

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TAS::96 4902::TAS FFP FY12 MD St Joseph Harbor	1	Lump Sum	\$336,175.00	\$336,175.00
--For Accounting Purposes Only-- FOB: Destination PURCHASE REQUEST NUMBER: W56MES20382123					
					NET AMT
					\$336,175.00
ACRN AA CIN: W56MES203821230001					\$336,175.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-APR-2012	1	N/A FOB: Destination	

BID SCHEDULE

PROJECT NAME: FY12 Maintenance Dredging at St. Joseph Harbor, Michigan

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO. UNIT PRICES PROVIDED BELOW WILL BE USED TO DETERMINE LOW BID.

ITEM	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	FY12 Maintenance Dredging St. Joseph Harbor, Michigan				
	Mobilization and Demobilization	1	LS	<u>\$61,000.00</u>	<u>\$61,000.00</u>
0002	Dredging to 23.0 ft. and 21.0 ft Below L.W.D.				
0002AA	First 15,000 Cubic Yards	15,000	CY	<u>\$7.00</u>	<u>\$105,000.00</u>
0002AB	Over 15,000 Cubic Yards	16,500	CY	<u>\$5.95</u>	<u>\$98,175.00</u>
Total amount of Base Bid					<u>\$264,175.00</u>
0003	Option 1 Dredging to 24.0 ft.				
0003AA	First 2,000 Cubic Yards	2,000	CY	<u>\$5.00</u>	<u>\$10,000.00</u>
0003AB	Over 2,000 Cubic Yards	15,500	CY	<u>\$4.00</u>	<u>\$62,000.00</u>
Total Amount of Option 1 Bid					<u>\$72,000.00</u>
0004	Option 2 Dredging to 21.0 ft.				
0004AA	First 5,000 Cubic Yards	5,000	CY	<u>\$4.50</u>	<u>\$22,500.00</u>
0004AB	Over 5,000 Cubic Yards	5,000	CY	<u>\$4.00</u>	<u>\$20,000.00</u>
Total Amount of Option 2 Bid					<u>\$42,500.00</u>
CLIN 0004 OPTION 2 NOT EXERCISED					
Total Amount of Base and Options					<u>\$378,675.00</u>

NOTE 1: Proposal evaluation shall be based upon Lowest Priced Technically Acceptable. To be technically acceptable, offerors shall submit a Schedule that is consistent with the period of performance and provide a list of the equipment that will be used on the project.

SCOPE OF WORK

1. Mobilize dredge to St. Joseph Harbor. Dredge between sta. 32+00W and sta. 0+00. Option 1 dredging is from sta. 12+50W to sta. 32+00W. Option 2 dredging is from sta. 30+00E to sta. 43+00E.

Place the dredged materials onto the shoreline disposal site as follows: beginning at a point 50ft. south of the centerline of Park Street extended and then extending 1300 ft southerly, placement shall be as shown on the accompanying drawings and as specified herein. The lakeward and landward limits of placement shall be the most landward 4.0 ft. depth contour and elevation +4.0 ft. The maximum elevation of placed materials shall not exceed +4.0 ft. above L.W.D. During placement the Contractor shall minimize erosion of existing shoreline sediments. If shore ice is present during placement operations, dredged materials may be placed directly upon the ice within the required limits. Demobilize when dredging work is completed.

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

3. 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. When an option has been exercised for increased depth or area at a specific location, all overdepth to 1.0 ft. below the required dredging areas and sideslope quantities associated with the Base Bid dredging areas shall be paid for at the applicable unit costs for the Base Bid AA and AB items. All other quantities dredged will be paid for at the unit costs associated with the option dredge areas.

4. The overdepth and side slope quantities for this Task Order are as follows:

Base	<u>Overdepth</u> 9,000 cy	<u>Sideslope</u> 500 cy
Option 1	<u>Overdepth</u> 14,000 cy	<u>Sideslope</u> 500 cy
Option 2	<u>Overdepth</u> 3,000 cy	<u>Sideslope</u> 500cy

5. The character of materials for this dredging work is as described herein. For St. Joseph Harbor Outer Portion from sta. 32+00W to sta. 0+00, the shoaling that has occurred since the last time the area was dredged consists of mainly sand with varying amounts of silt and organic content. Driftwood, cobbles and boulders may be encountered near revetments, breakwaters and pier heads. For St. Joseph Harbor from sta. 30+00E to sta. 43+00E the material within the required dredging prism consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material contains medium to fine sand

and silt in varying proportions and organic material. Some debris, such as tires and wood may be encountered. See Paragraph 3.1.1, Obstruction of SECTION 35 20 23 of the base specifications.

6. Tolerance Dimensions:

Side Slope Tolerance: 25 feet horizontal

Shoal Tolerance: 0.5 feet vertical

7. Special Project Procedures:

a. State of Michigan – Allowed and Prohibited Dredging

During the following periods of the year dredging is allowed:

<u>Harbor</u>	<u>Allowed Period</u>
St. Joseph Harbor (Outer)	15 July through 30 April

b. Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 01 December and 31 March inclusive and the days in this period will not be counted when computing the required completion date. The Contractor may perform work, unless otherwise prohibited, during all or any part of this period upon giving prior written notice to the Contracting Officer.

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

CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION IN CONJUNCTION WITH THIS PROPOSAL:

Location/Type/Kind of Equipment proposed: _____

Time to mobilize equipment to Location/Area: _____

Production Capability of Equipment _____ cubic yards per day.

OMBUDSMAN

The Ombudsman for this contract is:

Beverly Y. Thomas
Principal Assistant Responsible
for Contracting - Atlanta (PARC-ATL)
National Contracting Organization (NCO)

U.S. Army Corps of Engineers
60 Forsyth Street, SW
ATTN: CECT-ATL
Atlanta, GA 30303-8801
Phone: 404 562-5051

Section 00100 - Bidding Schedule/Instructions to Bidders

FAR 52.204-10 INFORMANTION

1. In accordance with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), this modification is being issued to administratively incorporate FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010), in full text. Contractor compliance with this FAR Clause is effective immediately.
2. In accordance with FAR 52.204-10, subparagraph (c)(1), required reporting information, the following information is provided for subparagraphs (x), (xi), (xii), (xiii) and (xiv):
 - (1) x - Awarding Agency Name and Code: U. S. Army Engineer District Detroit, MI; Agency Code: **96CE**
 - (2) xi - Funding Agency Name and Code: U. S. Army Engineer District Detroit, MI: Agency Code: **96CE**
 - (3) xii - Government Contracting Office Code: **W911XK**
 - (4) xiii- Treasury Account Symbol (TAS): 96 3123
 - (5) xiv – Applicable North American Industry Classification System code (NAICS): 237990
3. The FFATA Subaward Reporting System (FSRS) will collect data from Federal prime contractors on subcontracts they award. Prime Contractors awarded a federal contract or order that is subject to Federal Acquisition Regulation Clause 52.204-10 (Reporting Executive Compensation and First-Tier Subcontract Awards) are required to file a FFATA subaward report by the end of the month following the month in which the prime contractor awards any subcontract greater than \$25,000. This reporting requirement will be phased-in as follows:
 - (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.
4. All other portions of the contract remain unchanged.

Section 00700 - Contract Clauses

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)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work (including any exercised options) ready for use not later than 30 April 2012. The time stated for completion shall include final cleanup of the premises. The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 12 April 2012.

The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

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

This variation in estimated quantities clause is applicable only to Items Nos. 0002, 0003 and 0004.

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

(b) Where the actual quantity of work performed for Items Nos. 0002, 0003 and 0004 is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity.

(c) If the actual quantity of work performed under Items Nos. 0002, 0003 and 0004 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0002, 0003 and 0004 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantity.

(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 by April 15, 2012. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

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

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II - MI Lower Peninsula. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of

negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

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:

<u>FILE</u>	<u>DRAWING</u>	<u>SHEET</u>
St. Joseph Harbor, MI – Outer Portion	JH101	1

FY12 Maintenance Dredging
Dredge Plan and Location Map

St. Joseph Harbor, MI – Outer Portion FY12 Maintenance Dredging Dredge Plan, Notes, Legend and Typical Section	JH102	2
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St Joseph Harbor, MI - Outer Portion FY12 Maintenance Dredging Dredge Plan	JH103	3
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(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 252082DFHF017350 NA 96203
AMOUNT: \$336,175.00
CIN W56MES203821230001: \$336,175.00

WAGE DETERMINATION IL18

General Decision Number: IL120018 01/06/2012 IL18

Superseded General Decision Number: IL20100018

State: Illinois

Construction Types: Heavy (Dredging and Marine)

Counties: Illinois Statewide.

