pavement breakers,Tunnel miner, tunnel mucker and tunnel and shaft underpinning contributing to the structural support of buildings and jackhammers over 50 lbs.

GROUP 3: Driller & blaster, burner & welder; Also, refractory work: Work inside or outside digesters, tanks, lime kilns, chests, boilers and boiler tubes, heat treat ovens, and smoke stacks, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing, and sandblasting

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\* LABO1098-008 05/01/2008

ALCONA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE, OSCODA, OTSEGO, AND WEXFORD COUNTIES:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 16.57	9.30
GROUP 2.....	\$ 17.57	9.30

LABORER CLASSIFICATIONS:

GROUP 1: All construction laborers on heavy construction work(except those in Group 2), mortar mixer, mason tender, carpenter tender, material mixer (whether done by hand or machine), vibrator operator, operator of concrete mixer, chipping hammer, tamping machine (whether run by air, electric, or gas), sandblaster, operator of motor-driven buggies, plaster mixer, plaster tender, pipe or crock layer, caisson work in buildings, fire watch, heater tender, all three inch (3") pumps and below, demolition labore, furniture mover, concrete breaker (90 lb. hammer or less) and cement gun nozzelman

GROUP 2: Work inside or outside digester, tanks, lime kilns, chests, boilers, and boiler tubes, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing, sandblasting

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\* PAIN0845-017 06/01/2008

NEWAYGO COUNTY (except the townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); AND OCEANA COUNTY:

Rates      Fringes

Painters:.....\$ 23.88      9.77

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\* PAIN0845-021 05/10/2008

MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10):

Rates      Fringes

Painters:.....\$ 23.88      9.77

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

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PAIN1803-007 06/01/2008

ALCONA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GRAND TRAVERSE, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON AND MISSAUKEE COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, ROSCOMMON AND WEXFORD COUNTIES:

Rates      Fringes

Painters:

Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....	\$ 23.20	10.75
All other work, including maintenance of industrial plants.....	\$ 21.78	10.75

FOOTNOTES:

Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional.

All work performed inside tanks, vessels, tank trailers,

railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

Work involving the actual installation of wallcoverings: \$0.30 per hour additional.

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PLAS0016-009 06/01/2008

MONTCALM, NEWAYGO AND OCEANA COUNTIES:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.60	10.45
PLASTERER.....	\$ 21.91	9.95

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PLUM0085-002 05/05/2008

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.39	16.69

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PLUM0085-011 05/05/2008

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.39	16.69

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PLUM0174-003 07/01/2007

MECOSTA, MONTCALM AND OSCEOLA COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.66	15.17

FOOTNOTE: Work that requires the use of a respirator with an outside air source: 10% per hour additional.

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PLUM0174-008 07/01/2007

LAKE, MANISTEE, MASON, NEWAYGO AND OCEANA COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.66	15.17

FOOTNOTE: Work that requires the use of a respirator with an outside air source: 10% per hour additional.

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PLUM0190-006 05/01/2008

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

ROOF0070-008 06/01/2008

LAKE, MASON, NEWAYGO AND OCEANA COUNTIES:

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 20.20	8.80

FOOTNOTES: Application of slate tile: \$0.25 per hour additional. Pitch work: \$0.50 per hour additional.

ROOF0070-009 06/01/2008

MECOSTA AND MONTCALM COUNTIES:

	Rates	Fringes
Roofer; slater.....	\$ 19.40	7.35

ROOF0149-011 05/01/2006

ALCONA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MANISTEE, MISSAUKEE, OSCEOLA, OSCODA, OTSEGO AND WEXFORD COUNTIES:

	Rates	Fringes
Roofers:		
Roofer.....	\$ 17.50	8.75
Slater.....	\$ 19.50	8.75

ROOF0149-012 06/01/2007

CLARE AND ROSCOMMON COUNTIES:

	Rates	Fringes
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ROOFER, Including Built Up,  
Composition and Single Ply

Roofs.....	\$ 23.71	16.10
Slater.....	\$ 25.21	16.10

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SHEE0007-016 05/01/2008

LAKE, MASON, MECOSTA, MONTCALM, NEWAYGO, OCEANA AND OSCEOLA  
COUNTIES:

	Rates	Fringes
Sheet Metal Worker.....	\$ 26.79	10.66

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SHEE0007-017 05/01/2008

ALCONA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD,  
EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MANISTEE, MISSAUKEE,  
OSCODA, OTSEGO, ROSCOMMON AND WEXFORD COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 25.02	16.96

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TEAM0007-006 06/01/2002

	Rates	Fringes
Truck drivers:		
Euclids, double bottoms and lowboys.....	\$ 23.045	.50 + a
Trucks under 8 cu. yds.....	\$ 22.795	.50 + a
Trucks, 8 cu. yds. and over.	\$ 22.895	.50 + a

FOOTNOTE: a. \$265.90 per week.  
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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