

# ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-12-D-0006		2. DELIVERY ORDER/ CALL NO. 0004		3. DATE OF ORDER/ CALL (YYYYMMDD) 2012 Mar 27		4. REQ./ PURCH. REQUEST NO. W56MES20462277		5. PRIORITY			
6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT 477 MICHIGAN AVE RM 700 DETROIT MI 48226-2550			CODE W911XK		7. ADMINISTERED BY (if other than 6) <b>SEE ITEM 6</b>			CODE		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)	
9. CONTRACTOR M C M MARINE, INC. -DARWIN J. MCCOY NAME AND ADDRESS SAULT SAINTE MARIE MI 49783-2445			CODE 0LAW1		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		
14. SHIP TO <b>SEE SCHEDULE</b>			CODE		15. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054			CODE 964145		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.								
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE <b>See Schedule</b>											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		<b>SEE SCHEDULE</b>									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA TEL: (313) 226-5148 EMAIL: marilyn.r.hill@lre.usace.army.mil BY: MARILYN R HILL					<i>Marilyn R Hill</i> CONTRACTING / ORDERING OFFICER		25. TOTAL \$333,508.00		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section 00010 - Solicitation Contract Form

AMENDMENT 0001

Solicitation Amendment No. 0001

For Solicitation No. W911XK-12-R-0011

FY12 Maintenance Dredging Manistee Harbor, Michigan

**CHANGES TO DRAWING (TEXT ONLY) SHEET 2 OF 2:**

**DELETE:** Text “DOWNSTREAM LIMIT OF OPTION 1 DREDGING TO 23.0 FT. BELOW L.W.D.” AND “UPSTREAM LIMIT OF OPTION 1 DREDGING TO 23.0 FT. BELOW L.W.D.”

**ADD:** Text “DOWNSTREAM LIMIT OF REQUIRED DREDGING TO 23.0 FT. BELOW L.W.D.” AND “UPSTREAM LIMIT OF REQUIRED DREDGING TO 23.0 FT. BELOW L.W.D.”

\*NOTE: Revised drawing will not be issued incorporating this amendment.

**END OF AMENDMENT**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TAS:: 96 4902::TAS FFP Great Lakes Dredging Base Period --For Accounting Purposes Only-- FOB: Destination PURCHASE REQUEST NUMBER: W56MES20462277	1	Lump Sum	\$333,508.00	\$333,508.00
				NET AMT	\$333,508.00
				ACRN AA	\$333,508.00
				CIN: W56MES204622770001	

## Section 00100 - Bidding Schedule/Instructions to Bidders

**BID SCHEDULE**

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 Manistee Harbor, Michigan Mobilization and Demobilization	1	LS	\$72,000.00	\$72,000.00
0002	Dredging – Manistee Harbor to 25 ft. and 23ft. below L.W.D				
0002AA	First 16,600 Cubic Yards	16,600	Cubic Yards	\$6.78	\$112,548.00
0002AB	Over 16,600 Cubic Yards	17,000	Cubic Yards	\$5.88	\$99,960.00
	<b>Total Amount of Base Bid for Manistee Harbor</b>				\$284,508.00
0003	Option 1 Dredging – Manistee Harbor to 25 ft, below L.W.D.				
0003AA	First 4,600 Cubic Yards	4,600	Cubic Yards	\$5.00	\$23,000.00
0003AB	Over 4,600 Cubic Yards	5,200	Cubic Yards	\$5.00	\$26,000.00
	<b>Total Amount of Option Bid for Manistee Harbor</b>				\$49,000.00
	<b>Total Amount of Bid for Manistee Harbor</b>				\$333,508.00

NOTE 1: The government may award Option 1 depending on the availability of funds. Options are based on quantity, not area to be dredged. The required and optional areas to be dredged will be based on the Government's prior-to-dredged soundings taken within the limits shown on the drawings. The required and optional depths as indicated on the drawing will be based on prior-to-dredge soundings.

NOTE 2: 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 Manistee Harbor. Dredge between sta.1+00W and sta.28+00W.

Place the dredged materials onto the shoreline disposal sites as follows: beginning at a point 3000 ft, south of the south breakwater, then extending 2000 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 12.0 ft. depth contour and the most landward 8 ft. depth contour. For materials that are placed lakeward of the 8.0 ft. depth contour, a clear depth of 4.0 ft. from the top of the placed materials to the water surface shall be maintained. During placement the Contractor shall minimize erosion of existing shoreline sediments. Demobilize when dredging work is completed.

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

TITLE	DRAWING
Manistee Harbor, Michigan FY12 Maintenance Dredging General Plan, location Map, Vicinity Map, Legend, Notes and Typical Section	C-01
Manistee Harbor, Michigan FY12 Maintenance Dredging Dredge Plan	C-02

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

4. 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. All other quantities dredged will be paid for at the unit costs associated with the option dredge areas.

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

Base	<u>Overdepth</u> 8,000 cy	<u>Sideslope</u> 1,500 cy
Option	<u>Overdepth</u> 3,000 cy	<u>Sideslope</u> 1000 cy

6. 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 primarily sand and zebra mussel shells in the outer portion, with higher silt contents and organic material in the river portion. Material dredged from the overdepth prism may consist of shoaled and native material. Native material consisting of dense sand with gravel and stiff sandy clay may be encountered in the overdepth prism and side slopes

7. Tolerance Dimensions:

Side Slope Tolerance: 25 feet horizontal.

Shoal Tolerance: 0.5 feet vertical.

8. Special Project Procedures:

- a. State of Michigan – Allowed Dredging  
During the following periods of the year dredging is allowed:

<u>Harbor</u>	<u>Allowed Periods</u>
Manistee Harbor	15 July through 30 April

- b. Work period restrictions: No work is allowed at the project sites during the following Holiday periods: 6:00 pm 25 May 2012 to 6:00 am 29 May 2012 and 6:00 pm, 31 Aug 2012 to 6:0 am 4 September 2012.

No work will be required during the period between 15 November and 01 April 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.

9. 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: Soo, MI Dredge Louise, 16” Hyd.

Time to mobilize equipment to Location/Area: 2-10 days

Production Capability of Equipment 3000-9000 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 00700 - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

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 option) 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 9 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)

## 52.217-7 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 10, 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. 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:

Title	Drawing No.
Manistee Harbor, Michigan FY12 Maintenance Dredging General Plan, location Map, Vicinity Map, Legend, Notes and Typical Section	C-01

Manistee Harbor, Michigan  
FY12 Maintenance Dredging  
Dredge Plan

C-02

(End of clause)

## Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 0822427 3230FC8418010480 NA 96203  
AMOUNT: \$333,508.00  
CIN W56MES204622770001: \$333,508.00

## CLAUSES INCORPORATED BY FULL TEXT

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 and 0003.

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

(c) If the actual quantity of work performed under Items Nos. 0002 and 0003 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 and 0003 exceeds 115% or is less than 85% of the estimated quantity of any such sub item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(End of clause)

WAGE DETERMINATION

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. Environmental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct  
 Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)  
 Class II-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.

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

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

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

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END OF GENERAL DECISION