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

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

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

Modification Number	Publication Date
0	01/06/2012

* SUIL2003-001 01/01/2011

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

	Rates	Fringes
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Dredging:

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

Hydraulic Dredging

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

MECHANIC

FLOATING EQUIPMENT:

Illinois

Class I.....\$ 51.30	24.90+b&c
Class II-A.....\$ 49.80	24.90+b&c
Class II-B.....\$ 52.80	24.90+b&c
Class III.....\$ 44.35	24.90+b&c
Class IV.....\$ 36.85	24.90+b&c

FLOATING EQUIPMENT: Indiana

Class I.....\$ 46.60	21.50+b&c
Class II-A.....\$ 45.10	21.50+b&c
Class II-B.....\$ 45.10	21.50+b&c
Class III.....\$ 40.15	21.50+b&c
Class IV.....\$ 33.35	21.50+b&c

FLOATING EQUIPMENT:

Michigan

Class I.....\$ 37.20	22.60+b&c
Class II.....\$ 35.70	22.60+b&c
Class III.....\$ 31.80	22.60+b&c

Class IV.....	\$ 26.45	22.60+b&c
FLOATING EQUIPMENT:		
Minnesota		
Class I.....	\$ 38.95	15.85+b+c
Class II-A.....	\$ 37.45	15.85+b&c
Class II-B.....	\$ 37.95	15.85+a&b
Class III.....	\$ 33.35	15.85+b&c
Class IV.....	\$ 27.75	15.85+b&c
FLOATING EQUIPMENT:		

New York:(Cattaraugus, Chautauga, Erie and Orleans Counties)		
Class I.....	\$ 37.20	23.79+b&c
Class II-A.....	\$ 35.70	23.79+b&c
Class II-B.....	\$ 38.70	23.79+b&c
Class III.....	\$ 31.80	23.79+b&c
Class IV.....	\$ 26.45	23.79+b&c
FLOATING EQUIPMENT:		

New York:(Cayuga, Jefferson, Oswego, and St. Lawrence Counties)		
Class I.....	\$ 37.20	22.95+b&c
Class II-A.....	\$ 35.70	22.95+b&c
Class II-B.....	\$ 39.20	22.95+b&c
Class III.....	\$ 31.80	22.95+b+c
Class IV.....	\$ 26.45	22.95+b&c
FLOATING EQUIPMENT:		

New York:(Monroe and Wayne Counties and the City of Rochester)		
Class I.....	\$ 39.15	20.88+b&c
Class II-A.....	\$ 37.65	20.88+b&c
Class II-B.....	\$ 41.65	20.88+b&c
Class III.....	\$ 33.50	20.88+b&c
Class IV.....	\$ 27.85	20.88+b&c
FLOATING EQUIPMENT:		

New York:(Niagara)		
Class I.....	\$ 39.00	22.20+b&c
Class II-A.....	\$ 37.50	22.20+b&c
Class II-B.....	\$ 39.50	22.20+b&c
Class III.....	\$ 33.35	22.20+b&c
Class IV.....	\$ 27.75	22.20+b&c
FLOATING EQUIPMENT:		

Ohio:(Ashtabula, Cuyahoga, Erie,Lake, and Lorain Counties)		
Class I.....	\$ 37.20	12.25+b&c
Class II-A.....	\$ 35.70	12.25+b&c
Class II-B.....	\$ 35.70	12.25+b&c

Class III.....	\$ 31.80	12.25+b&c
Class IV.....	\$ 26.45	12.25+b&c

FLOATING EQUIPMENT:

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

Class I.....	\$ 37.20	12.25+b&c
Class II-A.....	\$ 35.70	12.25+b&c
Class II-B.....	\$ 35.70	12.25+b&c
Class III.....	\$ 31.80	12.25+b+c
Class IV.....	\$ 26.45	12.25+b&c

FLOATING EQUIPMENT:

Pennsylvania:(Erie County):

Class I.....	\$ 37.20	20.44+b&c
Class II-A.....	\$ 35.70	20.44+b&c
Class II-B.....	\$ 35.70	20.44+a&b
Class III.....	\$ 31.80	20.44+b&c
Class IV.....	\$ 26.45	20.44+b&c

FLOATING EQUIPMENT:

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

Class I.....	\$ 38.95	17.90+b&c
Class II-A.....	\$ 37.45	17.90+b&c
Class II-B.....	\$ 37.95	17.90+b&c
Class III.....	\$ 33.35	17.90+b&c
Class IV.....	\$ 27.75	17.90+b&c

PAID HOLIDAYS (WHERE APPLICABLE):

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

FOOTNOTES:

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

Such wages shall be above the classifications of work listed
under mechanical dredging and Marine construction of this

general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct
Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)
Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender
Class II-B Friction, Lattice Boom, or any Crane
Certifications
Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.
Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and

the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION