

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-08-D-0002	2. DELIVERY ORDER/ CALL NO. 0004	3. DATE OF ORDER/CALL (YYYYMMDD) 2008 Sep 26	4. REQ./ PURCH. REQUEST NO. W56MES82147950	5. PRIORITY
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6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226	CODE	W911XK	7. ADMINISTERED BY (if other than 6)	CODE		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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SEE ITEM 6

9. CONTRACTOR ROEN SALVAGE COMPANY 180 E REDWOOD STREET NAME AND ADDRESS STURGEON BAY WI 54235-0026	CODE	0GFJ5	FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
					12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15						

14. SHIP TO SEE SCHEDULE	CODE		15. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054	CODE	964145	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: (313) 226-5148 EMAIL: marilyn.r.hill@lre.usace.army.mil BY: MARILYN R HILL	<i>Marilyn R Hill</i> CONTRACTING / ORDERING OFFICER	25. TOTAL	\$319,300.00
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR

36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY08 Grand Marais DREDGING MATOC FFP FOB: Destination MILSTRIP: W56MES82147950 PURCHASE REQUEST NUMBER: W56MES82147950	1	Lump Sum	\$319,300.00	\$319,300.00
				NET AMT	\$319,300.00
	ACRN AA CIN: W56MES821479500001				\$319,300.00

Section C - Descriptions and Specifications

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	FY08 Maintenance Dredging at Grand Marais, MN	1	Lump Sum		\$ 90,300.00
0002	Mobilization and Demobilization Dredging				
0002AA	First 2,000 Cubic Yards	2,000	Cubic Yards	\$ 33.50	\$ 67,000.00
0002AB	Over 2,000 Cubic Yards	6,000	Cubic Yards	\$ 27.00	\$ 162,000.00
Total Amount of Bid for Grand Marais					\$ 319,300.00

TIME EXTENSIONS

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

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

JAN	FEB	MAR	APR		MAY	JUN
			1-15	16-30		
31	29	31	15	5	7	7
JUL	AUG	SEP	OCT	NOV		DEC
				1-15	16-30	
7	9	11	15	8	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)".

SCOPE OF WORK

1. Mobilize dredge to Grand Marais Harbor and dredge the 8.0 ft. depth and 16.0 ft. depth areas as shown on the contract drawings. Care shall be exercised when dredging adjacent to existing docks in the 8.0 ft. dredging area. Existing 2 ton stone identified on the contract drawings shall be removed and relocated on the adjacent breakwater as directed by the Contracting Officer. Dredged materials shall be placed within the Government-Furnished upland placement area at the City of Grand Marais dump site as shown on the accompanying drawings, as stated in SECTION 35 20 23, Paragraph 3.3.6 Disposal of Excavated Materials of the specifications and as specified herein. The placement site is approximately 13 acres in area and the limits will be staked out by City personnel and the Contracting Officer. Materials may be heaped or mounded in order to facilitate drainage. The Contractor shall construct berms from on-site soils as necessary to contain the dredged material and associated water within the placement area. Placed materials shall be graded to match existing grades. An area for transferring dredged materials from scows or other marine hauling equipment to land hauling equipment is provided by the Government at the location shown on the contract drawings. Use of the off-loading area shall be coordinated with the City of Grand Marais. Temporary stockpiling of dredged materials at the off-loading area is not permitted. Demobilize when dredging work is completed.

2. The work for this Task Order shall conform to the contract specifications, this scope of work and the drawings identified on the following index:

FILE	DRAWING
Grand Marais Harbor, MN FY08 Maintenance Dredging General Plan, Location Map, Index of Drawings, Notes & Legend	1
Grand Marais Harbor, MN FY08 Maintenance Dredging Dredge Plan & Section	2

3. The hydrographic survey information shown on the drawings is based on condition soundings collected on the dates indicated. Final pay yardage will be determined by prior to dredging soundings and after dredging sounding surveys.

4. Performance Schedule: The Contractor shall be required to (a) commence work under this contract within ten 10 calendar days after the date the Contractor acknowledges the notice to proceed on the Task Order, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than thirty (30) calendar days after the Contractor receives the Notice

to Proceed. The time stated for completion shall also included final clean-up of the premises. It is anticipated that the Task Order will be issued no later than September 30, 2008.

5. The overdepth and side slope quantities for Grand Marais Harbor are as follows:

Grand Marais Harbor

		<u>Overdepth</u>	<u>Sideslope</u>
16.0 ft. depth	3000 cy	500 cy	
8.0 ft. depth	1000 cy	500 cy	

6. The character of materials for this dredging work is as described herein. For Grand Marais Harbor the material that is to be dredged above the required dredging prism is shoaled and native. Shoaled material will consist of varying proportions of silt, sand, gravel, and organics. Boulders have been encountered in the past. Native material may be encountered in the required dredging and overdepth prisms, and consists of clay, gravel, cobbles, and boulders. Hard digging can be expected, and there is the possibility of encountering bedrock. If encountered, bedrock may be left in place.

7. Tolerance Dimensions:

Shoal Tolerance: 0.5 feet vertical.

8. Bench Mark and horizontal control data for work under this Task Order will be provided by the Duluth Area Office.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 3230672D36099871 NA 96203

AMOUNT: \$319,300.00

CIN W56MES821479500001: \$319,300.00

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **(30) calendar days after the Contractor receives the Notice to Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$710.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
1.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts

to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
Minnesota, Cook County, Grand Marais

(End of provision)

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATIONS

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
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Class II.....	\$ 29.40	12.69+b&c
Class III.....	\$ 26.20	12.69+b&c
Class IV.....	\$ 21.80	12.69+b&c

FLOATING EQUIPMENT:

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

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

PAID HOLIDAYS (WHERE APPLICABLE):

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

FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
 - *Level A \$2.50 per hour
 - *Level B 2.00 per hour
 - *Level C 1.00 per hour
 - *Level D 0.50 per hour

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

CLASSIFICATION DESCRIPTIONS

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

Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION

WAGE DETERMINATION - MN59

General Decision Number: MN080059 08/08/2008 MN59

Superseded General Decision Number: MN20070059

State: Minnesota

Construction Type: Heavy

Counties: Aitkin, Becker, Beltrami, Big Stone, Blue Earth, Brown, Carlton, Cass, Chippewa, Clearwater, Cook, Cottonwood, Crow Wing, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hubbard, Itasca, Jackson, Kanabec, Kandiyohi, Kittson, Koochiching, Lac Qui Parle, Lake, Lake of the Woods, Le Sueur, Lincoln, Lyon, Mahnomen, Marshall, Martin, McLeod, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Norman, Otter Tail, Pennington, Pine, Pipestone, Pope, Red Lake, Redwood, Renville, Rice, Rock, Roseau, Sibley, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Wadena, Waseca, Watonwan, Wilkin, Winona and Yellow Medicine Counties in Minnesota.

HEAVY CONSTRUCTION PROJECTS (Does not include Water & Sewer

Lines or Treatment Plants)

Modification Number Publication Date

- 0 02/08/2008
- 1 05/02/2008
- 2 06/13/2008
- 3 07/11/2008
- 4 07/25/2008
- 5 08/08/2008

ELEC0110-009 05/01/2007

GOODHUE (West of Belle Creek, Minneola, Roscoe & Vasa Townships), KANABEC (South of Hillman, Peace & Pomroy Townships), LE SUEUR (East of Cleveland, Sharon, Tyrone & Washington Townships), MILLE LACS (South of Bradbury, Lewis & Onamia Townships), PINE (South of Arione, Barry, Clover, Hinckley & Ogema Townships) & RICE COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 33.60 3%+17.01

ELEC0242-006 06/02/2008

AITKIN, CARLTON, CASS (Bounded on the north by the south line of Leech Lake, Minnesota Island, Could, Bay River & Salem Townships), COOK, CROW WING, HUBBARD (Except Rockwood, Helga, Farden, Lake Hattie, Schoolcraft, Guthrie, Hart Lake, Lake Alice, Lake George, Hendrickson & Lakeport), ITASCA (Southerly 12 Townships, including Harris, Feely, Blackberry, Spang, Coodland, Sago & Wawina), KANABEC (Northern part, including Brook, Ford, Krosche, Hillman, Peace & Pomroy Townships), LAKE, MILLE LACS (Including Northerly Townships of Kathio, South Harbor, Isle, East Side, Onamia & Harbor), MORRISON, PINE (Excluding southerly Townships of Brook Park, Mission Creek, Munch, Crosby, Pokegama, Cross Lake, Chengwatana, Royalton, Rock Creek & Pine City), TODD & WADENA COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 31.08 59.25

ELEC0292-005 09/01/2006

BIG STONE, CHIPPEWA, KANDIYOHI, LAC QUI PARLE, MCLEOD, MEEKER, POPE, STEVENS & SWIFT COUNTIES

Rates Fringes

Electricians:

ELECTRICAL CONTRACTS

\$300,000 AND OVER:

Cable Splicer.....\$ 28.24 61.21%

Electrician.....\$ 27.24 61.21%

ELECTRICAL CONTRACTS UNDER

\$300,000

Cable Splicer.....\$ 27.05 63.67%

Electrician.....\$ 26.05 63.67%

ELEC0294-007 06/01/2008

KOOCHICHING (East of a line extending North and South from the easternmost point of the City limits of Grand Rapids) COUNTY

Rates Fringes

ELECTRICIAN.....\$ 31.21 58.75%

CABLE SPLICER: \$0.55 additional per hour

ELEC0294-009 06/01/2008

BELTRAMI, CASS (Northern part, bounded on the south by a line extending east & west of the south line of Boy River & Salem Townships), CLEARWATER, HUBBARD (Northern part bounded on the south by a line extending east and west of the south line of Lake Alice and Lake George Twp), ITASCA (Excluding the section south of a line extending east & west of the south line of Grand Rapids & Trout Lake Townships), KOOCHICHING (Western part bounded on the east by a line extending north and south from the easternmost point of the city limits of Grand Rapids) ITASCA (Western part bounded on the east by a line extending north and south from the easternmost point of the city limits of Grand Rapids) & LAKE OF THE WOODS (Excluding the northwest angle) COUNTIES

Rates Fringes

CABLE SPLICER.....\$ 31.76 58.75%

Electricians:

Electrical Installations

\$3,244,800 and over.....\$ 31.21 58.75%

Electrical Installations

Under \$3,244,800.....\$ 23.44 37.5%+5.70

ELEC0343-006 06/01/2006

BLUE EARTH, BROWN, COTTONWOOD, DODGE, FARIBAULT, FILLMORE, FREEBORN, GOODHUE (Except that portion west of Belle Creek, Minneola, Roscoe & Vasa Townships), JACKSON, LE SUEUR (Cleveland, Le Sueur, Ottawa, Sharon, Tyrone, Washington &

Kasota Townships), LINCOLN, LYON, MARTIN, MOWER, NICOLLET,
 REDWOOD, RENVILLE, SIBLEY, STEELE, WABASHA, WASECA, WATONWAN,
 WINONA & YELLOW MEDICINE COUNTIES

Rates Fringes

ELECTRICIAN

Brown, Cottonwood, Lincoln & Lyon Counties.....	\$ 25.05	10.68
Remaining Area.....	\$ 27.84	13.75

 ELEC0426-003 06/01/1999

MURRAY, NOBLES, PIPESTONE & ROCK COUNTIES

Rates Fringes

Electricians:

AREA 1:		
CABLE SPLICER.....	\$ 20.90	6.34
ELECTRICIAN.....	\$ 19.00	6.105
AREA 2:		
CABLE SPLICER.....	\$ 23.54	6.67
ELECTRICIAN.....	\$ 21.40	6.405

AREA 1: 0 to 10 miles from Worthington, Minnesota, and 0 to
 70 miles from Sioux Falls, South Dakota

AREA 2: Outside the above area.

