

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-12-B-0004-0004	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07-Aug-2012	PAGE OF PAGES 1 OF 41
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO. W911XK-12-C-0012	5. REQUISITION/PURCHASE REQUEST NO. W56MES21013396	6. PROJECT NO.
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7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT 477 MICHIGAN AVE RM 700 DETROIT MI 48226-2550  TEL: (313) 226-5148	CODE W911XK  FAX: (313) 226-2209	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME DARRYL K WILLIAMS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (313) 226-3648
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**SOLICITATION**

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

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

FY12 Pile Breakwater Reconstruction Grand Marais, MI

This is a 100% Small Business set aside.

The NAICS code is 237990. The Business Size is \$33,500,000.00

The estimated cost is between \$1,000,000.00 and \$5,000,000.00

All bonds that are submitted must be originals, no photo copies will be accepted.

A site visit will be held on 6 June 2012 at 11:00am. See FAR Clause 52.236-27 for contact information.

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

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

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 26 Jul 2012 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)**

*(Construction, Alteration, or Repair)*

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*  
MARINE TECH LLC  
TED SMITH  
716 GARFIELD AVENUE  
DULUTH MN 55802-2634

15. TELEPHONE NO. *(Include area code)*  
218 720-2833

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

CODE  
03MG2

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT

**\$1,495,528.00**

23. ACCOUNTING AND APPROPRIATION DATA

**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

**ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

**See Item 7**

27. PAYMENT WILL BE MADE BY:

CODE

964145

USACE FINANCE & ACCOUNTING CENTER  
5722 INTEGRITY AVENUE  
MILLINGTON TN 38054

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

MARILYN R HILL / Added by SUMI

30B. SIGNATURE

30C. DATE

TEL: (313) 226-5148

EMAIL: marilyn.r.hill@lre.usace.army.mil

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

*Marilyn R Hill*

07-Aug-2012

## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TAS::96 3123::TAS FFP FY12 Grand Marais Breakwater Repair	1	Lump Sum	\$1,495,528.00	\$1,495,528.00
*****FOR GOVERNMENT ACCOUNTING PURPOSES ONLY*****					
FOB: Destination					
PURCHASE REQUEST NUMBER: W56MES21013396					
					NET AMT
					\$1,495,528.00
ACRN AA					\$1,495,528.00
CIN: W56MES210133960001					

BID SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization	1	Job		<u>\$132,288.68</u>
0002	Site Preparation/Restoration	1	Job		<u>\$119,770.87</u>
0003	Armor Stone				
0003AA	First 3,600 Tons	3,600	Ton	<u>\$61.84</u>	<u>\$222,624.00</u>
0003AB	Over 3,600 Tons	1,600	Ton	<u>\$62.07</u>	<u>\$99,312.00</u>
0004	Filter Stone				
0004AA	First 610 Tons	610	Ton	<u>\$65.14</u>	<u>\$39,735.40</u>
0004AB	Over 610 Tons	260	Ton	<u>\$68.88</u>	<u>\$17,908.80</u>
0005	Core Stone				
0005AA	First 3,900 Cubic Yards	3,900	CY	<u>\$63.81</u>	<u>\$248,859.00</u>
0005AB	Over 3,900 Cubic Yards	1,650	CY	<u>\$63.50</u>	<u>\$104,775.00</u>
<b>Total Amount of Base Bid</b>					<b><u>\$985,273.75</u></b>

## Option 1 (EXERCISED AT AWARD)

0006	Armor Stone				
0006AA	First 850 Tons	850	Ton	<u>\$62.92</u>	<u>\$53,482.00</u>
0006AB	Over 850 Tons	370	Ton	<u>\$61.35</u>	<u>\$22,699.50</u>
0007	Filter Stone				
0007AA	First 180 Tons	180	Ton	<u>\$80.14</u>	<u>\$14,425.20</u>
0007AB	Over 180 Tons	80	Ton	<u>\$84.71</u>	<u>\$6,776.80</u>
0008	Core Stone				
0008AA	First 800 Tons	800	Ton	<u>\$68.25</u>	<u>\$54,600.00</u>
0008AB	Over 800 Tons	325	Ton	<u>\$63.81</u>	<u>\$20,738.25</u>
<b>Total Amount of Option 1</b>					<b><u>\$172,721.75</u></b>

## Option 2 (EXERCISED AT AWARD)

0009	Armor Stone				
0009AA	First 850 Tons	850	Ton	<u>\$62.92</u>	<u>\$53,482.00</u>
0009AB	Over 850 Tons	370	Ton	<u>\$61.35</u>	<u>\$22,699.50</u>
0010	Filter Stone				
0010AA	First 180 Tons	180	Ton	<u>\$80.14</u>	<u>\$14,425.20</u>
0010AB	Over 180 Tons	80	Ton	<u>\$84.71</u>	<u>\$6,776.80</u>
0011	Core Stone				
0011AA	First 800 Tons	800	Ton	<u>\$64.13</u>	<u>\$51,304.00</u>
0011AB	Over 800 Tons	325	Ton	<u>\$63.81</u>	<u>\$20,738.25</u>
<b>Total Amount of Option 2</b>					<b><u>\$169,425.75</u></b>

## Option 3 (EXERCISED AT AWARD)

0012	Armor Stone				
0012AA	First 850 Tons	850	Ton	<u>\$62.14</u>	<u>\$52,819.00</u>
0012AB	Over 850 Tons	370	Ton	<u>\$61.35</u>	<u>\$22,699.50</u>
0013	Filter Stone				
0013AA	First 180 Tons	180	Ton	<u>\$80.14</u>	<u>\$14,425.20</u>

0013AB	Over 180 Tons	80	Ton	<u>\$84.71</u>	<u>\$6,776.80</u>
0014	Core Stone				
0014AA	First 800 Tons	800	Ton	<u>\$63.31</u>	<u>\$50,648.00</u>
0014AB	Over 800 Tons	325	Ton	<u>\$63.81</u>	<u>\$20,738.25</u>
<b>Total Amount of Option 3</b>					<u>\$168,106.75</u>
<b>Total Amount of Base Items and All Options</b>					<u>\$1,495,528.00</u>

SCOPE OF WORK

Contract work consists of, but is not limited to marine construction on the Grand Marais Harbor federal breakwater in Grand Marais, MI. Work is to be performed on the southern most portion of the east pier. This section of the breakwater is located approximately 1,500 feet from the shoreline. Work to be performed includes removal of approximately 300 lineal feet of existing timber crib and all stone to lakebed and the construction of a rubble mound breakwater in its place. The rubble mound breakwater will be constructed of three stone layers consisting of core stone, filter stone, and armor stone. The armor stone layer consists of 6 to 9 ton stone. At lakebed elevation, the width of the structure varies from approximately 150 ft to 100 ft. At crest elevation, the width of the structure varies from approximately 13 ft to 36 ft. The contract will include a base contract and 3 options. The base contract involves all demolition and construction of 150 feet of breakwater with each option adding 50 feet for a total possible length of 300 feet. Because of Piping Plover, the contractor is required to remain 250 ft lakeward from the shoreline. Therefore, all work is expected to be marine based. Construction of the rubble mound breakwater shall be completed by 15 November 2012. Any remaining site restoration shall be completed by 1 June 2013.

AMENDMENT 0002

Solicitation Amendment No. 0002  
 For Solicitation No. W911XK-12-B-0004  
 FY12 Pile Breakwater Reconstruction, Grand  
 Marais, Michigan

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**CHANGES TO THE SOLICITATION, OFFER, AND AWARD**

**Section 00010 – Solicitation Contract Form**

**DELETE:** Page 3 of 37, SCOPE OF WORK, Sentence, The armor stone layer consists of 6 to 9 ton stone.

**ADD:** Page 3 of 37, SCOPE OF WORK, Sentence, The armor stone layer consists of 6 to 12 ton stone.

**DELETE:** Page 9 of 47

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**ADD:** Page 9 of 47

52.217-3 Evaluation Exclusive of Options (ACT 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

(End of clause)

**DELETE:** Page 43 of 47 thru Page 47 of 47

WAGE DETERMINATION (MI)

Superseded General Decision Number: MI20100134

State: Michigan

Construction Type: Heavy

County: Alger County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 01/06/2012

1 02/03/2012

2 04/06/2012

3 05/04/2012

**ADD:** Page 43 of 47

General Decision Number: MI120030 06/01/2012 MI30

Superseded General Decision Number: MI20100134

State: Michigan

Construction Type: Heavy

County: Alger County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 01/06/2012

1 02/03/2012

2 04/06/2012

3 05/04/2012

4 06/01/2012

(SEE ATTACHED)

**CHANGES TO THE SPECIFICATIONS**

**SECTION 35 31 19.45 03  
STONE MATERIALS**

**DELETE:** 2.3.1.3 Core Stone

The stone furnished for Core Stone shall weigh between 50 and 200 lbs each and 85 percent of all stones shall be greater than 100 lbs. The stones shall be free of fines, clay lumps or any other detrimental inclusions. Core Stone can be obtained from off-site quarried stone, or from the project site as stated on the contract drawings. Regardless of source, Core Stone shall conform to the Stone Material Quality requirement of this specification.

**ADD:** 2.3.1.3 Core Stone

The stone furnished for Core Stone shall weigh between 5 and 200 lbs each and 50 percent of all stones shall be greater than 100 lbs. The stones shall be free of fines, clay lumps or any other detrimental inclusions. Core Stone can be obtained from off-site quarried stone, or from the project site as stated on the contract drawings. Regardless of source, Core Stone shall conform to the Stone Material Quality requirement of this specification.

**CHANGES TO PLANS**

**DELETE:** SHEET: 10 OF 11 “REQUIRED BREAKWATER SECTIONS”

**ADD:** SHEET: 10 OF 11 AMENDMENT 1 “REQUIRED BREAKWATER SECTIONS”  
END OF AMENDMENT

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-AUG-2013	1	N/A FOB: Destination	

**AMENDMENT 0004**

Solicitation Amendment No. 0004  
For Solicitation No. W911XK-12-B-0004

FY12 Pile Breakwater Reconstruction, Grand  
Marais, Michigan

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**CHANGES TO THE SOLICITATION, OFFER, AND AWARD**

**Section 00010 – Solicitation Contract Form**

**DELETE:** Page 3 of 47, SCOPE OF WORK,

Contract work consists of, but is not limited to marine construction on the Grand Marais Harbor federal breakwater in Grand Marais, MI. Work is to be performed on the southern most portion of the east pier. This section of the breakwater is located approximately 1,500 feet from the shoreline. Work to be performed includes removal of approximately 300 lineal feet of existing timber crib and all stone to lakebed and the construction of a rubble mound breakwater in its place. The rubble mound breakwater will be constructed of three stone layers consisting of core stone, filter stone, and armor stone. The armor stone layer consists of 6 to 12 ton stone. At lakebed elevation, the width of the structure varies from approximately 150 ft to 100 ft. At crest elevation, the width of the structure varies from approximately 13 ft to 36 ft. The contract will include a base contract and 3 options. The base contract involves all demolition and construction of 150 feet of breakwater with each option adding 50 feet for a total possible length of 300 feet. Because of Piping Plover, the contractor is required to remain 250 ft lakeward from the shoreline. Therefore, all work is expected to be marine based. Construction of the rubble mound breakwater shall be completed by 15 November 2012. Any remaining site restoration shall be completed by 1 June 2013.

**ADD:** Page 3 of 47, SCOPE OF WORK,

Contract work consists of, but is not limited to marine construction on the Grand Marais Harbor federal breakwater in Grand Marais, MI. Work is to be performed on the southern most portion of the east pier. This section of the breakwater is located approximately 1,500 feet from the shoreline. Work to be performed includes removal of approximately 300 lineal feet of existing timber crib and all stone to lakebed and the construction of a rubble mound breakwater in its place. The rubble mound breakwater will be constructed of three stone layers consisting of core stone, filter stone, and armor stone. The armor stone layer consists of 6 to 12 ton stone. At lakebed elevation, the width of the structure varies from approximately 150 ft to 100 ft. At crest elevation, the width of the structure varies from approximately 13 ft to 36 ft. The contract will include a base contract and 3 options. The base contract involves all demolition and construction of 150 feet of breakwater with each option adding 50 feet for a total possible length of 300 feet. Because of Piping Plover, the contractor is required to remain 250 ft lakeward from the shoreline. Therefore, all work is expected to be marine based. Construction of the rubble mound breakwater shall be completed within 120 calendar day of NTP. Any remaining site restoration shall be completed by 31 August 2013.

**DELETE:** Page 25 of 47

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

ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) construction of the rubble mound breakwater shall be completed by 15 November 2012. Any remaining site restoration shall be completed by 1 June 2013. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by July 20, 2012. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

**ADD:** Page 25 of 47

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

ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) construction of the rubble mound breakwater shall be completed within 120 calendar days from NTP. Any remaining site restoration shall be completed by 31 August 2013. The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

**DELETE:** General Decision Number: MI120030 06/01/2012 MI30

Superseded General Decision Number: MI20100134

State: Michigan

Construction Type: Heavy

County: Alger County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number    Publication Date

0	01/06/2012
1	02/03/2012
2	04/06/2012
3	05/04/2012
4	06/01/2012

(SEE ATTACHED)



## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 2010
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding	AUG 2011
52.214-28	Subcontracting Certified Cost Or Pricing Data-- Modifications--Sealed Bidding	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009

52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	OCT 2010
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.232-7000	Advanced Payment Pool	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (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.fdrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fdrs.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) -  
ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed (NTP), (b) prosecute the work diligently, and (c) construction of the rubble mound breakwater shall be completed within 120 calendar days after the NTP. Any remaining site restoration shall be completed by 31 Aug 2013. The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$854.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

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

This variation in estimated quantities clause is applicable only to Items Nos. 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, and 0014.

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

(b) Where the actual quantity of work performed for Items Nos. 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, and 0014 is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, and 0014 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, and 0014 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(End of clause)

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

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

(End of clause)

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

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 237990- assigned to contract number .

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

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

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

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

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

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

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

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).  
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.  
 Include other applicable supporting information.

(End of clause)

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

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

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by rough field measurements. Contractor to field verify all dimensions shown on the drawings.
- (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 of physical data.

(End of clause)

## 52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2010)

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

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

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

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

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

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

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

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

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

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing.

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

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$65,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

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

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>  
[www.arinet.gov/far](http://www.arinet.gov/far)

(End of clause)

## Section 00800 - Special Contract Requirements

PARTNERING CLAUSE

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the Contractor, and primary subcontractors. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

## ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123 0000 CCS:111 H7 X08 2427 046064 96203 3230 LF1741 7387D1  
AMOUNT: \$1,495,528.00  
CIN W56MES210133960001: \$1,495,528.00

## CLAUSES INCORPORATED BY FULL TEXT

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 IV. 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:

Drawing No.	Title
-------------	-------

Sheet 1 - Location Map, Vicinity Map & Index Map

Sheet 2 - Existing Conditions

Sheet 3 - Existing Sections and Boring Locations

Sheet 4 - Existing Conditions 2011 Survey  
 Sheet 5 - Required Demolition  
 Sheet 6 - Required Site Plan - Base Contract  
 Sheet 7 - Required Site Plan - Option 1  
 Sheet 8 - Required Site Plan - Option 2  
 Sheet 9 - Required Site Plan - Option 3  
 Sheet 10 - Required Breakwater Sections  
 Sheet 11 - Real Estate Plan

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

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

(2) The remaining forty (40%) percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

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

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

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

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

(End of Clause)

TIME EXTENSION

TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)  
(ER 415-1-15)

- a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied: (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month. (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line

for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (7) DAY WORK WEEK

JAN 31	FEB 29	MAR 31	APR(1-15) 15	APR(16-30) 5	MAY 7	JUN 7
JUL 7	AUG 9	SEP 11	OCT 15	NOV (1-15) 8	NOV (16-30) 15	DEC 31

--	--	--	--	--	--	--

- c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor’s scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Subparagraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled “DEFAULT (FIXED PRICE CONSTRUCTION)”.

(END)

WAGE DETERMINATION (IL)

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

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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

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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

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PAID HOLIDAYS (WHERE APPLICABLE):

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

FOOTNOTES:

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

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. \*Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct  
 Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)  
 Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender  
 Class II-B Friction, Lattice Boom, or any Crane

Certifications

Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

Non-Union Identifiers

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

the classifications and rates under that identifier were issued as a General Wage Determination on that date. Survey wage rates will remain in effect and will not change until a new survey is conducted.

-----  
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

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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.

=====  
END OF GENERAL DECISION

WD MI 20030 DTD 7-6-2012

General Decision Number: MI120030 07/06/2012 MI30

Superseded General Decision Number: MI20100134

State: Michigan

Construction Type: Heavy

County: Alger County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number    Publication Date

0	01/06/2012
1	02/03/2012
2	04/06/2012
3	05/04/2012
4	06/01/2012
5	07/06/2012

BRMI0006-002 05/01/2011

Rates      Fringes

BRICKLAYER.....\$ 26.40      15.51

-----  
CARP1510-002 06/01/2011

Rates      Fringes

CARPENTER, Includes Form Work....\$ 23.37      15.65

-----  
ELEC1070-003 06/01/2011

Rates      Fringes

ELECTRICIAN

Contracts \$135,000 and under.....\$ 28.24	17.16
Contracts over \$135,000.....\$ 30.24	17.24

-----  
ENGI0326-006 05/01/2012

Rates      Fringes

OPERATOR: Power Equipment

Crane, main boom & jib 120' or longer.....\$ 27.38	19.95
Crane, main boom & jib 140' or longer.....\$ 27.63	19.95
Crane, main boom & jib 220' or longer.....\$ 27.88	19.95

GROUP 1 -

Backhoe/Excavator;  
 Bulldozer; Crane;  
 Compactor; Scraper; Loader..\$ 26.88      19.95  
 GROUP 2 - Boom truck (non-  
 swing).....\$ 23.63      19.95  
 GROUP 3 - Oiler.....\$ 22.11      19.95

FOOTNOTES: Premium rate: main boom and jib 300 feet or longer  
 is \$1.50 per hour above the 220 ft. boom and jib rate. Main  
 boom and jib 400 feet or longer is \$3.00 per hour above the  
 220 ft. boom and jib rate.

-----  
 IRON0008-009 06/06/2011

Rates      Fringes

IRONWORKER, REINFORCING AND  
 STRUCTURAL

Contracts \$10,000,000 or  
 greater.....\$ 25.43      21.92  
 Contracts less than  
 \$10,000,000.....\$ 22.34      21.92

-----  
 LABO1329-002 05/01/2012

Rates      Fringes

LABORER

Common or General; Mason  
 Tender - Cement/Concrete...\$ 21.87      12.20  
 Pipelayer.....\$ 22.27      12.20

-----  
 \* PLAS0016-035 06/01/2012

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 20.17      10.13

-----  
 PLUM0111-009 04/29/2012

Rates      Fringes

PLUMBER/PIPEFITTER.....\$ 30.82      19.80

-----  
 SUMI2010-028 11/09/2010

Rates      Fringes

LABORER: Landscape.....\$ 10.89      1.74

OPERATOR: Bobcat/Skid  
 Steer/Skid Loader.....\$ 12.98      6.12

OPERATOR: Grader/Blade.....\$ 16.63      5.85

OPERATOR: Roller.....	\$ 13.74	7.93
TRUCK DRIVER: Dump Truck.....	\$ 12.63	1.25

-----  
\* TEAM0007-010 06/01/2012

Rates Fringes

TRUCK DRIVER		
Lowboy/Semi-Trailer Truck...	\$ 25.145	.50 + a+b

FOOTNOTE:  
a. \$351.00 per week.  
b. \$49.90 daily.

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

=====

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.

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

#### Non-Union Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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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