

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TAS::96 3123::TAS FFP FY13 Maintenance Dredging of Grand Haven Harbor, Michigan- Inner (Area 2) Project No.: 153596 FOB: Destination MILSTRIP: W56MES22836802 PURCHASE REQUEST NUMBER: W56MES22836802	1	Job	\$242,550.00	\$242,550.00
				NET AMT	\$242,550.00
	ACRN AA CIN: W56MES228368020001				\$242,550.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TAS::96 3123::TAS FFP FY13 Maintenance Dredging of Grand Haven Harbor, Michigan -Outer (Area 1) Project No.: 153596 FOB: Destination MILSTRIP: W56MES22836802 PURCHASE REQUEST NUMBER: W56MES22836802	1	Job	\$298,725.00	\$298,725.00
				NET AMT	\$298,725.00
	ACRN AA CIN: W56MES228368020002				\$298,725.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15-MAY-2013	1	N/A FOB: Destination	
0002	15-MAY-2013	1	N/A FOB: Destination	

BID SCHEDULE

Project Name: FY13 Maintenance Dredging of Grand Haven Harbor, Michigan—Outer and Inner Portions

The Contractor shall furnish all plant, labor, material, equipment, etc. Necessary to perform all work in strict accordance with the terms and conditions set forth in the contract to include all attachments thereto. Unit prices provided below will be used to determine low bid.

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

ITEM	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	FY13 Maintenance Dredging Grand Haven Harbor, MI				
	Mobilization and Demobilization	1	Job	<u>\$25,000.00</u>	<u>\$25,000.00</u>
0002	Dredging Grand Haven Harbor Area 1 to 23.0 ft. below L.W.D.				
0002AA	First 13,000 Cubic Yards	13,000	CY	<u>\$5.35</u>	<u>\$69,550.00</u>
0002AB	Over 13,000 Cubic Yards	16,500	CY	<u>\$5.35</u>	<u>\$88,275.00</u>
Total Amount of Bid including mobilization and demobilization – Area 1					<u>\$182,825.00</u>
0003	Dredging Grand Haven Harbor Area 2 to 21.0 ft. below L.W.D.				
0003AA	First 17,500 Cubic Yards	17,500	CY	<u>\$5.35</u>	<u>\$93,625.00</u>
0003AB	Over 17,500 Cubic Yards	25,500	CY	<u>\$5.35</u>	<u>\$136,425.00</u>
Total Amount of Bid – Area 2					<u>\$230,050.00</u>
Total Amount of Base Bid					<u>\$412,875.00</u>
0004	Option 1 - Dredging Grand Haven Harbor Area 1 to 24.0 ft. below L.W.D. Option 1 Exercised				
0004AA	First 3,000 Cubic Yards	3,000	CY	<u>\$5.35</u>	<u>\$16,050.00</u>
0004AB	Over 3,000 Cubic Yards	21,000	CY	<u>\$5.35</u>	<u>\$112,350.00</u>
Total Amount of Option 1 Bid					<u>\$128,400.00</u>
Total Amount of Proposal					<u>\$541,275.00</u>

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

SCOPE OF WORK

1. Mobilize dredge to Grand Haven Harbor. Dredge Area 1 between sta. 25+00W and sta. 14+00W. Dredge Area 2 between sta 22+00E to sta 77+16.6E. Option dredging is between sta 25+00W and 14+00W. Place the dredged materials onto the placement site as follows: beginning at a point 3000 ft. north of the north breakwater, then extending 2000 ft. northerly. Placement shall be as shown on the accompanying drawings and as specified herein. The lakeward and landward limits of placement shall be the most landward 12.0 ft. depth contour and the most landward 8.0 ft. depth contour. For materials that are placed lakeward of the 8.0 ft. depth contour, a clear depth of 4.0 ft. from the top of the placed materials to the water surface shall be maintained. . During dredging operations, care shall be taken to minimize re-suspension of materials. If dredged materials display any unnatural characteristics other than as described below in Paragraph 5, "Character of Materials", the Contracting Officer shall be notified immediately. Demobilize when dredging work is completed.
2. The survey information shown on the drawings is based on prior to dredging soundings collected on the dates indicated. Final pay yardage will be determined by prior to dredging soundings and after dredging soundings.
3. Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. When an option has been exercised for increased depth or area at a specific location, all overdepth to 1.0 ft. below the required dredging areas and sideslope quantities associated with the Base Bid dredging areas shall be paid for at the applicable unit costs for the Base Bid AA and AB items. All other quantities dredged will be paid for at the unit costs associated with the option dredge areas.
4. The overdepth and side slope quantities for this Task Order are as follows:

Grand Haven

Area 1	<u>Overdepth</u> 14,000 cy	<u>Sideslope</u> 500 cy
Area 2	<u>Overdepth</u> 9,000 cy	<u>Sideslope</u> 9,000 cy
Option	<u>Overdepth</u> 19,000 cy	<u>Sideslope</u> 500 cy

5. Character of Materials. The character of materials for this dredging work is as described herein. For Area 1, the material within the required, optional and overdepth dredging prisms consists primarily of material that has shoaled since the last time the area was dredged. Shoaled material contains fine to medium sand with some silt and organic material including zebra mussel shells. For Area 2, the material within the required dredging prism contains sand and silt in varying proportions with organic material and debris. Debris, including cans and tires, may be encountered. Material dredged from the overdepth prism shall consist dominantly of shoaled material. Native material consisting of dense sands and hard clays with gravel may be encountered in negligible amounts of the overdepth prism."

6. Tolerance Dimensions:

Side Slope Tolerance: - 50 ft. and 25 ft. horizontal

Shoal Tolerance: 0.5 ft. vertical

7. Special Project Procedures:

a. State of Michigan – Allowed Dredging

During the following periods of the year dredging is allowed:

Harbor

Allowed Periods

Grand Haven Outer Harbor (Dredge Area 1 & Optional Area)
Grand Haven Inner Harbor (Dredge Area 2)

01 July through 15 May
01 July through 30 April

b. Exclusion of Period in Computing Completion Schedules

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

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

REVISED WAGE DETERMINATION

Wage Determination IL 18 dated 14 December 2012 has replaced IL 18 dated 27 July 2012. The Contractor has 30 days to request an equitable adjustment if the wages had an impact on the proposal and should include detailed information regarding the increase.

FAR 52.204-10 INFORMATION

1. In accordance with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010), is incorporated in this task order in full text.

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

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

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work (including any exercised option) ready for use not later than 15 May 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 15 March 2013. 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 \$737.00 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. 0002, 0003 and 0004.

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

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

(c) If the actual quantity of work performed under Items Nos. 0002, 0003 and 0004 exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. 0002, 0003 and 0004 exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated 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 by May 3, 2013. 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)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 3230C52LF8006670 NA 96203
AMOUNT: \$541,275.00
CIN W56MES228368020001: \$242,550.00
CIN W56MES228368020002: \$298,725.00

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 II – MI Lower Peninsula. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

<u>FILE</u>	<u>DRAWING</u>	<u>SHEET</u>
Grand Haven Harbor, MI FT13 Maintenance Dredging General Plan, Location Map, Notes, Typical Section & Legend	GH101	1
Grand Haven Harbor, MI FY13 Maintenance Dredging Dredge Plan – Area 1	GH102	2
Grand Haven Harbor, MI FY13 Maintenance Dredging Dredge Plan – Area 2	GH103	3
Grand Haven Harbor, MI FY13 Maintenance Dredging Dredge Plan – Area 2	GH104	4

(End of clause)

WAGE DETERMINATION IL18

General Decision Number: IL120018 12/14/2012 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
1	07/27/2012
2	12/14/2012

* SUIL2003-001 01/01/2012

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 (Undefined)

FLOATING EQUIPMENT:

Illinois

Class I.....\$ 51.30 27.10+b&c
 Class II-A.....\$ 49.80 27.10+b&c
 Class II-B.....\$ 52.80 27.10+b&c
 Class III.....\$ 44.35 27.10+b&c
 Class IV.....\$ 36.85 27.10+b&c

FLOATING EQUIPMENT: Indiana

Class I.....\$ 46.60 22.95+b&c
 Class II-A.....\$ 45.10 22.95+b&c
 Class II-B.....\$ 45.10 22.95+b&c
 Class III.....\$ 40.15 22.95+b&c
 Class IV.....\$ 33.35 22.95+b&c

FLOATING EQUIPMENT:

Michigan

Class I.....\$ 37.70 24.05+b&c
 Class II-A.....\$ 36.20 24.05+b&c
 Class II-B.....\$ 37.20 24.05+b&c
 Class III.....\$ 32.25 24.05+b&c
 Class IV.....\$ 26.80 24.05+b&c

FLOATING EQUIPMENT:

Minnesota

Class I.....\$ 39.25 16.60+b&c
 Class II-A.....\$ 37.75 16.60+b&c
 Class II-B.....\$ 38.25 16.60+a&b
 Class III.....\$ 33.60 16.60+b&c
 Class IV.....\$ 27.95 16.60+b&c

FLOATING EQUIPMENT:

New York:(Cattaraugus, Chautauga, Erie and Orleans Counties)

Class I.....\$ 37.70 25.29+b&c
 Class II-A.....\$ 36.20 25.29+b&c
 Class II-B.....\$ 39.20 25.29+b&c
 Class III.....\$ 32.25 25.29+b&c

Class IV.....\$ 26.80 25.29+b&c
 FLOATING EQUIPMENT:

New York:(Cayuga,
 Jefferson, Oswego, and St.
 Lawrence Counties)

Class I.....\$ 37.70 23.95+b&c
 Class II-A.....\$ 36.20 23.95+b&c
 Class II-B.....\$ 39.70 23.95+b&c
 Class III.....\$ 32.25 23.95+b+c
 Class IV.....\$ 26.80 23.95+b&c
 FLOATING EQUIPMENT:

New York:(Monroe and Wayne
 Counties and the City of
 Rochester)

Class I.....\$ 37.90 21.83+b&c
 Class II-A.....\$ 36.40 21.83+b&c
 Class II-B.....\$ 39.40 21.83+b&c
 Class III.....\$ 32.40 21.83+b&c
 Class IV.....\$ 26.95 21.83+b&c
 FLOATING EQUIPMENT:

New York:(Niagara)

Class I.....\$ 37.70 23.81+b&c
 Class II-A.....\$ 36.20 23.81+b&c
 Class II-B.....\$ 38.20 23.81+b&c
 Class III.....\$ 32.25 23.81+b&c
 Class IV.....\$ 26.80 23.81+b&c
 FLOATING EQUIPMENT:

Ohio:(Ashtabula, Cuyahoga,
 Erie,Lake, and Lorain
 Counties)

Class I.....\$ 37.70 12.80+b&c
 Class II-A.....\$ 36.20 12.80+b&c
 Class II-B.....\$ 36.20 12.80+b&c
 Class III.....\$ 32.25 12.80+b&c
 Class IV.....\$ 26.80 12.80+b&c
 FLOATING EQUIPMENT:

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

Class I.....\$ 37.70 12.80+b&c
 Class II-A.....\$ 36.20 12.80+b&c
 Class II-B.....\$ 36.20 12.80+b&c
 Class III.....\$ 32.25 12.80+b+c
 Class IV.....\$ 26.80 12.80+b&c
 FLOATING EQUIPMENT:

Pennsylvania:(Erie County):

Class I.....\$ 37.70 16.44+b&c
 Class II-A.....\$ 36.20 16.44+b&c

Class II-B.....	\$ 36.20	16.44+a&b
Class III.....	\$ 32.25	16.44+b&c
Class IV.....	\$ 26.80	16.44+b&c

FLOATING EQUIPMENT:

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

Class I.....	\$ 40.30	18.73+b&c
Class II-A.....	\$ 38.80	18.73+b&c
Class II-B.....	\$ 39.30	18.73+b&c
Class III.....	\$ 34.50	18.73+b&c
Class IV.....	\$ 28.70	18.73+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.

0000/9999: weighted union wage rates will be published annually
each January.

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION