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MEASUREMENT AND PAYMENT

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum 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 which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

a. "Mobilization and Demobilization", Item No. 0001.

(1) Payment will be made for costs associated with mobilization and demobilization, as defined in Contract Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

(2) Unit of measure: lump sum.

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 General

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.

1.2.2 Unit Price Items

a. "Dredging", Item No. 0002 and 0003.

(1) Description: This item shall include all work as specified in SECTION 02482 DREDGING except for work related to mobilization and demobilization.

(2) Unit of Measure: Payment for all acceptably completed work required under this Section of the specification will be made at the applicable contract unit price per cubic yard for the Basic

payment items for "Dredging" - "First 71,000 Cubic Yards", and "Over 71,000 Cubic Yards", "Dredging Option" - "First 17,000 Cubic Yards" and "Over 17,000 Cubic Yards".

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

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SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, i.e. ASHRAE 15 (1994) Safety Code for Mechanical Refrigeration. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for convenience, i.e. ASHRAE's unnumbered 1993 edition of their Handbook, Fundamentals is identified as ASHRAE-03 (1993) Handbook, Fundamentals I-P Edition. The sponsoring organization number (ASHRAE 15) can be distinguished from an assigned identifying number (ASHRAE-03) by the lack of a dash mark (-) in the sponsoring organization assigned number.

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

3.1 Sub Title

Text

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DIVISION 01 - GENERAL REQUIREMENTS

SPECIAL PROJECT PROCEDURES

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SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01300, entitled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Accident Prevention Plan; G-DAO

Contractor shall provide an accident prevention plan including an activity hazard analysis to the Contracting Officer within 15 calendar days after receipt of award.

Payrolls and Basic Records

Contractor shall submit payrolls and basic records in accordance with the Section 0700 clause entitled "PAYROLLS AND BASIC RECORDS (FEB 1988).

Progress Chart; G-DAO

Contractor shall submit progress chart in accordance with the Section 0700 clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS (APR 1984).

1.1.1 PRECONSTRUCTION CONFERENCE

After award of a contract, a conference will be arranged by the Contracting Officer's Representative between responsible personnel of the Contractor, Area Office and District Office. At this conference, the Contractor will be oriented with respect to Government procedures and line of authority for wage rates, contractual, administrative, and construction matters.

1.2 REGULATORY REQUIREMENTS

1.2.1 Additional Work Proposed and Not Authorized

1.2.1.1 Work Subject to 33 CFR, Parts 320-330

Any additional work (not specifically shown on the plans or delineated in the specifications) proposed by the Contractor in or affecting navigable waters, including wetlands (as defined in 33 CFR, Parts 320-330, published in the Federal Register Vol.51, No. 219, Thursday, November 13, 1986) shall not be performed without a Department of the Army Permit. This requirement shall be applicable to all work, permanent or *temporary*, and/or fill(s). The Department of the Army Permit shall be approved by the District Engineer or Deputy District Engineer in accordance with the laws of the United States and the regulations promulgated thereunder, including, but not limited to, the River and Harbor Act of 1899, the Clean Water Act and the National Environmental Policy Act of 1969, as amended. Corps

employees (Contracting Officer's Representatives (COR) or inspectors) are not delegated authority to authorize such work. Information on making application for such permit(s) may be obtained by contacting one of the offices as listed hereinafter. When applying for information or a permit, a copy of any correspondence should be directed to the Contracting Officer of this contract. If a permit is not obtained, the additional work cannot be accomplished. Any delay in processing the permit will not constitute the basis of a claim under this contract. The fact that the Contractor is performing work under a Department of the Army Contract will give the Contractor no greater rights than any other applicant for a Department of the Army Permit.

MICHIGAN-INDIANA

Regulatory Office
U.S. Army Engineer District, Detroit
P. O. Box 1027
Detroit, MI 48231
Telephone: 313-226-6813

1.2.1.2 Work Subject to 40 CFR, Part 233

Any additional work (not specifically shown on the plans or included in the specifications), proposed by the Contractor, in or affecting waters of the United States, including wetlands, in the State of Michigan (as defined in 40 CFR, Part 233, published in the Federal Register, Vol. 49 No. 192, Tuesday October 2, 1984) shall not be performed without a State of Michigan regulatory permit. Information on making an application for such permit may be obtained by contacting the office listed hereinafter. When applying for a permit or for information, a copy of any correspondence shall be furnished to the Contracting Officer. If a permit is not obtained, the additional work shall not be performed. Any delay in obtaining or processing the permit will not constitute a basis for a claim under this contract.

STATE OF MICHIGAN

Department of Natural Resources
Land & Water Management Division
P.O. Box 30028
Stevens T. Mason Building
Lansing, MI 48909
Telephone: 517-373-4608

1.3 PROJECT/SITE CONDITIONS

1.3.1 Condition and Use of Project Site

The drawings indicate soundings and elevations at the dredging and disposal sites as found in condition surveys made as stated on the contract drawings. A notification of at least five (5) calendar days shall be given to the Contracting Officer prior to bringing any construction equipment or material upon the work site. The Contractor shall be responsible for damages that may be suffered due to its operations. The Contractor shall note CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS."

1.3.1.1 Physical Conditions

The physical conditions shown on the drawings are indicative of those that prevailed at the time of the site investigations and may be different than those at the time of construction. Significant variations that would require changes to the plans or specification shall be reported to the Contracting Officer immediately.

1.3.2 Waterways Navigation and Traffic

The Contractor shall acquaint itself with all information and regulations pertaining to navigation and vessel traffic within the waterways at the project site. The Contractor shall coordinate with the U.S. Coast Guard to assure that a "NOTICE TO MARINERS" is issued prior to its work activity at the project site. A copy of the requisite notice form is enclosed in SECTION 01999. The completed form shall be sent to the address stated in the Subparagraph entitled "Temporary Lights, Signals and Buoys Required by U.S. Coast Guard". The Government will not undertake to keep the waterways free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917 (see Title 33, U.S.C.A. Sec. 1). The Contractor is required to conduct its work in such manner as to obstruct navigation as little as possible and, in case the Contractor's plant so obstructs a channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed by it under the contract in navigable waters or on shore.

1.3.2.1 Navigation

Information and regulations pertaining to navigation may be obtained from the current issue of the "UNITED STATES COAST PILOT 6," issued annually by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). The "UNITED STATES COAST PILOT" may be obtained from National Ocean Survey, NOAA, Distribution Division-C44, Riverdale, Maryland 20840.

1.3.2.2 Traffic

Vessels that may use the waterways at the project site consist of recreational craft and commercial vessels. This traffic may interfere with contract operations and the Contractor shall conduct its work with due regard to and in coordination with the requirements of all navigation. Information regarding the types and amount of passages made by commercial vessels that may use the waterways at the project site may be obtained from the current issue of the "Waterborne Commerce of the United States, Part 3, Waterways and Harbors, Great Lakes," published by the Department of Army, Corps of Engineers. The Department of the Army publication may be obtained at no charge from the following:

District Engineer, U.S. Army Engineer District, New Orleans, Waterborne Commerce Section, P.O. Box 60267, New Orleans, Louisiana 70160. Phone 504-862-1425, FAX 504-862-1091.

1.3.3 Existing Vegetation, Structures, Equipment, Utilities & Improvements

General locations of applicable existing utilities, vegetation, structures, equipment and improvements, based upon latest information available to the

Government have been shown on the drawings. However, it is the Contractor's obligation to establish the exact horizontal and vertical location and size of all existing utility lines which are located within the required work area. The Contractor shall submit a plan for locating existing utilities and a copy of its findings prior to commencing work on the site. Any utility lines which are not found by the Contractor, but which are known to exist at the project site, shall be reported to the Contracting Officer immediately. The Contracting Officer will have the option of directing commencement of work at the site or requiring the Contractor to submit further plans for locating the utility lines. Once the utilities have been located and marked, the Contractor shall be deemed to have the location made known to it pursuant to CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS." The Contractor is required under CLAUSE titled "PERMITS AND RESPONSIBILITIES" to comply with, but not limited to, the Michigan Protection of Facilities During Construction Activities Act. If the Contractor damages any existing utility line, vegetation, structure, equipment or improvement, a report thereof shall be made immediately to the Contracting Officer. In any event, existing utility lines, vegetation, structures, equipment or improvements shall be protected from damage, and if damaged, shall be repaired by the Contractor at its own expense.

1.3.4 Contractor-Furnished Utility Services

The Contractor shall furnish, at its own expense, all water, electric current and other utilities required for its use.

1.3.5 Temporary Lights, Signals and Buoys Required by Coast Guard

All temporary lights, signals and buoys required by the U.S. Coast Guard must be displayed during the required work. Information regarding required signals, lights, buoys and other requirements may be obtained from the Commander (OAN), U.S. Coast Guard, Shore Maintenance Detachment, ATTENTION: Aids to Navigation Branch, 1240 East Ninth Street, Cleveland, Ohio 44199-2060, Telephone (216) 522-3990.

1.3.6 Navigation Buoys

1.3.6.1 Relocation of Existing Buoys

If the relocation of existing navigation buoys is required to perform the contract work, the Contractor shall request permission for their relocation from the U.S. Coast Guard through the Contracting Officer. The request shall be provided to the Contracting Officer not less than three (3) weeks prior to need of the buoy relocation. The Contractor shall be responsible for performing the relocation work, which shall be in accordance with U.S. Coast Guard requirements.

1.3.6.2 Temporary Dredging and Construction Buoys

In order to distinguish temporary buoys placed and maintained by the Contractor for dredging or construction purposes from aids to navigation placed by the U.S. Coast Guard, the Contractor's buoys shall be white and the top two (2) feet shall be light green in color. The Contractor shall remove its temporary buoys at the completion of the work.

1.3.6.3 Buoy Markings

If buoys with special markings are needed to indicate the different sides

of the navigable channel, prior arrangements shall be made with the U.S. Coast Guard, through the Contracting Officer.

1.3.7 Layout of Work and Surveys

1.3.7.1 Layout of Work

The following requirements are in addition to the requirements of CLAUSE titled "LAYOUT OF WORK." The Government has established bench marks and horizontal control points at the site of the work. Horizontal control points and descriptions of bench marks are shown on the drawings and on sheets enclosed in SECTION 01999. The elevations of bench marks for the Detroit River are referred to mean water level (IGLD 1955), at Father Point, Quebec, Canada.

1.3.8 Surveyor Requirements

From these control points and bench marks, the Contractor shall lay out the work by establishing all lines, grades, range markers and gauges at the site as necessary to control the work. All survey data shall be recorded in accordance with standard and approved methods and in the format approved by the Contracting Officer. All field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be available at all times during the progress of the work for ready examination by the Contracting Officer or his or her duly authorized representative and upon completion of the contract work the originals shall be turned over to the Contracting Officer in ring binders.

1.3.8.1 Suspension

The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon satisfactory replacement of location and limit marks. Such suspension shall be at no additional cost to the Government and shall not entitle the Contractor to an extension of time for completing the work.

1.3.8.2 Verification

The Government may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of contract specifications and drawings. Such checking by the Contracting Officer or his or her representative shall not relieve the Contractor of its responsibility to perform all work in accordance with the contract drawings and specifications and the lines and grades given therein.

1.4 SEQUENCING AND SCHEDULING

1.4.1 Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 1 December and 30 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.

1.4.2 Sunday, Holiday And Night Operations

When the Contractor elects to work on Sundays, holidays or nights (when not prohibited herein), notice of its intention to do so shall be given to the Contracting Officer not less than forty-eight (48) hours in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at its expense.

1.4.3 Start Work

The base contract and the option, if exercised, are to be completed within 90 calander days. The Government will give the Contractor a preliminary written notice of its intent to exercise the option no later than 15 September 2004. Dredging is prohibited before August 15,2004. Evidence that the Contractor has started procurement of materials, preparation and submission of submittal register, mobilization, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. (See Clause titled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, FAR 52.212-0003.)

1.5 ON-BOARD ACCOMMODATIONS FOR INSPECTORS

The Contractor shall furnish TRANSPORTATION TO FLOATING PLANT.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END>

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DIVISION 01 - GENERAL REQUIREMENTS

REAL ESTATE

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SECTION 01101

REAL ESTATE

PART 1 GENERAL

1.1 PAYMENT

No separate payment will be made for any requirements under this Section and all costs of implementation shall be included in the payment items shown in the BIDDING SCHEDULE in "SECTION 00010."

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-18 Records

Additional Property Agreements; G,RED

Copies of any agreements for Contractor-acquired real estate rights shall be furnished before entering thereon.

1.2.1 REGULATORY REQUIREMENTS

1.2.2 Real Estate Rights

Rights for the use of the Government-furnished transfer and disposal areas have been obtained and the general limits of the areas are shown on the drawings. All real estate lakeward of the Ordinary High Water Mark is under Federal jurisdiction and no permit or agreements are necessary for work therein. No other real estate rights have been obtained by the Government for this project.

1.2.3 Additional Real Estate Rights

Any additional real estate rights desired by the Contractor shall be obtained by the Contractor at its own expense. Such agreements shall clearly relieve the Government of any responsibility for damages or liability resulting from the Contractor's use of such grounds.

1.3 PROJECT/SITE CONDITIONS

1.3.1 Location and Verification

It shall be the Contractor's responsibility to accurately locate the limits of all lands utilized under the contract. The corner and angle points of each area for which rights have been obtained shall be marked with semipermanent markers except where there is an approved existing property marker. Temporary markers shall be placed at points on alignment. The

points on alignment shall be marked at stations so that intervals between points do not exceed 200 feet.

1.3.2 Survey Markers

All markers shall be installed in an area prior to its use and they shall be available for reference during and upon completion of use of the area. Where approved existing property markers are found, a witness stake, as specified in Subparagraph, "Semipermanent Markers" below, shall be provided. If the types of markers specified hereinafter cannot be used, other types, as approved by the Contracting Officer, shall be provided.

1.3.2.1 Semipermanent Markers

The markers shall be a steel rod one-half inch in diameter and four (4) feet long. The steel rod shall be driven vertically into the ground so that the top is flush with the finished ground surface. Each marker shall be witnessed by a 2" x 2" yellow stake extending two (2) feet above the ground surface and driven into the ground until stable, with not less than one (1) foot penetration.

1.3.2.2 Temporary Markers

Markers shall be 2" x 2", red-colored, wood hub stakes driven into the ground until stable (not less than one (1) foot penetration) with two (2) feet projecting above the ground surface. If the period in which temporary markers are to be in place exceeds one (1) construction season, a more permanent type of marker, as approved, shall be provided.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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DIVISION 01 - GENERAL REQUIREMENTS

ENVIRONMENTAL PROTECTION

-- End of Section Table of Contents --

SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 PAYMENT

No separate payment will be made for any requirements under this Section, and all costs of implementation shall be included in the payment items shown in the BIDDING SCHEDULE in "SECTION 00010."

1.2 DEFINITIONS

For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, vibrations, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Data

Environmental Protection Plan; G,DAO

Submit in writing an Environmental Protection Plan within ten (10) calendar days after receipt of Notice to Proceed.

1.3.1 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall provide and maintain, during the life of the contract, environmental protection. It shall plan for and provide environmental protective measures to control pollution that develops during normal construction practice. It shall plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary features associated with the project. It shall comply with Federal, State, and local regulations pertaining to the environment, including but not limited to water, air, and noise pollution. The Environmental Protection Plan shall be prepared in accordance with the Environmental Impact Statements and Assessments referenced in the Paragraph "ENVIRONMENTAL IMPACT STATEMENTS AND ASSESSMENTS."

1.3.2 Environmental Protection Plan

The Contractor shall prepare and submit in writing an Environmental

Protection Plan and shall meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of its responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Government reserves the right to require the Contractor to make changes in its environmental protection plan and operations as necessary to maintain satisfactory environmental protection performance. The environmental protection plan shall include but not be limited to the following:

1.3.3 Federal, State and Local Laws, Regulations, and Permits

The Contractor shall prepare a list of Federal, State and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations and permits. Also see Clauses titled "CLEAN AIR AND WATER" and "PERMITS AND RESPONSIBILITIES."

1.3.4 Protection of Features

The Contractor shall determine methods for the protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover; landscape features; air and water quality; fish and wildlife; soil; wetlands; historical, archaeological and cultural resources; and Federal and State protected species.

1.3.5 Procedures

The Contractor shall implement procedures to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

1.3.6 Permit or License

The Contractor shall obtain all needed permits or licenses.

1.3.6.1 Drawings

The Contractor shall include drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, stockpiles of earth materials, and disposal areas for excess earth material and unsatisfactory earth materials.

1.3.6.2 Environmental Monitoring Plans

The Contractor shall include environmental monitoring plans for the job site which incorporate land, water, air and noise monitoring.

1.3.6.3 Traffic Control Plan

The Contractor shall include a traffic control plan for the job site.

1.3.7 Surface and Ground Water

The Contractor shall establish methods of protecting surface and ground water during construction activities.

1.3.8 Work Area Plan

The Contractor shall include a work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan shall include measures for marking the limits of use areas.

1.3.8.1 Fish, Wildlife and Flora

The Contractor shall include a list of fish, wildlife and flora that require special attention along with measures for their protection as stated in the Subparagraph, entitled, "Protection of Fish, Wildlife and Flora."

1.3.9 Spill Response Plan

The Contractor shall include a Spill Response Plan for each type of contaminant that may be encountered during the course of the work. The plan shall include provisions for immediate notification to the Contracting Officer and other applicable regulatory agencies. The notification shall include a description of the material spilled, quantities, location, time, date, the containment procedures effectuated, and the proposed cleanup procedures. The plan shall list the trigger-point quantity at which each contaminant becomes subject to a mandatory reporting procedure. The plan shall also include provisions for communicating with the press and other governmental agencies having an interest. The names, addresses, telephone numbers and contact persons for each possible point of contact shall be listed in the plan.

1.4 ENVIRONMENTAL IMPACT STATEMENTS AND ASSESSMENTS

Appropriate environmental documentation has been prepared to address the impact of the work that is required under the scope of this contract. Coordination with and/or notices to all interested agencies and the public have been made as necessary. Copies are available for review through the Engineering and Construction Division Design Branch of the U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan.

1.5 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.

1.6 SUBCONTRACTORS

Assurance of compliance with this Section by subcontractors shall be the responsibility of the Contractor.

1.7 QUALITY ASSURANCE

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine its activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following Subparagraphs.

3.1.1 Location of Field Offices, Storage & Other Contractor Facilities

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in an area provided by the Contractor. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

3.1.2 Protection of Fish, Wildlife and Flora

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations. See Subparagraph, "Environmental Protection Plan."

3.1.3 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.4 Non-Indigenous Aquatic Nuisance Species

The Contractor shall comply, to the maximum extent possible, with applicable management plans governing the control of non-indigenous aquatic nuisance species. The Contractor shall coordinate with appropriate state and federal natural resources agencies for specific requirements.

3.1.5 Preservation of Historical, Archaeological & Cultural Resources

If, during construction activities, the Contractor observes unusual items

that may have historical, archaeological or cultural value, such items shall be protected in place and the observations shall be reported immediately to the Contracting Officer so that the District Archaeologist may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing, or otherwise damaging such resources.

3.1.6 Protection of Land Resources

Prior to the beginning of any construction, the Contractor shall, under the observation of the Contracting Officer's Representative, identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following Subparagraphs.

3.1.6.1 Work Area Limits

Prior to any construction the Contractor shall mark the areas where no work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

3.1.6.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. Trees, brush and vegetation which will be covered with dredged material within a confined disposal facility (CDF) are not required to be preserved and protected.

3.1.7 Disposal Areas on Government Property

Disposal areas on Government property shall be managed and controlled to limit material to areas designated on the contract drawings and prevent erosion of soil or sediment from entering nearby water courses or lakes. Disposal areas shall be developed in accordance with the grading plan indicated on the contract drawings.

3.1.7.1 Temporary Excavations and Embankments

Temporary excavations and embankments for plant and/or project work areas shall be controlled to protect adjacent areas from despoilment.

3.1.7.2 Ground Vibration

Ground vibrations from construction activities shall be controlled at all

times.

3.1.8 Disposal of Waste Materials

Disposal of any materials, waste, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams, rivers, or lakes and in areas not authorized for waste disposal shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, ground which has become contaminated through the fault or negligence of the Contractor shall be excavated, disposed of as directed by the Contracting Officer, and replaced with suitable fill material compacted and finished with topsoil and planted as required to re-establish vegetation, all at the expense of the Contractor. Disposal of waste, trash and other materials off the project site shall be in accordance with all applicable Federal, State, and local laws.

3.1.8.1 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off the project site and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

3.1.8.2 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.

3.1.8.3 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category shall be handled as directed by the Contracting Officer.

3.1.9 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the construction activities which are included in this contract.

3.1.9.1 Spillages

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, ashes, sawdust, waste washings, herbicides and insecticides, rubbish or sewage, and other pollutants from entering public waters.

3.1.10 Waste Water

Waste water shall not be allowed to enter streams, rivers or lakes unless it meets United States Environmental Protection Agency and State of Michigan Water Quality Criteria. The Contractor shall be solely responsible for the removal and/or disposition of waste water, including any filtering, ponding or other treatment.

3.1.10.1 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of, and be performed by, the Contractor.

3.1.11 Protection of Air Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of Michigan air pollution control statutes, rules or regulations and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for those construction operations and activities specified in this Contract. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

3.1.11.1 Particulates

Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays and hours when work is not in progress.

3.1.11.2 Particulates Control

The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent personnel and equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

3.1.11.3 Hydrocarbons, Carbon Monoxide and Oxides of Nitrogen and Sulfur

Vapor/gaseous emissions of hydrocarbons, carbon monoxide, oxides of nitrogen and sulfur oxides from equipment shall be controlled to Federal and State allowable limits at all times.

3.1.11.4 Odors

Odors from all construction activities, processing and preparation of materials shall be controlled at all times.

3.1.11.5 Monitoring of Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

3.1.12 Protection from Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise.

3.1.13 POST CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of temporary facilities such as haul roads, work area, structures, stock piles of excess or waste materials, fencing, buoys, stakes or any other vestiges of construction within the work, storage and access areas or as directed by the Contracting Officer. The areas shall be restored to near natural conditions which will permit the growth of vegetation thereon. Except in specific cases, where directed, restoration to original contours will not be required; however, all restored areas shall be smoothly and evenly dressed, sloped to drain and the edges of the restored area graded to be flush with the existing grade. All restored areas shall be topsoiled, fertilized, seeded, and mulched, unless otherwise directed, where areas supporting grass have been damaged. The topsoiling, fertilizing, seeding and mulching shall be in accordance with applicable provisions of MDOT 1990, Standard Specifications for Construction.

3.2 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the Contractor's submitted plan, as approved by the Contracting Officer. This work shall be accomplished at the Contractor's expense.

3.3 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.4 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train its personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)

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SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 500 MHz Pentium or higher processor

128+ MB RAM for work station/ 256+MB RAM for server.

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader 8X speed or higher

SVGA or higher resolution monitor (1024X768, 256 colors)

Mouse or other pointing device.

Windows compatible printer. (Laser printer must have 4 MB+ of RAM)

Connection to the Internet, minimum 56k BPS

Software

MS Windows 98, ME, NT, or 2000

Word Processing software compatible with MS Word 97 or newer

Latest version of; Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) MAPI compatible.

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective

of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies

identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually

or by using the Standard Data Exchange Format (SDEF) (see Section 01320A PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be

returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01330

SUBMITTAL PROCEDURES

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION

Submittals are identified with submittal description (SD) numbers and are classified as follows:

1.1.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.1.2 Designated Reviewers

The organization designated to perform the review for approval for items requiring Government approval (G) is identified by acronym in the REVIEWER column on the SUBMITTAL REGISTER, ENG FORM 4288 or ENG FORM 4288 (RMS). Following is a list of the acronyms used and their full description:

DAO = U.S. Army Corps of Engineers, Detroit District, Detroit Area Office

RED = Real Estate Division, Detroit District, U.S. Army Corps of Engineers

ECD = Engineering and Construction Division, Detroit District, U.S. Army Corps of Engineers

DSO = District Safety Officer,U.S. Army Corps of Engineers

1.2 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.3 DISAPPROVED SUBMITTALS

When a submittal is returned to the Contractor and marked "DISAPPROVED" or "APPROVED AS NOTED, REVISE AND RESUBMIT", the Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on

the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Submittals shall be made in the required number of copies and to the applicable Area Office. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and stamped in accordance with ARTICLE titled STAMPS, and approved by the CQC representative. Each respective transmittal form (ENG FORM 4025) shall be signed and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

In Section 01999, is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 10 calendar days after receipt of the Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.2.1 Resident Management System

Reference is made to the RMS specified in PART 3 of SECTION 01451, CONTRACTOR QUALITY CONTROL and the applicable SUBMITTAL INFORMATION form enclosed in SECTION 01999. The Contractor is not required to make duplicate submittals and shall use the RMS form in lieu of ENG FORM 4288. An RMS software module will be supplied to the Contractor for running and utilizing the RMS program.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 10 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) enclosed in SECTION 01999 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor, or may be copied from the enclosed form. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control its procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. The distribution of approved copies will be as specified in the Clause titled "SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION".

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of

the Contracting Officer is not required on information only submittals.

3.9 RESERVATION OF RIGHTS

The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.10 STAMPS

Stamps, approximately 2 inches high by 3 inches wide, and similar to the following, shall be used by the Contractor on the submittal data to validate approval:

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheets(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

3.11 ACCIDENT PREVENTION PLAN

The format of the Contractor's Accident Prevention Plan shall be in accordance with APPENDIX A, MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385 1-1, 3 Nov 2003. A copy of NCE FORM 129 is included in SECTION 01999 for use in preparing activity hazard analysis documentation.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01451

CONTRACTOR QUALITY CONTROL

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, titled "SUBMITTAL PROCEDURES":

SD-01 Data

Quality Control Plan; G-DAO.

Submit in writing a Quality Control Plan within thirty (30) days after receipt of Notice to Proceed; including Preparatory Inspection Checklist, Initial Inspection Checklist, and Daily Inspection Reports.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Clause titled "INSPECTION OF CONSTRUCTION." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of Clause titled "INSPECTION OF CONSTRUCTION." The plan shall identify personnel, procedures, control, instructions, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. Information required in the paragraph titled "IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SUSTEM (RMS)" shall be incorporated into the Contractor's Quality Control plan, as applicable.

b. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project superintendent.

c. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

d. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters shall also be furnished to the Government.

e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators suppliers, and purchasing agents. These procedures shall be in accordance with SECTION 01330, "SUBMITTAL PROCEDURES".

f. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

g. Procedures for tracking preparatory, initial, and follow-up control phases, including documentation.

h. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

i. Reporting procedures, including proposed reporting formats.

j. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may be generally considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list shall be as agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in its CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

Immediately after adjournment of the required Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC plan shall be submitted in draft form for a review a minimum of 3 working days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and are to be signed by both the Contractor and the Contracting Officer or the Contracting Officer's Representative. The minutes shall be separate from the Preconstruction Conference minutes and shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.3.1 Finalize CQC Plan

Immediately following the Preconstruction Conference, the Contractor shall finalize the CQC plan, taking into account comments made at the conference, and shall formally submit the CQC plan for acceptance. The Contractor shall allow up to 10 calendar days for review and acceptance of the finalized submittal.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the on site work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be a graduate engineer or a graduate of construction management, with a minimum of one (1) year of dredging experience on dredging similar to this contract or an experienced dredging person with a minimum of three (3) years experience in related work. This CQC system manager shall be on site at all times during construction and shall be employed by the prime Contractor The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Additional Requirements

In addition to the above experience and education requirements the CQC System Manager shall have completed the course titled "Construction Quality Management For Contractors". This course is periodically offered at one or more of the Area Offices within the District.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times that the work related to the applicable skill is ongoing. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS

Submittals shall be as specified in SECTION 01330,titled "SUBMITTAL PROCEDURES". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been

tested, submitted, and approved.

d. Review of provisions have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory control phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by a completed Preparatory Inspection Checklist and by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. A completed initial inspection checklist

of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Implementation of Government Resident Management System (RMS)

The Contractor shall utilize the Government-furnished CQC Management Report, NCE Form 63 for its daily reports. (Copy enclosed in SECTION 01999). Other Contractor desired reporting forms may be used in addition to this form. The Contractor shall use a government-furnished RMS CQC computer module for managing the quality control for this project. On the Government-furnished Input Forms in SECTION 01999 for use with the RMS, the Contractor shall provide the following information:

(1) Prime Contractor staffing

(2) letter codes which the Contractor wishes to use in addition to those supplied with the program libraries. A list of current existing codes is provided in SECTION 01999.

(3) subcontractor information showing trade, name, address, and insurance expiration dates

(4) Definable features of work from a Government provided dictionary (may be expanded by the Contractor, as approved).

(5) Pay activity and activity information, including minimum and maximum durations for each activity on a separate listing. The sum of all activity values shall equal the contract amount and, all Bid Items and Additives shall be separately identified, in accordance with the BIDDING SCHEDULE. Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. All of the data listed in this Subpart 6 shall be provided and the RMS CQC module shall be completed to the satisfaction of the Contracting Officer prior to any contract payments (except payments for bonds, insurance and/or mobilization as approved by the Contracting Officer) and shall be updated as required.

(6) Required Quality Control tests (as applicable) tied to individual activities. The QC Reports/QC Requirements function of the RMS QC Module will be used to meet the requirements for tracking of verification and acceptance testing specified in the paragraph titled "Content of the CQC Plan".

(7) Submittal information relating to specification section, bid item number, description, activity number, review period and expected procurement period

(8) User schooling information (as applicable).

The above items shall be incorporated into the required submittal for the Contractor's Quality Control Plan required in the paragraph titled "QUALITY CONTROL PLAN" of this Section.

a. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor shall acknowledge receipt of these comments by specific number reference on its Daily CQC Report, and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification. The contractor will use the QC COMMENTS function of the RMS QC Module to meet the requirements for tracking construction deficiencies as specified in paragraph titled, "Content of the CQC Plan".

b. The Contractor's schedule system shall include, as specified and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals (as applicable) and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Contracting Officer Representatives (as applicable).

3.6.5 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

At the completion of all work the CQC system manager shall conduct and inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph "DOCUMENTATION" below, and shall include the estimated date by which the deficiencies will be corrected. The CQC system manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final Inspection.

3.7.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied, A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can

be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptable complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.8 DOCUMENTATION

The Contractor shall maintain Daily Inspection Reports of quality control operations, activities, and tests performed, including the work of subcontractors. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed today, giving location, description, and by whom. For dredging projects, the report shall always include the character and types of materials removed. Whenever there is a significant change in the materials, the location of such change shall be included in the reports.

d. Control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Quantity of materials received at the site, with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Identify submittals reviewed, with contract reference, by whom, and action taken.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. List instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that the workmanship complies with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s)covered by the report, except that reports need not be submitted for days on which no work is performed. All calendar days shall be accounted for throughout the life of the contract. The first report following a period of no work shall be for that day and all the no-work days since the last reported work day. Reports shall be sequentially numbered for this project, signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of reports prepared by all subordinate quality control personnel.

3.9 SAMPLE FORMS

Sample forms for the CQC Management Report, Preparatory Inspection Checklist, Initial Inspection Checklist, and other required reports and plans are enclosed in SECTION 01999. The Contractor shall tailor the checklists to include all reporting and quality control requirements specific to this project.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor or subcontractor.

--End of Section--

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

-- End of Section Table of Contents --

SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART 1 GENERAL

1.1 ENCLOSURES

This Section contains documents referenced in other Sections of the specifications. They are consolidated in this Section for the convenience of the Contractor and the Government. The Contractor may reproduce the enclosed forms for it's use or obtain a supply of the forms from the Contracting Officer.

TITLE PAGE NO.

CONSTRUCTION QUALITY MANAGEMENT REPORT - NCE FORM 63, 6 MAY 77. (2 Sides)

PREPARATORY INSPECTION CHECKLIST (3 SIDES)

INITIAL INSPECTION CHECKLIST (2 SIDES)

ACCIDENT PREVENTION PROGRAM ACTIVITY HAZARD ANALYSIS- NCE FORM 129, 6 JUNE 1986.

RESIDENT MANAGEMENT SYSTEM FORMS (SAMPLES)

A. CURRENT ACTIVITY SUMMARY

B. INITIAL INSPECTION WORKSHEET

C. PREPARATORY INSPECTION WORKSHEET

D. CONTRACTOR QUALITY CONTROL REPORT

E. TRANSMITTAL SHEET (4025-R)

RMS CORRESPONDENCE CODES

SUBMITTAL REGISTER - ENG FORM 4288, MAY 91

DAILY REPORT OF OPERATIONS - HOPPER DREDGES- ENG FORM 27A, 1 APR 73 (2 SIDES)

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATIONS OF COMPLIANCE ENG FORM 4025, MAY 91 (2 SIDES)

REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES - ENG FORM 4267, JAN 70 (2 SIDES)

OVERDEPTH AND TOLERANCE DRAWINGS

NOTICE TO MARINERS FORM

BENCHMARKS AND HORIZONTAL CONTROL DATA

GENERAL DECISION NO. IL030018

GENERAL DECISION NO. MI030081

GENERAL DECISION NO. MI030083

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- END OF SECTION --

CONSTRUCTION QUALITY CONTROL MANAGEMENT

DATE_____ REPORT_____
CONTRACTOR _____ CONTRACT NO._____
PROJECT NAME _____ LOCATION _____
WEATHER TYPE_____ TEMP. MAX_____ MIN_____ RAINFALL_____ GAGE READING_____
EMPLOYEES: SUPV._____SKILLED_____ LABORERS_____LENGTH OF SHIFT _____HR_____

WORK RESPONSIBILITY: NAME (PRIME OR SUBCONTRACTOR) AND AREA OF RESPONSIBILITY .
A._____

B. _____

C. _____

D. _____

E. _____

WORK PERFORMED TODAY: (LOCATION, DESCRIPTION, QUANTITY AND RESPONSIBILITY BY LETTER REFERENCE
(Relate to Items on the Progress Chart or CPM)

INSPECTION: (DESCRIPTION OF INSPECTION AND LOCATION. INCLUDE OFF-SITE, MATERIALS AND EQUIPMENT INSPECTION.)

A. PREPARATORY PHASE:

B. INITIAL PHASE:

C. CONTINUOUS PHASE:

RESULTS OF INSPECTION: (INCLUDE FINDINGS, DEFICIENCIES OBSERVED & CORRECTIVE ACTION)

NCE FORM 63 EDITION OF 22 JUNE 76 IS OBSOLETE
6 MAY 77

RESULTS OF SURVEILLANCE CONTINUED:

_____

TEST PERFORMED: TYPE, LOCATION, RESULTS INCLUDING FAILURES & REMEDIAL ACTION, (ATTACH COPY OF TEST REPORT OR NOTATION WHEN IT WILL BE FURNISHED.)

_____

WORK ITEMS BEHIND SCHEDULE: REASON, EFFECT ON PROGRESS SCHEDULE AND ACTION TAKEN.

_____

JOB SAFETY: (REPORT CONDITIONS, DEFICIENCIES, CORRECTIVE ACTION & RESULTS.)

_____

REMARKS: LIST ATTACHMENT AND OTHER MANAGEMENT ACTIONS TAKEN TO ASSURE QUALITY CONSTRUCTION

IF INSPECTION & RESULTS ARE NOT LISTED THEN IT IS ASSUMED THAT QUALITY CONTROL IS NOT BEING IMPLEMENTED.
THE ABOVE REPORT IS COMPLETE AND CORRECT AND ALL MATERIALS & SUPPLIES INCORPORATED IN THE WORK ARE IN COMPLIANCE WITH THE TERMS OF THE CONTRACT EXCEPT AS NOTED:

_____
CONTRACTOR'S APPROVED REPRESENTATIVE SIGNATURE

PREPARATORY INSPECTION CHECKLIST

CONTRACT NO:_____ DATE:_____

TITLE:_____ SPECS. SECTION:_____

MAJOR DEFINABLE SEGMENT OF WORK:_____

A. PERSONNEL PRESENT:

	NAME	POSITION	COMPANY
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

B. TRANSMITTAL INVOLVED:

	NUMBER & ITEM	CODE	CONTRACTOR OR GOVERNMENT APPROVAL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

PREPARATORY INSPECTION CHECKLIST

B-I. Have all items involved been approved Yes_____ No_____

B-II. What item have not been approved?

	ITEM	STATUS
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

C. Are all materials on hand? Yes_____No_____

C-I. Are all materials on hand accordance with approvals? Yes_____No_____

C-II. Items not on hand or not in accordance with transmittals:

1. _____
2. _____
3. _____
4. _____

D. Test required in accordance with contract requirements:

	TEST	PARAGRAPH
1.	_____	_____
2.	_____	_____
3.	_____	_____

PREPARATORY INSPECTION CHECKLIST

E. ACCIDENT PREVENTION PREPLANNING – HAZARD CONTROL MEASURES:

E-1 Applicable Outlines)Attach completed copies):

1. _____
2. _____
3. _____
4. _____
5. _____

E-II Operational Equipment Checklist

ATTACHED FOR:

1. _____
2. _____
3. _____

ON FILE FOR:

1. _____
2. _____
3. _____

_____
QUALITY CONTROL – PRIME CONTRACTOR

INITIAL INSPECTION CHECKLIST

CONTRACT NO: _____ DATE: _____

Description and Location of Work Inspected: _____

_____ Specs. Section:_____

REFERENCE CONTRACT DRAWING:

_____

A. PERSONNEL PRESENT :

	NAME	POSITION	COMPANY
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS

AND SPECIFICATION: YES_____ NO_____

IF NOT,EXPLAIN:_____

_____

_____

INITIAL INSPECTION CHECKLIST

C. PROCEDURES AND WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS: YES____ NO_____
IF NOT, EXPLAIN: _____

D. WORKMANSHIP IS ACCEPTABLE: YES_____ NO _____ STATE AREAS WHERE IMPROVEMENT IS NEEDED: _____

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN: _____

_____
QUALITY CONTROL REPRESENTATIVE

ACCIDENT PREVENTION PROGRAM
ACTIVITY HAZARD ANALYSIS

Page of

1. Contract No.	2. Project	3. Facility
4. Date	5. Location	6. Estimated Start Date

7. Item	8. Phase of Work	9. Safety Hazard	10. Precautionary Action Taken

11. Contractor (Signature & Date)

12. Report discussed with contractor/ superintendent on	13. Contracting Officer (Signature & Date)

US Army Corps of Engineers

Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI
Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
CLIN 0001	***North and South Pier Repairs***	***1***	***$3,437,787.18 / LS***	***$3,437,787.18***
1001	Bonds			$49,136.00
1002A	Prepare & Mobilize Equipment			$94,864.00
1002B	Prepare Site			$72,500.00
1002C	Office Trailers & Utilities			$22,500.00
1003A	Demobilize Equipment			$5,000.00
1003B	Site Restoration			$2,500.00
1003C	As-Built Drawings			$2,500.00
1004A	Furnish SSP			$750,000.00
1004B	Furnish Special Piles			$50,000.00
1004C	Furnish SSP Pile Shoes			$30,000.00
1004D	Fabricate Template			$6,000.00
1004E	Excavate Driving Line			$100,000.00
1004F	Set & Drive SSP			$500,000.00
1004G	Backfill Driving Line			$50,000.00
1004I	South Driving Line Obstruction Removal			$117,787.18
1005A	Furnish Misc. Steel			$193,000.00
1005B	Furnish Tie-Rods			$20,000.00
1005C	Furnish Plate Washers			$15,000.00
1005D	Furnish Fastners			$12,000.00
1005E	Place Misc. Steel			$280,000.00
1006A	Demo Concrete & Remove (Rubblemound)			$100,000.00
1006B	Excavate Existing Cribs (Rubblemound Area)			$185,000.00
1006C	Disposal of Demo Materials (Rubblemound Area)			$25,000.00
1007A	Furnish H-Pile Materials			$22,800.00
1007B	Install H-Piles			$27,200.00
1008A	Furnish Rebar			$135,000.00
1008B	Place Concrete (2000 CY @ $250.00/CY)			$500,000.00
1009A	Furnish Handrails			$60,000.00
1009B	Place Handrails			$7,000.00
1009C	Paint Handrails			$3,000.00
				$3,437,787.18
CLIN 0002	***Fill Stone:***	***0***	***$0.00 / NA***	***$0.00***
	No Activities Assigned to this Bid Item.			
CLIN 0002AA	***First 18,000 tons***	***18,000***	***$22.50 / TN***	***$405,000.00***
2001	Furnish & Place Fill Stone - 1st 18,000 Tons			$405,000.00
				$405,000.00
CLIN 0002AB	***Over 10,000 tons***	***2,000***	***$22.50 / TN***	***$45,000.00***
2101	Furnish & Place Fill Stone - Over 18,000 Tons			$45,000.00
				$45,000.00
CLIN 0003	***Underlayer Stone:***	***0***	***$0.00 / NA***	***$0.00***
	No Activities Assigned to this Bid Item.			
CLIN 0003AA	***First 4,500 Tons***	***4,500***	***$31.50 / TN***	***$141,750.00***
3001	Furnish & Place Underlayer Stone - 1st 4,500 Tons			$141,750.00
				$141,750.00
CLIN 0003AB	***Over 4,500 tons***	***450***	***$31.50 / TN***	***$14,175.00***
3101	Furnish & Place Underlayer Stone - Over 4,500 Tons			$14,175.00
				$14,175.00
CLIN 0004	***Scour Stone:***	***0***	***$0.00 / NA***	***$0.00***

US Army Corps of Engineers

Current Activity Summary

08 Jul 2002

Location Name

Project Name: Repair of North & South Piers, Baloney Harbor, MI
Contract Number: DACW35-02-C-####

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
CLIN 0004	***Scour Stone: (Continued)***	***0***	***$0.00 / NA***	***$0.00***
	No Activities Assigned to this Bid Item.			
CLIN 0004AA	***First 3,500 tons***	***3,500***	***$27.50 / TN***	***$96,250.00***
4001	Furnish & Place Scour Stone - 1st 3,500 Tons			$96,250.00
				$96,250.00
CLIN 0004AB	***Over 3,500 tons***	***600***	***$27.50 / TN***	***$16,500.00***
4101	Furnish & Place Scour Stone - Over 3,500 Tons			$16,500.00
				$16,500.00
CLIN 0005	***Bedding Stone:***	***0***	***$0.00 / NA***	***$0.00***
	No Activities Assigned to this Bid Item.			
CLIN 0005AA	***First 3,000 tons***	***3,000***	***$28.00 / TN***	***$84,000.00***
5001	Furnish & Place Bedding Stone - 1st 3,000 Tons			$84,000.00
				$84,000.00
CLIN 0005AB	***Over 3,000 tons***	***600***	***$28.00 / TN***	***$16,800.00***
5101	Furnish & Place Bedding Stone - Over 3,000 Tons			$16,800.00
				$16,800.00
CLIN 0006	***Armor Stone:***	***0***	***$0.00 / NA***	***$0.00***
	No Activities Assigned to this Bid Item.			
CLIN 0006AA	***First 6,000 tons***	***6,000***	***$34.00 / TN***	***$204,000.00***
6001	Furnish & Place Armor Stone - 1st 6,000 Tons			$204,000.00
				$204,000.00
CLIN 0006AB	***Over 6,000 tons***	***825***	***$34.00 / TN***	***$28,050.00***
6101	Furnish & Place Armor Stone - Over 6,000 Tons			$28,050.00
				$28,050.00

Sum of CLINs	**$4,489,312.18**
Sum of Activities	**$4,489,312.18**
Difference	**$0.00**

INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc

1008A	Furnish Rebar	$135,000.00
1008B	Place Concrete (2000 CY @ $250.00/CY)	$500,000.00
		$635,000.00

B. QUALITY CONTROL REQUIREMENTS -

SUBMITTALS REQUIRED -

00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	A	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel	A	Approved
03307	4	Concrete Mixture Proportions;	A	Approved
03307	5	Cementitious Material	A	Approved
03307	6	Aggregates	A	Approved
03307	7	Manufacturer's Literature	A	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	A	Approved
03307	11	Cementitious Material - Redi-Mix	A	Approved
03307	12	Aggregates - Redi Mix	A	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	A	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	A	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	A	Approved

QC TESTS -

CT # 00001	Obtain 1 Cylinder for strength testing at 7 days and 2 Cylinders for 28 days. Minimum of one set per day or 1 set per every 150 CY placed. (ASTM C-94) Required strength at 7 Days = 2,800 p.s.i.; 28 Days = 4,000 p.s.i.	Not Performed
CT # 00002	Check Batch slips for water/cement ratio not to exeeced 0.40 by weight	Not Performed
CT # 00003	Check Slump at both mixer and discharge ends: Pumped = 3" - 7" at discharge Maximum of 5" at Mixer if no admixture used Maximum of 7" at mixer if admixture is used 2 checks per shift is minimum required	Not Performed
CT # 00004	2 Air Content tests required per shift. Check approved mix design for maximum and minimum values acceptable.	Not Performed

C. QA/QC PUNCH LIST ITEMS -

INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

C. QA/QC PUNCH LIST ITEMS - Cont.

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

_____
_____
_____

D. LABOR RATES -

LABOR CLASSIFICATIONS	BASIC RATE	FRINGE BENEFITS	PLUS %	TOTAL WAGE/HR

E. INSPECTION CHECKS -

		IN COMPLIANCE Yes/ No/ NA
1.	Check rebar for proper bar sizes, per approved shop drawings.	___ ___ ___
2.	Check for 3" clearance of rebar from form sides and top surface.	___ ___ ___
3.	Check for proper use of concrete vibrators	___ ___ ___
4.	Check for correct finish elevations.	___ ___ ___
5.	Concrete finish shall meet approval of on-site Government Representative. Make sure all finshers are aware of approved finishing method and degree of brooming.	___ ___ ___
6.	Ensure embedded items are not displaced during placement and finishing of the concrete.	___ ___ ___
7.	_____	___ ___ ___
8.	_____	___ ___ ___
9.	_____	___ ___ ___
10.	_____	___ ___ ___

F. JOB SITE SAFETY -

		IN COMPLIANCE Yes/ No/ NA
1.	All employees working over water are required to wear workvests (PFDs)	___ ___ ___
2.	All employees are to wear hard hats.	___ ___ ___
3.	Concrete Pump must be shut down prior to cleaning.	___ ___ ___
4.	Review Activity Hazard Analysis for Concrete Work prior to performing this work.	___ ___ ___
5.	_____	___ ___ ___
6.	_____	___ ___ ___
7.	_____	___ ___ ___
8.	_____	___ ___ ___

G. QA Evaluation Notes -

		DISCUSSED Yes/ No/ NA
1.	_____	___ ___ ___
2.	_____	___ ___ ___
3.	_____	___ ___ ___
4.	_____	___ ___ ___

PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc.

1008A	Furnish Rebar	$135,000.00
1008B	Place Concrete (2000 CY @ $250.00/CY)	$500,000.00
		$635,000.00

B. QUALITY CONTROL REQUIREMENTS -

SUBMITTALS REQUIRED -

00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	A	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel	A	Approved
03307	4	Concrete Mixture Proportions;	A	Approved
03307	5	Cementitious Material	A	Approved
03307	6	Aggregates	A	Approved
03307	7	Manufacturer's Literature	A	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	A	Approved
03307	11	Cementitious Material - Redi-Mix	A	Approved
03307	12	Aggregates - Redi Mix	A	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	A	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	A	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	A	Approved

C. QA/QC PUNCH LIST ITEMS -

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

D. LABOR RATES -

LABOR CLASSIFICATIONS	BASIC RATE	FRINGE BENEFITS	PLUS %	TOTAL WAGE/HR

PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

E. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS -

DRAWING / SPEC. NO	COMMENTS / CONFLICTS

		DISCUSSED Yes/ No/ NA
1.		___ ___ ___
2.		___ ___ ___
3.		___ ___ ___
4.		___ ___ ___

F. REPETITIVE DEFICIENCIES FOUND ON PREVIOUS PROJECTS -

		DISCUSSED Yes/ No/ NA
1.		___ ___ ___
2.		___ ___ ___
3.		___ ___ ___
4.		___ ___ ___

G. INSPECTION CHECKS -

		IN COMPLIANCE Yes/ No/ NA
1.		___ ___ ___
2.		___ ___ ___
3.		___ ___ ___
4.		___ ___ ___

H. JOB SITE SAFETY -

		IN COMPLIANCE Yes/ No/ NA
1.		___ ___ ___
2.		___ ___ ___
3.		___ ___ ___
4.		___ ___ ___

I. QUALITY ASSURANCE EVALUATION NOTES -

		DISCUSSED Yes/ No/ NA
1.		___ ___ ___
2.		___ ___ ___
3.		___ ___ ___
4.		___ ___ ___

CONTRACTORS QUALITY CONTROL REPORT (QCR)
DAILY LOG OF CONSTRUCTION - CIVIL

REPORT NUMBER 92

DATE 22 Jun 2001 - Friday

PROJECT North & South Pier Repair, Baloney Harbor, MI

CONTRACT NUMBER DACW35-02-C-#### NA

CONTRACTOR ABC Company, Inc. 555 Imagination Road, Fantasy, MI 49494

WEATHER
Weather Caused No Delay
Temperature Min 80 °F, Max 63 °F; 0.01 IN Precipitation; 10 MPH Wind

QC NARRATIVES

Activities in Progress:

Set and drove 24 sheets of SSP

Installing Miscellaneous Steel Waler sections c/s 4+00W to 4+50W

123 Tons of Fill stone placed between existing structure and req'd SSP wall from c/s 6+25 W to 6+75W.

Safety Inspection / Safety Meetings:

Weekly Safety Meeting held today - Use of PPE - Hrad hats & Work Vests

PREP/INITIAL DATES (Preparatory and initial dates held and advance notice)

A preparatory inspection was held today for the following feature:

Miscellaneous Steel & Handrail

An initial inspection was held today for the following feature:

Miscellaneous Steel & Handrail

ACTIVITY START/FINISH

The following activity was started today:

Activity No	Description
2001	Furnish & Place Fill Stone - 1st 18,000 Tons

No activities were finished today

QC REQUIREMENTS

The following 4 QC requirements were completed today:

Requirement No	Type	Description	Results
CT-00001	QC Testing	Check Plumbness of piles during driving	Completed
CT-00002	QC Testing	Check horizontal placement of piling (Check for Pile-Walk)	Completed
CT-00003	QC Testing	Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.	Completed
CT-00004	QC Testing	Video Tape Interlocks of piling after driving SSP	Completed

QA/QC PUNCH LIST (Describe QC Punch List items issued, Report QC and QA Punch List items corrected)

The following QC Punch List item was issued today:

Item No	Location	Description
QC-00001	4+25W	Cut-off sheets to finish grade from 4+00W to 4+50W

No Punch List items were corrected today

CONTRACTORS ON SITE (Report first and/or last day contractors were on site)

No contractors had their first or last day on site today

LABOR HOURS

The following labor hours were Reported today:

Employer	Labor Classification	Number of Employees	Hours Worked
	IRONWORKER	3.0	10.0
	PILE DRIVING SETTER	2.0	10.0

ABC Company, Inc.	PILE DRIVER OPERATOR		1.0	10.0
Total hours worked to date: 30.0		Total	6.0	30.0

EQUIPMENT HOURS

The following equipment hours were Reported today:

Equipment ID	Description	Standby Hours	Operating Hours
00000002	Vibratory Hammer	0.0	10.0
00000003	Arc Welder	0.0	8.0
00000004	Crane - 100' Boom	0.0	10.0
Total operating hours to date: 28.0		Total 0.0	28.0

ACCIDENT REPORTING (Describe accidents)

No accidents reported today

CONTRACTOR CERTIFICATION **On behalf of the contractor, I certify that this Report is complete and correct and all equipment and material used and work performed during this Reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above.**

QC REPRESENTATIVE'S SIGNATURE	DATE	SUPERINTENDENT'S INITIALS	DATE

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE (Read instructions on the reverse side prior to initiating this form)	DATE 06/06/2002	TRANSMITTAL NO. 02486-37.2

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the contractor)

TO: Grand Haven Area Office 307 South Harbor Street P. O. Box 629 Grand Haven, MI 49417	FROM: ABC Company, Inc 555 Imagination Park Road Fantasy, MI 49494	CONTRACT NO. DACW35-02-C-#### NA	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☒ THIS IS A RESUBMITTAL OF TRANSMITTAL 02486-37.1
SPECIFICATION SEC. NO. (Cover only one section with each transmittal) 02486	PROJECT TITLE AND LOCATION		CHECK ONE: THIS TRANSMITTAL IS FOR ☒ FIO ☐ GOV'T. APPROVAL

ITEM NO. a.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.) b.	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. (See instruction no. 8) c.	NO. OF COPIES d.	CONTRACT REFERENCE DOCUMENT SPEC. PARA. NO. e.	CONTRACT REFERENCE DOCUMENT DRAWING SHEET NO. f.	FOR CONTRACTOR USE CODE g.	VARIATION (See Instruction No. 6) h.	FOR CE USE CODE i.
12	Production Test Results	DATA	3	3.2.3.4				F

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in the strict conformance with the contract drawings and specifications except as otherwise stated.

NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (List by item No.)	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES

REPORTS CONTROL SYMBOL ENGCW-0-1)

THRU:	TO:	FROM:	REPORT NO

CHARACTER OF REPORT ☐ MAINTENANCE ☐ NEW WORK ☐ DAILY ☐ STATUS ☐ COMPLETION ☐ ANNUAL — DATE OR PERIOD

DREDGE

NAME AND TYPE	SIZE →	PIPELINE (in. dia. disch)	DIPPER OR BUCKET (cu yds cap)

HORSEPOWER OF →	DREDGE PUMP	SUCTION PIPE JET	CUTTER OR BUCKET	PROPULSION

NUMBER OF CREW MEMBERS →	DREDGE	SHORE	OTHER	TOTAL	WORK SCHEDULE →	SHIFTS PER DAY	DAYS PER WEEK

PROJECT AND BAR

NAME	AUTH DIMENSIONS →	WIDTH	DEPTH	OVERDEPTH

LOCATION (include station numbers)

CHARACTER OF MATERIAL

ABSOLUTE DENSITY (G.M.S/liter)	IN PLACE DENSITY (G.M.S/liter)	VOIDS RATIO

GRAIN SIZE D₁ MM D MM D₂ MM — GEOLOGICAL CLASSIFICATION

CONTRACT OR DREDGING ORDER NUMBER — ☐ CONTRACTOR ☐ HIRED LABOR — TOTAL NO OF DAYS ON WHICH WORK WAS DONE

CHANNEL CONDITION

AVERAGE DEPTH →	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING →	BEFORE DREDGING	AFTER DREDGING

RIVER STAGE

MINIMUM	TIME	MAXIMUM	TIME	GAGE LOCATION

WEATHER CONDITION (clear, cloudy, rain, snow, and fog) — VISIBILITY (miles) — WIND (instantaneous velocity & direction)

WORK PERFORMED

ITEM	UNIT	QUANTITY
AVERAGE WIDTH OF CUT	FEET	
TOTAL ADVANCE THIS PERIOD	FEET	
TOTAL ADV PREVIOUS TO THIS PERIOD	FEET	
TOTAL ADVANCE TO DATE	FEET	
FLOATING PIPE. SHORE PIPE		
TOTAL LENGTH OF DISCHARGE PIPE	FEET	
AVERAGE LIFT	FEET	
AVERAGE PUMP SPEED	R.P.M.	
AVG. DREDGED PER PUMP. HR. GROSS	CU.YDS	
SCOWS LOADED	NUMBER	
AVERAGE LOAD PER SCOW	CU.YDS.	

CUBIC YARDS REMOVED

AMOUNT DREDGED THIS PERIOD.
(1) GROSS (computed amount)
(2) CREDITED (pay place)

AMOUNT PREVIOUSLY REPORTED
(1) GROSS (computed amount)
CREDITED (pay place)

TOTAL AMOUNT DREDGED TO DATE
(1) GROSS (computed amount)
(2) CREDITED (pay place)

ATTENDANT PLANT

ITEM	NAME OR NUMBER	HOURS

NUMBER OF INSPECTIONS — BY DISTRICT PERSONNEL | BY DIV & OCE PERSONNEL

CONTRACT USE ONLY — HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? ☐ NO ☐ YES (if "YES", explain under remarks on back)

DISTRIBUTION OF TIME

EFFECTIVE WORKING TIME (chargeable to cost of work)	HOURS	MIN
PUMPING OR DREDGING		
PCT. OF EFFECTIVE RENTAL TIME %		
BOOSTER (on line) Hrs. Mins		
NON-EFFECTIVE WORKING TIME (chargeable to cost of work)		
HANDLING PIPE LINES		
HANDLING ANCHOR LINES		
CLEARING PUMP AND PIPE LINE		
CLEARING CUTTER OR SUCTION HEAD		
WAITING FOR SCOWS		
TO AND FROM WHARF OR ANCHORAGE		
CHANGING LOCATION OF PLANT ON JOB		
LOSS DUE TO OPPOSING NATURAL ELEMENTS		
LOSS DUE TO PASSING VESSELS		
SHORE LINE AND SHORE WORK		
WAITING FOR BOOSTER		
MINOR OPER. REPAIRS (explain in remarks)		
WAITING FOR ATTENDANT PLANT		
PREPARATION AND MAKING UP TOW		
TRANSFERRING PLANT BETWEEN WORKS		
LAY TIME OFF SHIFT AND SATURDAYS		
SUNDAYS AND HOLIDAYS		
FIRE DRILL		
MISCELLANEOUS (explain in remarks)		
TOTAL NON-EFFECTIVE WORKING TIME		
PCT OF NON-EFFECTIVE RENTAL TIME %		
TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)		
PCT OF TOTAL TIME IN PERIOD %		
LOST TIME (not chargeable to cost of work)		
MAJOR REPAIRS AND ALTERATIONS		
CESSATION		
COLLISIONS		
MISCELLANEOUS (explain in remarks)		
TOTAL LOST TIME		
PERCENTAGE OF TOTAL TIME %		
TOTAL TIME IN PERIOD		

ENG FORM 4267 JAN 70 — REPLACES ENG FORM 28 (Costs), 1 MAR 53, AND ENG FORM 29 (Costs) 1 JAN 62, WHICH ARE OBSOLETE (ER 1130-2-304) — (Signature and Remark required on reverse)

SUMMARY OF COSTS

ITEMS	COST
DIRECT PLANT OPERATING COSTS	
UNIFORM DAILY RATE BASIS *(To be completed when submitting Status and Completion reports.)*	
CHARGES: _____ DAYS AT $ _____ PER DAY *(Item 19, ENG Form 22 (Costs)— adjusted to exclude plant increment cost.)*	
►OR◄	
ACTUAL PLANT COSTS *(To be completed when submitting Annual report.)*	
PAYROLLS *(gross)*	$
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE	$
FUEL _____ BARRELS AT $ _____ PER BARREL	$
WATER	$
LUBRICANTS	$
PLANT OWNERSHIP COSTS *(as computed below)*	$
INSURANCE	$
ATTENDANT PLANT	$
MISCELLANEOUS	$
SUBTOTAL—UNIFORM DAILY RATE OR ACTUAL COSTS	$
SUBTOTAL—PLANT UNIT COST $ PER CUBIC YARD.	
SHORE WORK	
SUBTOTAL—SHORE WORK COSTS	$
SUBTOTAL—SHORE WORK UNIT COSTS $ PER CUBIC YARD.	
OTHER COSTS	
SURVEYS	$
INSPECTION AND SUPERVISION	$
OVERHEAD	$
OTHER INDIRECT COSTS	$
SUBTOTAL—OTHER COSTS	$
SUBTOTAL—OTHER UNIT COST $ PER CUBIC YARD.	
GRAND TOTAL—ALL COSTS	$
GRAND TOTAL—ALL UNIT COSTS $ PER CUBIC YARD.	

OPERATING SUPPLIES

COMMODITIES	CONSUMED		INVENTORY	
	UNIT	QUANTITY	QUANTITY	VALUE
FUEL *(oil)*	BBLS			
LUBRICANT *(oil)*	GAL			
LUBRICANT *(grease)*	LBS			
WATER	GAL			

SUBSISTENCE SUPPLIES	
MISCELLANEOUS SUPPLIES	
TOTAL	$

ANNUAL REPORT DATA

(complete when submitting Annual report)

COST PER RENTAL MINUTE *(Based on total operating cost)*	$ _____ per min.
TOTAL COST OF PLANT *(End of F.Y. reporting period)*	$
BOOK VALUE *(End of F.Y. reporting period)*	$
BALANCE IN PLANT ACCOUNT *(End of F.Y. reporting period)*	$
PLANT OWNERSHIP COSTS *(Actual for F.Y. reporting period):*	
DEPRECIATION	$
REPAIRS *(Adjusted)*	$
CESSATION OF WORK	$
SMALL TOOLS, ETC.	$
TOTAL	$

REMARKS

SUBMITTED BY *(Name, title, and signature)*	RECOMMENDED BY *(Name, title, and signature)*	APPROVED BY *(Name, title, and signature)*

☆U.S. G.P.O.-1980-620-649/512

SUBMITTAL REGISTER

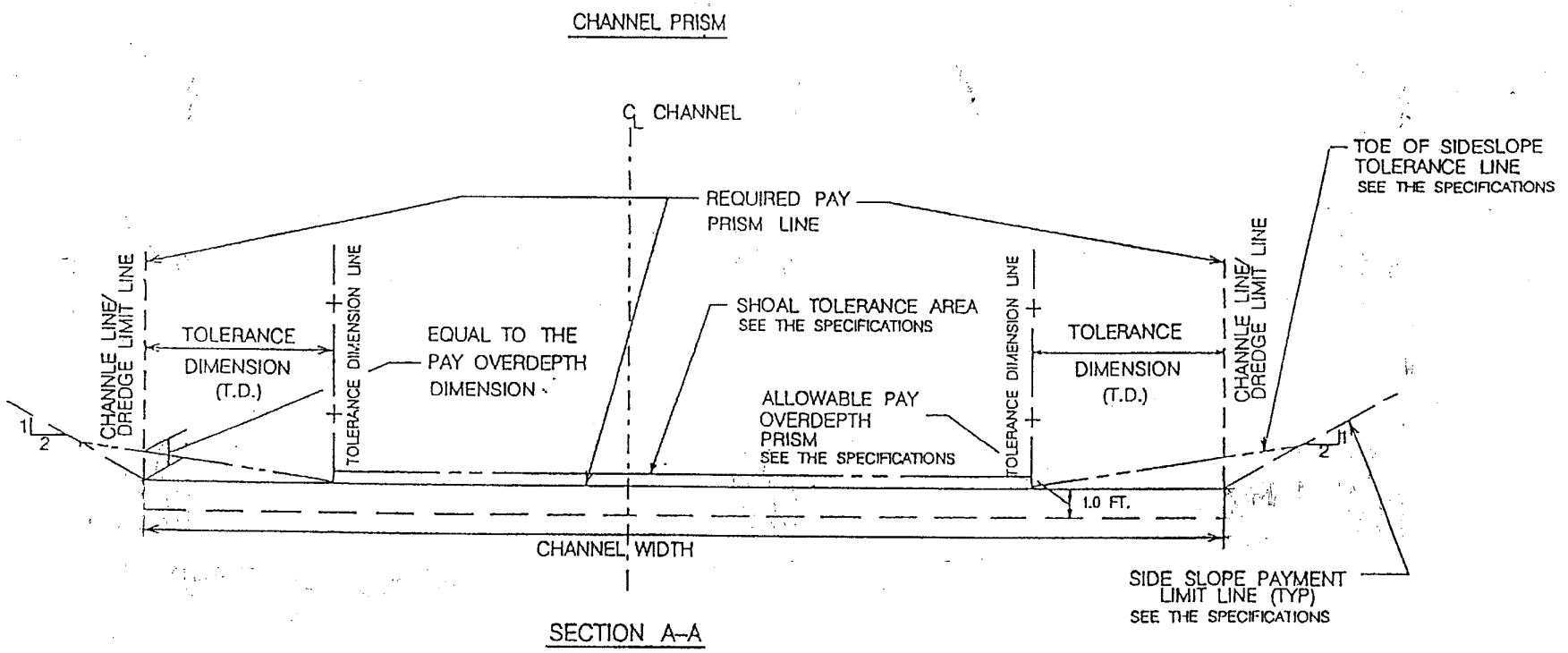
CONTRACT NO.

TITLE AND LOCATION
FY04 MAINTENANCE DREDGING, DETROIT RIVER, MI

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY						
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01100	SD-01 Preconstruction Submittals															
			Accident Prevention Plan		G	DAO												
			Payrolls and Basic Records															
			Progress Chart		G	DAO												
			Additional Property Agreements		G	RED												
		01130	SD-01 Preconstruction Submittals															
			Environmental Protection Plan		G	DAO												
		01451	SD-01 Preconstruction Submittals															
			Quality Control Plan	3.2	G	DAO												
		02482	SD-01 Preconstruction Submittals															
			Dredging, Conveyance and		G	DAO												
			Disposal Plan															
			Instantaneous Load Data															
			Contractor-furnished Disposal		G	DAO												
			Area(s)															

SEE THE SPECIFICATIONS – SUBPARAGRAPH "OVERDEPTH AND TOLERANCES" SECTION 02482 "DREDGING"



NOTE: THE EXISTING CHANNEL BOTTOM IS NOT SHOWN

See the Subparagraph "Overdepth and Tolerances" SECTION 02482 "DREDGING"

CHANNEL SHOAL TOLERANCE

Subparagraph

TRANSMITTAL OF SHOP DRWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE *(Read instructions on the reverse side prior to initiating this form)*	DATE	TRANSMITTAL NO.

SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO:	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL_____

SPECIFICATION SEC. NO *(Cover only one section with each transmittal)*	PROJECT TITLE AND LOCATION

ITEM NO. a.	DISCRIPTION OF ITEMS SUBMITTED *(Type size, model number/etc.)* b.	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* c.	NO. OF COPIES d.	CONTRACT REFERENCE DOCUMENT SPEC. PARA. NO. e.	 DRAWING SHEET NO. f.	FOR CONTRACTOR USE CODE g.	VARIATION *(see Instruction No. 6)* h.	FOR CE USE CODE i.

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated. _____ NAME AND SIGNATURE OF CONTRACTOR

SECTION II – APPROVAL ACTION

ENCLOSURES RETURNED (List by Item No.)	NAME, TITLE, AND SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for “Transmittal No.”. This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The “Item No.” will be the same “Item No.” as indicated on ENG FORM 4288 for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the “Variation” column when a submittal is not in accordance with the plans and specification -- also, a written statement to that effect shall be included in the space provided for “Remarks”.

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer’s Certificate of Compliance is transmitted, indicate “Sample” or “Certificate” in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted.

B -- Approved, except as noted on drawings.

C -- Approved, except as noted on drawings
Refer to attached sheet resubmission required.

D -- Will be returned by separate correspondence.

E -- Disapproved (see attached)

F -- Receipt acknowledged

FX -- Receipt acknowledged, does not comply as noted with contract requirements

G -- Other *(Specify)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

* U.S. Government Printing Office: 1991

NINTH DISTRICT LOCAL NOTICE TO MARINERS
GENERAL NOTICE ENTRY FORM

1. NAME OF COMPANY:_____

2. TYPE OF OPERATION:_____

3. LOCATION:_____

4. COMMENCE DATE: _____ COMPLETE DATE: _____

5. HOURS OF OPERATION:_____ TO:_____

6. DAYS OF OPERATION:_____ TO:_____

7. NAME OF CONTACT VESSEL:_____

8. VHF - FM CHANNELS MONITORED:_____

9. SPECIAL REQUIREMENTS/REMARKS:_____

_____

_____

10. FOR FURTHER INFORMATION CONTACT:_____

11. TELEPHONE #: _____

12. SIGNATURE:_____ DATE:_____

" NOTE "

TEMPORARY MOORING BUOYS ARE REQUIRED TO BE WHITE WITH A BLUE HORIZONTAL BAND AROUND THE CIRCUMFERENCE OF THE BUOY AND THE WATER LINE. FOR MORE DETAILS CONCERNING REGULATIONS OF MOORING BUOYS REFER TO 33 CODE OF FEDERAL REGULATION PART 66.10-45. A COLOR DEPICTION OF A MOORING BUOY CAN BE FOUND I THE LIGHT LIST VOL. VII GREAT LAKES 1989 (PLATE 4).

SURVEY CONTROL DATA

STATION NAME: M-200 SHEET: NUMBER:

PROJECT: Pointe Mouillee CHANNEL / REACH:

QUAD: NOAA CHART #:

CITY/TWP: COUNTY: STATE: SEC: TWP: RANGE

MARKER TYPE: SET BY: DATE SET:

HORIZONTAL

DATUM: NAD 83 LATITUDE: LONGITUDE:

X(E): 13,437,966.91 Y(N): 180,916.62 (US FOOT)

STATE: PROJECTION: ZONE: CODE:

VERTICAL

ELEVATION IN FEET: IGLD 55 IGLD 85

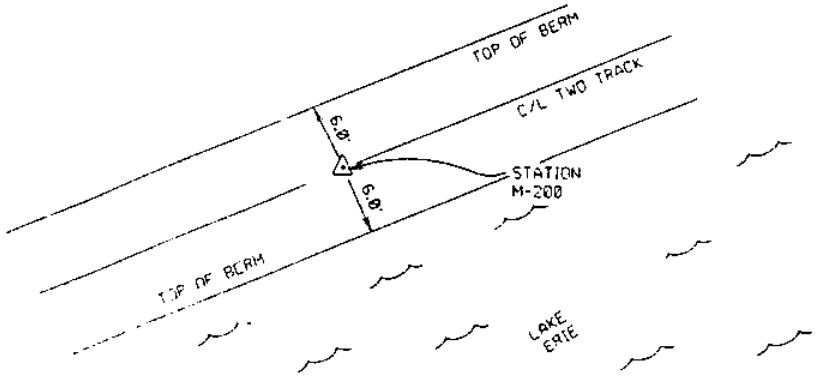
NGVD 29 NAVD 88 OTHER

PROPERTY OWNER: ACCESS NOTES:

DESCRIPTION

M-200 is located on the eastern perimeter dike. It is located 6.0 feet inside from the south edge of top of berm and 6.0 feet inside from the north edge of the top of dike.

SKETCH:



SURVEY CONTROL DATA

STATION NAME: M-201 SHEET: NUMBER:

PROJECT: Pointe Mouillee CHANNEL / REACH:

QUAD: NOAA CHART #:

CITY/TWP: COUNTY: STATE: SEC: TWP: RANGE

MARKER TYPE: SET BY: DATE SET:

HORIZONTAL

DATUM: NAD 83 LATITUDE: LONGITUDE:

X(E): 13,440,426.61 Y(N): 182,472.17 (US FOOT)

STATE: PROJECTION: ZONE: CODE:

VERTICAL

ELEVATION IN FEET: IGLD 55 IGLD 85

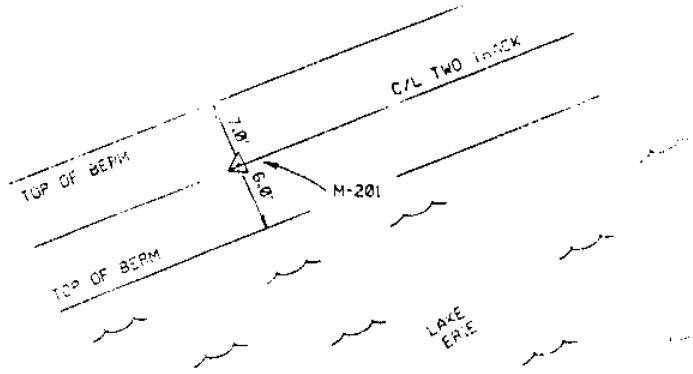
NGVD 29 NAVD 88 OTHER

PROPERTY OWNER: ACCESS NOTES:

DESCRIPTION

M-201 is located on the eastern perimeter dike, south of the access channel. It is 6.0 feet inside the south edge of top of berm and 7.0 feet inside the north edge of the top of berm.

SKETCH:



SURVEY CONTROL DATA

STATION NAME: M-202 SHEET: NUMBER:

PROJECT: Pointe Mouillee CHANNEL / REACH:

QUAD: NOAA CHART #:

CITY/TWP: COUNTY: STATE: SEC: TWP: RANGE

MARKER TYPE: SET BY: DATE SET:

HORIZONTAL

DATUM: NAD 83 LATITUDE: LONGITUDE:

X(E): 13,443,142.54 Y(N): 184,756.66 (US FOOT)

STATE: PROJECTION: ZONE: CODE:

VERTICAL

ELEVATION IN FEET: IGLD 55 IGLD 85

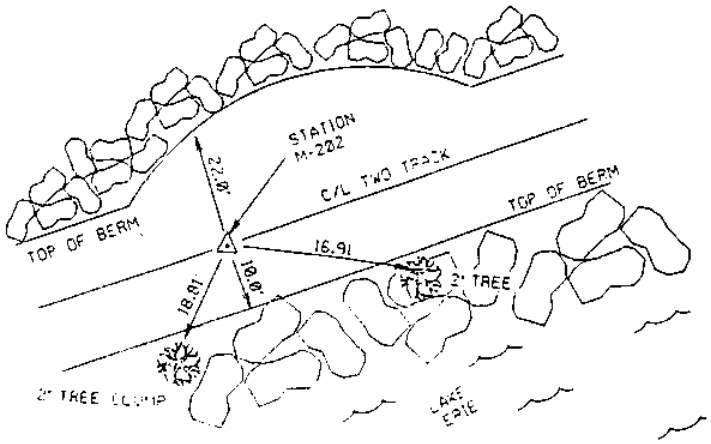
NGVD 29 NAVD 88 OTHER

PROPERTY OWNER: ACCESS NOTES:

DESCRIPTION

M-202 is located south of the access channel on the eastern perimeter dike. It is 10.00 feet inside the south edge of the top of berm, 22.00 feet inside the north edge of the top of berm. It is 18.81 feet north of and 2 foot tree clump, and 16.91 feet west of a 2 foot tree.

SKETCH:



SURVEY CONTROL DATA

STATION NAME: DENN SHEET: NUMBER:

PROJECT: Pointe Mouillee CHANNEL / REACH:

QUAD: NOAA CHART #:

CITY/TWP: COUNTY: STATE: SEC: TWP: RANGE

MARKER TYPE: SET BY: DATE SET:

HORIZONTAL

DATUM: NAD 83 LATITUDE: LONGITUDE:

X(E): 13,456,430.87 Y(N): 184,996.07 (US FOOT)

STATE: PROJECTION: ZONE: CODE:

VERTICAL

ELEVATION IN FEET: IGLD 55 IGLD 85

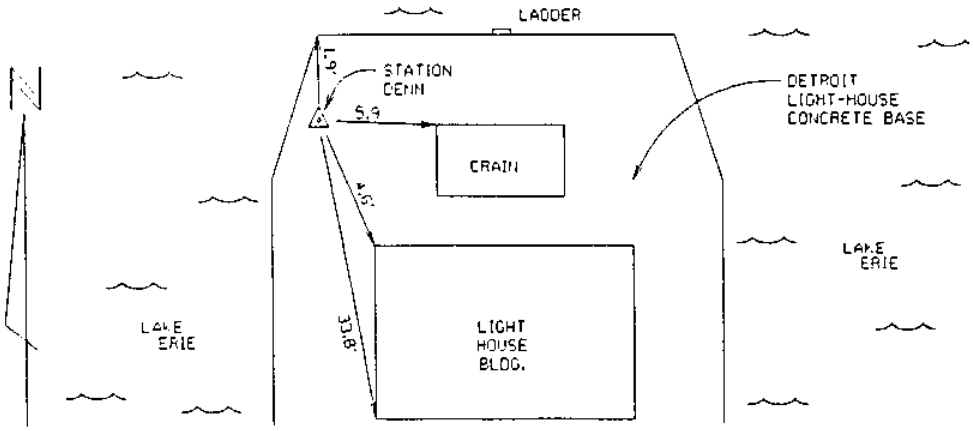
NGVD 29 NAVD 88 OTHER

PROPERTY OWNER: ACCESS NOTES:

DESCRIPTION

DENN is located at the East end of the access channel. It is located 1.9 feet south of the end wall, 5.9 feet west of the northwest corner of crain, 4.6 feet north of the northwest corner of lighthouse building and 33.8 feet from, the southwest corner of lighthouse building.

SKETCH:



SURVEY CONTROL DATA

STATION NAME: POINT SHEET: NUMBER:

PROJECT: Pointe Mouillee CHANNEL / REACH:

QUAD: NOAA CHART #:

CITY/TWP: COUNTY: STATE: SEC: TWP: RANGE

MARKER TYPE: SET BY: DATE SET:

HORIZONTAL

DATUM: NAD 83 LATITUDE: LONGITUDE:

X(E): 13,447,748.15 Y(N): 190,037.82 (US FOOT)

STATE: PROJECTION: ZONE: CODE:

VERTICAL

ELEVATION IN FEET: IGLD 55 IGLD 85

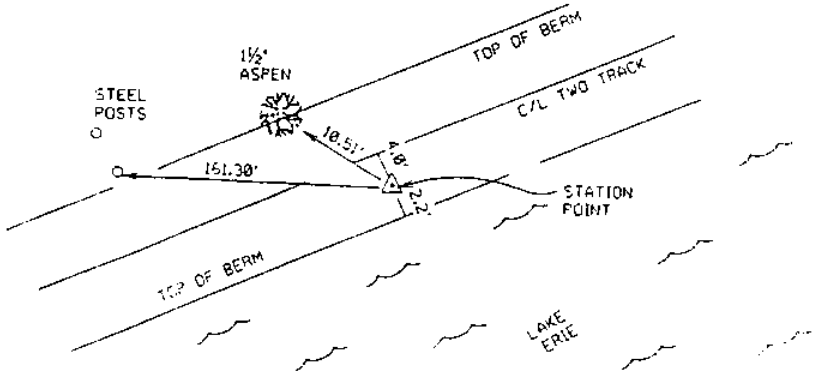
NGVD 29 NAVD 88 OTHER

PROPERTY OWNER: ACCESS NOTES:

DESCRIPTION

POINT is located north of the access channel. It is 2.2 feet inside the east edge of the top of berm, and 4.0 feet east of the center line two track. It is 161.30 feet east of a 1 ½ foot aspen, and 161.30 feet northeast of a steel post.

SKETCH:



SURVEY CONTROL DATA

STATION NAME: M- 20 SHEET: NUMBER:

PROJECT: Pointe Mouillee CHANNEL / REACH:

QUAD: NOAA CHART #:

CITY/TWP: COUNTY: STATE: SEC: TWP: RANGE

MARKER TYPE: Alum Disc. w/Magnet SET BY: Fred Champine DATE SET: MAR 1982

HORIZONTAL

DATUM: NAD 83 LATITUDE: LONGITUDE:

X(E): 13,446,060.40 Y(N): 187,955.99 (US FOOT)

STATE: PROJECTION: ZONE: CODE:

VERTICAL

ELEVATION IN FEET: IGLD 55 IGLD 85

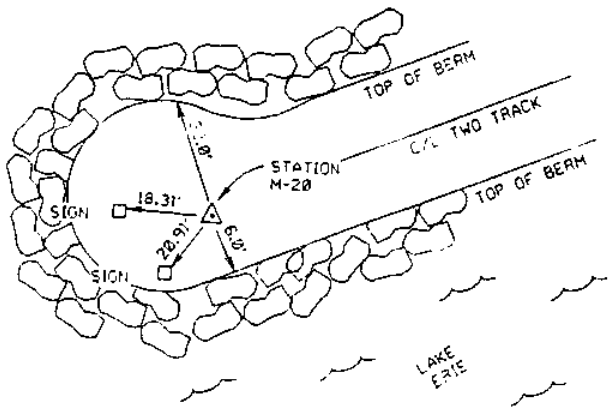
NGVD 29 NAVD 88 OTHER

PROPERTY OWNER: ACCESS NOTES:

DESCRIPTION

M-20 is located near the access channel opening in the east dike. It is near the southeasterly corner of the turnaround area just north of the access channel. It is set 3 inches below existing grade, 6 feet inside east edge of top of dike, 28 feet inside south edge of top of dike, and 32 feet inside west edge of top of dike.

SKETCH:



SURVEY CONTROL DATA

STATION NAME: 2-32 SHEET: _____ NUMBER: _____

PROJECT: Pointe Mouillee _____ CHANNEL / REACH: _____

QUAD: _____ NOAA CHART #: _____

CITY/TWP: _____ COUNTY: _____ STATE: ____ SEC: ____ TWP: _____ RANGE ____

MARKER TYPE: _____ SET BY: _____ DATE SET: _____

HORIZONTAL

DATUM: NAD 83 _____ LATITUDE: _____ LONGITUDE: _____

X(E): 13,448,075.10 _____ Y(N): 192,494.01 _____ (US FOOT)

STATE: _____ PROJECTION: _____ ZONE: _____ CODE: _____

VERTICAL

ELEVATION IN FEET: IGLD 55 _____ IGLD 85 _____

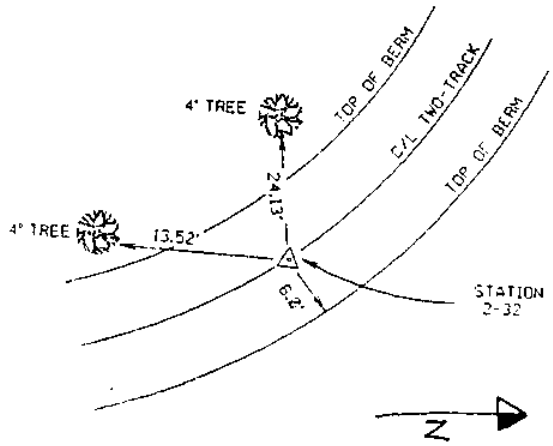
NGVD 29 _____ NAVD 88 _____ OTHER _____

PROPERTY OWNER: _____ ACCESS NOTES: _____

DESCRIPTION

2-32 is located 6.0 feet inside east edge of top of berm on the north side of the access channel. It is 3.52 feet north from 4 foot tree, and 24.13 feet east from another 4 foot tree.

SKETCH:



SURVEY CONTROL DATA

STATION NAME: 3-52 SHEET: _____ NUMBER: _____

PROJECT: Pointe Mouillee _____ CHANNEL / REACH: _____

QUAD: _____ NOAA CHART #: _____

CITY/TWP: _____ COUNTY: _____ STATE: ____ SEC: ____ TWP: _____ RANGE ____

MARKER TYPE: _____ SET BY: _____ DATE SET: _____

HORIZONTAL

DATUM: NAD 83 LATITUDE: _____ LONGITUDE: _____

X(E): 13,438,886.06 _____ Y(N): 181,436.51 _____ (US FOOT)

STATE: _____ PROJECTION: _____ ZONE: _____ CODE: _____

VERTICAL

ELEVATION IN FEET: IGLD 55 _____ IGLD 85 _____

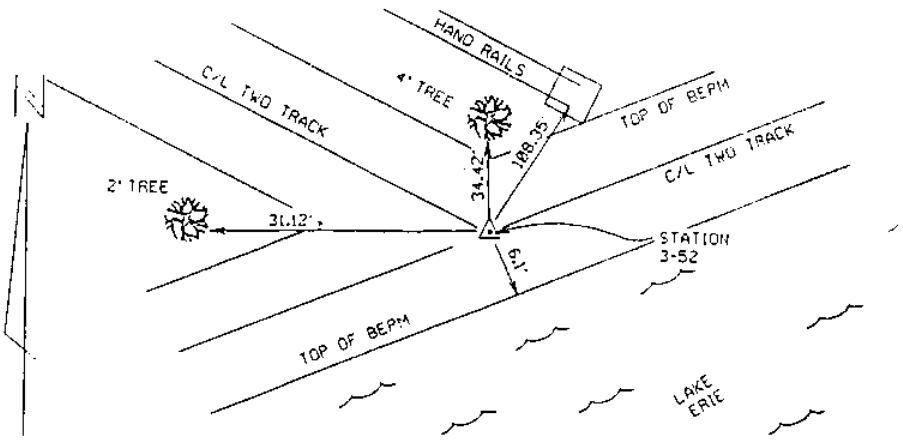
NGVD 29 _____ NAVD 88 _____ OTHER _____

PROPERTY OWNER: _____ ACCESS NOTES: _____

DESCRIPTION

3-52 is located on the eastern perimeter dike. It is 6.1 feet from the south edge of top of dike, 31.12 feet east of 2 foot tree, 34.42 feet south of 4 foot tree, and 108.35 feet southwest from hand rails.

SKETCH:



General Decision Number: IL030018 02/27/2004 IL18

Superseded General Decision Number: IL020018

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	06/13/2003
1	02/27/2004

* SUIL2003-001 01/01/2004

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND
MARINE CONSTRUCTION):

	Rates	Fringes
Dredging:		
Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats Rangeman, Tankerman, Sweepman and service Truck Driver	$ 22.51	7.61+a+b
Lead Deckhand	$ 29.68	7.61+a+b
Hydraulic Dredging		
LAUNCH OPERATOR -		

Vessel 800 Horse- Power
Or Less.....$ 25.15 7.61+a+b
TUG ENGINEER.....$ 26.49 7.61+a+b
TUG OPERATOR - Vessel
Over 800 Horse-Power.....$ 26.49 7.61+a+b
TUG WORKERS: Fireman,
Lineman, Oiler,
Deckhand, Tankerman.
Scowman, (on/or with
tugboats, launches, or
other self-propelled
boats).....$ 22.51 7.61+a+b

Mechanic
FLOATING EQUIPMENT:
Illinois
Class I.....$ 40.50 12.00+b&c
Class II.....$ 39.00 12.00+b&c
Class III.....$ 34.70 12.00+b&c
Class IV.....$ 28.85 12.00+b+c
FLOATING EQUIPMENT:
Indiana
Class I.....$ 35.75 11.95+b&c
Class II.....$ 34.25 11.95+b&c
Class III.....$ 30.45 11.95+b&c
Class IV.....$ 25.35 11.95+b&c
FLOATING EQUIPMENT:
Michigan
Class I.....$ 27.50 15.23+b&c
Class II.....$ 26.00 15.23+b&c
Class III.....$ 23.15 15.23+b&c
Class IV.....$ 19.25 15.23+b&c
FLOATING EQUIPMENT:
Minnesota
Class I.....$ 32.55 9.10+b&c
Class II.....$ 31.05 9.10+b&c
Class III.....$ 27.65 9.10+b&c
Class IV.....$ 23.00 9.10+b&c
FLOATING EQUIPMENT:
New York:(Cattaraugus,
Chautauga, Erie and
Orleans Counties)
Class I.....$ 35.00 15.96+b&c
Class II.....$ 33.50 15.96+b&c
Class III.....$ 29.80 15.96+b&c
Class IV.....$ 24.80 15.96+b&c
FLOATING EQUIPMENT:
New York:(Cayuga,
Jefferson, Oswego, and
St. Lawrence Counties)
Class I.....$ 29.50 13.10+b&c
Class II.....$ 28.00 13.10+b&c
Class III.....$ 24.92 13.10+b&c
Class IV.....$ 20.72 13.10+b&c
FLOATING EQUIPMENT:
New York:(Monroe and
Wayne Counties and the
City of Rochester)
Class I.....$ 27.50 9.00+b&c
Class II.....$ 26.00 9.00+b&c
Class III.....$ 23.15 9.00+b&c
Class IV.....$ 19.25 9.00+b&c
FLOATING EQUIPMENT:

New York:(Niagara)
Class I.....$ 32.08 14.50+b&c
Class II.....$ 30.58 14.50+b&c
Class III.....$ 30.84 14.50+b&c
Class IV.....$ 22.90 14.50+b&c
FLOATING EQUIPMENT:
Ohio:(Ashtabula,
Cuyahoga, Erie,Lake,
and Lorain Counties)
Class I.....$ 32.99 7.60+b&c
Class II.....$ 31.49 7.60+b&c
Class III.....$ 28.02 7.60+b&c
Class IV.....$ 23.30 7.60+b&c
FLOATING EQUIPMENT:
Ohio:(Lucas, Henry,
Ottawa, Wood and
Sandusky Counties)
Class I.....$ 31.27 7.60+b&c
Class II.....$ 29.77 7.60+b&c
Class III.....$ 26.50 7.60+b+c
Class IV.....$ 22.30 7.60+b&c
FLOATING EQUIPMENT:
Pennsylvania:(Erie
County):
Class I.....$ 24.80 10.23+b&c
Class II.....$ 23.30 10.23+b&c
Class III.....$ 20.74 10.23+b&c
Class IV.....$ 17.24 10.23+b&c
FLOATING EQUIPMENT:
Wisconsin:Includes all
marine/floating type
work on projects in the
Superior/Duluth Harbor,
Lake Superior.
Class I.....$ 32.00 12.90+b&c
Class II.....$ 30.50 12.90+b&c
Class III.....$ 27.15 12.90+b&c
Class IV.....$ 22.57 12.90+b&c

PAID HOLIDAYS (WHERE APPLICABLE):

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

FOOTNOTES:
a. $30.10 per day per employee for medical

b. Eight paid holidays: A thru H

c. Hazardous/Toxic Waste Material:

*Level A $2.50 per hour

*Level B 2.00 per hour

*Level C 1.00 per hour

*Level D 0.50 per hour
Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.

CLASSIFICATION DESCRIPTIONS

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

Class II - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver/tender

Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), ug/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) 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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

General Decision Number: MI030081 05/21/2004 MI81

Superseded General Decision Number: MI020081

State: Michigan

Construction Types: Building and Heavy

County: Wayne County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number	Publication Date
0	06/13/2003
1	03/26/2004
2	05/21/2004

ASBE0025-003 06/01/2003

	Rates	Fringes
Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	$ 27.52	14.59

FOOTNOTE: Work requiring a spray coating in the application: Five percent (5%) per hour additional.

BOIL0169-001 07/01/2003

	Rates	Fringes
Boilermaker	$ 28.853	25% + 5.10

BRMI0001-002 06/01/2002

	Rates	Fringes
Bricklayer	$ 30.53	9.43

FOOTNOTES:

Using acid material in laying bricks: $2.00 additional per hour.

Working on two point swing stage: $2.25 additional per hour.

Sandblasting: $2.00 additional per hour.

Laying carbon material: $2.00 additional per hour.

Gunite work: $2.00 additional per hour.

Hot work: $3.00 additional per hour.

BRMI0001-003 06/01/2002

	Rates	Fringes
Cement Masons:		
Cement mason	$ 28.48	8.49
Grinding and chipping hammers on walls and ceilings	$ 28.71	8.52
Swing stage 15' above or below grade	$ 28.82	8.54

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* BRMI0032-001 01/01/2004

	Rates	Fringes
Marble Finisher	$ 19.01	13.66
Marble Setter	$ 24.50	13.66
Terrazzo Finisher	$ 19.41	13.66
Terrazzo setter	$ 24.03	13.66
Tile Finisher	$ 19.03	13.66
Tile Setter	$ 23.93	13.66

FOOTNOTES:
Work on scaffolding over 15 ft.: $1.25 per hour additional.

Swing stage work: $1.50 per hour additional.

Terrazzo grinding: $0.50 per hour above the terrazzo finisher rate.

Terrazzo work grinding vertical work and stairs: $1.50 per hour above the terrazzo finisher rate.

CARP0687-004 06/01/2001

	Rates	Fringes
Carpenter, Drywall Hanger	$ 27.647	25.08% + 3.8
Diver	$ 35.779	25.08% + 3.6
Piledriver	$ 27.647	25.08% + 3.6

FOOTNOTES:
Piledrivers:
Loftsperson or sticker: $0.55 per hour additional.

Loftsperson or sticker on heights over 150 feet: $0.80 per hour additional.

Welder: $0.55 per hour additional.

CARP1045-007 06/01/2001

	Rates	Fringes
Soft Floor Layer	$ 23.38	10.29

CARP1045-016 06/01/2001

	Rates	Fringes
Lather	$ 24.907	36.08% + 3.8

CARP1102-003 06/01/2002

	Rates	Fringes
Millwright	$ 26.60	12.55

ELEC0017-007 06/02/2003

	Rates	Fringes
Line Construction:		
Cable splicer; Line technician when helio-arc welding	$ 34.42	21.50%+3.85
Combination driver/ground person	$ 23.04	21.50%+3.85
Combination line equipment operator and ground person	$ 23.04	21.50%+3.85
Ground person	$ 21.24	21.50%+3.85
Line technician	$ 33.05	21.50%+3.85
Technician		
ALL COMMERCIAL WORK EXCEPT LINE CONSTRUCTION:		
Commercial technician	$ 33.05	21.50%+3.85

ELEC0058-005 06/01/2003

	Rates	Fringes
Electricians:		
All other work	$ 34.83	3% + 10.98
Work on sound and communications/limited-energy systems (including inter-communication public address, paging, music, security systems, nurse call systems, telecommunications (voice and data), fiber opticcabling systems, sound systems, broadband systems, computer network		

systems, CCTV systems,
fire
detection/signaling
systems, and
temperature control
systems).....$ 25.97 3% + 4.77

FOOTNOTES:

All other work:
Work on a suspended swinging scaffold, bosun chair or swinging crane inside or outside of buildings at elevations in excess of 60 ft. above the surface immediately below (does not include work performed from catwalks with guardrails on swinging cranes): 15% per hour additional.

Work on stacks, radio, television and water towers at elevations in excess of 60 ft. above the surface immediately below (does not include work performed from catwalks with guardrails on swinging cranes): 15% per hour additional.

Work under compressed air in tunnels or shafts below the ground level: 15% per hour additional.

Additionally, work requiring the use of gas masks (does not apply to the use of dust respirators): 15% additional.

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* ELEV0036-003 01/01/2004

	Rates	Fringes
Elevator Mechanic	$ 33.735	10.765

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service.

Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0324-008 10/01/2003

	Rates	Fringes
Power equipment operators - sewer relining:		
GROUP 1	$ 24.87	8.90
GROUP 2	$ 23.48	8.90

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

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* ENGI0324-011 06/01/2003

	Rates	Fringes
Power equipment operators - steel erection:		
GROUP 1	$ 37.59	12.30
GROUP 2	$ 38.59	12.30
GROUP 3	$ 36.09	12.30
GROUP 4	$ 37.09	12.30
GROUP 5	$ 34.59	12.30
GROUP 6	$ 35.59	12.30
GROUP 7	$ 34.32	12.30
GROUP 8	$ 35.32	12.30
GROUP 9	$ 33.87	12.30
GROUP 10	$ 34.87	12.30
GROUP 11	$ 33.14	12.30
GROUP 12	$ 34.14	12.30
GROUP 13	$ 32.78	12.30
GROUP 14	$ 33.78	12.30
GROUP 15	$ 32.14	12.30
GROUP 16	$ 25.33	12.30
GROUP 17	$ 23.92	12.30

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator and job mechanic

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

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* ENGI0324-019 09/01/2003

	Rates	Fringes
Power equipment operators - underground construction (includes sewer):		
GROUP 1	$ 25.67	12.35
GROUP 2	$ 21.53	12.35
GROUP 3	$ 21.03	12.35
GROUP 4	$ 20.75	12.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more-6-in. discharge or larger-gas or diesel-powered or powered by generator of 300 amperes or more-inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Sweeper (Wayne type and similar equipment); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller)

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-l/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered-excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger-gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than

asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator

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* ENGI0324-020 06/01/2003

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 37.59	5.84
GROUP 2	$ 36.09	5.84
GROUP 3	$ 34.59	5.84
GROUP 4	$ 34.32	5.84
GROUP 5	$ 33.14	5.84
GROUP 6	$ 33.87	5.84
GROUP 7	$ 32.78	5.84
GROUP 8	$ 32.14	5.84
GROUP 9	$ 25.33	5.84
GROUP 10	$ 23.92	5.84

FOOTNOTES:
Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, $.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, $.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, job mechanic, and concrete pump with boom operator

GROUP 7: Regular engineer

GROUP 8: Engineer when operating forklift, lull, extend-a-boom forklift

GROUP 9: Engineer when operating compressor or welding machine

GROUP 10: Fire tender or oiler

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* ENGI0325-003 10/01/2003

	Rates	Fringes
Power equipment operators - hazardous waste removal:		
LEVEL A:		
Crane operator,		

mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....$ 30.90 12.25
Engineer when operating crane with boom and jib or leads 140' or longer.....$ 32.58 12.25
Engineer when operating crane with boom and jib or leads 220' or longer.....$ 32.88 12.25
GROUP 1.....$ 29.93 12.25
GROUP 2.....$ 25.95 12.25

LEVEL B AND C:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....$ 29.95 12.25
Engineer when operating crane with boom and jib or leads 140' or longer.....$ 31.63 12.25
Engineer when operating crane with boom and jib or leads 220' or longer.....$ 31.93 12.25
GROUP 1.....$ 28.98 12.25
GROUP 2.....$ 25.00 12.25

LEVEL D WHEN CAPPING LANDFILL:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....$ 27.78 12.25
Engineer when operating crane with boom and jib or leads 140' or longer.....$ 30.08 12.25
Engineer when operating crane with boom and jib or leads 220' or longer.....$ 30.38 12.25
GROUP 1.....$ 27.43 12.25
GROUP 2.....$ 23.45 12.25

LEVEL D:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....$ 28.65 12.25
Engineer when operating crane with boom and jib or leads 220' or longer.....$ 30.63 12.25
Engineer when OperatingCrane with

Boom and Jib or Leads		
140' or Longer	$ 30.33	12.25
GROUP 1	$ 27.68	12.25
GROUP 2	$ 23.70	12.25

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

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* ENGI0325-016 05/01/2004

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1	$ 21.22	15.28
GROUP 2	$ 21.10	15.27
GROUP 3	$ 20.12	15.12
GROUP 4	$ 19.63	15.04

SCOPE OF WORK:
The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher, endloader (2 yd. capacity or greater)

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader)

GROUP 3: Tamper (self-propelled), boom truck (with

non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day)

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person

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* IRON0025-015 04/01/2003

	Rates	Fringes
Ironworker - pre-engineered metal building erector	$ 20.89	14.51

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* IRON0025-023 06/01/2003

	Rates	Fringes
Ironworkers:		
Machinery mover, rigger and machinery erector	$ 24.09	16.95

IRON0026-013 06/01/2001

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 23.50	15.51
Wire mesh	$ 19.87	14.24

IRON0026-018 06/01/2001

	Rates	Fringes
Ironworkers:		
Fence erector	$ 18.37	12.88
Ornamental, structural, precast erector	$ 25.09	17.48

LABO0005-018 10/01/2001

	Rates	Fringes
Laborers - hazardous waste abatement:		
Work performed inside the building and up to and including 5 ft. outside the building:		
Level A, B or C	$ 23.05	8.16
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also,		
Level D	$ 22.05	8.16
Work performed over 5 ft. outside the		

building:
Level A, B or C.....$ 21.60 7.26
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also,
Level D.....$ 20.60 7.26

LABO0259-006 09/01/2003

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
GROUP 1	$ 20.75	8.67
GROUP 2	$ 20.86	8.67
GROUP 3	$ 20.96	8.67
GROUP 4	$ 21.10	8.67
GROUP 5	$ 21.35	8.67
GROUP 6	$ 21.68	8.67
GROUP 7	$ 14.96	8.67

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental there to, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting,

cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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* LABO0260-005 08/01/2003

	Rates	Fringes
Asbestos Laborer Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (work outside of buildings only) (includes lead paint abatement clean-up)	$ 19.53	5.65

LABO0334-004 09/01/2003

	Rates	Fringes
Laborers - open cut:		
GROUP 1	$ 20.60	8.67
GROUP 2	$ 20.71	8.67
GROUP 3	$ 20.76	8.67
GROUP 4	$ 20.84	8.67
GROUP 5	$ 20.90	8.67
GROUP 6	$ 18.35	8.67
GROUP 7	$ 14.97	8.67

SCOPE OF WORK:
Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back

filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-006 07/01/2003

	Rates	Fringes
Landscape Laborer		
GROUP 1	$ 16.41	4.05
GROUP 2	$ 12.19	4.05

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Landscape laborer: small power tool operator, material mover and truck driver

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LABO0334-009 06/01/2003

	Rates	Fringes
Laborers:		
GROUP 1	$ 23.25	9.41
GROUP 4	$ 23.75	9.41
GROUP 5	$ 24.50	9.41
GROUP 6	$ 17.80	9.41

LABORER CLASSIFICATIONS:

GROUP 1: Construction laborer, mason tender, carpenter tender, drywall handler, Concrete laborer, concrete chute and concrete bucket handler, and cement finisher tender

GROUP 2: Signal man (on sewer and caisson work), air, electric or gasoline tool operator (including concrete vibrator operator, acetylene torch and air hammer operator); scaffold builder, caisson worker

GROUP 3: Lansing burner, blaster and powder man; air, electric or gasoline tool operator (blast furnace work or battery work)

GROUP 4: Furnace battery heater tenders, burning bar and oxy-acetylene gun

GROUP 5: Expediter man, top and/or bottom man (Blast furnace work or battery work)

GROUP 6: Cleaner/sweeper laborer

PAIN0022-003 06/01/2003

	Rates	Fringes
Drywall Finisher (Does not include Level 5 work (covering the whole board))	$ 23.69	10.97
Painter	$ 23.45	10.97

FOOTNOTES:

Drywall finisher:
Work spraying texture: $0.50 per hour additional.

Painter:
For all spray work and journeyman rigging for spray work, also blowing off, $0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment.

For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, $0.80 per hour additional.

For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, $0.50 per hour additional.

For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, $0.50 per hour additional.

For all swing stage work - window jacks and window belts - exterior and interior, $0.50 per hour additional.

For all spray work and sandblaster work to a scaffold height

of forty (40) feet above the floor level, $0.80 per hour additional.

For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, $0.50 per hour additional.

For all steeplejack work performed where the elevation is forty (40) feet or more, $1.25 per hour additional.

PAIN0357-005 06/01/2002

	Rates	Fringes
Glazier	$ 25.50	9.65

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0067-003 06/01/2001

	Rates	Fringes
Plasterer	$ 27.54	8.03

PLUM0098-006 06/01/2000

	Rates	Fringes
Plumber		
All other work	$ 26.83	10.88
Plumbing work installed in the following structures only: strip stores, existing supermarkets (tenant improvement), restaurants (except those associated with building structures using the "large rate"), convenience stores, industrial park buildings (permitted plumbing), 1-story retail or office buildings up to 25,000 sq. ft., tenant work up to 25,000 sq. ft. per tenant, and medical or dental suites not owned or leased by a major hospital corporation	$ 22.20	8.85

PLUM0190-005 05/01/2003

	Rates	Fringes
Gas Distribution Pipeline		
All other work	$ 18.26	7.12
Welding in conjunction with gas distribution pipeline work	$ 26.35	10.16

PLUM0636-005 10/01/2003

	Rates	Fringes
Pipefitter	$ 30.33	15.13

ROOF0149-001 06/01/2001

	Rates	Fringes
Roofers:		
Roofer	$ 24.46	12.65
Slater	$ 25.61	12.65

SFMI0704-001 01/01/2004

	Rates	Fringes
Sprinkler Fitter, Fire (Fire)	$ 34.58	13.04

SHEE0080-004 06/01/2002

	Rates	Fringes
Sheet metal worker		
All other work	$ 28.34	17.00
Siding and decking	$ 21.33	8.77
Work on multiple family housing units over four stories where each individual family apartment is individually conditioned by a separate and independent unit or system; Also, work involving the installation only of individual jobs consisting of 10 tons of air conditioning and/or 200,000 B.T.U.'s of heating at any one job site, and the architectural sheet metal work on such projects)	$ 16.79	6.27

TEAM0247-001 06/01/2003

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 26.02	a
GROUP 2	$ 26.18	a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:
a. $152.25 per week, plus $25.60 per day, plus the following vacation pay:
Drivers who have been in the employ of their company for 3 years or less: $0.60 per hour.
Drivers who have been in the employ of their company for 4 through 10 years: $1.00 per hour.
Drivers who have been in the employ of their company for 11 through 15 years: $1.45 per hour.
Drivers who have been in the employ of their company for 16 years and longer: $1.85 per hour.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks except semi trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom and special load permit vehicles

GROUP 2: Truck driver on semi trucks or tractor trailers except pole trailer driver, lowboy driver, straddle carriers, double bottom and special load permit vehicles

GROUP 3: Pole trailer driver, lowboy driver, straddle carriers, double bottom driver and special permit driver, fuel truck driver, bus driver and water truck driver

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TEAM0247-011 04/01/2003

	Rates	Fringes
Truck drivers - underground construction:		
GROUP 1	$ 20.57	132.70/wk.+3
GROUP 2	$ 20.71	132.70/wk.+3
GROUP 3	$ 20.90	132.70/wk.+3

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

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including, but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

General Decision Number: MI030083 05/21/2004 MI83

Superseded General Decision Number: MI020083

State: Michigan

Construction Types: Building and Heavy

County: Monroe County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number	Publication Date
0	06/13/2003
1	03/26/2004
2	05/21/2004

ASBE0045-003 07/01/2003

	Rates	Fringes
Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	$ 25.34	11.87

BOIL0085-003 07/15/1999

	Rates	Fringes
Boilermaker	$ 23.00	10.11

BRMI0001-002 06/01/2002

	Rates	Fringes
Bricklayer	$ 30.53	9.43

FOOTNOTES:

Using acid material in laying bricks: $2.00 additional per hour.

Working on two point swing stage: $2.25 additional per hour.

Sandblasting: $2.00 additional per hour.

Laying carbon material: $2.00 additional per hour.

Gunite work: $2.00 additional per hour.

Hot work: $3.00 additional per hour.

BRMI0009-010 07/01/2003

	Rates	Fringes
Marble, terrazzo and tile setter	$ 22.37	10.97
Tile Finisher	$ 20.37	10.97

FOOTNOTE:
Sand blasting, an additional 25 cents per hour.

Two point swing stage, an additional 50 cents per hour.

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* BRMI0032-001 01/01/2004

	Rates	Fringes
Marble Finisher	$ 19.01	13.66
Marble Setter	$ 24.50	13.66
Terrazzo Finisher	$ 19.41	13.66
Terrazzo setter	$ 24.03	13.66
Tile Finisher	$ 19.03	13.66
Tile Setter	$ 23.93	13.66

FOOTNOTES:
Work on scaffolding over 15 ft.: $1.25 per hour additional.

Swing stage work: $1.50 per hour additional.

Terrazzo grinding: $0.50 per hour above the terrazzo finisher rate.

Terrazzo work grinding vertical work and stairs: $1.50 per hour above the terrazzo finisher rate.

CARP0687-004 06/01/2001

	Rates	Fringes
Carpenter, Drywall Hanger	$ 27.647	25.08% + 3.8
Diver	$ 35.779	25.08% + 3.6
Piledriver	$ 27.647	25.08% + 3.6

FOOTNOTES:
Piledrivers:
Loftsperson or sticker: $0.55 per hour additional.

Loftsperson or sticker on heights over 150 feet: $0.80 per hour additional.

Welder: $0.55 per hour additional.

CARP1045-007 06/01/2001

	Rates	Fringes
Soft Floor Layer	$ 23.38	10.29

CARP1045-016 06/01/2001

	Rates	Fringes
Lather	$ 24.907	36.08% + 3.8

CARP1102-003 06/01/2002

	Rates	Fringes
Millwright	$ 26.60	12.55

ELEC0008-004 06/01/2001

	Rates	Fringes
Electrician	$ 28.98	4.5% + 8.00

FOOTNOTES:
When a worker is required to make up cables, pot heads, or splices on lead cable only: 5% per hour additional.

Work where respiratory conditions exist and protective equipment is used: 5% per hour additional.

Work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75 ft. above the ground; also similar structures 30 ft. above the roofs of buildings on which the work is being performed; also work in caissons and tunnels more than 30 ft. in depth and in tunnels under air pressure: 5% per hour additional.

Work performed 40 ft. above any floor or pit floor (except work performed in a "bucket truck" or from a properly erected State approved scaffold) or any height above any hazardous location, such as acid pits, mechinery, etc.: 5% per hour additional.

Work welding or torch cutting any metal or rod that gives off toxic fumes for a period of one hour or more (short periods of time to be accumulative in the course of the day): 5% per hour additional.

Compounding of special skills and/or hazardous pay shall not exceed a total of 10%.

ELEC0017-008 06/02/2003

TOWNSHIPS OF ASH, BERLIN, DUNDEE, EXETER, FRENCHTOWN, IDA, LONDON, MILAN, MONROE, RAISINVILLE AND SUMMERFIELD:

	Rates	Fringes
Line Construction:		
Cable splicer; Line technician when		

helio-arc welding.....$ 34.42 21.50%+3.85
Combination
driver/ground person.....$ 23.04 21.50%+3.85
Combination line
equipment operator
and ground person.....$ 24.41 21.50%+3.85
Ground person.....$ 21.24 21.50%+3.85
Line technician.....$ 33.05 21.50%+3.85

Technician
ALL COMMERCIAL WORK
EXCEPT LINE
CONSTRUCTION:
Commercial technician.....$ 33.05 21.50%+3.85

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* ELEC0876-008 06/01/2003

REMAINDER OF COUNTY:

	Rates	Fringes
Line Construction:		
Cable splicer	$ 28.13	2.45+22%
Ground person	$ 13.86	2.45+22%
Light equipment operator/ground person/truck driver/ground person (winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under)	$ 17.79	2.45+22%
Line technician	$ 27.00	2.45+22%
Operator/ground person (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over)	$ 20.31	2.45+22%
Truck driver/ground person (trucks with winch or boom or dump, other than distribution work)	$ 16.93	2.45+22%

FOOTNOTE: Operators of 5/8 yd. rated capacity backhoe or over, and operator of 25 ton, rated capacity, crane or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

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* ELEV0044-005 01/01/2004

	Rates	Fringes
Elevator Mechanic	$ 32.045	10.765

FOOTNOTE: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service.

Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0324-008 10/01/2003

	Rates	Fringes
Power equipment operators - sewer relining:		
GROUP 1	$ 24.87	8.90
GROUP 2	$ 23.48	8.90

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

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* ENGI0324-011 06/01/2003

	Rates	Fringes
Power equipment operators - steel erection:		
GROUP 1	$ 37.59	12.30
GROUP 2	$ 38.59	12.30
GROUP 3	$ 36.09	12.30
GROUP 4	$ 37.09	12.30
GROUP 5	$ 34.59	12.30
GROUP 6	$ 35.59	12.30
GROUP 7	$ 34.32	12.30
GROUP 8	$ 35.32	12.30
GROUP 9	$ 33.87	12.30
GROUP 10	$ 34.87	12.30
GROUP 11	$ 33.14	12.30
GROUP 12	$ 34.14	12.30
GROUP 13	$ 32.78	12.30
GROUP 14	$ 33.78	12.30
GROUP 15	$ 32.14	12.30
GROUP 16	$ 25.33	12.30
GROUP 17	$ 23.92	12.30

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib

400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator and job mechanic

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

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* ENGI0324-019 09/01/2003

	Rates	Fringes
Power equipment operators - underground construction (includes sewer):		
GROUP 1	$ 25.67	12.35
GROUP 2	$ 21.53	12.35
GROUP 3	$ 21.03	12.35
GROUP 4	$ 20.75	12.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or

pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more-6-in. discharge or larger-gas or diesel-powered or powered by generator of 300 amperes or more-inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Sweeper (Wayne type and similar equipment); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller)

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-l/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered-excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger-gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator

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* ENGI0324-020 06/01/2003

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 37.59	5.84
GROUP 2	$ 36.09	5.84
GROUP 3	$ 34.59	5.84
GROUP 4	$ 34.32	5.84
GROUP 5	$ 33.14	5.84
GROUP 6	$ 33.87	5.84
GROUP 7	$ 32.78	5.84
GROUP 8	$ 32.14	5.84
GROUP 9	$ 25.33	5.84
GROUP 10	$ 23.92	5.84

FOOTNOTES:
Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, $.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, $.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, job mechanic, and concrete pump with boom operator

GROUP 7: Regular engineer

GROUP 8: Engineer when operating forklift, lull, extend-a-boom forklift

GROUP 9: Engineer when operating compressor or welding machine

GROUP 10: Fire tender or oiler

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* ENGI0325-003 10/01/2003

	Rates	Fringes
Power equipment operators - hazardous waste removal:		
LEVEL A:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator	$ 30.90	12.25
Engineer when operating crane with boom and jib or leads 140' or longer	$ 32.58	12.25
Engineer when operating crane with boom and jib or leads 220' or longer	$ 32.88	12.25
GROUP 1	$ 29.93	12.25
GROUP 2	$ 25.95	12.25
LEVEL B AND C:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator	$ 29.95	12.25
Engineer when operating crane with boom and jib or leads 140' or longer	$ 31.63	12.25
Engineer when operating crane with boom and jib or leads 220' or longer	$ 31.93	12.25

GROUP 1.....$ 28.98 12.25
GROUP 2.....$ 25.00 12.25
LEVEL D WHEN CAPPING
LANDFILL:
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....$ 27.78 12.25
Engineer when operating crane with boom and jib or leads 140' or longer.....$ 30.08 12.25
Engineer when operating crane with boom and jib or leads 220' or longer.....$ 30.38 12.25
GROUP 1.....$ 27.43 12.25
GROUP 2.....$ 23.45 12.25
LEVEL D:
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....$ 28.65 12.25
Engineer when operating crane with boom and jib or leads 220' or longer.....$ 30.63 12.25
Engineer when OperatingCrane with Boom and Jib or Leads 140' or Longer.....$ 30.33 12.25
GROUP 1.....$ 27.68 12.25
GROUP 2.....$ 23.70 12.25

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

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* ENGI0325-016 05/01/2004

	Rates	Fringes

Power equipment operators -
gas distribution and duct
installation work:
GROUP 1.....$ 21.22 15.28
GROUP 2.....$ 21.10 15.27
GROUP 3.....$ 20.12 15.12
GROUP 4.....$ 19.63 15.04

SCOPE OF WORK:
The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher, endloader (2 yd. capacity or greater)

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader)

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day)

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person

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IRON0055-004 07/01/2002

	Rates	Fringes
Ironworkers:		
All other work	$ 24.15	12.41
Fences & guardrails	$ 18.43	12.02
Pre-engineered metal buildings; flat road mesh	$ 19.43	12.41

FOOTNOTES:
Work in tunnels and caissons under pressure: $.50 per hour additional.

Work on furnaces, kilns or similar type units with a temperature of 125 degrees F. or over: $1.00 per hour additional.

LABO0005-015 10/01/2001

	Rates	Fringes
Laborers - hazardous waste		

abatement:
Work performed inside the building and up to and including 5 ft. outside the building:
Level A, B or C.....$ 23.85 7.10
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also,
Level D.....$ 22.85 7.10
Work performed over 5 ft. outside the building:
Level A, B or C.....$ 21.30 5.26
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also,
Level D.....$ 20.30 5.26

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* LABO0259-002 08/01/2003

	Rates	Fringes
Asbestos Laborer Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....	$ 19.53	5.65

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* LABO0259-007 09/01/2003

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
GROUP 1.....	$ 20.62	6.35
GROUP 2.....	$ 20.73	6.35
GROUP 3.....	$ 20.85	6.35
GROUP 4.....	$ 20.92	6.35
GROUP 5.....	$ 21.07	6.35

GROUP 6.....$ 18.37 6.35
GROUP 7.....$ 15.01 6.35

SCOPE OF WORK:
Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump person, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-003 09/01/2003

	Rates	Fringes
Laborers - open cut:		
GROUP 1	$ 20.62	6.35
GROUP 2	$ 20.73	6.35
GROUP 3	$ 20.85	6.35
GROUP 4	$ 20.92	6.35
GROUP 5	$ 21.07	6.35
GROUP 6	$ 18.37	6.35
GROUP 7	$ 15.01	6.35

SCOPE OF WORK:
Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and

preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-006 07/01/2003

	Rates	Fringes
Landscape Laborer		
GROUP 1	$ 16.41	4.05
GROUP 2	$ 12.19	4.05

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Landscape laborer: small power tool operator, material mover and truck driver

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LABO0465-002 06/01/2003

	Rates	Fringes
Laborers:		
GROUP 1	$ 24.31	8.09
GROUP 2	$ 24.51	8.09
GROUP 3	$ 24.81	8.09
GROUP 4	$ 18.65	8.09

FOOTNOTES:
Work on steeples, towers, silos, stacks and spires, starting at the ground level: $0.50 per hour additional.

Scuba-diving: One hundred dollars ($100.00) per day plus twenty dollars ($20.00) for maintenance of individual's personal diving equipment.

Dynamite and blasters: $1.00 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: Laborer, concrete chute and bucket handler

GROUP 2: Mortar mixer, including concrete and mortar 1-2 cu. yd. or smaller machine, or by hand in a mortar box; mason tender, plaster tender, portablemixer operator, air, diesel, electric, gasoline tool operator (including concrete vibrator operator and acetylene torch), caisson worker, signal person on concrete pours only

GROUP 3: Hazardous work: employees required to wear acid resistant clothing, heat resistant clothing or radiation protective clothing

GROUP 4: Cleaner, sweeper

FOOTNOTES:
On steeples, towers, silos, stacks and spires, the base wage for work performed shall be fifty cents ($0.50) over the construction laborer rate, or applicable rate. The fifty cents per hour differential shall start at the ground level.

Scuba-diving: One hundred dollars ($100.00) per day plus twenty dollars ($20.00) for maintenance of individuals personal diving equipment.

Dynamite and blasters: One dollar ($1.00) per hour over construction laborer rate.

PAIN0022-003 06/01/2003

	Rates	Fringes
Drywall Finisher (Does not include Level 5 work (covering the whole board))	$ 23.69	10.97

Painter.....$ 23.45 10.97

FOOTNOTES:

Drywall finisher:
Work spraying texture: $0.50 per hour additional.

Painter:
For all spray work and journeyman rigging for spray work, also blowing off, $0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment.

For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, $0.80 per hour additional.

For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, $0.50 per hour additional.

For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, $0.50 per hour additional.

For all swing stage work - window jacks and window belts - exterior and interior, $0.50 per hour additional.

For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, $0.80 per hour additional.

For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, $0.50 per hour additional.

For all steeplejack work performed where the elevation is forty (40) feet or more, $1.25 per hour additional.

PAIN0357-005 06/01/2002

	Rates	Fringes
Glazier	$ 25.50	9.65

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0886-006 07/01/2001

	Rates	Fringes
Cement Mason	$ 23.53	9.27

FOOTNOTES:
Work on all swing stages, underground and tunnel work, on all

types of grinders used on concrete construction: $0.35 per hour additional.

Continuous pour (work on all field construction by jump or slip method of hollow concrete columns such as chimneys, silos and bins, and multiple-celled silos as used in cement and grain storage): $2.00 per hour additional.

PLAS0886-007 07/01/2001

	Rates	Fringes
Drywall taper		
Level 5 work only-covers the whole board)	$ 21.90	8.22
Plasterer	$ 23.26	8.22

FOOTNOTES:
Work on swing stage: $0.25 per hour additional.

Nozzle operator or operator of the plastering Browning gun: $0.75 per hour additional.

PLUM0190-006 05/01/2003

	Rates	Fringes
Gas Distribution Pipeline		
All other work	$ 17.11	7.12
Welding in conjunction with gas distribution pipeline work	$ 26.25	10.16

PLUM0671-001 07/01/2003

	Rates	Fringes
Plumbers and Pipefitters	$ 27.86	11.97

FOOTNOTES:
Work performed on scaffolds, ladders, picks, staging and structural steel 40 ft. above any floor or pit floor or any height above any hazardous locations such as acid pits, moving machinery, etc.: 10% per hour additional. The 40 ft. shall be determined by the height of the work and not where an employee stands.

Respiratory conditions and poor air quality: Where this condition is found to exist: 10% per hour additional.

ROOF0134-004 07/01/2001

	Rates	Fringes
Roofer	$ 22.60	8.08

SFMI0669-006 01/01/2004

	Rates	Fringes

Sprinkler Fitter.....$ 28.46 10.80

SHEE0033-016 07/01/2001

	Rates	Fringes
Sheet metal worker		
All other building construction	$ 26.73	10.47
Work on any multiple family housing unit over 4 stories where each individual family unit is conditioned by a separate and independent unit or system	$ 13.48	5.23

FOOTNOTES:
Work subject to a free fall of forty (40) ft. or more: $1.00 per hour additional.

Work performed over operative unguarded machinery or over heat producing vessels which are operating and which have increased the temperature to at least 125 degrees: $1.00 per hour additional.

Work performed with a helicopter: $1.00 per hour additional.

Height and hazard pay premiums shall not be compounded.

TEAM0247-001 06/01/2003

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 26.02	a
GROUP 2	$ 26.18	a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:
a. $152.25 per week, plus $25.60 per day, plus the following vacation pay:
Drivers who have been in the employ of their company for 3 years or less: $0.60 per hour.
Drivers who have been in the employ of their company for 4 through 10 years: $1.00 per hour.
Drivers who have been in the employ of their company for 11 through 15 years: $1.45 per hour.
Drivers who have been in the employ of their company for 16 years and longer: $1.85 per hour.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks except semi trucks or

tractor trailers, pole trailers, lowboys, straddle carriers, double bottom and special load permit vehicles

GROUP 2: Truck driver on semi trucks or tractor trailers except pole trailer driver, lowboy driver, straddle carriers, double bottom and special load permit vehicles

GROUP 3: Pole trailer driver, lowboy driver, straddle carriers, double bottom driver and special permit driver, fuel truck driver, bus driver and water truck driver

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TEAM0247-011 04/01/2003

	Rates	Fringes
Truck drivers - underground construction:		
GROUP 1	$ 20.57	132.70/wk.+3
GROUP 2	$ 20.71	132.70/wk.+3
GROUP 3	$ 20.90	132.70/wk.+3

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

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including, but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

SECTION TABLE OF CONTENTS

DIVISION 02 - SITE WORK

DREDGING

SECTION 02482

DREDGING

PART 1 GENERAL

1.1 UNIT PRICES

1.1.1 Work Covered by Contract Price

The contract unit price per cubic yard for dredging shall include the cost of removal, conveyance and disposal of all materials as shown on the drawings and as specified herein, except original materials, ledgerock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the disposal area. Nothing in this Paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed and approved in accordance with applicable provisions of the contract.

1.1.2 Measurement and Payment

1.1.2.1 Allowable Pay Overdepth and Sideslopes

The total estimated dredging quantity shown on the Bidding Schedule includes the required depth material plus the allowable overdepth material and allowable sideslope material. The allowable pay overdepth quantity listed below is computed for the allowable overdepth prism immediately below the material required to be dredged as shown on the drawings or otherwise specified. The allowable sideslope quantity listed below is computed immediately above the payment limit line for sideslopes as shown and specified.

a. Estimated Allowable Pay Overdepth and Sideslope Quantities in Cubic Yards.

(1) Overdepth 59,000 C.Y.

(2) Sideslopes 18,000 C.Y.

Option Overdepth 16,000 C.Y.

Option Sideslopes 4,000 C.Y.

1.1.2.2 Shoal Removal

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

1.1.2.3 Soundings

The drawings (See CLAUSE entitled "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS") represent the conditions existing at the time of survey, but all soundings shown thereon will be verified and corrected by soundings taken before dredging. Determination of quantities removed will be made from after dredging soundings and the calculations made therefrom to determine quantities by in-place measurement. The determination of the quantities to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

1.1.3 Volume Calculations

Within the limits of the allowable pay overdepth and side slope payment limit lines described in the Paragraph entitled "DREDGING", the total amount of materials removed and to be paid for under the contract will be measured by the cubic yard in place by computing the volume between the bottom surface shown by new soundings made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the work specified has been completed. Volume computations will be made by the Government by appropriate computer program or by the average end area method, based on cross sections including, but not limited to, cross sections taken at the same locations shown on the contract drawings.

The average area of two (2) successive cross sections multiplied by the distance between the cross sections will be accepted as the volume. Any quantities misplaced or not satisfactorily placed in the approved disposal area will be deducted.

1.1.3.1 Excessive Dredging

Materials taken from beyond the limits specified in Subparagraphs "Allowable Pay Overdepth" and "Side Slopes", will be excluded from the computed total amount dredged as excessive channel dredging or excessive side slope dredging and for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. (See Paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE.")

1.1.3.2 Monthly Partial Payments

Monthly partial payments will be based on quantities determined by daily soundings taken by the Contractor or other means acceptable to the Contracting Officer. (See CLAUSE entitled, "QUANTITY SURVEYS.") Sounding surveys for partial payment shall be conducted in the same manner specified in the Paragraph entitled, "PRIOR, AFTER AND CHECK SURVEYS," unless otherwise authorized or directed.

1.1.3.3 Continuity of Work

Monthly partial payments will be made for work performed prior to final examination and acceptance. However, as final dredging is being performed for final examination and acceptance, no payment will be made for such final dredging work performed in any area until the depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, original material, or other obstructions, which cannot be removed by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. No payment will be made for final excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the

Contracting Officer. If a nonadjacent area is excavated to full depth during the day to day operations carried on under the contract, payment for all work therein may be deferred until the required depth has been secured in the area intervening.

1.1.4 Payment

Payment for all acceptably completed work required under this Section of the specifications will be made at the applicable contract unit price per cubic yard for the payment item 0002,and 0003

1.2 PERFORMANCE REQUIREMENTS

1.2.1 Monitoring of Disposal Area

Unless otherwise directed by the Contracting Officer, there shall be no overflow or discharge into the lake as a result of operations under this contract. If the Contracting Officer directs the Contractor to release flow from the CDF into the lake, the Contractor shall continuously observe the effluent quality of the disposal area discharge weirs during the period of use under this contract and shall report its observations on the daily QC reports. All observations of the discharge including any unusual characteristics of the discharge (i.e., unnatural turbidity, color, oil film, floating solids, settleable solids or foam) shall be reported immediately to the Contracting Officer. The Contractor shall take daily accurate field Turbidity measurements of the discharge from the weirs with a properly maintained and calibrated Turbidity meter. The results shall be reported in measured Nephelometric Turbidity Units (NTU) on the daily QC reports. During all disposal operations the Contracting Officer will periodically conduct water quality monitoring of any allowed discharge from the confined disposal facility discharge weirs to verify that the quality of the effluent is within acceptable limits. Water samples will be obtained, stored and analyzed by the Government according to the recommended procedures of the U.S. Environmental Protection Agency Publication "Methods for Chemical Analysis of Water and Wastes," EPA 600 4 79 020. The Contractor shall furnish and install additional weir boards at no additional cost to the Government, to prevent water from overtopping the weirs. If additional weir boards cannot be added to increase the holding capacity of the disposal area and/or any allowed discharge does not meet acceptable water quality limits,the Contractor will be directed to alter or discontinue its disposal operations until the threat of overtopping no longer exists or the effluent from the discharge weirs meets the specified acceptable limits of water quality, all at no additional cost to the Government. The Contractor shall also monitor the elevation of water in the CDF and shall promptly notify the Contracting Officer any time there is imminent risk of overtopping the weirs or dike walls.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Data

Dredging, Conveyance and Disposal Plan; G-DAO

Prior to bringing equipment to the project site, submit plans of the

proposed dredging, conveyance and disposal operations.

Instantaneous Load Data

Upon request of the Contracting Officer's Representative in the field, the Contractor shall immediately provide a copy of the hauling vessel's load data at the time of such request. Such instantaneous reporting is supplemental to all other required reporting.

SD-18 Records

Contractor-furnished Disposal Area(s); G-DAO

Statements and permits indicating suitability of Contractor-furnished disposal area(s).

1.4 PROJECT/SITE CONDITIONS

1.4.1 Character of Materials

The materials to be removed within the required dredging limits are those composing the shoaling that has occurred since the the last time the area was last dredged. Shoaled material consists of silts with varying amounts of sand. Native material may be encounterd within the allowable overdepth. Native material consists of dense clay with some gravel and cobble. Logs and assorted trash may also be present in the required dredging prism. The records of previous dredging and sampling are available for inspection at the Office of the Engineering & Construction Division, U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan.

1.4.2 Disposal Area Conditions

The existing conditions shown within the Government-furnished disposal area are based upon sounding surveys performed on the date shown on the drawings. The limits of the disposal area are shown on the contract drawings and no variations beyond these limits are permissible. Dredged materials placed outside of the limits of the disposal area shall be removed at no additional cost to the Government and deposited within the area approved for disposal of dredged materials.

1.4.3 Transfer Site

If use of a Contractor-furnished disposal site entails use of a transfer site, or if a Government-furnished transfer site is to be used, the Contractor shall take soundings across the full width and length of the transfer site mooring area prior to the start-up of and immediately after the completion of transfer operations under this contract. Soundings shall be taken on lines and at intervals acceptable to the Contracting Officer. Mooring and pumpout facilities are not available at the transfer site. The Contractor shall provide the material, equipment, and labor necessary to construct any facilities required for disposal operations at no additional cost to the Government. The Contractor's facilities for the disposal operation shall be as approved by the Contracting Officer and shall be removed upon completion of the work unless otherwise allowed.

1.5 SEQUENCING AND SCHEDULING

1.5.1 Delivery of Plant and Order of Work

Unless otherwise directed by the Contracting Officer, the Contractor shall accomplish the required work within the time established in CLAUSE entitled, "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK," FAR 52.212-0003.) See Section 1100 paragraph 1.5 Sequencing & Scheduling for Startwork.

1.5.2 Sequence

Dredged material shall not be hauled across segments of the required dredging area which have been examined and found to be acceptable.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING

The Contractor shall perform all dredging work to remove material to the required depths within the limits shown on the drawings and as specified. Any materials in the allowable overdepth prism and allowable side slopes are not required to be removed. Indicated required dredging areas within required downstream and upstream dredging limits will be revised by the Government, after obtaining the before (prior to) dredging soundings. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed.

3.1.1 Obstructions

Should original material, ledgerock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material be encountered which cannot be removed by the plant specified in the accepted bid, or equivalent plant, without blasting or special apparatus, the Contractor shall remove therefrom all overlying material within the required dredging prism which in the judgment of the Contracting Officer can be removed by the use of the plant specified in the accepted bid or equivalent plant.

3.1.2 Channel Crossing

Any existing channel crossing that is damaged due to the Contractor's operations shall be repaired by the Contractor and at its expense.

3.1.3 Overdepth and Tolerances

Two (2) drawings are enclosed in SECTION 01999 to aid in defining the requirements specified hereinafter.

3.1.3.1 Allowable Pay Overdepth

To cover inaccuracies of the dredging process, materials actually removed from within the channel lines to a depth of not more than one (1) foot below the required pay prism line will be measured and paid for at the contract price. However, the maximum quantity of overdepth materials to be paid for will be equivalent to that quantity present within the one (1) foot overdepth prism immediately below the materials required to be dredged as determined from the prior to dredging soundings. Any dredging below the allowed one (1) foot will be considered as excessive dredging and for

which payment will not be made.

3.1.3.2 Side Slopes

Materials actually removed, within limits shown on the drawings, to provide for final side slopes not flatter than one vertical (1V) on two horizontal (2H), perpendicular to the channel line or dredge limit line, whichever is applicable, but not in excess of the amount originally lying above the side slope payment limit line will be calculated and paid for. The provisions of this Subparagraph also apply to end slopes at the upstream and downstream dredging limits of the channel. However, if the Contractor elects to use the box cut method on the side slope this material will be paid for whether dredged in their original location, or removed by dredging a space at the bottom of the slope to accommodate the side slope materials falling into the box cut. At the International Boundary only, the Contractor is prohibited from dredging side slopes and end slopes, and shall not reach across the boundary into Canada with its equipment to remove any material for any reason.

3.1.3.3 Toe of Side Slopes

Any material remaining above the required pay prism line will be allowed to remain in place, but will not be paid for, provided these materials lie below the tolerance line specified hereinafter. The tolerance line,as shown on the cross-section drawings, is defined as a straight line through the following two (2) points and extended to the side slope line:

a. A point on the required pay prism line located a distance from the channel line or dredge limit line, as shown on the contract drawings (shown on the enclosed drawings and contract drawings as tolerance dimension "T.D." and ;

b. A point located at the channel line or dredge limit line, whichever is applicable, and above the required pay prism line a distance equal to the specified channel allowable pay overdepth.

3.1.3.4 Shoals

A tolerance of 0.5 feet above the required pay prism line, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. The allowed shoaling shall not be continuous throughout the required dredging area. The limitations for individual shoals are as follows:

a. Maximum width:

Maximum width of each remaining shoal area not required to be removed shall be not more than five percent (5%) of the full project channel width or ten (10) feet, whichever is greater.

b. Longitudinal length:

Longitudinal length of each remaining shoal area not required to be removed shall be not more than twenty-five percent (25%) of the full project channel width or fifty (50) feet, whichever is greater.

c. Cumulative width:

Cumulative width of remaining individual shoals not required to be removed within the shoal area, at any channel cross section, shall be not more than twenty-five percent (25%) of the full project channel width or ten (10) feet, whichever is greater.

3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

3.2.1 General

All nautical vessels, and land based transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between point of pick-up and point of deposition within the disposal area. Hauling vessels shall have sufficient sidewall height and integrity to prevent drainage over or through the sides and bottom during hauling.

3.2.2 Restriction

The method employed by the Contractor in conveying dredged materials to the disposal area shall be as approved by the Contracting Officer at all times. Temporary dumping or placement of materials outside of the disposal area for subsequent rehandling into the disposal area is prohibited unless otherwise approved by the Contracting Officer.

3.3 DISPOSAL OF DREDGED MATERIALS

3.3.1 General

The dredged materials shall be deposited within the Government-furnished disposal area shown on the contract drawings. The Government-furnished disposal area has sufficient capacity to contain all materials to be dredged under this contract. Placement of the dredged materials within the disposal area shall be as specified and shown except as otherwise directed by the Contracting Officer. Except as otherwise authorized by the Contracting Officer in writing, no disposal shall be performed unless a representative of the Contractor for Quality Control is present at the time. The method employed by the Contractor in depositing dredged materials in the disposal area shall be as approved by the Contracting Officer at all times.

3.3.1.1 Misplaced Material

Any material that is deposited elsewhere than in the places designated in this contract or approved by the Contracting Officer will not be paid for. The Contractor shall be required to remove such misplaced material at its expense and deposit it in the place designated in this contract or approved by the Contracting Officer.

3.3.2 Government-Furnished Disposal Area

The materials to be dredged shall be placed within the Confined (CDF) Disposal Facility (Cell No. 3) shown on the contract drawings. The Contractor's facilities for the disposal operation shall be as approved by the Contracting Officer and shall be removed upon completion of the work unless otherwise allowed. Discharge into the disposal area shall be in accordance with the approved work plan. Discharge into and placement of materials in the disposal area shall be performed and controlled in such

manner as to prevent erosion and damage to the existing disposal area dikes. Dredged materials shall be placed in such a manner as to prevent loss of materials outside of the Confined Disposal Area, and provide unimpeded flow of water toward the weir of Cell No.3. Material shall not be placed within 100' of the overflow weir. The maximum height of material placed in the CDF shall be one foot below the top of the dike within 100 feet of the perimeter dike. The ability of existing materials within the Confined Disposal Facility to support equipment and personnel is unknown. The Contractor shall make its own investigations of conditions as it deems necessary in order to make its own determination of existing conditions.

3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and disposal operations to assure compliance with the contract requirements and record its inspections of items under this system, including, but not limited to, the following:

a. Layout of work, transfer and disposal areas.

b. Proper dredging depths and disposal heights.

c. Conveyance and disposal operations.

d. Prevention of non-conforming discharge to waterway.

e. Removal of misplaced material.

f. Observations of CDF effluent quality.

g. Safety requirements.

3.5 GOVERNMENT INSPECTION

3.5.1 Gauge Maintenance

The Contractor shall maintain its gauges, ranges, location marks and limit marks in proper order and position. The presence of a Government inspector shall not relieve the Contractor of its responsibility for the proper execution of the work in accordance with the specifications and drawings.

3.5.2 Facilities

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boat operators, laborers and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the Paragraph "FINAL EXAMINATION AND ACCEPTANCE."

3.5.3 Transportation

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, suitable transportation from designated points on shore to and from the various pieces of off-shore plant and off-shore disposal areas.

3.5.4 Compliance

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

3.6 PRIOR, AFTER AND CHECK SURVEYS

Prior, after and check surveys will be made by sonic sounding methods. The Contractor's sounding equipment shall be calibrated to correspond with the Government's sounding equipment. The Government will make prior and after surveys and may make check surveys. The Contractor shall make check surveys. Sounding lines will be established by the Government for the required dredge area - to provide the best fit of lines, within that area - to use average end cross sections for quantity calculations. Cross-sections will have the required spacing as necessary to provide a good representation of the area surveyed, unless otherwise determined by the Contracting Officer. The check surveys and after dredging soundings shall be taken as close as practicable on the same lines established and used for the prior to dredging soundings, unless otherwise determined by the Contracting Officer. The full electronic data set shall be used to determine cubic yards in place. Additional soundings will be taken as the Contracting Officer may deem necessary. Only one (1) prior survey will be made for the project, by the Government. The Contracting Officer will schedule prior surveys in accordance with an approved Contractor submitted schedule of dredging operations. If additional prior surveys are required, due to the Contractor's operations, the cost of such surveys shall be paid by the Contractor. The cost of such surveys shall be the same as specified in the Paragraph entitled, "FINAL EXAMINATION AND ACCEPTANCE."

3.7 FINAL EXAMINATION AND ACCEPTANCE

3.7.1 Examination

As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps or other lack of contract depth be disclosed by this examination, the Contractor is required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived at the discretion of the Contracting Officer. The Contractor or its authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two (2) sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of $1,500 per calendar day in which the Government plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operations.

3.7.2 Acceptance

Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

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