

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-10-B-0012-0007	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-Oct-2010	PAGE OF PAGES 1 OF 58
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO. W911XK-11-C-0001	5. REQUISITION/PURCHASE REQUEST NO. W56MES01758287	6. PROJECT NO.
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7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT 477 MICHIGAN AVE RM 700 DETROIT MI 48226-2550 TEL: (313) 226-5148 FAX: (313) 226-2209	CODE W911XK	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME CATHERINE SHEPPARD	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313.226.2280
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SOLICITATION

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

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

FY10 Soo Recap-Replace Center Observation Deck and Security Fence, Sault Ste Marie, MI

Estimate cost \$1M to \$5M.

This procurement is a 100% set aside for small businesses.

The NAICS Code for this project is 237990 with a Small Business Size standard of \$33.5M.

A bid bond is required reference FAR provision

11. The Contractor shall begin performance within 10 calendar days and complete it within 180 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 52.211-10 _____.)

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

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 01:30 PM (hour) local time 14 Sep 2010 (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)*
 NOMAD CONSTRUCTION INCORPORATED
 MARC JACQUES
 4089 SOUTH NICOLET ROAD
 SAULT STE MARIE MI 49783

15. TELEPHONE NO. *(Include area code)*
 906-632-7767

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

See Item 14

CODE
0MWS3

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

\$2,050,000.00

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)*

MICHAEL FREESTONE / Added by SUMI

30B. SIGNATURE

30C. DATE

TEL: (313) 226-2797

EMAIL: michael.d.freestone@usace.army.mil

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY *Michael D. Freestone*

21-Oct-2010

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	See Bid Schedule FFP For Government Use Only FOB: Destination MILSTRIP: W56MES01758287 PURCHASE REQUEST NUMBER: W56MES01758287	1	Lump Sum	\$100,000.00	\$100,000.00

NET AMT	\$100,000.00
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ACRN AA CIN: W56MES017582870001	\$100,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	See Bid Schedule FFP For government use only FOB: Destination PURCHASE REQUEST NUMBER: W56MES01758287	1	Lump Sum	\$450,000.00	\$450,000.00

NET AMT	\$450,000.00
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ACRN AA CIN: W56MES017582870001	\$450,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	See Bid Schedule FFP For government use only	1	Lump Sum	\$1,500,000.00	\$1,500,000.00
FOB: Destination PURCHASE REQUEST NUMBER: W56MES01758287					
					NET AMT
					\$1,500,000.00
ACRN AA					\$1,500,000.00
CIN: W56MES017582870001					

DESCRIPTION OF WORK

This project involves the replacement of the center observation deck and the security fencing at the Soo Locks Facility, located in Sault Ste. Marie Michigan.

The observation deck removal includes the demolition of the existing steel structure and concrete footings, as well as removal of several existing electrical devices that will be reinstalled on the new platform. Construction of the new observation deck includes installing new concrete footings and constructing a new steel structure in the same location as the existing structure. The new structure will have two elevated viewing platforms and will be constructed of galvanized steel with glass walls, a metal roof and an insulated wall panel system. The project also includes reinstallation of various electrical devices and installation of new light fixtures inside the platform and mounted to the exterior of the structure.

The security fence replacement portion of the project will consist of removal of the existing chain link fence that currently separates the publically accessible park from the MacArthur Lock with a black steel fence that matches the existing fence at the street side of the park. The new fence will be installed in the same general location of the existing fence. The new fence will be constructed of shop finished steel with new concrete footings and outward curved security devices installed on the top of the fencing.

Both portions of the project will require temporary security fencing to ensure adequate facility security is maintained during construction.

The contractor shall coordinate with the Government the delivery and unloading of the optional items selected to be a part of the original bid based on the available budget. The quantities listed above are estimated from design drawings and are not based on actual field measurements. Contract shall refer to section 01 22 00 "Measurement and Payment" for explanation of all included in the proposed bid price. The Contracting Officer may exercise optional items (see "Evaluation of Options" FAR 52.217-5). Failure to bid on all items will result in a "non-responsive bid."

BID SCHEDULE

ITEM #	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization & Demobilization	1	Lump Sum	\$__NA__	\$ 100,000
0002	Remove and Replace Security Fence	1	Lump Sum	\$__NA__	\$ 450,000
0003	Remove and Replace Ctr Observation Deck	1	Lump Sum	\$__NA__	\$ 1,500,000
Sub Total – Items 0001 through 0003 – Base Items for New Fence/Observation Deck (CONTRACT AWARD BASE)					\$ 2,050,000
0004	Option 1 – Furnish and Deliver Fencing Materials (NOT EXERCISED)	335	Foot	\$ 225	\$75,375
0005	Option 2 – Install Fencing Materials (NOT EXERCISED)	335	Foot	\$ 22	\$7,370
0006	Option 3 – Furnish and Deliver Fencing Materials (NOT EXERCISED)	400	Foot	\$ 225	\$ 90,000
0007	Option 4 – Install Fencing Materials (NOT EXERCISED)	400	Foot	\$ 22	\$ 8,800
0008	Option 5 – Furnish and Deliver Fencing Materials (NOT EXERCISED)	490	Foot	\$ 225	\$ 110,250
0009	Option 6 – Install Fencing Materials (NOT EXERCISED)	490	Foot	\$ 22	\$ 10,780
0010	Option 7 – Furnish and Deliver Fencing Materials (NOT EXERCISED)	242	Foot	\$ 225	\$ 54,450
0011	Option 8 – Install Fencing Materials (NOT EXERCISED)	242	Foot	\$ 22	\$ 5,324
0012	Option 9 – Furnish and Deliver Fencing Materials (NOT EXERCISED)	472	Foot	\$ 225	\$ 106,200
0013	Option 10 – Install Fencing Materials (NOT EXERCISED)	472	Foot	\$ 22	\$ 10,384
0014	Option 11 – Furnish and Deliver Fencing Materials (NOT EXERCISED)	550	Foot	\$ 225	\$ 123,750
0015	Option 12 – Install Fencing	550	Foot	\$ 22	\$ 12,100

	Materials (NOT EXERCISED)				

TOTAL AMOUNT OF AWARD (CLINS 0001-0003) \$2,050,000

AMENDMENT 1

Amendment 0001 – FY10 Soo Replacement Center Observation Deck and Security Fence

SECTION 01 11 00 SUMMARY OF WORK

Delete: 1.1.1 Project Description

The work includes removal of existing center observation deck and chain link security fence, construction of a new center observation deck and security fence and incidental related work.

Add: 1.1.1 Project Description

The work includes removal of existing chain link security fence in proximity of the Center Observation Deck and construction of a new security fence. The Center Observation Deck shall also be removed and a new Center Observation Deck constructed. Additional sections of existing chain link security fence may also be furnished and delivered to the Soo Locks Complex or removed and replaced with new security fence at the option of the Government. Incidental related work shall be included.

SECTION 01 22 00.00 10 MEASUREMENT AND PAYMENT

Delete: SECTION 01 22 00.00 10 MEASUREMENT AND PAYMENT

Add: SECTION 01 22 00.00 10 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Schedule of Prices; G

1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. Contractor shall submit Schedule of Prices for lump sum payment items within 14 calendar days of issuance of the Notice to Proceed. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.2.1 Mobilization / Demobilization [Item No. 0001]

1.2.1.1 Payment

Payment will be made for the entire work complete in accordance with the drawings and specifications associated with Mobilization / Demobilization work.

1.2.1.2 Unit of Measure

Unit of measure: lump sum.

1.2.2 Remove and Replace Security Fence [Item No. 0002]

1.2.2.1 Payment

Payment will be made for the entire work complete in accordance with the drawings and specifications associated with Remove and Replace Security Fence work.

1.2.2.2 Unit of Measure

Unit of measure: lump sum.

1.2.3 Remove and Replace Observation Platform [Item No. 0003]

1.2.3.1 Payment

Payment will be made for the entire work complete in accordance with the drawings and specifications associated with Remove and Replace Observation Platform work.

1.2.3.2 Unit of Measure

Unit of measure: lump sum.

1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.3.1 Option-01 Furnish and Deliver Security Fence Materials [Item No. 0004]

1.3.1.1 Payment

Payment will be made for Option-01 Furnish and Deliver Security Fence in accordance with drawings and specifications (Division 00, Sections 09 96 00, 32 31 19) associated with the work. Work includes; site visits as required to obtain information necessary for the production of design shop drawings and layout plans; fabrication and painting of fence components; and delivery of fence components, including detailed assembly and installation drawings, to the Soo Locks Facility. This section of fence includes one swing gate with two (2) 8' leaves.

1.3.1.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.2 Option-02 Install Security Fence Materials [Item No. 0005]

1.3.2.1 Payment

Payment will be made for Option-02 Install Security Fence in accordance with drawings and specifications (Division 00, Sections 02 41 00, 09 96 00, 32 31 19, 32 92 19) associated with the work. Work includes: removal of existing chain link security fence, installation of the new security fence materials provided under Bid Item 0004.

1.3.2.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.3 Option-03 Furnish and Deliver Security Fence Materials [Item No. 0006]

1.3.3.1 Payment

Payment will be made for Option-03 Furnish and Deliver Security Fence in accordance with drawings and specifications (Division 00, Section 32 31 19) associated with the work. Work includes; site visits as required to obtain information necessary for the production of design shop drawings and layout plans; fabrication and painting of fence components; and delivery of materials, including detailed assembly and installation drawings, to the Soo Locks Facility. This section of fence includes one swing gate with two (2) 9' leaves.

1.3.3.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.4 Option-04 Install Security Fence Materials [Item No. 0007]

1.3.4.1 Payment

Payment will be made for Option-04 Install Security Fence in accordance with drawings and specifications (Division 00, 02 41 00, 09 96 00, 32 31 19, 32 92 19) associated with the work. Work includes: removal of existing chain link security fence and installation of the new security fence materials provided under Bid Item 0006.

1.3.4.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.5 Option-05 Furnish and Deliver Security Fence Materials [Item No. 0008]

1.3.5.1 Payment

Payment will be made for Option-05 Furnish and Deliver Security Fence in accordance with drawings and specifications (Division 00, Sections 09 96 00, 32 31 19) associated with the work. Work includes; site visits as required to obtain information necessary for the production of design shop drawings and layout plans; fabrication and painting of fence components; and delivery of materials, including detailed assembly and installation drawings, to the Soo Locks

Facility. This section of fence includes one swing gate with two (2) 10' leaves, and one gate with two 18' leaves.

1.3.5.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.6 Option-06 Install Security Fence Materials [Item No. 0009]

1.3.6.1 Payment

Payment will be made for Option-06 Install Security Fence in accordance with drawings and specifications (Division 00, 02 41 00, Sections 09 96 00, 32 31 19, 32 92 19) associated with the work. Work includes: removal of existing chain link security fence and installation of the new security fence materials provided under Bid Item 0008.

1.3.6.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.7 Option-07 Furnish and Deliver Security Fence Materials [Items No. 0010]

1.3.7.1 Payment

Payment will be made for Option-07 Furnish and Deliver Security Fence in accordance with drawings and specifications (Division 00, Sections 09 96 00, 32 31 19) associated with the work. Work includes; site visits as required to obtain information necessary for the production of design shop drawings and layout plans; fabrication and painting of fence components; and delivery of materials, including detailed assembly and installation drawings, to the Soo Locks Facility.

1.3.7.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.8 Option-08 Install Security Fence Materials [Items No. 0011]

1.3.8.1 Payment

Payment will be made for Option-08 Install Security Fence in accordance with drawings and specifications Division 00,Sections 02 41 00, 09 96 00, 32 31 19, 32 92 19) associated with

the work. Work includes: removal of existing chain link security fence and installation of the new security fence materials provided under Bid Item 0010.

1.3.8.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.9 Option-09 Furnish and Deliver Security Fence Materials [Item No. 0012]

1.3.9.1 Payment

Payment will be made for Option-09 Furnish and Deliver Security Fence in accordance with drawings and specifications (Division 00, Sections 09 96 00, 32 31 19) associated with the work. Work includes; site visits as required to obtain information necessary for the production of design shop drawings and layout plans; fabrication and painting of fence components; and delivery of materials, including detailed assembly and installation drawings, to the Soo Locks Facility. This section of fence includes one swing gate with two (2) 12' leaves.

1.3.9.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.10 Option-10 Install Security Fence Materials [Item No. 0013]

1.3.10.1 Payment

Payment will be made for Option-10 Install Security Fence in accordance with drawings and specifications (Division 00, Sections 02 41 00, 09 96 00, 32 31 19, 32 92 19) associated with the work. Work includes: removal of existing chain link security fence and installation of the new security fence materials provided under Bid Item 0013.

1.3.10.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.11 Option-11 Furnish and Deliver Security Fence Materials [Item No. 0014]

1.3.11.1 Payment

Payment will be made for Option-11 Furnish and Deliver Security Fence in accordance with drawings and specifications (Division 00, Sections 09 96 00, 32 31 19) associated with the work. Work includes; site visits as required to obtain information necessary for the production

of design shop drawings and layout plans; fabrication and painting of fence components; and delivery of materials, including detailed assembly and installation drawings, to the Soo Locks Facility. This section of fence includes two swing gates: one with one (1) 7' leaf, and one with two (2) 9' leaves.

1.3.11.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

1.3.12 Option-12 Install Security Fence Materials [Item No. 0015]

1.3.12.1 Payment

Payment will be made for Bid Option 0015 Install Security Fence in accordance with drawings and specifications (Division 00, Sections 02 41 00, 09 96 00, 32 31 19, 32 92 19) associated with the work. Work includes: removal of existing chain link security fence and installation of the new security fence materials provided under Bid Item 0015.

1.3.12.2 Unit of Measure

Unit of measure: per lineal foot (FT) as measured along the fence, with no deduction made for gates.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

-- End of Section --

DIVISION 09 – FINISHES

SECTION 09 96 00 HIGH-PERFORMANCE COATINGS

Delete: SECTION 09 96 00 HIGH PERFORMANCE COATINGS

Add: SECTION 09 96 00 HIGH PERFORMANCE COATINGS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

MASTER PAINTERS INSTITUTE (MPI)

MPI ASM

(2004) Architectural Painting Specification Manual

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section **01 33 00 SUBMITTAL PROCEDURES**:

SD-01 Preconstruction Submittals

Submit Material, Equipment and Fixture List in accordance with paragraph entitled, "Delivery, Handling and Storage," of this section.

SD-03 Product Data

Submit manufacturer's catalog data for the following items including manufacturer's name and identification. Data shall include detailed analysis of each special coating material required for the project, with all the coating constituents measured as percentages of the total weight of the coating. Manufacturer's data concerning application, thinning, and average coverage per gallon shall be included.

Epoxy Coatings

SD-04 Samples

Submit sample Color Chips in accordance with paragraph entitled, "Delivery, Handling and Storage," of this section.

SD-07 Certificates

Submit certificates for following items showing conformance with the referenced standards contained in this section.

Epoxy Coatings

1.3 DELIVERY, HANDLING AND STORAGE

Special coating materials must be delivered to the project in their original containers bearing manufacturer's name, descriptive label, and coating formulations. Provide new and unopened containers.

Special coating materials must be stored in tightly closed containers in a covered, well-ventilated area where they will not be exposed to excessive heat, fumes, sparks, flame, or direct sunlight. Protect water-based coatings against freezing.

Solvents, thinners, and equipment cleaners must be stored with the same care as the coating materials with ambient temperatures continuously maintained at a minimum 45 degrees F.

Submit Material, Equipment and Fixture List consisting of a list of proposed equipment to be used in performance of construction work.

Submit three color chips 3 inch by 4 inch or manufacture pull-down of each finish color and gloss as scheduled.

1.4 FIELD TESTS

Government may take dry-film tests from time to time on finished surfaces. Apply additional coatings to surfaces where there is less than the minimum specified dry-film thickness.

1.5 PROTECTIONS AND SAFETY PRECAUTIONS

Protect adjacent materials and equipment against damage from spillage, dripping, and spatter of coating materials. Building materials and equipment must be left clean and with all damaged surfaces corrected. Provide "WET PAINT" signs to indicate newly painted surfaces.

Provide forced ventilation for interior spaces during application and drying of coatings to prevent the buildup of toxic or explosive concentrations of solvent vapors.

Provide fire extinguishers of the required quantity and correct type to combat flammable liquid fires.

Dispose of rags that are used to wipe up coating materials, solvents, and thinners by drenching them with water and placing in a covered metal container.

1.6 QUALITY ASSURANCE

Comply with Master Painters Institute (MPI) Standards indicated and listed in "MPI Approved Products List." Comply with the requirements in "MPI Architectural Painting Specification Manual" before any project is started.

PART 2 PRODUCTS

2.1 EPOXY COATINGS

2.1.1 General

Conform to **MPI ASM**, No. 116 for epoxy coatings, as modified.

Vehicle resins for finish coats must be based on a polyamide-cured, epoxy-resin material. Apply finish coats with a dry-film thickness of not less than 4 mils per coat. Finish color and gloss must be as indicated.

2.1.2 Concrete Surface Coatings

Apply an epoxy slip-resistant deck coating system in conformance with **MPI ASM**, No. 82. Prime coat must fill concrete surface pores with a total dry-film thickness of not less than 2 mils.

2.1.3 Ferrous and Galvanized Metal Surface Coatings

Coatings on ferrous and galvanized metal surfaces must be a prime coat and not less than two finish coats. Comply with **MPI ASM**, No. 101 for an epoxy zinc primer with a metallic-zinc pigment for the substrate to be coated and the end use of the coated surface. Resin solids and zinc pigment must not be less than 80 percent of the total weight of the coating material. Apply prime coat with a total dry-film thickness of not less than 4 mils. Provide an epoxy-based finished coat as specified.

2.1.4 Aluminum Surface Coatings

Apply an Epoxy Coating System in conformance with **MPI ASM**, No. 80 and **MPI ASM**, No. 77. Apply prime coat with a total dry-film thickness of not less than 4 mils.

2.1.5 Security Fence Coatings

2.1.5.1 Powder Coatings

Powder Coating: EAS-6-00023 Zinc Primer and POWDURA RAL Series Super Durable TGIC FREE POLYESTER Powder Coating manufactured by The Sherwin-Williams Company, or approved equal.

2.1.5.2 Liquid Coatings

ZINC CLAD 5 ORGANIC ZINC-RICH PRIMER and Polane S Plus UVR Polyurethane Enamel manufactured by The Shirwin-Williams Company, or approved equal.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

3.1.1 Concrete Surfaces

Conform to **MPI ASM** for substrates indicated. Remove plates, machined surfaces, and similar items already in place that are not to be coated. Provide surface-applied protection before surface preparation and coating where removal is impractical or impossible. After completing coating operations, reinstall items that were removed.

Clean dirt, oil, grease, and incompatible paints from substrates to ensure bonding. Coordination of shop-applied prime coats with high-performance coatings is critical. Remove incompatible primers. Reprime substrate with compatible primers as required to produce coating systems indicated.

3.1.1.1 Galvanized-Metal Substrates

Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.

3.1.1.2 Aluminum Substrates

Remove surface oxidation.

3.1.1.3 Wood Substrates

Prep substrates by scraping and cleaning small, dry, seasoned knot. Sand surfaces smooth. Apply a thin coat of knot sealer before applying an interior latex-based wood primer. Prime edges, ends, faces, undersides, and back sides of wood. After priming, fill holes and crevices to the finished surface with putty or plastic wood filler. After finished surface is dry, smooth surface by sanding. For a finished product.

3.1.1.4 Security Fence

General substrate preparation shall include but is not limited to: ensuring substrate is free of grease, oil, dirt, fingerprints, drawing compounds, any contamination, and surface preparation treatments to ensure optimum adhesion and coating performance properties.

Substrate shall be prepared using methods recommended in writing by coating manufacturer.

3.2 COATING MATERIAL PREPARATION

3.2.1 General

Mix and prepare coating materials in accordance with the coating manufacturer's printed instructions for the particular material and coat to be applied. Keep materials which are not in actual use in closed containers.

Coating materials that have been mixed with an automatic shaker must be allowed to stand to let air bubbles escape, and then given a final hand mixing before application. Stir materials so as to produce a mixture of uniform density. Stir at frequent intervals during application to prevent skinning. Do not stir film which may form on the surface of the material. Remove film and strain, if necessary.

3.2.2 Thinning

Thinning must be done in accordance with coating manufacturer's printed directions for the particular material and coat.

3.2.3 Tinting

Prime and intermediate coats of paint must be a slightly different tint from the finish coat to facilitate identification of each coat. Tinting must be done by the coating manufacturer and clearly identified as to color and coat.

3.3 APPLICATION OF COATING MATERIALS

3.3.1 General

Do not perform exterior painting in damp or rainy weather. Interior painting must not be allowed until the building is enclosed and has thoroughly dried out. Do not allow painting below 50 degrees F and above 95 degrees F. Painting application must be in accordance with the coating manufacturer's recommendations, and as specified.

Application of coatings must be done by skilled applicators. Apply coatings to clean and properly prepared surfaces. Apply coatings carefully with clean, high-quality application equipment. Allow sufficient time between coats to ensure complete drying and curing. Surfaces must be sanded and dusted between coatings, as required, to produce a surface free of visible defects. High gloss coatings and clear finishes must be lightly sanded between coats to ensure bond of following coats.

Apply coats to the surfaces in an even film. Do not accept cloudiness, spotting, holidays, laps, application marks, runs, sags, and other similar surface imperfections. Remove defective coating applications and recoat as directed.

Coating lines such as wainscots must be sharp, true, and well-defined. Tape may be used to establish coating lines, providing tape is removed before ragging or sawtooth edges form.

Surfaces, including edges, corners, crevices, welds, and other similar changes in surface plane, must receive a dry-film thickness not less than specified.

3.3.2 Brush Application

Brushes must be clean and the proper size and type for high-quality application of the specified coating materials. Slow-dry coatings must be brushed out. Quick-dry coatings must be brushed only enough to spread out evenly.

3.3.3 Roller Application

Roller covers must be clean and of the proper nap length, nap texture, and material for high-quality application of the specified coating materials.

Roller application must be done carefully and must be equivalent in all respects to the same coats applied by high-quality brush application.

3.3.4 Spray Application

Spray application equipment must be limited to airless-spray equipment and electrostatic-spray equipment. Equipment must be clean and operated by workmen skilled in high quality application of coating materials.

Spray application of coatings must be limited to finish coats on metal frame works, siding, decking, wire mesh, and other surfaces where hand work would be inferior. Sprayed coatings must be carefully applied and equivalent in all respects to the same coats applied by high quality brush application. Each spray coat must be permitted to cure before the succeeding coat is applied. Do not permit doubling back with application equipment, for the purpose of building up film thickness of two coats in one operation.

Surfaces adjacent to areas to be spray coated shall be covered to prevent damage from overspray, coating rebound, and spray drift.

3.3.5 Security Fence

Painting of the Security Fence shall be performed as part of the manufacturing process in accordance with the paint manufacturer's written specifications.

Onsite field painting shall only be performed to repair minor defects/scratching occurring during the assembly process. All onsite field painting shall be approved by the Contracting Officer's Representative prior to application. Onsite field painting shall be in accordance with the paint manufacturer's written specifications.

3.4 ACCEPTANCE PROVISIONS

3.4.1 Repairing

Remove damaged and unacceptable portions of completed work and replace with new work to match adjacent surfaces at no additional cost to the Government.

3.4.2 Cleaning

At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

Application equipment must be cleaned promptly and thoroughly with a suitable solvent after each use and stored in a clean, covered, well-ventilated container.

Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

-- End of Section --

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 32 31 19 HIGH-SECURITY STEEL FENCES AND GATES

Delete: 1.4 DELIVERY, STORAGE, AND HANDLING

ADD: 1.4 DELIVERY, STORAGE, AND HANDLING

Deliver materials to site in an undamaged condition. Store materials off the ground to provide protection against oxidation caused by ground contact.

Materials for bid items 0004, 0006, 0008, 0010, 0012, and 0014 shall be delivered to the Soo Locks Complex. The delivery date, time, and location within the complex shall be coordinated with the COR.

Delete: 2.6.1 Gate Assembly

Add: 2.6.1 Gate Assembly

Provide gate assembly of the type and swing shown. Provide gate frames adequate to support

gate assembly.

Gates to be furnished under bid items 0004, 0006, 0008, 0010, 0012, and 0014 shall be fabricated with swinging leaves, lockable steel gate latch, and drop rod assembly.

CHANGE TO PLANS

SHEET 21 OF 33 A-301 BUILDING SECTIONS

Add: Revised detail, SHEET NO.S-1, 1/A-301 LEVEL 2 AND LEVEL 3 HANDRAIL
(See Attached Details)

SHEET 22 OF 33 A-302 BUILDING AND WALL SECTIONS

Add: Revised detail, SHEET NO. S-2, 1/A-302 LEVEL 2 AND LEVEL3 HANDRAIL
(See Attached Details)

SHEET 23 OF 33 A-501 ARHITECURAL DETAILS

Add: Revised detail, SHEET NO. S-3, 7/A-501 LEVEL 3 HANDRAIL SECTION DETAIL
(See Attached Details)

SHEET 17 OF 33 S-401 FRAMING DETAILS & MOMENT CONNECTIONS

Delete: Detail D2 BEAM CONN. DETAIL

Add: Revised detail, SHEET NO. S-4, REVISED BEAM CONN. DETAIL D2/S401
(See Attached Details)

SHEET 24 OF 33 A-502 ARCHITECTURAL DETAILS

Delete: 8 SECTION DETAIL

Add: Revised detail, SHEET S-5, 8/A-502 SECTION DETAIL REVISION
(See Attached Details)

Delete: 11 SECTION DETAIL

Add: Revised detail, SHEET S-6, 11/A-502 SECTION DETAIL REVISION
(See Attached Details)

SHEET 10 OF 33 C-501 FENCE DETAILS

Delete: SHEET 10 OF 33 C-501 FENCE DETAILS

Add: SHEET 10 OF 33 C-501 FENCE DETAILS (05 FENCE PICKET DETAIL)
(See Attached SHEET 10 OF 33, C-501)

ADD: SHEET 04 OF 33 XX101 BID OPTION ITEMS

END OF AMENDMENT

AMENDMENT 3

CHANGES TO SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 58 01 PROJECT SIGN AND SAFETY SIGN

Delete: 2.1.3 Project Identification Label

FOR LINE 3, ARRA Signage

Add: To End of Section 01 58 01 PROJECT SIGN AND SAFETY SIGN

Plate 01 58 00.00 03-1

Plate 01 58 00.00 03-2

(SEE ATTACHED)

DIVISION 05 – METALS

SECTION 05 12 00 STRUCTURAL STEEL

Delete: 1.4 AISC QUALITY CERTIFICATION

Work shall be fabricated in an AISC certified Category STD fabrication plant.

CHANGES TO PLANS

SHEET: OBSERVATION DECK SITE DEMOLITION

Add: SHEET : CD104, REV DATE: 08-30-10
(SEE ATTACHED)

SHEET: S-100 STRUCTURAL GENERAL NOTES

Delete: FOUNDATION

5. MINIMUM ALLOWABLE SOIL BEARING PRESSURE = 2000 PSF

Add: FOUNDATION

5. MINIMUM ALLOWABLE SOIL BEARING PRESSURE = 3000 PSF
(SEE ATTACHED)

SHEET: S-200 FOUNDATION PLAN & DETAILS

Delete: FOUNDATION PLAN NOTES

1. ASSUMED SOIL BEARING CAPACITY OF 2000 PSF

Add: FOUNDATION PLAN NOTES

1. ASSUMED SOIL BEARING CAPACITY OF 3000 PSF
(SEE ATTACHED)

END OF AMENDMENT

AMENDMENT 4

Questions and Answers

This document will be continually updated with questions and answers as the due date for bids approaches. Please be sure to check www.fbo.gov using this solicitation number for the latest Q&A document.

Added 19 August 2010

1. **QUESTION:** What is the expected award date for this contract?

ANSWER: No later than 30 September.

2. **QUESTION:** When does the Government expect the Project to be completed?

ANSWER: Within 180 days after the notice to proceed. The expectation is that the Contractor will work throughout the winter months, which would encompass adverse

weather conditions. Clause 52.236-4020 indicates the number of days when adverse weather is expected, therefore the contractor will not be allowed to submit a request for additional time unless the number of days exceeds those listed. During the concrete installation phase, the contractor needs to either provide cold weather protection or erect an enclosure, and the Government will provide a steam connection that may be used for heat.

3. **QUESTION:** Will the insurance requirements be posted for this work?

ANSWER: All Contractors should follow guidance in the FAR, section 28.307-2.

Added 31 August 2010

4. **QUESTION:** If any of the alternates are added will the construction of the selected alternates coincide with the construction of the base bid?

ANSWER: If selected, the fence fabrication and delivery to the site are to occur within the duration of the contract. If selected, the fence installations are to occur within the duration of the contract

5. **QUESTION:** It has been extremely difficult to find an ASIC Certified Fabrication shop that will supply the structural steel or the security fence. Is there any chance that qualification would be waved?

ANSWER: Please see Amendment #3 posted on www.fbo.gov

6. **QUESTION:** There are no anchor rods called out on the column schedule for the C-2 Columns. Please clarify?

ANSWER: C-2 columns do not require anchor rods because they are part of the cantilevered wing-walls, see sheet A-201 Exterior Elevations.

7. **QUESTION:** What type of pier is to be used under the C-2 steel column? There is no pier called out on sheet S-200. Please Clarify.

ANSWER: C-2 columns do not require piers because they are part of the cantilevered wing-walls, see sheet A-201 Exterior Elevations.

8. **QUESTION:** Do you know how much the anchors at the visitor center weigh?

ANSWER: The anchors will not need to be removed for this project, disregard the anchor removal notes on sheet CD104. Amendment will be forthcoming.

9. **QUESTION:** Do the Anchors at the Visitor Center have to be put back into their original place?

ANSWER: The anchors will not need to be removed for this project, disregard the anchor removal notes on sheet CD104. Amendment will be forthcoming.

10. **QUESTION:** How far are we going to have to haul the Anchors to be removed from the visitor center to where they are going to be stored?

ANSWER: The anchors will not need to be removed for this project, disregard the anchor removal notes on sheet CD104. Amendment will be forthcoming.

11. **QUESTION:** Is this project an ARRA Project? In spec section 01 58 01 subsection 2.1.3 Project identification Label one of the requirements is the ARRA signage. Please clarify.

ANSWER: No, disregard the ARRA signage requirements. Amendment will be forthcoming.

12. **QUESTION:** Are all of the personal listed in the CQC going to be required for the full duration of the project or can one person cover more than one area?

ANSWER: See specification section 01 45 04.00 10, 3.4.1 and 3.4.3. Personnel listed in 3.4.3 are only required for the specialties pertinent to this project. These specialized personnel will only be required to be physically on site during work on their areas of responsibilities. One person may fulfill more than one role as long as that person meets the qualifications for each role they fulfill

13. **QUESTION:** Is all of the steel galvanized?

ANSWER: Yes, all steel is hot-dipped galvanized – See Amendment 1

14. **QUESTION:** Is the handrail galvanized?

ANSWER: Yes, all handrails/guardrails are to be hot-dipped galvanized, See Amendment 1

15. **QUESTION:** Does galvanized steel get painted?

ANSWER: Yes, Epoxy painting of the Observation Platform, Stairs and Ramps is included. See Specification section 09 96 00, 2.1.3 and 2.1.4.

16. **QUESTION:** Section 099600 has a concrete surface coating specified. What areas get covered? Does the exterior ramp going up to the structure get coated?

ANSWER: Traffic coating to be Tremco Vulkem 350NF/351 or approved equal. (Apply to Observation Deck Concrete areas: Ramp & Elevated Platform)

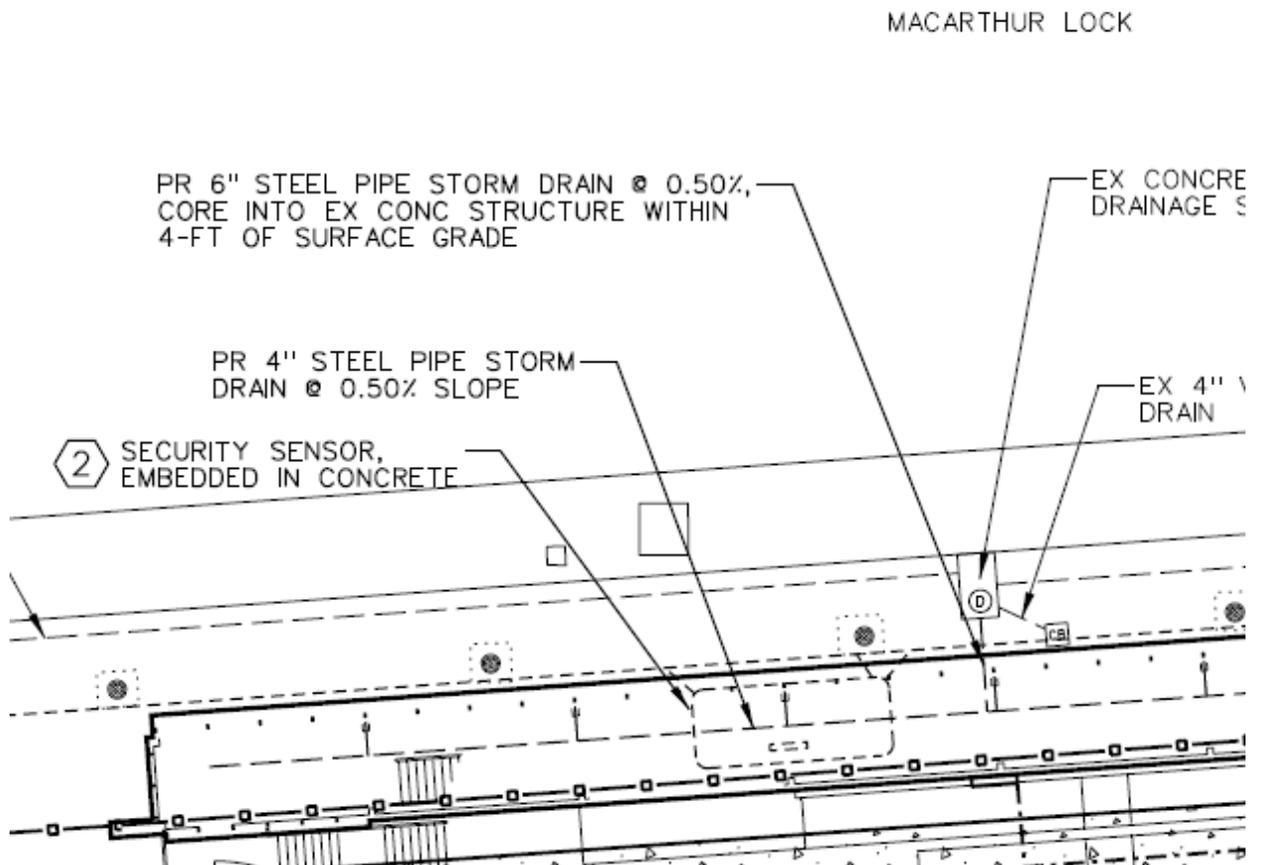
17. **QUESTION:** The area under the existing structure and to the lock is a concrete surface.

The drawings do not indicate any work occurring in this area. Will this concrete be removed and replaced by others? If not please provide details showing the removal and replacement details.

ANSWER: Contractor is to determine the amount of concrete removal necessary to install the structure foundations (Observation deck supports, piers for stairs and ramp, post supports for security fencing, etc.) and coordinate with the COR.

18. **QUESTION:** There is a drain pipe shown tying into the roof drain downspouts and an existing manhole. Is this pipe buried or does it lay on the existing concrete that is mentioned in question 5? Provide details for its installation.

ANSWER: The pipe is to be buried (See Note shown below on sheet CP104). Buried steel pipe is to be encased in polyethylene tubing (ANSI/AWWA C105/A21.5).



19. **QUESTION:** Section 051200 – Structural Steel states that the steel will be fabricated in an AISC Certified Plant. To our knowledge, such a facility does not exist in the Upper Peninsula or Northern Lower Michigan. The only ones that we are aware of are in Southern Michigan, but the job is not big enough for them and they will not quote it.

Either remove this requirement or provide us a list of approved fabricators.

ANSWER: Please see Amendment #3 posted on www.fbo.gov

20. QUESTION: What are the reinforcing requirements for the P1 piers?

ANSWER: (4) #8 Bars vertical with 18" legs with #3 stirrups @ 10" o.c. (See Pier schedule, Sheet S-200)

21. QUESTION: Drawing S-200 Pier schedule P-1 references detail A2 for reinforcing sizes. Detail A2 references the pier schedule. Please provide reinforcing size for P-1 piers

ANSWER: See Question Q17 and Answer A17 above.

22. QUESTION: S-200 Foundation Plan has numerous size callouts that don't match any sizes on the pier schedule. For example, a note near the center indicates "2'-6" dia x 4'-0" deep concrete foundation T.O.F. =121'-6", Typ of (24) this ramp. Most of these piers are called out specifically as P-2's and P-3's which don't match this sizing. Are the notes correct or the specific pier callouts?

ANSWER: The Pier Schedule takes precedence for pier sizes.

23. QUESTION: Is there any data available concerning the thickness of the existing concrete at the location of the new observation deck?

ANSWER: There are no specific details that show the thickness of the concrete under the observation deck, assume 6" reinforced concrete for bidding purposes.

24. QUESTION: Referencing Sheet S-100 Structural Steel Notes – Note 11 it indicates that all materials are to be shop coated with a standard primer. However referencing sheet A-101 General Notes - First, Note 1 indicates that A-101 General Notes apply to all drawings, and then Note 10 indicates all steel to be galvanized.

ANSWER: Shop coating with a standard primer will not be required since all steel is required to be hot-dipped galvanized. All hot-dipped galvanized steel is to be epoxy coated (see spec section 09 96 00, 2.1.3).

AMENDMENT 7**CHANGES TO SPECIFICATIONS****DIVISION 08 – OPENINGS****SECTION 08 88 53 DETENTION AND SECURITY GLAZING**

Delete: 2.3 DETENTION GLAZING TYPES

a. Type 6: 5/16 inch nominal laminated glass: 1/8 inch clear chemically-strengthened glass, 0.090 inch polyvinyl butyral interlayer, 1/8 inch clear chemically-strengthened glass with Low-E coating on inside surface.

Add: 2.3 DETENTION GLAZING TYPES

a. Minimum 1/2 inch nominal laminated glass: minimum 1/4 inch clear heat-strengthened glass, 0.090 inch polyvinyl butyral interlayer, minimum 1/4 inch clear heat-strengthened glass with Low-E coating on inside surface.

CHANGES TO PLANS**SHEET CP102 – FENCE SITE PLAN**

Delete: Electrical Note 2: Light fixture to be 250 watt metal halide type IV optic distribution, 480v ballast for mounting on pole matching fence posts. Fixture to be single head matching existing pier light style.

Add: Electrical Note 2: Light fixture to be 250 watt metal halide type IV optic distribution, 480v ballast for mounting on pole matching fence posts. Fixture to be single head matching existing pier light style. Existing pier light fixtures are Philips GARDCO GULLWING G18-1-Q-250PSMH-480-BRP. New fixtures shall be these or an approved equal.

Add: Electrical Note 5: For bidding purposes assume a maximum of 10 existing receptacles along the length of the fence that the contractor will be required to removed and reinstall on the new fence.

END OF AMENDMENT

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
52.214-26	Audit and Records--Sealed Bidding	MAR 2009
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	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
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8 (Dev)	Payrolls and Basic Records (Deviation)	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	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	SEP 2009
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
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
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	APR 2010
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
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
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
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
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
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

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if--

(i) In the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if--

(i) In the subcontractor's preceding fiscal year, the subcontractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days after contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(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. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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 date specified in the contract for exercising 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/sizestandardstocics/>.

(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 that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause 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 238990 assigned to contract number W911XK-11-C-0001.

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

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (FEB 2009)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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;

(2) A construction material manufactured in the United States, if--

(i) 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; or

(ii) The construction material is a COTS item.

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. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). 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)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

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

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

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic 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) Use of Project Site: Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information regarding physical data.

(End of clause)

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

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

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

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

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

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

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

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

- (1) Requires a change to this, the instant contract, to implement; and
 - (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and

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

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing.

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

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

252.236-7001 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.

INDEX	SHEET	TITLE
01	G-001	Title Sheet
02	CD101	Fence Demolition Plan
03	CD102	Fence Demolition Plan
04	CD103	Fence Demolition Plan
05	CD104	Observation Deck Site Demolition
06	CP101	Fence Site Plan, Upper Canal Park
07	CP102	Fence Site Plan
08	CP103	Fence Site Plan
09	CP104	Observation Deck Site Plan

10	C-501	Fence Details
11	C-502	Fence Details
12	C-503	Site Details
13	S-100	Structural General Notes
14	S-200	Foundation Plan & Details
15	S-300	Level 2 Framing Plan, and Level 3 Framing Plan
16	S-400	Roof Framing Plan
17	S-401	Framing Details & Moment Connections
18	A-101	Grade Level Floor Plan, Demolition Plan, General Notes, Symbols Legend, and Sheet Index
19	A-102	Level 2 Floor Plan and Level 3 Floor Plan
20	A-201	Exterior Elevations
21	A-301	Building Sections
22	A-302	Building and Wall Sections
23	A-501	Architectural Details
24	A-502	Architectural Details
25	A-503	Stair Enlarged Plans, Sections & Details
26	A-504	Stair Enlarged Plans, Sections & Details
27	A-505	Ramp Enlarged Plans, Sections & Details
28	M-101	Structure Storm Drainage
29	ED101	Grade Level & Level 1 Electrical Demolition
30	EL101	Grade Level Electrical Plan
31	EL102	Level 1 Electrical Plan
32	EL103	Level 2 Electrical Plan
33	E-501	Electrical Details

End of clause)

Section 00800 - Special Contract Requirements

52.236-4020 TIME EXTENSION

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 (ALL SITES)

JAN	FEB	MAR	APR		MAY	JUN
31	29	31	1-15 15	16-30 5	7	7

JUL	AUG	SEP	OCT	NOV		DEC
7	9	11	15	1-15 8	16-30 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)

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 323041KBKH017380 NA 96203
AMOUNT: \$2,050,000.00
CIN W56MES017582870001: \$2,050,000.00

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within ten 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 180 days. The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(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 \$793.00 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)

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

(2) The remaining 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.

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

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the [USACE Detroit District](#) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the USACE Detroit District, 477 Michigan Avenue, Detroit, MI 4822, Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the [USACE Detroit District](#) Security Office will process the investigation in coordination with the Contractor and contract employees.

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

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

(End of Clause)

PARTNERING

This project involves the replacement of the center observation platform and the security fencing at the Soo Locks Facility, located in Sault Ste. Marie Michigan.

The observation platform removal includes the demolition of the existing steel structure and concrete footings, as well as removal of several existing electrical devices that will be reinstalled on the new platform. Construction of the new observation platform includes installing new concrete footings and constructing a new steel structure in the same location as the existing structure. The new structure will have two elevated viewing platforms and will be constructed of galvanized steel with glass walls, a metal roof and an insulated wall panel system. The project also includes reinstallation of various electrical devices and installation of new light fixtures inside the platform and mounted to the exterior of the structure.

The security fence replacement portion of the project will consist of removal of the existing chain link fence that currently separates the publically accessible park from the MacArthur Lock with a black steel fence that matches the existing fence at the street side of the park. The new fence will be installed in the same general location of the existing fence. The new fence will be constructed of shop finished steel with new concrete footings and outward curved security devices installed on the top of the fencing. Both portions of the project will require temporary security fencing to ensure adequate facility security is maintained during construction.

WAGE DET MI 4 UPDATED 9/3/2010

General Decision Number: MI100004 09/03/2010 MI4

Superseded General Decision Number: MI20080004

State: Michigan

Construction Type: Building

Counties: Alger, Chippewa, Delta, Dickinson, Luce, Mackinac, Marquette, Menominee and Schoolcraft Counties in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	07/02/2010
2	08/06/2010
3	08/13/2010
4	09/03/2010

ASBE0047-001 07/01/2009

CHIPPEWA, LUCE AND MACKINAC COUNTIES:

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems.....	\$ 28.42	15.41

ASBE0127-003 05/31/2009

ALGER, DELTA, DICKINSON, MARQUETTE, MENOMINEE AND SCHOOLCRAFT
COUNTIES:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR Includes the application of all insulating materials; protective coverings, coatings, and finishings to all types of mechanical systems.....	\$ 27.54	19.38

BOIL0169-001 07/01/2008

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

BRMI0006-001 05/01/2009

	Rates	Fringes
Bricklayer; plasterer; marble, terrazzo and tile setter.....	\$ 24.88	14.43
CEMENT MASON/CONCRETE FINISHER...	\$ 24.88	14.43
Pointer, caulker and cleaner.....	\$ 24.88	14.43

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

CARP1510-001 05/01/2009

ALGER, CHIPPEWA, DELTA, DICKINSON, LUCE, MACKINAC AND MARQUETTE
COUNTIES; MENOMINEE COUNTY (except for that part south of
County Road K at Amberg, Wisconsin, starting on the west at the
Menominee River and ending on the east at the Bay of Green
Bay); AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
CARPENTER (Includes concrete forms; Does not include drywall finisher) DRYWALL HANGER; SOFT FLOOR LAYER.....	\$ 26.27	12.18
MILLWRIGHT.....	\$ 30.78	12.40
Piledriver.....	\$ 26.47	12.18

FOOTNOTES:

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

Work on industrial construction, defined as industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes: \$.25 per hour additional.

ELEC0158-001 06/02/2008

MENOMINEE COUNTY (Townships of Ingallston, Melon and Menominee)

	Rates	Fringes
ELECTRICIAN.....	\$ 27.27	7.62+26.25%

FOOTNOTE: Work 40 or more ft. above the floor or ground, if not working on approved equipment, for the time when work is performed; also, work in tunnels under construction and where gas accumulaton rquires the use of protective equipmnet: 20% of the regular straight time rate of pay, additional.

ELEC0219-001 05/31/2010

DICKINSON COUNTY:

	Rates	Fringes
ELECTRICIAN (Does not include low-voltage work)		
Electrical contracts of \$90,000 or less.....	\$ 26.24	16.59
Electrical Contracts over \$90,000.....	\$ 28.44	16.65

FOOTNOTES: All industrial work over 30 ft. above the ground, unless on solid flooring or grating permanently attached in place: 10% per hour additional.Over 60 ft.: 20% per hour additional.Over 90 ft.: 30% per hour additional.Work performed within 3 ft. of an unguarded opening at the above-mentioned heights to receive the above-mentioned premiums.Work in underground mines, except mine shaft work: 10% per hour additional.

ELEC0979-001 06/01/2009

DELTA COUNTY; MENOMINEE COUNTY (does not include the townships of Ingallston, Melon and Menominee); AND SCHOOLCRAFT COUNTY:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.69	13.45+4%

FOOTNOTES: Work on chimneys, stacks, or towers where the worker is required to work at a distance of twenty-five

(25) feet but less than fifty (50) feet from the ground or floor to the working area (catwalks are not to be considered as a permanent floor): 10% additional. Work as defined above over fifty (50) feet but less than seventy-five (75) feet from the ground or floor: 20% additional. Work as defined above over seventy-five (75) feet but less than one hundred (100) feet from the ground or floor: 30% additional. Work as defined above over one hundred (100) feet from the ground or floor: to be paid at the double time rate.

 ELEC1070-002 06/01/2009

	Rates	Fringes
ELECTRICIAN		
Contracts \$130,000 and under.....	\$ 27.33	15.99+1%
Contracts over \$130,000.....	\$ 29.33	16.05+1%

 ELEV0085-005 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.73	20.035

FOOTNOTE: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Friday after, and Christmas Day.

 ENGI0324-009 05/01/2010

	Rates	Fringes
OPERATOR: Power Equipment (Including underground work)		
Crane operator, main boom & jib 120' or longer.....	\$ 26.78	18.65
Crane operator, main boom & jib 140' or longer.....	\$ 27.03	18.65
Crane operator, main boom & jib 220' or longer.....	\$ 27.28	18.65
GROUP 1.....	\$ 26.28	18.65
GROUP 2.....	\$ 23.03	18.65
GROUP 3.....	\$ 22.45	18.65
GROUP 4.....	\$ 21.51	18.65
Mechanic with truck and tools.....	\$ 27.78	18.65

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

boom and jib 400 feet or longer is \$3.00 per hour above the 220 ft. boom and jib rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

ENGI0325-006 10/01/2009

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON, SCHOOLCRAFT

	Rates	Fringes
Power equipment operators - hazardous waste removal:		
LEVEL A:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 31.09	17.80
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 32.77	17.80
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 33.07	17.80
GROUP 1.....	\$ 30.12	17.80
GROUP 2.....	\$ 25.72	17.80

LEVEL B AND C:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operators.....	\$ 30.14	17.80
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 31.71	17.80
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 32.03	17.80
GROUP 1.....	\$ 29.17	17.80
GROUP 2.....	\$ 24.78	17.80

LEVEL D WHEN CAPPING

LANDFILL:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operators.....	\$ 28.59	17.80
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 30.27	17.80
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 30.57	17.80
GROUP 1.....	\$ 27.62	17.80
GROUP 2.....	\$ 23.23	17.80

LEVEL D:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operators.....	\$ 28.84	17.80
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 30.52	17.80
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 30.82	17.80
GROUP 1.....	\$ 27.87	17.80
GROUP 2.....	\$ 23.48	17.80

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, slope paver, 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

ENGI0326-019 05/01/2010

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 23.43	18.65
Crane operator, main boom & jib 120' or longer.....	\$ 27.18	18.65
Crane operator, main boom & jib 140' or longer.....	\$ 27.43	18.65
Crane operator, main boom & jib 220' or longer.....	\$ 27.68	18.65
Mechanic with truck and tools.....	\$ 28.18	18.65
Oiler and fireman.....	\$ 22.13	18.65
Operator.....	\$ 26.68	18.65

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

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

* IRON0008-008 06/07/2010

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
Contracts \$10,000,000 or greater.....	\$ 24.93	21.47
Contracts less than \$10,000,000.....	\$ 21.84	21.47

LABO0005-004 10/01/2008

	Rates	Fringes
Laborers - hazardous waste abatement:		
Work performed inside the building and up to and including 5 ft. outside		

the building:		
Level A, B or C.....	\$ 22.18	10.35
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 21.18	10.35
Work performed over 5 ft. outside the building:		
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 19.44	9.80
Level A, B or C.....	\$ 20.44	9.80

LABO0259-009 08/01/2010

	Rates	Fringes
Asbestos Laborer		
Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished;		
loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....	\$ 25.09	11.94

LABO0334-013 07/01/2010

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 19.08	6.25
GROUP 2.....	\$ 14.88	6.25

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

LABO1329-001 05/01/2010

Rates	Fringes
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Laborers:

Commercial Construction		
GROUP 1.....	\$ 19.58	11.54
GROUP 2.....	\$ 19.98	11.54
GROUP 3.....	\$ 20.33	11.54
GROUP 4.....	\$ 17.63	11.54
GROUP 5.....	\$ 21.63	11.54
Industrial Construction		
GROUP 1.....	\$ 21.24	11.54
GROUP 2.....	\$ 21.64	11.54
GROUP 3.....	\$ 21.99	11.54
GROUP 4.....	\$ 17.83	11.54
GROUP 5.....	\$ 23.29	11.54

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

LABORER CLASSIFICATIONS

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

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

GROUP 3: Caisson worker and airtrack

GROUP 4: Watchman, Fire watch and Hole watch

GROUP 5: Digester, tanks & kilns

PAIN1011-001 06/01/2010

	Rates	Fringes
Drywall Finisher and foam applicator.....	\$ 25.78	9.17
PAINTER		
Work on iron ore processing plants, water tanks, petroleum tanks, chemical tanks or vessels, towers, bridges, radio and television towers, church steeples, blast furnaces, smoke stacks, flag poles, aircraft hangers, power plants, heating plants, water treatment plants and buildings affixed to or		

included in an industrial complex and paper mills.....\$ 19.61 8.92
 Work on multiple housing units and all housing units over 4 stories, offices, stores , banks, commercial garages, gas stations, restaurants, motels, hotels, theaters, depots, churches, commercial warehouses, marinas, schools, dormitories, funeral homes and all other like structures.....\$ 14.02 8.92

FOOTNOTES: High pay (bridges, overpasses, watertowers): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

 PLUM0111-002 07/01/2010

	Rates	Fringes
PLUMBER/PIPEFITTER (Includes HVAC piping).....	\$ 29.49	19.12

FOOTNOTES: Welders working on Chrome Moly or PP Stamp work: \$.50 per hour additional. Workers working in a confined space as defined in Title 29 Code of Federal Regulations 1910.146, and required to wear a selfcontained breathing apparatus: \$1.00 per hour additional. Workers working with or around hazardous materials as specified in Title 29 Code of Federal Regulations 1926.62, and required to wear protective rubber gloves, boots and a self contained breathing apparatus or a complete hazardous materials protective bodysuit (Level B or more protective): \$1.00 per hour additional.

 ROOF0149-014 05/01/2009

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 16.16	9.65
Slater.....	\$ 18.31	9.65

 SFMI0669-005 04/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 30.96	16.35

 SHEE0007-006 06/01/2008

	Rates	Fringes
SHEET METAL WORKER (Includes		

HVAC duct work).....\$ 27.96 17.04

SUMI2001-001 08/10/2001

	Rates	Fringes
Power Equipment Operator		
EXCAVATOR.....	\$ 17.62	3.28

TEAM0328-001 05/01/2003

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 19.62	3.76/hr.+ a
GROUP 2.....	\$ 19.77	3.76/hr.+ a
GROUP 3.....	\$ 19.83	3.76/hr.+ a
GROUP 4.....	\$ 19.98	3.76/hr.+ a

FOOTNOTE:

a. \$17.80 per day

PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day and Thanksgiving Day, if the regular work day immediately preceding or following the holiday is either worked or an excused absence.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: All other trucks

GROUP 2: Heavy duty, double axle and semi trucks

GROUP 3: Truck repair and maintenance

GROUP 4: Euclid type equipment

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.

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

