

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 28

2. AMENDMENT/MODIFICATION NO. 0002
 3. EFFECTIVE DATE 10/26/2009
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00092
 DOT/Maritime Administration, SAR Acquisition
 Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 4D,
 Room 211
 Norfolk, VA 23505
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
 CERTIFIED COATINGS COMPANY
 1045 DETROIT AVE
 CONCORD, CA 94518-2411
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA2D09001
 (X) 10B. DATED (SEE ITEM 13) 11/26/2008
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

No Funding Information

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-09 Option to extend the term of the contract and 52.243.01 Changes - Fixed Price
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- Modification issued to extend contract for Option Year 01. Contract extended from 12/15/2009 by 1 year to 12/15/2010 effective 10/26/2009.
- Effective 1/8/2010, contract is here modified to incorporate a Labor Hour remediation method for topside deck areas of ships. Labor Hour remediation will be by dry method including sweeping, scooping, shoveling and vacuuming. For the purpose of this method ONLY Section C - DESCRIPTIONS AND SPECIFICATIONS is changed/modified. Section C - DESCRIPTIONS AND SPECIFICATIONS, and all other terms and conditions not identified as changed/modified by Modification 0002 DRY METHOD remain unchanged. See DTMA2D09001 Modification 0002, Section C DESCRIPTIONS AND SPECIFICATIONS, DRY METHOD, Sweep Remediation Statement of Work and additional Labor Hour terms and conditions (attached).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) DAVID BROCKMAN, C.O.O.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Debra K. Velmore
15B. CONTRACTOR OFFICER 	16B. United States of America BY
15C. DATE SIGNED 1/25/10	16C. DATE SIGNED 1/25/2010
(Signature of person authorized to sign)	(Signature of Contracting Officer)

Line Item Summary	Document Number DTMA2D09001/0002	Title SBRF Paint Remediation Services	Page 2 of 26			
Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
<i>Option Year 1 and New Line Dry Sweep Method PRSBRF10009</i>						
0006	Topside Sweeping - Dry Method		0.00		\$0.00	\$0.00
<p>This is a New Line Add new line item sweeping on a Labor hour basis. Labor Hours in accordance with Modification 0002 Dry Method. See SubCLIN for individual Labor rates by positions.</p>						
0006AA	Laborers		0.00		\$42.50	\$0.00
<p>This is a New Line Rate for first 160 Straight Time Hours Weeks (4 - 40 hr weeks):</p>						
0006AB	Laborers		0.00	MH	\$39.50	\$0.00
<p>This is a New Line Rate after after first 160 hours worked.</p>						
0006AC	Foremen		0.00	MH	\$52.75	\$0.00
<p>This is a New Line</p>						

Line Item Summary	Document Number	Title	Page			
	DTMA2D09001/0002	SBRF Paint Remediation Services	3 of 26			
Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
0006AD	Superintendent This is a New Line		0.00	MH	\$69.75	\$0.00
<p style="text-align: right;"> Previous Total: \$0.00 Modification Total: \$0.00 Grand Total: \$0.00 (Includes Discounts) </p>						
<p><i>Distribution: B Vogel, J Pecoraro K Rato, S Wong, M Huey, maradoblugations@faa.gov, Contractor David Brockman</i></p>						

Address Detail	Title SBRF Paint Remediation Services	Document Number DTMA2D09001/0002	Page 4 of 26
-----------------------	---	--	------------------------

Shipping Addresses

Code	Detail	Code	Detail
0001	Org: DOT/Maritime Administration, SAR Acquisition Addr: Office of Acquisition, MRG-7200 7737 Hampton Boulevard, Building 4D, Room 211 Norfolk VA 23505 Attn: Glen Spears, Chief of Contracting Office Phone: (757) 441-3245 ext. Fax: (757) 441-6080 ext.	0002	Org: Suisun Bay Reserve Fleet, Maritime Administration Addr: 2595 Lake Herman Road, P.O. Box 318 Benicia CA 94510 Attn: Joseph Pecoraro, Fleet Superintendent Phone: (707) 745-0487 ext. Fax: (707) 745-2508 ext.

Invoice Addresses

Code	Detail	Code	Detail
0001	Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 Attn: Leah MacHugh, Accounting Technician Phone: (405) 954-5345 ext. Fax: () - ext.	0002	Org: DOT/Maritime Administration, South Atlantic Region Addr: 7737 Hampton Blvd., Bldg. 4D, Room 211 Norfolk VA 23505 Attn: Jennifer Phillips, Funds Control Officer Phone: (757) 441-3716 ext. Fax: (757) 441-6080 ext.

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 5 of 26
--	----------------------------------	---	--------------

TABLE OF CONTENTS

SECTION A -- Solicitation/Contract Form	6
A.1 Summary of Changes	6
SECTION C -- Descriptions and Specifications	7
C.1 Modification 0002 Statement of Work - Dry Method	7
SECTION E -- Inspection and Acceptance	10
E.1 Inspection--Time-and-Material and Labor-Hour	10
SECTION I -- Contract Clauses	12
I.1 Right of First Refusal of Employment	12
I.2 Time-and-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition Without Adequate Price Competition.	12
I.3 Limitation of Government Liability	12
I.4 Limitation of Liability--Services	13
SECTION J -- List of Documents, Exhibits and Other Attachments	14
J.1 LIST OF ATTACHMENTS	14
J.2 Wage Determination	14
SECTION K -- Representations, Certifications and Other Statements of Offerors	26
K.1 Certification of Toxic Chemical Release Reporting	26

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 6 of 26
--	---	--	---------------------

SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

The free form item 'Modification 0002 Statement of Work - Dry Method has been added.

Clause '52.246-06 - Inspection--Time-and-Material and Labor-Hour' has been added.

Clause '52.207-03 - Right of First Refusal of Employment' has been added.

Clause '52.216-24 - Limitation of Government Liability' has been added.

Clause '52.216-30 - Time-and-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition Without Adequate Price Competition. ' has been added.

Clause '52.246-25 - Limitation of Liability--Services' has been edited.

Clause '52.216-25 - Contract Definitization ' has been added.

The free form item 'LIST OF ATTACHMENTS has been edited.

The free form item 'Wage Determination has been added.

Clause '52.223-13 - Certification of Toxic Chemical Release Reporting' has been added.

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 7 of 26
------------------------------------	---	--	---------------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 MODIFICATION 0002 STATEMENT OF WORK - DRY METHOD

DRAFT FOR REVIEW 9JAN2010

MODIFICATION 0002 BLOCK 14:

#

DTMA2D09001 MODIFICATION 0002

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

DRY METHOD

Sweep Remediation Statement of Work

January 9, 2010

This Statement of Work (SOW) details a specific method of remediation for dealing with exfoliated paint and other debris that has collected on the decks of ships at Suisun Bay Reserve Fleet (SBRF). The intent of this approach is to remove the exfoliated paint and other debris from ships' decks so loose potential contaminants are not released into the environment and into the waters of Suisun Bay by wind or stormwater runoff. For the purpose of this method, Section C - DESCRIPTIONS AND SPECIFICATIONS is changed/modified to incorporate the following:

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK (Additional for Dry Method)

C.1.1. GENERAL SPECIFICATIONS

C.1.1. Introduction and Background: Task orders for Dry Method remediation may be performed at agreed fully burdened labor rates under Labor terms and conditions.

C.1.2. Scope of Work

Task orders for Dry Method remediation will be limited to Topside and Topside Deck areas only. See Definitions at C.2.

Task orders for Dry Method remediation will not include:

1. disposing of or encapsulating separated paint and paint debris/residues,
2. separation of paint defined as readily separated paint that can be removed from a surface with a hand scraper forced into and under cracks in the painted surface,
3. in the definition of a "clean vessel" the removal of or the encapsulating of paint cracks

Heavy metals include but are not limited to lead, zinc and copper. Paint chip analysis Section J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS (emailed separately to contractor).

C.2 Definitions (Additional for Dry Method)

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 8 of 26
------------------------------------	---	--	---------------------

Debris - loose rust scale, dust, dirt, small bits of wood, loose fasteners, and bird excrement that has come along with exfoliated paint on deck.

Exfoliated - coatings (paint chips) that have become detached from the substrate and have fallen to the deck.

Exfoliating - coatings that are peeling/detaching from the substrate but have not broken free from intact coatings that are still adhering to the substrate, have not become loose or fallen to the deck. (Note: removal of exfoliating paint is not covered in this SOW and is not to be addressed by the contractor)

Topsides - areas of a ship inclusive of the main deck and above. This includes all horizontal decks, the interior surfaces of bulwarks, vertical surfaces of superstructure that do not overhang over the side of the ship, deck houses, masts, booms, kingposts, hatch coamings, other coamings, hatch covers, coated equipment on deck, ladders, walkways, railings, containment structures, and overheads of spaces commonly open to the weather.

Topside Deck Areas - horizontal deck areas of a ship, including the main deck, 01, 02, 03, ... decks, hatch covers and tops of deck houses. It does not include vertical surfaces and other areas addressed in the definition of "Topsides."

C.2.a GOVERNMENT FURNISHED PROPERTY (Additional for Dry Method)

(Note: Original contract has a duplication of this C.2. line item. For the purpose of clarification GOVERNMENT FURNISHED PROPERTY will be renumbered C.2.a. DEFINITIONS will remain paragraph C.2.)

" Tools, such as brooms, dustpans, scoops, shovels, vacuum cleaners and accessories to vacuum cleaners such as replacement filters for the vacuum and vacuum hose, buckets, pallets, pallet jacks, drum dollies, portable generators, fuel & oil for generator, extension cords, , duct tape, lumber, life vests, rain gear if ordered to work in rain.

" Barrier materials as required, such as screening, tarping, plywood or sheet metal.

" 55-gallon steel drums or "tri-wall" cubic yard boxes for containerizing the waste and debris.

" Portable toilets and hand washing stations.

"

C.2.b. Contractor furnished materials and equipment:

" Hard hats, safety glasses, goggles, respirators, respirator cartridges, respirator wipes, gloves, tyveks, eyewash bottles, first aid kit, fall protection harnesses (for limited areas where needed), lead work area signs and/or barricade tape, personnel air monitoring and associated laboratory analysis, water jugs, gang box for storage on the ship, sprayers to keep work areas damp (if necessary).

C.3. GOVERNMENT FURNISHED SERVICES (Additional for Dry Method)

" Over the water transportation of the contractor's crew from the pier to the ships (See C.3.1.)

" Crane service to deliver any contractor-provided material/equipment to support his work and crew. (See C.3.2.)

" Disposal of collected debris and any garbage and disposal of used PPE like vacuum filters, tyveks, gloves and respirator cartridges.

" Sampling and laboratory analysis related to disposal.

C.3.1. Personnel (Additional for Dry Method)

Over the water transportation of the contractor's crew from the pier to the ships for 25 Laborers, 3 Foreman and 1 Superintendent. The contractor's straight time work day must begin at 0700 and end at 1700 to minimize the impact to SBRF's transportation services.

C.3.2. Equipment, Supplies and Materials

Materials (paint debris container) removal from the vessel and disposal are the responsibility of the Government.

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 9 of 26
------------------------------------	----------------------------------	---	--------------

C.4 PERFORMANCE REQUIREMENT SUMMARY (Additional for Dry Method)

C.4.1 Remediation of Exfoliating Paint

C.4.1.1 Description

Remediation is limited for the Dry Method to the description of Topside and Topside Deck Areas defined herein.

C.4.1.2.

Dry Method :

Provide a crew of twenty-five (25) personnel to perform the work described below. The contractor is to also provide for supervision of this crew. Provide pricing for this crew on a per week straight time basis, working 10 hours per day, 4 days per week, for 4 weeks (16 working days). Provide pricing of additional workdays as an Option that may be exercised by the Government.

Topside deck areas of ships shall be cleaned of exfoliated paint and other debris by dry methods including sweeping, scooping, shoveling and vacuuming. The exfoliated paint and other debris shall be loaded into open top 55-gallon steel drums or "tri-wall" cubic yard boxes.

" Broom sweep/vacuum each topside deck area, beginning with the highest deck and working the way down. Sweep deck areas at-large, up against coamings and vertical surfaces, in corners, and underneath equipment as readily accessible to present a surface virtually free of loose paint chips and other debris.

" In areas where sweeping operations could inadvertently cause paint chips and debris to go over the side, install temporary barriers of plywood, sheet metal or tarping.

" Shovel/scoop/sweep/vacuum up debris and place into lined, open-top 55-gallon steel drums or cubic yard boxes.

Fully Burdened Labor Rate inclusions: The contractor must provide for safeguards for his crew in accordance with applicable EPA, CA OSHA and OSHA regulations. The contractor shall abide by the SBRF Fleet Safety Rules and Environmental Policy Statement while on-site at SBRF. This includes, but is not limited to hazard communications training, a medical monitoring program and equipment to support such, personal protective equipment, and all supervision, management, materials/consumables and equipment necessary to satisfy the work requirements herein, unless specifically identified as Government Furnished Material and Services under paragraphs C. 2., and

C.3.

C.5 Weekly Progress Reporting (Clarification for Dry Method)

C.5.1 Paint Remediation

The Contractor shall provide a progress report on a minimum weekly basis.

C.5.2 Paint Disposal

The Contractor shall report only the quantities containerized as of the close of business of the date prior to submission of the weekly progress report.

#

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 10 of 26
------------------------------------	----------------------------------	---	---------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.246-06 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

MAY 2001

(a) Definitions. As used in this clause-

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 3 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 3 days (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 11 of 26
------------------------------------	---	--	----------------------

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 12 of 26
------------------------------------	----------------------------------	---	---------------

SECTION I -- CONTRACT CLAUSES

I.1 52.207-03 RIGHT OF FIRST REFUSAL OF EMPLOYMENT MAY 2006

(a) The Contractor shall give Government personnel who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government personnel who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

(End of clause)

**I.2 52.216-30 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL FEBRUARY 2007
REQUIREMENTS-NON-COMMERCIAL ITEM
ACQUISITION WITHOUT ADEQUATE PRICE
COMPETITION.**

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by—

- (1) The offeror;
- (2) Each subcontractor; and
- (3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control—

- (1) Shall not include profit for the transferring organization; but
- (2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of commercial item at 2.101 that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

(End of provision)

I.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 13 of 26
------------------------------------	----------------------------------	---	---------------

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

I.4 52.246-25 LIMITATION OF LIABILITY--SERVICES

FEBRUARY 1997

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that--

- (1) occurs after Government acceptance of services performed under this contract; and
- (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 14 of 26
------------------------------------	----------------------------------	---	---------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

1. Wage Determination for California Counties of Napa, Solano, Sonoma No: WD 05-2069 (Rev.-6). Complete wage determination can be obtained at <http://www.wdol.gov/wdol/scafiles/std/05-2069.txt> (attached with Modification 0002)
2. NDRF Vessel Environmental Review Preliminary Draft dated 2/15/2007 (Paint Chip Analysis) (emailed separately to contractor with Modification 0002)

J.2 WAGE DETERMINATION

WD 05-2069 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2069

Shirley F. Ebbesen | Division of | Revision No.: 8
 Director | Wage Determinations | Date Of Revision: 05/26/2009

State: California

Area: California Counties of Napa, Solano, Sonoma

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	17.40	
01012 - Accounting Clerk II	19.53	
01013 - Accounting Clerk III	20.73	
01020 - Administrative Assistant	30.87	
01040 - Court Reporter	24.30	
01051 - Data Entry Operator I	15.38	
01052 - Data Entry Operator II	16.78	
01060 - Dispatcher, Motor Vehicle	27.83	
01070 - Document Preparation Clerk	15.82	
01090 - Duplicating Machine Operator	15.82	
01111 - General Clerk I	15.87	
01112 - General Clerk II	17.31	
01113 - General Clerk III	19.37	
01120 - Housing Referral Assistant	27.33	
01141 - Messenger Courier	11.87	