 ELEC1426-006 06/01/2006

BECKER, DOUGLAS, GRANT, KITTSO, MAHNOMEN, MARSHALL, NORMAN,
 OTTER TAIL, PENNINGTON, RED LAKE, ROSEAU, TRAVERSE & WILKIN
 COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 23.02	12%+7.18
ELECTRICIAN.....	\$ 21.92	12%+7.18

 * ENGI0049-021 05/01/2008

Rates Fringes

Power Equipment Operator

AREA 1:		
GROUP 1.....	\$ 31.07	14.15
GROUP 2.....	\$ 30.07	14.15
GROUP 3.....	\$ 29.52	14.15
GROUP 4.....	\$ 29.22	14.15
GROUP 5.....	\$ 26.18	14.15

GROUP 6.....	\$ 24.97	14.15
AREA 2:		
GROUP 1.....	\$ 28.61	14.15
GROUP 2.....	\$ 27.61	14.15
GROUP 3.....	\$ 27.16	14.15
GROUP 4.....	\$ 26.86	14.15
GROUP 5.....	\$ 24.29	14.15
GROUP 6.....	\$ 23.42	14.15
AREA 3:		
GROUP 1.....	\$ 24.20	14.15
GROUP 2.....	\$ 23.20	14.15
GROUP 3.....	\$ 22.27	14.15
GROUP 4.....	\$ 21.96	14.15
GROUP 5.....	\$ 20.25	14.15
GROUP 6.....	\$ 19.65	14.15

AREA DESCRIPTIONS

AREA 1 (METRO): COOK & LAKE COUNTIES

AREA 2 (EASTERN): AITKIN, BLUE EARTH, CARLTON, CASS (South of the northern right-of-way of U.S. Hwy #2 & east of the Western right-of-way of U.S. Hwy #371), CROW WING (East of the western right-of-way of U.S. Hwy #371), DODGE, FARIBAULT, FILLMORE, FREEBORN, GOODHUE, ITASCA (East of the western right-of-way of MN Hwy #6), KANABEC, KOOCHICHING (East of a north-south line from the Canadian border to Pelland, the western right-of-way of U.S. Hwy #71 from Pelland to Big Falls & MN Hwy #6), LE SUEUR, MEEKER, MILLE LACS, MORRISON (East of the western right-of-way of U.S. Hwy #371 & U.S. Hwy #10 from Little Falls to the Morrison-Benton County line), MOWER, PINE, RICE, STEELE, WABASHA, WASECA & WINONA COUNTIES; & BROWN, MCLEOD, MARTIN, NICOLLET, SIBLEY & WATONWAN COUNTIES (East of the Western right-of-way of MN Hwy #15)

AREA 3 (WESTERN): BECKER, BELTRAMI, BIG STONE, CASS (Remainder), CHIPPEWA, CLEARWATER, COTTONWOOD, CROW WING (Remainder), DOUGLAS, GRANT, HUBBARD, ITASCA (Remainder), JACKSON, KANDIYOHI, KITTSO, KOOCHICHING (Remainder), LAC QUI PARLE, LAKE OF THE WOODS, LINCOLN, LYON, MAHNOMEN, MARSHALL, MORRISON (Remainder), MURRAY, NOBLES, NORMAN, OTTER TAIL, PENNINGTON, PIPESTONE, POPE, RED LAKE, REDWOOD, RENVILLE, ROCK, ROSEAU, STEVENS, SWIFT, TODD, TRAVERSE, WADENA, WILKIN & YELLOW MEDICINE COUNTIES; & BROWN, MCLEOD, MARTIN, MEEKER, NICOLLET, SIBLEY & WATONWAN (Remainder) COUNTIES

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - *Crane with over 135' Boom, excluding Jib; & Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over

GROUP 2 - Hydraulic Backhoe and/or similar equipment with Shovel- type Controls, up to 3 cu. yds.; Front End Loader, 5 cu. yds. & over; Locomotive Crane; Master Mechanic; Tandem Scraper; Tractor, boom type; Truck Crane, Crawler Crane

GROUP 3 - Dual Tractor; & Scraper - Struck Cap. 32 cu. yds. & over

GROUP 4 - Bituminous Roller (8 Tons & over); Cat Tractor with Rock Wagon or similar type; Front End Loader, over 1 cu. yd.; Mechanic; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; & Dismantling or Repair Mechanic

GROUP 5 - Bituminous Roller (Under 8 tons); Bituminous Rubber- tired Roller; Front End Loader, up to & incl. 1 cu. yd.; Loader (Barber Greene or similar type); & Tractor Operator, Bulldozer, 50 HP or less

GROUP 6 - Mechanic Tender; Mechanic, Space Heater (Temporary Heat); Roller on Gravel Compaction; Sheep Foot Roller; Tractor, Wheel type (over 50 HP); & Truck Crane Oiler

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;
CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:
TUNNELS, SHAFTS, ETC. - \$.25 PREMIUM
UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):
LEVEL A - \$1.25 PREMIUM
LEVEL B - \$.90 PREMIUM
LEVEL C - \$.60 PREMIUM

IRON0512-012 05/01/2008

BIG STONE, BLUE EARTH, BROWN, CHIPPEWA, COTTONWOOD, DODGE, DOUGLAS, FARIBAULT, FILLMORE, FREEBORN, GOODHUE, GRANT, JACKSON, KANABEC, KANDIYOHI, LAC QUI PARLE, LE SUEUR, LINCOLN, LYON, MARTIN, MCLEOD, MEEKER, MILLE LACS, MORRISON, MOWER, MURRAY, NICOLLET, NOBLES, OTTER TAIL, PIPESTONE, POPE, REDWOOD, RENVILLE, RICE, ROCK, SIBLEY, STEELE, STEVENS, SWIFT, TODD, TRAVERSE, WABASHA, WADENA, WASECA, WATONWAN, WINONA & YELLOW MEDICINE COUNTIES

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

IRON0563-010 05/01/2008

AITKIN, BECKER, BELTRAMI, CARLTON, CASS, CLEARWATER, COOK,
CROW- WING, HUBBARD, ITASCA, KITSON, KOOCHICHING, LAKE, LAKE OF
THE WOODS, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, PINE, RED
LAKE ROSEAU & WILKIN COUNTIES

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

* LABO0563-008 05/01/2008

	Rates	Fringes
Laborers:		
AREA 1:		
(1) Flagger.....	\$ 27.32	10.83
(5) Tunnel.....	\$ 28.02	10.83
(6) Pipelayer.....	\$ 29.32	10.83
AREA 2:		
(1) Flagger.....	\$ 26.82	10.26
(5) Tunnel.....	\$ 27.52	10.26
(6) Pipelayer.....	\$ 28.82	10.26
AREA 3:		
(1) Flagger.....	\$ 25.83	11.25
(5) Tunnel.....	\$ 26.53	11.25
(6) Pipelayer.....	\$ 27.83	11.25
AREA 4:		
(1) Flagger.....	\$ 22.64	10.31
(5) Tunnel.....	\$ 23.34	10.31
(6) Pipelayer.....	\$ 24.64	10.31
AREA 5:		
(1) Flagger.....	\$ 23.34	10.31
(5) Tunnel.....	\$ 24.04	10.31
(6) Pipelayer.....	\$ 25.34	10.31
AREA 6:		
(1) Flagger.....	\$ 18.99	9.11
(5) Tunnel.....	\$ 19.69	9.11
(6) Pipelayer.....	\$ 20.99	9.11

AREA DESCRIPTIONS

AREA 1: (District 1): PINE COUNTY

AREA 2: (District 2A): CARLTON, COOK & LAKE COUNTIES

AREA 3 : (District 2B): ITASCA COUNTY

AREA 4: (District 3A): KANABEC & MILLE LACS COUNTIES

AREA 5 : (District 3B): BLUE EARTH, BROWN, DODGE,
FARIBAULT, FILLMORE, FREEBORN, GOODHUE, LE SUEUR, MOWER,

NICOLLET, RICE, STEELE, WABASHA, WASECA AND WINONA COUNTIES

AREA 6: (District 4): AITKIN, BECKER, BELTRAMI, BIG STONE, CASS, CHIPPEWA, CLEARWATER, COTTONWOOD, CROW WING, DOUGLAS, GRANT, HUBBARD, JACKSON, KANDIYOHI, KITTSO, KOOCHICHING, LAC QUI PARLE, LAKE OF THE WOODS, LINCOLN, LYON, MAHNOMEN, MARSHALL, MARTIN, MCLEOD, MEEKER, MORRISON, MURRAY, NOBLES, NORMAN, OTTER TAIL, PENNINGTON, PIPESTONE, POPE, RED LAKE, REDWOOD, RENVILLE, ROCK, ROSEAU, SIBLEY, STEVENS, SWIFT, TODD, TRAVERSE, WADENA, WATONWAN, WILKIN AND YELLOW MEDICINE COUNTIES

PLUM0006-004 08/01/2007

DODGE, FARIBAULT, FILLMORE, FREEBORN, GOODHUE (Southern half), MOWER, RICE, STEELE, WABASHA, WASECA & WINONA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 33.81	13.60

PLUM0011-006 05/01/2007

CARLTON, COOK (A strip 20 miles inland along the shores of Lake Superior), KANABEC, LAKE (A strip 20 miles inland along the shores of Lake Superior) & PINE COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 32.15	14.05

* PLUM0126-004 05/01/2008

AITKIN, BECKER, BELTRAMI, CASS (Southern half), CLEARWATER, CROW WING, DOUGLAS, GRANT, HUBBARD, KITTSO, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN, OTTER TAIL, PENNINGTON, RED LAKE, ROSEAU, TRAVERSE, WADENA & WILKIN COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 29.39	11.83

PLUM0455-005 05/01/2008

GOODHUE COUNTY (Northern half)

	Rates	Fringes
PIPEFITTER.....	\$ 36.41	19.57

PLUM0455-011 05/01/2008

BLUE EARTH, BROWN, COTTONWOOD, JACKSON, LE SUEUR, LINCOLN,
 LYON, MARTIN, MURRAY, NICOLLET, NOBLES, PIPESTONE, REDWOOD,
 RENVILLE, ROCK, SIBLEY & WATONWAN COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 28.21	17.23

PLUM0539-005 05/01/2007		

MCLEOD & MILLE LACS COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 35.32	17.40

PLUM0539-009 05/01/2007		

BIG STONE, CHIPPEWA, KANDIYOHI, LAC QUI PARLE, MEEKER,
 MORRISON, POPE, STEVENS, SWIFT, TODD & YELLOW MEDICINE COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 31.57	15.59

PLUM0589-004 05/01/2008		

CASS (North of a parallel line drawn from the northern boundary
 of Crow Wing County, west to the east boundary of Wadena
 County), COOK (Except a strip 20 miles inland along the shores
 of Lake Superior), ITASCA KOOCHICHING, & LAKE (Except a strip 20
 miles inland along the shores of Lake Superior) COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 33.09	15.22

SUMN1994-003 07/08/1994		

	Rates	Fringes
CARPENTER.....	\$ 13.73	2.55
Laborers:		
Landscape.....	\$ 6.55	
Unskilled.....	\$ 12.33	3.18
PAINTER (Steel).....	\$ 19.42	4.72

Power Equipment Operator

Dragline.....	\$ 13.41	3.95
Grader.....	\$ 12.03	2.84

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION