

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-12-D-0008	2. DELIVERY ORDER/ CALL NO. 0003	3. DATE OF ORDER/ CALL (YYYYMMDD) 2012 Jun 29	4. REQ./ PURCH. REQUEST NO. W56MES20462275	5. PRIORITY
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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) SEE ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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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
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14. SHIP TO LOGISTICS-TRANSPORTATION BR DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT, MI 48231-1027	CODE H770T00	15. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054	CODE 964145	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

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

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input 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: 313 226-6433 EMAIL: thomas.o.mckay@usace.army.mil BY: THOMAS O MCKAY		25. TOTAL	\$1,628,500.00
	CONTRACTING / ORDERING OFFICER		26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN

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

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

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
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<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	31. PAYMENT	34. CHECK NUMBER
		35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section 00010 - Solicitation Contract Form

BID SCHEDULE

FY12 Maintenance Dredging at Saginaw River, Michigan

ITEM	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	FY12 Maintenance Dredging Saginaw River, Michigan Mobilization and Demobilization	1	LS	\$281,000.00	\$ 281,000.00
0002	Dredging Upper River – Area 1, CS 931+00 to CS 714+00 with Placement at the Saginaw River DMDF	50,000	CY	\$10.85	\$ 542,500.00
0003	Dredging Lower River - Area 2, CS 244+00 to CS 20+00B with Placement at the Saginaw River Bay CDF	52,000	CY	\$ 7.50	\$ 390,000.00
	Total Amount for Base Bid for Saginaw River				\$ 1,213,500.00
0004 Option Exercised	Option 1 - Dredging Upper – Area 1, River CS 931+00 to CS 714+00 with Placement at the Saginaw River DMDF	20,000	CY	\$ 8.25	\$ 165,000.00
0005 Option Exercised	Option 2 - Dredging Lower – Area 2, River CS 244+00 to CS 20+00B with Placement at the Saginaw River Bay CDF	20,000	CY	\$ 6.00	\$ 120,000.00
0006 Option Exercised	Option 3 – 2000 lin. Ft. New 18” O.D. HDPE PIPE SDR11	1	LS	\$130,000.00	\$ 130,000.00
	Total Amount of Proposal				\$ 1,628,500.00

NOTE 1: The above “estimated quantity” pay items for dredging are based upon total estimated quantity of material available within the “required pay prism” plus a portion of the available “overdepth” material noted below. These quantities are approximate and do not indicate limitations in channel work areas.

Item No.	Estimated Quantity in Required Pay Prism	Quantity of Allowable Overdepth and Side Slope Material Included
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0002	27,000	23,000
0003	31,000	21,000
0004	10,000	10,000
0005	12,000	8,000

NOTE 2: Regarding Option Items 1 and/or 2 - the Government may elect to award Option Items 1 and/or 2. If Option Items 1 and/or 2 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 (MAR 1989).

NOTE 3: Clause 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984) is only applicable to Items Nos. 0002 and 0003.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TAS:: 96 3123::TAS FFP FY12 M/D Upper & Lower Saginaw River, MI --For Accounting Purposes Only-- FOB: Destination MILSTRIP: W56MES20462275 PURCHASE REQUEST NUMBER: W56MES20462275	1	Lump Sum	\$1,628,500.00	\$1,628,500.00
				NET AMT	\$1,628,500.00
	ACRN AA CIN: W56MES204622750001				\$1,628,500.00

SCOPE OF WORK

1.0 The Contractor shall mobilize to the Saginaw River, MI. and dredge the quantity of material listed in the bid schedule Items 0002 and 0003. The materials shall be dredged from the maximum dredge prism, defined as a depth of 23.0 ft. below Low Water Datum (L.W.D.) in Area 1 and 26.0 ft. and 27.0 ft. below L.W.D. in Area 2. Required depth of 22.0 ft. below L.W.D. in Area 1 and 25.0 ft. and 26.0 ft. below L.W.D. in Area 2, + 1.0 ft. allowable overdepth, bounded by the channel lines with a 1:2 sideslopes extending outward. The specific areas, between the upper and lower 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 Items 0004 and 0005, are included. If the options are 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 Items 0004 and 0005, Option 1 Dredging and Option 2 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 depths for the Saginaw River for the areas to dredged are 22.0 ft. and 25.0 ft. below LWD.

2.0 Placement of Dredged Materials - Upper Saginaw Dredged Material Disposal Facility

The dredged materials from Area 1 - CS931+00 to CS714+00 shall be transported and placed by hydraulic means in the Saginaw River Dredge Material Disposal Facility (DMDF) along the west perimeter dike in the location shown on the drawings and as directed by the Contracting Officer's Representative. The Contractor's facilities for the disposal operation shall be as approved by the Contracting Officer and shall be removed upon completion of the work unless otherwise allowed. Dredged materials shall be placed in such a manner as to prevent loss of materials outside of the DMDF. The ability of existing materials within the DMDF to support equipment and personnel is unknown. The Contractor shall make its own investigations of conditions as it deems necessary in order to make its own determination of existing conditions.

2.1 Contractor Pipeline Access

An easement for pipeline access from the river's edge to the disposal area is shown on the contract drawings. Use of the access shall be coordinated with the Contracting Officer. Through traffic on the dikes or roadways on the access to disposal area shall not be blocked at any time.

2.2 Restrictions

a. Height

The height of placed materials shall not exceed a point 4.0 ft below the top of existing dikes.

b. Disposal of Dredged Materials

Dredged materials shall be placed in the Cell No. 1 as indicated on the contract drawings and as directed by the Contracting Officer's Representative to the extent practical along the west perimeter dike. Discharge into and placement of dredged materials in Cell No. 1 shall be performed and controlled in such a manner as to prevent erosion and damage to the existing disposal area dikes. Discharge of dredged materials is not permitted within 100 ft. of the centerline of existing perimeter dikes. For placement by hydraulic methods, the Contractor shall regulate discharge into the diked disposal area so as to provide a minimum two (2) foot freeboard or as required to insure dike integrity. The Contractor shall promptly notify the Contracting Officer anytime there appears to be imminent risk of water raising above this limitation. During all disposal operations, drainage towards the existing overflow weir structure shall be maintained at all times. The Contractor is informed that control of the Cell No. 1 overflow weir structure is maintained by the USACE. Coordination with the Contracting Officer will be required in the event that discharge of transport water from Cell No. 1 occurs as a result of the Contractor's placement operations.

c. Trees

The cutting, uprooting, or other direct physical disturbance of trees in the placement area is prohibited. Trees are not to be disturbed except as approved by the Contracting Officer.

3.0 Placement of Dredged Materials-Saginaw Bay Confined Disposal Facility

The dredged materials from Area 2 -CS244+00 to CS20+00B shall be transported and placed in the Saginaw Bay Confined Disposal Facility (CDF) in the location shown on the drawings. Disposal of dredged materials shall take

place in the Northwest Cell and /or South Cell. Placement of dredged materials into the Northeast Cell is prohibited. The Contractor's facilities for the disposal operation shall be as approved by the Contracting Officer and shall be removed upon completion of the work unless otherwise allowed. Dredged materials shall be placed in such a manner as to prevent loss of materials outside of the Confined Disposal Area. The ability of existing materials within the Confined Disposal Facility to support equipment and personnel is unknown. The Contractor shall make its own investigations of conditions as it deems necessary in order to make its own determination of existing conditions.

3.1 Optional Pipeline

The Contractor shall provide and install 2000 lin. ft. of new 18" O.D. 16" I.D. High Density Polyethylene (HDPE) SDR 11 pipe at the Government Furnished Confined Disposal Facility (CDF) in the location shown on the drawing and as directed by the Contracting Officer's Representative. New pipeline shall be supplied prior to completion of this Task Order. New pipe may be used on this Task Order. Pipe shall be provided in 500 ft. long sections. The pipe joints shall be butt fused in accordance with the manufacturer's recommendations. Both ends of pipeline sections shall be flanged. New pipeline shall be flushed until clear water is observed and left in place and shall become property of the Government at the end of this Task Order.

3.2 Off-Loading Facility

Two (2) facilities for off-loading of dredged materials are available for Contractors use as shown on the drawings and as described herein. The ability of the steel sheet pile facility in the Northeast Cell to support equipment for off-loading and transfer of dredged material is unknown. The capacity of the stone platform in the Northwest Cell is unknown. The Contractor shall make his own investigations in order to determine the selection of equipment and manner of operation to be used at the site. Any improvements made to the off-loading facilities by the Contractor are at his own expense and may be left in place following completion of work under this contract.

3.3 Restrictions

a. Height

The height of placed materials shall not exceed an elevation +23.0 feet above L.W.D. in the Northwest cell and +12.0 feet in the South Cell above L.W.D. within 50 feet of existing dikes.

b. Disposal of Dredged Materials

Dredged materials shall be placed in the Northwest and/or South Disposal Cells as indicated on the contract drawings and as directed by the Contracting Officer's Representative. Unless otherwise approved by the Contracting Officer, off loading and/or placement activities are permitted along the South Disposal Cells perimeter dike. Discharge into and placement of dredged materials in the Northwest and/or South Disposal Cell shall be performed and controlled in such a manner as to prevent erosion and damage to the existing disposal area dikes. For placement by hydraulic methods, the Contractor shall regulate discharge into the diked disposal area so as to provide a minimum two (2) foot freeboard or as required to insure dike integrity. The Contractor shall promptly notify the Contracting Officer anytime there appears to be imminent risk of water raising above this limitation. During all disposal operations, drainage towards the South Cell perimeter dike overflow weir structure shall be maintained at all times. Coordination with the Contracting Officer will be required prior to any discharge of transport water from the South Disposal Cell perimeter dike overflow weir occurs as a result of the Contractor's placement operations.

c. Trees

The cutting, uprooting, or other direct physical disturbance of trees in the placement area is prohibited. Trees are not to be disturbed except as approved by the Contracting Officer.

3.4 Monitoring of Disposal Area

Discharge of water from Northwest Cell into the South Disposal Cell shall be maintained by the contractor. The weir boards on the Northwest Disposal Cell overflow weir will be placed such that maximum retention of the effluent is achieved. The Contractor shall regulate its discharge into the South Disposal Cell in order to prevent overtopping of the existing dike walls. During all disposal operations, the Contracting Officer will periodically conduct water quality monitoring of any allowed discharge from the South Disposal Cell discharge weir into Saginaw Bay in order to verify that the quality of the effluent is within acceptable limits. Water samples will be 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. The guidelines for determining acceptable limits of water quality are shown in the table below. Additionally, discharges from the South Disposal Cell shall 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. The Contractor shall also monitor the elevation of water in the South Disposal Cell and shall promptly notify the Contracting Officer any time there is imminent risk of overtopping weirs or dike walls.

WATER QUALITY GUIDELINES

Parameters Daily Maximum

Total Suspended Solids 100mg/L

Total PCB's 0.000026mg/L*

*mg/L = milligrams per liter. Discharge sampled at the South Disposal Cell overflow weir

Demobilize when dredging work is completed.

4.0 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 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, shown on the contract drawing, 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 1.0 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.

5.0 Payment

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.

6.0 VARIATIONS IN ESTIMATED QUANTITIES—DREDGING

Where the quantity of a pay item in this contract is an estimated quantity, where 52-211.18 VARIATION IN ESTIMATED QUANTITY (APR 1984) applies, 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

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

<u>Base</u>	<u>Overdepth</u>	<u>Sideslope</u>
Upper River	16,500 cy	6,500 cy
Lower River	16,000 cy	5,000 cy
<u>Option 1</u>	<u>Overdepth</u>	<u>Sideslope</u>
Upper River	7,000 cy	3,000 cy
<u>Option 2</u>	<u>Overdepth</u>	<u>Sideslope</u>
Lower River	6,000 cy	2,000 cy

8.0 Character of Materials

The material within the required dredging prism in the Upper River consists of material that has shoaled since the last time the area was dredged. Shoaled material in the Upper River contains sand and silt in varying proportions with organic material. The Contractor is informed that trees, snags, and other wood debris are expected to be encountered along channel limits. These materials shall be removed separately and disposed within the DMDF. Native material may be encountered in the required dredging and overdepth prisms, and consists of soft silty clays, stiff sandy clays, and dense sand with some gravel and cobbles. Methane gas has been encountered in the past and will be encountered in areas where organic material has degraded. In the Lower River shoaled material contains sand with varying amounts of silt and organic material. Material dredged from the overdepth prism may consist of shoaled sands and silts with organics.”

8.1 Contaminants

The material required to be dredged from the Upper River contains contaminants, primarily dioxins. The Contractor shall use Level D protection. A report evaluating the potential for exposure to dioxins is available for inspection upon request of the Contractor.

9.0 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.

a. 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.

b. Shoal Removal

If, before the Task Order is completed, shoaling occurs in any section previously accepted by the government, including shoaling in the finished channel, because of the natural lowering of the side slopes or other natural causes, redredging at the Contract unit price, within the limit of available funds, may be performed if agreed upon by both the Contractor and the Contracting Officer.

10.0 Special Project Procedures:

a. Work Period Restrictions

No work at the Government-furnished (Bay) Confined Disposal Facility (CDF) for this Task Order is permitted from 15 April 2012 to 15 August 2012.

No work is allowed at the Government-furnished (Upper) Dredge Material Disposal Facility (DMDF) for this Task Order, between 15 January and 10 May.

b. Exclusion of Period in Computing Completion Schedules

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

11.0 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

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/excomp.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 one-hundred twenty five (125) calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

52.211-18 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)

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.
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River General Plan, Notes, Legend, Location & Vicinity Maps & Drawing Index	1
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 1 – C.S. 931+00 to C.S. 914+00	2
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 1 - C.S. 912+00 to C.S. 880+00	3
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 1 - C.S. 878+00 to C.S. 844+00	4

Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 1 C.S 843+00 to C.S. 812+00	5
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 1 – C.S 810+00 to C.S. 778+00	6
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 1 - C.S 776+00 to C.S. 744+00	7
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 1 - C.S 742+00 to C.S. 714+00	8
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 2 - C.S 244+00 to C.S. 218+00	9
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 2 - C.S 216+00 to C.S. 184+00	10
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 2 - C.S 182+00 to C.S. 148+00	11
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 2 - C.S 146+00 to C.S. 118+00	12
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 2 - C.S 116+00 to C.S. 97+00B	13
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 2 - C.S 96+00 to C.S. 69+00	14
Saginaw River, MI FY12 Maintenance Dredging Upper & Lower River Dredge Plan Area 2 - C.S 68+00	15

to C.S. 38+00

Saginaw River, MI 16
FY12 Maintenance Dredging
Upper & Lower River
Dredge Plan Area 2– C.S. 36+00 to
C.S. 2+00

Saginaw River, MI 17
FY12 Maintenance Dredging
Upper & Lower River Dredge Plan Area 2 – C.S.
1+00 to
C.S. 20+00B

Saginaw River, MI 18
FY12 Maintenance Dredging
Upper & Lower River Plan – Government
Furnished Dredged Material Disposal Facility

Saginaw River, MI 19
FY12 Maintenance Dredging
Upper & Lower River Plan – Government
Furnished Saginaw Bay Confined Disposal
Facility

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 32303074C4057420 NA 96203
AMOUNT: \$1,628,500.00
CIN W56MES204622750001: \$1,628,500.00

CLAUSES INCORPORATED BY FULL TEXT

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

WAGE DET IL 18 DTD 1-6-2012

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

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

WAGE DET MI 51DTD 6-1-2012

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.

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:

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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:

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END OF GENERAL DECISION

WAGE DET MI 71 DTD 6-1-2012

General Decision Number: MI120071 06/01/2012 MI71

Superseded General Decision Number: MI20100175

State: Michigan

Construction Type: Heavy

County: Saginaw County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

0	01/06/2012
1	03/02/2012
2	04/06/2012
3	05/04/2012

4 06/01/2012

CARP0706-009 08/01/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 23.45	16.20

ELEC0557-002 06/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 31.13	15.03

ENGI0326-011 05/01/2011

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 28.69	19.70
Group 2.....	\$ 28.44	19.70
Group 3.....	\$ 27.34	19.70
Group 4.....	\$ 22.54	19.70
Group 5.....	\$ 21.94	19.70
Group 6.....	\$ 19.49	19.70

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Boring Machine; Bulldozer; Crane; Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

IRON0025-006 08/01/2011

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.74	23.35
Structural.....	\$ 33.79	24.18

LABO0334-012 07/01/2011

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 19.78	6.25
GROUP 2.....	\$ 15.58	6.25

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1098-007 07/01/2011

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete; Pipelayer..	\$ 18.97	11.78

PAIN1803-005 06/01/2009

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 23.20	10.85
Spray.....	\$ 24.20	10.85

PLAS0016-030 06/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.61	11.83

* PLUM0085-005 05/07/2012

	Rates	Fringes
PLUMBER.....	\$ 30.63	18.69

SUMI2010-069 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road		
Truck.....	\$ 20.82	3.69

* TEAM0007-008 06/01/2012

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu.		
yds.; Tractor Haul Truck....	\$ 24.795	6.24+a
Dump Truck, 8 cu. yds. and		
over.....	\$ 24.895	6.24+a
Lowboy/Semi-Trailer Truck...	\$ 25.045	6.24+a

FOOTNOTE: a.
Effective 4/1/2010 - \$327.95 per week.
Effective 4/1/2011 - \$331.00 per week.
Effective 4/1/2012 - \$351.00 per week.

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