

ORDER FOR SUPPLIES OR SERVICES

| | | | | |
|---|-------------------------------------|---|---|-------------|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-12-D-0008 | 2. DELIVERY ORDER/ CALL NO. 0002 | 3. DATE OF ORDER/ CALL (YYYYMMDD) 2012 May 24 | 4. REQ./ PURCH. REQUEST NO. W56MES20462284 | 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) | CODE | |
| SEE ITEM 6 | | | | | 8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other) |

| | | | | | | | |
|---|------|-------|----------|--------------------|---|---|--|
| 9. CONTRACTOR LUEDTKE ENGINEERING COMPANY NAME KURT LUEDTKE AND 10 4TH ST ADDRESS FRANKFORT MI 49635-8302 | CODE | OFUL2 | FACILITY | | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE | 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 SEE SCHEDULE | CODE | | 15. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054 | CODE | 964145 | | |
| | | | | | | | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. |

| | | | |
|-------------------|----------------|-------------------------------------|---|
| 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 checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1 | | | |

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

See Schedule

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

| | | | | |
|--|---|---|-----------------|--------------|
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | 24. UNITED STATES OF AMERICA TEL: (313) 226-5148 EMAIL: marilyn.r.hill@lre.usace.army.mil BY: MARILYN R HILL | <i>Marilyn R Hill</i> CONTRACTING / ORDERING OFFICER | 25. TOTAL | \$532,400.00 |
| | | | 26. DIFFERENCES | |

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

| | | |
|--|-----------------------|---|
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | c. DATE (YYYYMMDD) | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------------------|---|

| | | | | |
|--|--------------|--------------------|--------------|--|
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 28. SHIP NO. | 29. DO VOUCHER NO. | 30. INITIALS | |
|--|--------------|--------------------|--------------|--|

| | | | | |
|---------------------|-------------------|--|-------------|---------------------------------|
| f. TELEPHONE NUMBER | g. E-MAIL ADDRESS | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 32. PAID BY | 33. AMOUNT VERIFIED CORRECT FOR |
|---------------------|-------------------|--|-------------|---------------------------------|

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

| | |
|-----------------------|--|
| a. DATE (YYYYMMDD) | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER |
|-----------------------|--|

| | | |
|-------------|---|------------------------|
| 31. PAYMENT | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. CHECK NUMBER |
| | | 35. BILL OF LADING NO. |

| | | | | | |
|-----------------|-----------------|---------------------------------|----------------------|---------------------|---------------------|
| 37. RECEIVED AT | 38. RECEIVED BY | 39. DATE RECEIVED (YYYYMMDD) | 40. TOTAL CONTAINERS | 41. S/R ACCOUNT NO. | 42. S/R VOUCHER NO. |
|-----------------|-----------------|---------------------------------|----------------------|---------------------|---------------------|

Section 00010 - Solicitation Contract Form

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|--------------|--------------|
| 0001 | TAS::96 3123::TAS FFP FY12 Maintenance Dredging of Rouge River, MI | 1 | Lump Sum | \$532,400.00 | \$532,400.00 |
| | --FOR ACCOUNTING PURPOSES ONLY-- FOB: Destination PURCHASE REQUEST NUMBER: W56MES20462284 | | | | |
| | | | | NET AMT | \$532,400.00 |
| | ACRN AA CIN: W56MES204622840001 | | | | \$532,400.00 |

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 |

BID SCHEDULE

FY12 Maintenance Dredging Rouge River, MI

| ITEM | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|--|--|----------|------|---------------------|----------------------------|
| 0001 | FY12 Maintenance Dredging Rouge River, MI. | | | | |
| | Mobilization and Demobilization | | | | |
| | | 1 | JOB | <u>\$154,400.00</u> | <u>\$154,400.00</u> |
| 0002 | Dredging 30,000 Cubic Yards | 30,000 | CY | <u>\$12.60</u> | <u>\$378,000.00</u> |
| 0003 | Option Dredging 20,000 Cubic Yards -OPTION NOT EXERCISED- | 20,000 | CY | <u>\$10.50</u> | <u>\$210,000.00</u> |
| Total Amount of Bid for Rouge River | | | | | <u>\$742,400.00</u> |

NOTE 1: Regarding Option Items the Government may elect to award Option Items. If Option Items are awarded, the Government reserves the right to limit the quantity of material up to the Estimated Quantity of the Option Items. See Clause 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR1989).

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.

NOTE 3: Clause 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984) is only applicable to CLIN 0002.

SCOPE OF WORK

1. The Contractor shall mobilize to the Rouge River, MI. and dredge the quantity of material listed in the bid schedule Item 0002. The material shall be dredged from the maximum dredge prism, defined as a depth of 22.0' below Low Water Datum (LWD), required depth 21.0' below LWD + 1.0' allowable overdepth, bounded by the channel lines with a 1:2 sideslope extending outward. The specific areas, between the upstream and downstream limits of dredging, where the Contractor shall be directed and required to remove shoals will be determined by the Contracting Officer from surveys made by the Government indicating the condition of the channel prior to dredging operations. The Contracting Officer will designate the actual areas and the sequence of the areas to be dredged from the above surveys. The Contracting Officer may limit the channel width to be dredged and the quantity of material to be dredged from any or all of these specified areas to control the payment quantity. An Option for Increased Quantity, bid schedule Item 0003, is included. If the option is exercised the Contracting Officer shall determine what portion of the quantity will be removed. Contract Clause 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984) is not applicable to the bid schedule Item 0003 Option Dredging.

As part of the Contractor's Quality Control system, the Contractor is required to monitor his removal operations to assure that the final total quantity in each dredging area and contract line item, as specified by the

contract, is not exceeded. Material dredged beyond the contract quantity will not be paid for. The authorized depth for the Rouge River is 21.0' below LWD.

2. The dredged material shall be transported to the Pt. Mouillee Confined Disposal Facility (CDF) Cell 5 and placed within the area as shown on the plans. The Contracting Officer shall designate the discharge point if the material is placed in Cell 5 hydraulically. Prior to the start and at the conclusion of placement of material into Cell 5 the Contractor shall survey the offloading area and video the condition of the platform and road and provide the information to the Contracting Officer.. Any material above the prior to survey shall be removed and placed into Cell 5 by the Contractor at no additional cost to the Government. The Contractor shall conduct the disposal operations in a manner that does not erode or damage the existing dikes and berms. Discharge of water from the overflow weir at the CDF to Lake Erie shall be maintained by the Contractor during disposal operations. The weir will be operated and maintained by the Contractor. The overflow weir will be maintained such that maximum retention of the effluent is achieved. . The Contractor shall also monitor the elevation of water in the CDF and shall promptly notify the Contracting Officer any time there is imminent risk of overtopping weirs or dike walls. The Contracting Officer must be notified prior to any discharge. During all disposal operations, the Contracting Officer will periodically conduct water quality monitoring of any allowed discharge from the discharge weir to verify that the quality of the effluent is within acceptable limits.

Total Suspended Solids not to exceed 100mg/L

Water samples will be collected at the overflow weir, stored and analyzed by the Government according to the recommended procedures of the U.S. Environmental Protection Agency Publication "Methods for Chemical Analysis of Water and Wastes," EPA 600 4 79 020. Additionally, the Contractor shall monitor discharges from the CDF to verify that they do not have any unnatural or unusual characteristics (i.e., unnatural turbidity, color, oil film, floating solids, foams, settleable solids). If any allowed discharge does not meet acceptable water quality limits, all disposal operations will be directed to be discontinued until the effluent from the discharge weir meets the specified acceptable limits of water quality, all at no additional cost to the Government Demobilize when dredging work is completed.

3. In-Place Quantities

In-place payment quantities will be computed by the Government using channel limits, or other dredging limits established by the Contracting Officer, and stationing as computed by the Government. It is the responsibility of the Contractor to compute and verify such limits and quantities before the commencement of dredging. The Contractor will be furnished drawings depicting both the "before" and "after" dredging soundings along with computer printouts of the soundings, if done by the electronic measuring system, or copies of the copies of the original field notes if done by conventional methods. Determination of the final quantities will be based on the "before" and "after" contract dredging surveys." The total quantities to be paid for under this contract will be that quantity of dredged material removed from within the maximum pay prism and disposed of in accordance with the provisions of these specifications, that do not exceed the total quantities established by the Contracting Officer pursuant to Paragraph 1.1 above. The method used to calculate quantities will be software from Coastal Oceanographic's, Inc., either the standard HYPACK method or the TIN method as determined prior to taking the "before" 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. When an option has been exercised for additional areas, all quantities dredged will be paid for at the unit costs associated with the option dredge areas.

5. Character of Materials

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 varying amounts of sand and silt with organic material. Debris such

as timber, tires, cable, and boulders (approximately 12 inches in diameter) may be encountered. Native material may be encountered in the overdepth prism, and consists of soft to stiff clay with sand and gravel.

The materials to be dredged have low levels of contaminants, the Contractor shall use Level D protection. The records of previous dredging and sampling are available for inspection at the Engineering & Construction Office, U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan

7. Tolerance Dimensions:

Tolerances – Paragraph 1.19, TOE OF SIDE SLOPES and Paragraph 1.20 SHOALS in SECTION 35 20 23 of the base specifications in the current MATOC ARE REMOVED for this Task Order.

Overdepth Dredging – the maximum allowable overdepth dimension is 1.0 ft.. See Paragraph 1.17 OVERDEPTH DREDGING of SECTION 35 20 23 of the base specifications.

| | <u>Overdepth</u> | <u>Sideslope</u> |
|----------|------------------|------------------|
| Required | 7,000 cy | 500 cy |
| Option | 5,000 cy | 500 cy |

8. 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 Periods</u> |
|---------------|------------------------|
| Rouge River | 1 June thru 15 March |

b. Work Period Restrictions – There are no work period restrictions at the project site during the allowed dredging period.

c. Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 15 November and 1 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.

d. VARIATIONS IN ESTIMATED QUANTITIES—DREDGING

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of material within the required dredging prism varies more than fifteen percent (15%) above or below the stated estimated quantity within the required dredging prism, an equitable adjustment in the contract unit price will be considered upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variations above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity within the required dredging prism. Any equitable adjustment in the contract unit price will also apply to that part of the actual quantity of allowable overdepth material above one-hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity

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

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 INFORMATION

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
(FEB 2012)

(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 Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(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.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.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 in the Central Contractor Registration (CCR) database via <https://www.acquisition.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)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than forty five (45) calendar days after receipt of the notice to proceed for the base, and thirty (30) additional calendar days from the notice to proceed for the exercised option at Rouge River. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the

delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

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 June 20, 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)

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 physical data.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title

Drawing No.

| | |
|--|--------|
| Rouge River, MI FY 12 Maintenance Dredging Site Plan, Location Map, General Notes and Index of Drawings | 1 of 7 |
| Rouge River, MI FY12 Maintenance Dredging Condition Survey Downstream Limit to 32+00 | 2 of 7 |
| Rouge River, MI FY12 Maintenance Dredging Condition Survey 32+00 to 62+00 | 3 of 7 |
| Rouge River, MI FY12 Maintenance Dredging Condition Survey 62+00 to 92+00 | 4 of 7 |
| Rouge River, MI FY12 Maintenance Dredging Condition Survey 92+00 to 123+80 | 5 of 7 |
| Rouge River, MI FY12 Maintenance Dredging Condition Survey 123+80 to Upstream Limit | 6 of 7 |
| Rouge River, MI FY12 Maintenance Dredging Pt. Mouillee CDF | 7 of 7 |
| Rouge River, MI Authorized Crossings | 1 of 1 |

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA XX 3123 0000 H7 X 08 2427 015590 96203 3230 852LF7 NA 76H036
AMOUNT: \$532,400.00
CIN W56MES204622840001: \$532,400.00

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

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