

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/03/2010		2. CONTRACT NO. (If any)		6. SHIP TO: Stewart Brooks		
3. ORDER NO. DTMA3V10009		4. REQUISITION/REFERENCE NO. PRCR1000166		a. NAME OF CONSIGNEE DOT/Maritime Administration, DGO Warehouse		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, DGO Acquisition 500 Poydras Street, Room 1223 New Orleans LA 70130-3394				b. STREET ADDRESS Poland Street Wharf Berth 3, Door 38		
7. TO:		c. CITY New Orleans		d. STATE LA	e. ZIP CODE 70117	
a. NAME OF CONTRACTOR				f. SHIP VIA		
b. COMPANY NAME Lucas Construction Corp				8. TYPE OF ORDER		
c. STREET ADDRESS 5742 Louis Prima Dr. West				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY New Orleans		e. STATE LA	f. ZIP CODE 70128-2805			
9. ACCOUNTING AND APPROPRIATION DATA 2010 - - X4303 - RRF - 9 - 6770 - - MHT00 - - 70 - 106167 - 70 - MHT0 - 3178 - 1750 - 6030 -				10. REQUISITIONING OFFICE DOT/Maritime Administration, DGO Warehouse		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					Destination	
13. PLACE OF			14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION		b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
SEE LINE ITEM DETAIL						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO: Sally Greene						
	a. NAME DOT/Maritime Administration, DGO Acquisition						
	b. STREET ADDRESS (or P.O. Box) 500 Poydras Street, Room 1223						
c. CITY New Orleans			d. STATE LA	e. ZIP CODE 70130-3394		\$27,000.00	

22. UNITED STATES OF AMERICA BY (Signature) <i>Aline Smith</i>			23. NAME (Typed) Aline Smith TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/03/2010	CONTRACT NO.	ORDER NO. DTMA3V10009
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	whse-Generator Installation Install government supplied 150kw Kohler generator and Onan Transfer switch in accordance with the attached Contractor's quote and the terms and conditions of this contract. <div style="display: flex; justify-content: space-around;"> <i>Start Date</i> 03/26/2010 <i>End Date</i> 09/30/2010 </div> Reference Requisition: PRCR1000166	1.00	JOB	27,000.000	27,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$27,000.00

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COMMERCIAL CLAUSES

1 QUOTE

LUCAS CONSTRUCTION CORPORATION
 Louisiana State Licensed Electrical, Mechanical, Residential, and Commercial
 Contractors
 8(a) Certified, SDB Certified, DBE Certified, BBB Member since 2007
 5742 Louis Prima Dr West
 New Orleans, La. 70128
 O # (504) 244-3398 F # (504) 244-3298 C # (504) 508-1720
 lucasconstcorp@bellsouth.net
 www.lucasconstcorp.com

Project 150kw Generator at Poland Street Wharf:

To: Aline Smith
 Contract Specialist
 U.S. Maritime Administration
 Division of Gulf Operations
 Office: (504) 589-6585
 Fax: (504) 589-6593

Lucas Construction would like to submit to you the following for the above mentioned project:

As per my meeting with Mr. Stewart Brooks on Thursday 2-11-2010 it was determined that the Generator for the Poland St Wharf is not accommodating the emergency power need.

- (1) Generator on location is a 150kw and a 150kw generator can only accomodate 120/240 volts at 625 amps
 - (2) Generator on location can be converted to a 277/480 226 amp unit
- Amperage that is being requested need to be a 500kw generator, voltage 277/480, 752 amps

An amperage test was done on location and amps in use at that time was determined to be 113amps
 It is not confirmed that this would be the total load because the distribution panel that you have has the capability of 800amps.
 The Generator provided can be connected with modifications to the existing generator and distribution panel.

Generator has to be re-tapped from 120/240 to 277/480
 Maximum amps 226amps
 Main breaker and generator has to be replaced from 700amps to 225amps
 Distribution panel will have to eliminate main breaker disconnect and substitute with 225amp breaker
 Keep in mind that the load test of 113amps is what we tested at on Thursday 2-11-2010
 This does not confirm that this is the total load of the distribution panel
 By downsizing to 225 amp main your distribution panel cannot exceed that 225amperage.

Scope of Work:

- (1) Re-tap generator from 120/240 to 277/480
- (2) Remove 700amp breaker from generator and replace with 225 amp breaker
- (3) Purchase and install 400amp disconnect with 225amp fuses
- (4) Install Automatic Transfer Switch that owners will provide
- (5) Install lugs on main buss
- (6) Run (4) four # 4/0 copper wire to new 400amp 3Phase 480 volts N-1 fused switch
- (7) Will mount and wire new Automatic Transfer Switch
- (8) Will run 20amp 120 volt circuit for heater on generator
- (9) Will run 120V 20amp circuit for battery charger for generator

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- (10) Will furnish and install all conduit and straps needed for project
- (11) Disconnect 800 amps circuit breaker
- (12) Generator to be set in place by owner,
- (13) We will bolt generator down to exterior concrete slab
- (14) We will perform start up and load test with proper generator fluids supplied by owners

Items not included:

- We will not furnish pad under generator
- We will not furnish diesel fuel for generator
- We will not furnish or install any fluids in generator such as radiator fluids or diesel oils

Total Cost \$27,000.00

Respectfully,

Mr. Lawrence Lucas
Lucas Construction Corporation
lucasconstcorp@bellsouth.net
www.lucasconstcorp.com
(504) 244-3398 Office
(504) 244-3298 Fax
(504)508-1720 Cell

2 52.212-04 **CONTRACT TERMS AND CONDITIONS--COMMERCIAL MARCH 2009**
ITEMS

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

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(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

- (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and

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all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made

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by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

3 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO FEBRUARY 2010**
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (6) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (7) [Reserved]

___x_ (8)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (9)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

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- ___ (11(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- _x_ (19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- _x_ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- x_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _x_ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (27)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).
- ___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___(29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___(ii) Alternate I (DEC 2007) of 52.223-16.
- _x_ (30) 52.225-01, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

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___ (31)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138.

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (32) 52.225-05, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (35) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

x (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009)

(xiii) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

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(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

4 WAGE RATES

WD 05-2233 (Rev.-11) was first posted on www.wdol.gov on 01/12/2010

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.: 2005-2233

Shirley F. Ebbesen | Division of | Revision No.: 11
 Director | Wage Determinations | Date Of Revision: 01/07/2010

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	12.86	
01012 - Accounting Clerk II	14.44	
01013 - Accounting Clerk III	16.15	
01020 - Administrative Assistant	21.77	
01040 - Court Reporter	19.08	
01051 - Data Entry Operator I	10.88	
01052 - Data Entry Operator II	12.64	
01060 - Dispatcher, Motor Vehicle	17.93	
01070 - Document Preparation Clerk	13.09	
01090 - Duplicating Machine Operator	13.09	
01111 - General Clerk I	11.35	
01112 - General Clerk II	12.39	
01113 - General Clerk III	14.07	
01120 - Housing Referral Assistant	19.89	
01141 - Messenger Courier	12.11	
01191 - Order Clerk I	10.91	
01192 - Order Clerk II	12.99	
01261 - Personnel Assistant (Employment) I	13.81	
01262 - Personnel Assistant (Employment) II	16.91	
01263 - Personnel Assistant (Employment) III	19.75	
01270 - Production Control Clerk	20.40	
01280 - Receptionist	9.89	
01290 - Rental Clerk	13.64	
01300 - Scheduler, Maintenance	15.96	
01311 - Secretary I	15.96	
01312 - Secretary II	17.72	

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01313 - Secretary III	19.89
01320 - Service Order Dispatcher	15.85
01410 - Supply Technician	21.77
01420 - Survey Worker	14.38
01531 - Travel Clerk I	12.16
01532 - Travel Clerk II	12.91
01533 - Travel Clerk III	13.62
01611 - Word Processor I	12.70
01612 - Word Processor II	15.07
01613 - Word Processor III	17.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.97
05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.70
07041 - Cook I	9.87
07042 - Cook II	11.48
07070 - Dishwasher	7.55
07130 - Food Service Worker	7.53
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	8.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.29
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	16.29
09090 - Furniture Refinisher Helper	12.05
09110 - Furniture Repairer, Minor	14.18
09130 - Upholsterer	16.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.14
11060 - Elevator Operator	8.91
11090 - Gardener	12.27
11122 - Housekeeping Aide	9.63
11150 - Janitor	8.91
11210 - Laborer, Grounds Maintenance	10.59
11240 - Maid or Houseman	8.67
11260 - Pruner	9.35
11270 - Tractor Operator	11.81
11330 - Trail Maintenance Worker	10.59
11360 - Window Cleaner	9.99
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.48
12012 - Certified Occupational Therapist Assistant	23.64
12015 - Certified Physical Therapist Assistant	21.80
12020 - Dental Assistant	12.76

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12025 - Dental Hygienist		29.85
12030 - EKG Technician		20.58
12035 - Electroneurodiagnostic Technologist		20.58
12040 - Emergency Medical Technician		15.04
12071 - Licensed Practical Nurse I		15.63
12072 - Licensed Practical Nurse II		17.48
12073 - Licensed Practical Nurse III		19.50
12100 - Medical Assistant		11.03
12130 - Medical Laboratory Technician		17.46
12160 - Medical Record Clerk		13.28
12190 - Medical Record Technician		16.38
12195 - Medical Transcriptionist		14.04
12210 - Nuclear Medicine Technologist		30.22
12221 - Nursing Assistant I		9.83
12222 - Nursing Assistant II		11.05
12223 - Nursing Assistant III		12.06
12224 - Nursing Assistant IV		13.54
12235 - Optical Dispenser		14.76
12236 - Optical Technician		12.46
12250 - Pharmacy Technician		13.41
12280 - Phlebotomist		13.54
12305 - Radiologic Technologist		22.28
12311 - Registered Nurse I		23.79
12312 - Registered Nurse II		30.54
12313 - Registered Nurse II, Specialist		30.54
12314 - Registered Nurse III		36.95
12315 - Registered Nurse III, Anesthetist		36.95
12316 - Registered Nurse IV		44.29
12317 - Scheduler (Drug and Alcohol Testing)		19.86
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		18.40
13012 - Exhibits Specialist II		22.61
13013 - Exhibits Specialist III		27.58
13041 - Illustrator I		18.40
13042 - Illustrator II		22.61
13043 - Illustrator III		27.58
13047 - Librarian		23.47
13050 - Library Aide/Clerk		13.00
13054 - Library Information Technology Systems Administrator		21.18
13058 - Library Technician		14.21
13061 - Media Specialist I		15.29
13062 - Media Specialist II		17.10
13063 - Media Specialist III		19.07
13071 - Photographer I		14.95
13072 - Photographer II		17.10
13073 - Photographer III		21.18
13074 - Photographer IV		25.92
13075 - Photographer V		31.36
13110 - Video Teleconference Technician		17.74
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.02
14042 - Computer Operator II		16.80
14043 - Computer Operator III		18.74
14044 - Computer Operator IV		20.81
14045 - Computer Operator V		23.06
14071 - Computer Programmer I	(see 1)	21.09
14072 - Computer Programmer II	(see 1)	23.21
14073 - Computer Programmer III	(see 1)	

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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		15.02
14160 - Personal Computer Support Technician		20.81
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		25.55
15020 - Aircrew Training Devices Instructor (Rated)		33.42
15030 - Air Crew Training Devices Instructor (Pilot)		37.06
15050 - Computer Based Training Specialist / Instructor		25.56
15060 - Educational Technologist		21.49
15070 - Flight Instructor (Pilot)		37.06
15080 - Graphic Artist		19.58
15090 - Technical Instructor		18.81
15095 - Technical Instructor/Course Developer		23.02
15110 - Test Proctor		15.17
15120 - Tutor		15.17
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.70
16030 - Counter Attendant		8.70
16040 - Dry Cleaner		11.11
16070 - Finisher, Flatwork, Machine		8.70
16090 - Presser, Hand		8.70
16110 - Presser, Machine, Drycleaning		8.70
16130 - Presser, Machine, Shirts		8.70
16160 - Presser, Machine, Wearing Apparel, Laundry		8.70
16190 - Sewing Machine Operator		11.92
16220 - Tailor		12.73
16250 - Washer, Machine		9.50
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.00
19040 - Tool And Die Maker		23.18
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.56
21030 - Material Coordinator		20.63
21040 - Material Expediter		20.63
21050 - Material Handling Laborer		14.29
21071 - Order Filler		10.32
21080 - Production Line Worker (Food Processing)		13.56
21110 - Shipping Packer		12.77
21130 - Shipping/Receiving Clerk		12.77
21140 - Store Worker I		8.77
21150 - Stock Clerk		12.98
21210 - Tools And Parts Attendant		13.56
21410 - Warehouse Specialist		13.56
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.40
23021 - Aircraft Mechanic I		22.35
23022 - Aircraft Mechanic II		23.40
23023 - Aircraft Mechanic III		24.45
23040 - Aircraft Mechanic Helper		15.63
23050 - Aircraft, Painter		17.35
23060 - Aircraft Servicer		18.39
23080 - Aircraft Worker		19.78
23110 - Appliance Mechanic		17.08
23120 - Bicycle Repairer		11.51
23125 - Cable Splicer		21.12
23130 - Carpenter, Maintenance		17.28

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23140 - Carpet Layer	16.47	
23160 - Electrician, Maintenance	20.53	
23181 - Electronics Technician Maintenance I	23.27	
23182 - Electronics Technician Maintenance II	24.50	
23183 - Electronics Technician Maintenance III	25.94	
23260 - Fabric Worker	13.84	
23290 - Fire Alarm System Mechanic	18.17	
23310 - Fire Extinguisher Repairer	14.30	
23311 - Fuel Distribution System Mechanic	21.01	
23312 - Fuel Distribution System Operator	15.50	
23370 - General Maintenance Worker	15.18	
23380 - Ground Support Equipment Mechanic	22.35	
23381 - Ground Support Equipment Servicer	18.39	
23382 - Ground Support Equipment Worker	19.78	
23391 - Gunsmith I	14.30	
23392 - Gunsmith II	16.83	
23393 - Gunsmith III	19.39	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.50	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.70	
23430 - Heavy Equipment Mechanic	18.40	
23440 - Heavy Equipment Operator	17.76	
23460 - Instrument Mechanic	20.70	
23465 - Laboratory/Shelter Mechanic	18.10	
23470 - Laborer	10.44	
23510 - Locksmith	19.01	
23530 - Machinery Maintenance Mechanic	20.93	
23550 - Machinist, Maintenance	20.88	
23580 - Maintenance Trades Helper	12.05	
23591 - Metrology Technician I	20.70	
23592 - Metrology Technician II	21.74	
23593 - Metrology Technician III	22.83	
23640 - Millwright	23.61	
23710 - Office Appliance Repairer	17.50	
23760 - Painter, Maintenance	17.28	
23790 - Pipefitter, Maintenance	19.59	
23810 - Plumber, Maintenance	18.53	
23820 - Pneudraulic Systems Mechanic	19.39	
23850 - Rigger	18.57	
23870 - Scale Mechanic	16.83	
23890 - Sheet-Metal Worker, Maintenance	18.57	
23910 - Small Engine Mechanic	15.93	
23931 - Telecommunications Mechanic I	20.95	
23932 - Telecommunications Mechanic II	22.04	
23950 - Telephone Lineman	20.06	
23960 - Welder, Combination, Maintenance	17.56	
23965 - Well Driller	19.39	
23970 - Woodcraft Worker	19.39	
23980 - Woodworker	15.39	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.82	
24580 - Child Care Center Clerk	12.73	
24610 - Chore Aide	7.62	
24620 - Family Readiness And Support Services Coordinator	11.85	
24630 - Homemaker	14.78	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	17.40	

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25040 - Sewage Plant Operator	16.29	
25070 - Stationary Engineer	18.50	
25190 - Ventilation Equipment Tender	13.02	
25210 - Water Treatment Plant Operator	16.29	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	13.71	
27007 - Baggage Inspector	9.55	
27008 - Corrections Officer	13.16	
27010 - Court Security Officer	14.64	
27030 - Detection Dog Handler	13.71	
27040 - Detention Officer	13.16	
27070 - Firefighter	13.75	
27101 - Guard I	9.55	
27102 - Guard II	13.71	
27131 - Police Officer I	16.67	
27132 - Police Officer II	18.52	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.28	
28042 - Carnival Equipment Repairer	11.19	
28043 - Carnival Equipment Worker	7.56	
28210 - Gate Attendant/Gate Tender	12.73	
28310 - Lifeguard	11.01	
28350 - Park Attendant (Aide)	14.24	
28510 - Recreation Aide/Health Facility Attendant	10.20	
28515 - Recreation Specialist	13.42	
28630 - Sports Official	11.34	
28690 - Swimming Pool Operator	14.73	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	17.42	
29020 - Hatch Tender	18.68	
29030 - Line Handler	18.68	
29041 - Stevedore I	16.32	
29042 - Stevedore II	18.74	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69	
30021 - Archeological Technician I	16.32	
30022 - Archeological Technician II	18.20	
30023 - Archeological Technician III	24.63	
30030 - Cartographic Technician	26.20	
30040 - Civil Engineering Technician	21.48	
30061 - Drafter/CAD Operator I	18.91	
30062 - Drafter/CAD Operator II	21.36	
30063 - Drafter/CAD Operator III	23.61	
30064 - Drafter/CAD Operator IV	28.34	
30081 - Engineering Technician I	15.91	
30082 - Engineering Technician II	17.85	
30083 - Engineering Technician III	19.97	
30084 - Engineering Technician IV	24.74	
30085 - Engineering Technician V	30.27	
30086 - Engineering Technician VI	35.83	
30090 - Environmental Technician	22.92	
30210 - Laboratory Technician	21.81	
30240 - Mathematical Technician	26.46	
30361 - Paralegal/Legal Assistant I	18.76	
30362 - Paralegal/Legal Assistant II	24.50	
30363 - Paralegal/Legal Assistant III	29.98	
30364 - Paralegal/Legal Assistant IV	36.27	

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30390 - Photo-Optics Technician	26.46
30461 - Technical Writer I	20.56
30462 - Technical Writer II	25.15
30463 - Technical Writer III	32.00
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.55
30621 - Weather Observer, Senior	(see 2) 23.96
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.00
31030 - Bus Driver	13.80
31043 - Driver Courier	12.64
31260 - Parking and Lot Attendant	8.01
31290 - Shuttle Bus Driver	13.79
31310 - Taxi Driver	9.85
31361 - Truckdriver, Light	13.79
31362 - Truckdriver, Medium	15.10
31363 - Truckdriver, Heavy	16.36
31364 - Truckdriver, Tractor-Trailer	16.36
99000 - Miscellaneous Occupations	
99030 - Cashier	8.53
99050 - Desk Clerk	9.70
99095 - Embalmer	19.16
99251 - Laboratory Animal Caretaker I	9.26
99252 - Laboratory Animal Caretaker II	10.18
99310 - Mortician	27.18
99410 - Pest Controller	12.89
99510 - Photofinishing Worker	12.47
99710 - Recycling Laborer	12.69
99711 - Recycling Specialist	16.24
99730 - Refuse Collector	11.57
99810 - Sales Clerk	11.60
99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	21.27
99831 - Surveying Aide	15.72
99832 - Surveying Technician	19.33
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	15.39
99842 - Vending Machine Repairer Helper	12.18

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: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 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)

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HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, 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 4174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

- 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 ordnance, 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 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.

**** 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

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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/>.

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

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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 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.

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SECTION I -- CONTRACT CLAUSES

I.1 52.243-01 CHANGES--FIXED PRICE (AUG 1987) - ALTERNATE I APRIL 1984 ALT I

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.2 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

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

<http://acquisition.gov/far/current/html/FARTOCP52.html>