Award/Contract Modification	Document No.	Document Title	Page 15 of 26
	DTMA2D09001/0002	SBRF Paint Remediation Services	

01191 - Order Clerk I	16.93
01192 - Order Clerk II	18.46
01261 - Personnel Assistant (Employment) I	19.64
01262 - Personnel Assistant (Employment) II	21.98
01263 - Personnel Assistant (Employment) III	24.49
01270 - Production Control Clerk	28.05
01280 - Receptionist	17.21
01290 - Rental Clerk	14.77
01300 - Scheduler, Maintenance	21.86
01311 - Secretary I	21.86
01312 - Secretary II	24.46
01313 - Secretary III	27.33
01320 - Service Order Dispatcher	21.61
01410 - Supply Technician	30.87
01420 - Survey Worker	20.65
01531 - Travel Clerk I	13.54
01532 - Travel Clerk II	14.74
01533 - Travel Clerk III	15.97
01611 - Word Processor I	20.77
01612 - Word Processor II	23.32
01613 - Word Processor III	26.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.81
05010 - Automotive Electrician	23.26
05040 - Automotive Glass Installer	20.29
05070 - Automotive Worker	23.26
05110 - Mobile Equipment Servicer	20.22
05130 - Motor Equipment Metal Mechanic	24.26
05160 - Motor Equipment Metal Worker	22.22
05190 - Motor Vehicle Mechanic	24.26
05220 - Motor Vehicle Mechanic Helper	19.14
05250 - Motor Vehicle Upholstery Worker	21.22
05280 - Motor Vehicle Wrecker	22.22
05310 - Painter, Automotive	22.98
05340 - Radiator Repair Specialist	21.94
05370 - Tire Repairer	16.28
05400 - Transmission Repair Specialist	24.26
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.36
07041 - Cook I	15.49
07042 - Cook II	16.95
07070 - Dishwasher	10.27
07130 - Food Service Worker	10.72
07210 - Meat Cutter	17.25
07260 - Waiter/Waitress	9.76
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.81
09040 - Furniture Handler	14.29
09080 - Furniture Refinisher	19.81
09090 - Furniture Refinisher Helper	16.31
09110 - Furniture Repairer, Minor	18.07
09130 - Upholsterer	21.79
11000 - General Services And Support Occupations	

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 16 of 26
--------------------------------	----------------------------------	---	---------------

11030 - Cleaner, Vehicles	12.56
11060 - Elevator Operator	12.56
11090 - Gardener	19.46
11122 - Housekeeping Aide	13.93
11150 - Janitor	13.38
11210 - Laborer, Grounds Maintenance	17.71
11240 - Maid or Houseman	12.54
11260 - Pruner	16.62
11270 - Tractor Operator	19.48
11330 - Trail Maintenance Worker	17.71
11360 - Window Cleaner	14.77
12000 - Health Occupations	
12010 - Ambulance Driver	21.21
12011 - Breath Alcohol Technician	21.21
12012 - Certified Occupational Therapist Assistant	28.36
12015 - Certified Physical Therapist Assistant	23.44
12020 - Dental Assistant	21.85
12025 - Dental Hygienist	47.96
12030 - EKG Technician	36.73
12035 - Electroneurodiagnostic Technologist	36.73
12040 - Emergency Medical Technician	21.21
12071 - Licensed Practical Nurse I	19.51
12072 - Licensed Practical Nurse II	21.90
12073 - Licensed Practical Nurse III	24.49
12100 - Medical Assistant	19.18
12130 - Medical Laboratory Technician	21.69
12160 - Medical Record Clerk	19.88
12190 - Medical Record Technician	21.80
12195 - Medical Transcriptionist	20.39
12210 - Nuclear Medicine Technologist	42.03
12221 - Nursing Assistant I	13.12
12222 - Nursing Assistant II	14.75
12223 - Nursing Assistant III	16.09
12224 - Nursing Assistant IV	18.07
12235 - Optical Dispenser	15.61
12236 - Optical Technician	14.97
12250 - Pharmacy Technician	20.11
12280 - Phlebotomist	18.07
12305 - Radiologic Technologist	29.34
12311 - Registered Nurse I	32.47
12312 - Registered Nurse II	39.73
12313 - Registered Nurse II, Specialist	39.73
12314 - Registered Nurse III	48.13
12315 - Registered Nurse III, Anesthetist	48.13
12316 - Registered Nurse IV	57.60
12317 - Scheduler (Drug and Alcohol Testing)	31.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.91
13012 - Exhibits Specialist II	28.23
13013 - Exhibits Specialist III	34.53
13041 - Illustrator I	23.40
13042 - Illustrator II	28.98
13043 - Illustrator III	35.45

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 17 of 26
------------------------------------	---	--	----------------------

13047 - Librarian		32.10	
13050 - Library Aide/Clerk		20.80	
13054 - Library Information Technology Systems Administrator			28.98
13058 - Library Technician		24.88	
13061 - Media Specialist I		20.91	
13062 - Media Specialist II		23.40	
13063 - Media Specialist III		26.08	
13071 - Photographer I		16.05	
13072 - Photographer II		17.92	
13073 - Photographer III		22.41	
13074 - Photographer IV		27.18	
13075 - Photographer V		32.89	
13110 - Video Teleconference Technician			20.39
14000 - Information Technology Occupations			
14041 - Computer Operator I		19.64	
14042 - Computer Operator II		21.98	
14043 - Computer Operator III		24.49	
14044 - Computer Operator IV		27.22	
14045 - Computer Operator V		30.15	
14071 - Computer Programmer I	(see 1)	25.79	
14072 - Computer Programmer II	(see 1)		
14073 - Computer Programmer III	(see 1)		
14074 - Computer Programmer IV	(see 1)		
14101 - Computer Systems Analyst I	(see 1)		
14102 - Computer Systems Analyst II	(see 1)		
14103 - Computer Systems Analyst III	(see 1)		
14150 - Peripheral Equipment Operator		19.64	
14160 - Personal Computer Support Technician		27.22	
15000 - Instructional Occupations			
15010 - Aircrew Training Devices Instructor (Non-Rated)			35.55
15020 - Aircrew Training Devices Instructor (Rated)			44.22
15030 - Air Crew Training Devices Instructor (Pilot)			51.65
15050 - Computer Based Training Specialist / Instructor			36.97
15060 - Educational Technologist		31.57	
15070 - Flight Instructor (Pilot)		51.65	
15080 - Graphic Artist		25.32	
15090 - Technical Instructor		23.14	
15095 - Technical Instructor/Course Developer			25.74
15110 - Test Proctor		19.00	
15120 - Tutor		19.00	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations			
16010 - Assembler		9.95	
16030 - Counter Attendant		9.95	
16040 - Dry Cleaner		12.97	
16070 - Finisher, Flatwork, Machine		9.95	
16090 - Presser, Hand		9.95	
16110 - Presser, Machine, Drycleaning		9.95	
16130 - Presser, Machine, Shirts		9.95	
16160 - Presser, Machine, Wearing Apparel, Laundry			9.95
16190 - Sewing Machine Operator		13.98	
16220 - Tailor		14.97	
16250 - Washer, Machine		10.98	

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 18 of 26
------------------------------------	---	--	----------------------

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.09
19040 - Tool And Die Maker	28.58
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.78
21030 - Material Coordinator	28.05
21040 - Material Expediter	28.05
21050 - Material Handling Laborer	16.58
21071 - Order Filler	14.76
21080 - Production Line Worker (Food Processing)	17.78
21110 - Shipping Packer	17.59
21130 - Shipping/Receiving Clerk	17.59
21140 - Store Worker I	14.24
21150 - Stock Clerk	19.59
21210 - Tools And Parts Attendant	17.78
21410 - Warehouse Specialist	17.78
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.18
23021 - Aircraft Mechanic I	26.81
23022 - Aircraft Mechanic II	28.18
23023 - Aircraft Mechanic III	29.37
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	25.05
23060 - Aircraft Servicer	22.68
23080 - Aircraft Worker	23.85
23110 - Appliance Mechanic	23.74
23120 - Bicycle Repairer	15.12
23125 - Cable Splicer	24.54
23130 - Carpenter, Maintenance	26.17
23140 - Carpet Layer	23.21
23160 - Electrician, Maintenance	31.67
23181 - Electronics Technician Maintenance I	27.93
23182 - Electronics Technician Maintenance II	29.51
23183 - Electronics Technician Maintenance III	31.11
23260 - Fabric Worker	20.76
23290 - Fire Alarm System Mechanic	23.38
23310 - Fire Extinguisher Repairer	20.12
23311 - Fuel Distribution System Mechanic	25.85
23312 - Fuel Distribution System Operator	20.44
23370 - General Maintenance Worker	21.66
23380 - Ground Support Equipment Mechanic	26.81
23381 - Ground Support Equipment Servicer	22.68
23382 - Ground Support Equipment Worker	23.85
23391 - Gunsmith I	19.41
23392 - Gunsmith II	22.03
23393 - Gunsmith III	24.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.51
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.72
23430 - Heavy Equipment Mechanic	24.94
23440 - Heavy Equipment Operator	26.69
23460 - Instrument Mechanic	30.39

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 19 of 26
--------------------------------	----------------------------------	---	---------------

23465 - Laboratory/Shelter Mechanic		23.74	
23470 - Laborer	14.76		
23510 - Locksmith	19.81		
23530 - Machinery Maintenance Mechanic		25.71	
23550 - Machinist, Maintenance		27.28	
23580 - Maintenance Trades Helper		15.78	
23591 - Metrology Technician I		30.39	
23592 - Metrology Technician II		31.95	
23593 - Metrology Technician III		33.30	
23640 - Millwright	24.54		
23710 - Office Appliance Repairer		21.66	
23760 - Painter, Maintenance		22.21	
23790 - Pipefitter, Maintenance		25.47	
23810 - Plumber, Maintenance		23.75	
23820 - Pneudraulic Systems Mechanic		24.54	
23850 - Rigger	24.54		
23870 - Scale Mechanic		22.03	
23890 - Sheet-Metal Worker, Maintenance		24.78	
23910 - Small Engine Mechanic		20.91	
23931 - Telecommunications Mechanic I		24.51	
23932 - Telecommunications Mechanic II		25.76	
23950 - Telephone Lineman		27.10	
23960 - Welder, Combination, Maintenance		20.68	
23965 - Well Driller	24.54		
23970 - Woodcraft Worker		24.54	
23980 - Woodworker		18.66	
24000 - Personal Needs Occupations			
24570 - Child Care Attendant		13.74	
24580 - Child Care Center Clerk		17.13	
24610 - Chore Aide	11.06		
24620 - Family Readiness And Support Services Coordinator		16.07	
24630 - Homemaker		19.03	
25000 - Plant And System Operations Occupations			
25010 - Boiler Tender	37.22		
255040 - Sewage Plant Operator		27.93	
25070 - Stationary Engineer	37.22		
25190 - Ventilation Equipment Tender		27.20	
25210 - Water Treatment Plant Operator		27.93	
27000 - Protective Service Occupations			
27004 - Alarm Monitor		17.09	
27007 - Baggage Inspector		14.34	
27008 - Corrections Officer		34.90	
27010 - Court Security Officer		36.56	
27030 - Detection Dog Handler		17.15	
27040 - Detention Officer		34.90	
27070 - Firefighter	32.91		
27101 - Guard I	14.34		
27102 - Guard II	17.15		
27131 - Police Officer I		40.20	
27132 - Police Officer II		44.68	
28000 - Recreation Occupations			
28041 - Carnival Equipment Operator		13.09	

Award/Contract Modification	Document No.	Document Title	Page 20 of 26
	DTMA2D09001/0002	SBRF Paint Remediation Services	

28042 - Carnival Equipment Repairer		13.81
28043 - Carnival Equipment Worker		10.58
28210 - Gate Attendant/Gate Tender		16.40
28310 - Lifeguard	12.74	
28350 - Park Attendant (Aide)	18.35	
28510 - Recreation Aide/Health Facility Attendant		12.85
28515 - Recreation Specialist	18.57	
28630 - Sports Official	14.61	
28690 - Swimming Pool Operator	17.59	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	24.59	
29020 - Hatch Tender	24.59	
29030 - Line Handler	24.59	
29041 - Stevedore I	23.97	
29042 - Stevedore II	26.15	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		41.48
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		28.60
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		31.50
30021 - Archeological Technician I	20.25	
30022 - Archeological Technician II	27.01	
30023 - Archeological Technician III	33.43	
30030 - Cartographic Technician	33.43	
30040 - Civil Engineering Technician	26.28	
30061 - Drafter/CAD Operator I	24.12	
30062 - Drafter/CAD Operator II	26.99	
30063 - Drafter/CAD Operator III	30.08	
30064 - Drafter/CAD Operator IV	37.03	
30081 - Engineering Technician I	18.00	
30082 - Engineering Technician II	20.21	
30083 - Engineering Technician III	22.62	
30084 - Engineering Technician IV	28.01	
30085 - Engineering Technician V	34.26	
30086 - Engineering Technician VI	41.45	
30090 - Environmental Technician	30.39	
30210 - Laboratory Technician	21.15	
30240 - Mathematical Technician	33.43	
30361 - Paralegal/Legal Assistant I	22.37	
30362 - Paralegal/Legal Assistant II	28.23	
30363 - Paralegal/Legal Assistant III	34.53	
30364 - Paralegal/Legal Assistant IV	41.78	
30390 - Photo-Optics Technician	33.43	
30461 - Technical Writer I	27.62	
30462 - Technical Writer II	33.78	
30463 - Technical Writer III	38.75	
30491 - Unexploded Ordnance (UXO) Technician I		26.36
30492 - Unexploded Ordnance (UXO) Technician II		31.89
30493 - Unexploded Ordnance (UXO) Technician III		38.23
30494 - Unexploded (UXO) Safety Escort	26.36	
30495 - Unexploded (UXO) Sweep Personnel	26.36	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	29.43
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	31.31

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 21 of 26
------------------------------------	---	--	----------------------

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.99
31030 - Bus Driver	18.06
31043 - Driver Courier	17.77
31260 - Parking and Lot Attendant	11.67
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	14.22
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.00
31363 - Truckdriver, Heavy	19.51
31364 - Truckdriver, Tractor-Trailer	19.51
99000 - Miscellaneous Occupations	
99030 - Cashier	13.32
99050 - Desk Clerk	12.16
99095 - Embalmer	23.55
99251 - Laboratory Animal Caretaker I	12.49
99252 - Laboratory Animal Caretaker II	13.52
99310 - Mortician	29.41
99410 - Pest Controller	19.24
99510 - Photofinishing Worker	13.60
99710 - Recycling Laborer	20.16
99711 - Recycling Specialist	22.24
99730 - Refuse Collector	17.97
99810 - Sales Clerk	15.51
99820 - School Crossing Guard	12.82
99830 - Survey Party Chief	38.19
99831 - Surveying Aide	18.18
99832 - Surveying Technician	24.94
99840 - Vending Machine Attendant	14.08
99841 - Vending Machine Repairer	16.43
99842 - Vending Machine Repairer Helper	14.08

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 1 week paid vacation after 6 months of service with a contractor or successor; 2 weeks after 1 year, 3 weeks after 5 years, and 4 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 22 of 26
------------------------------------	----------------------------------	---	---------------

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 23 of 26
------------------------------------	----------------------------------	---	---------------

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

OCCUPATION NOTES:

Laundry, Drycleaning, Pressing and Related Occupations: The rates for the occupations in this category applies to Napa and Solano counties only. See Wage Determination 1981-1168 for the wage rates and fringe benefits for Sonoma county.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 24 of 26
------------------------------------	----------------------------------	---	---------------

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 25 of 26
--	---	--	----------------------

Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Award/Contract Modification	Document No. DTMA2D09001/0002	Document Title SBRF Paint Remediation Services	Page 26 of 26
------------------------------------	----------------------------------	---	---------------

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUGUST 2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.