

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/11/2008	2. CONTRACT NO. (If any)	6. SHIP TO: Sujit Mukherjee		
3. ORDER NO. DTMA4V08015	4. REQUISITION/REFERENCE NO. PRWR0800051	a. NAME OF CONSIGNEE DOT/Maritime Administration, WR Operations		
5. ISSUING OFFICE (Address correspondence to) DOT/Maritime Administration, WR Acquisition 201 Mission Street, Suite 1800 San Francisco CA 94105-1905		b. STREET ADDRESS GOLDEN BEAR		
		c. CITY VALLEJO	d. STATE CA	e. ZIP CODE
7. TO:		f. SHIP VIA		
a. NAME OF CONTRACTOR DUNS# 790850317		8. TYPE OF ORDER		
b. COMPANY NAME POWERHOUSE DIESEL SERVICES, INCORPORATED		<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.		
c. STREET ADDRESS 4700 E. 2ND STREET		<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 Benicia	e. STATE CA	f. ZIP CODE 94510-1012		
9. ACCOUNTING AND APPROPRIATION DATA - 2008 - 70X - 1750000 - 1 - 20 - - SMJ107 - 0 - - 00001600 - 00 - - 25431 - 6100 - 6600 -		10. REQUISITIONING OFFICE		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
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		12/02/2008		

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)
	21. MAIL INVOICE TO: Susan Wong				
	a. NAME DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City				
	b. STREET ADDRESS (or P.O. Box) MARAD A/P WR Invoices Branch, AMZ-150 PO Box 25710,				
	c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125		17(i) GRAND TOTAL \$30,800.00

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Patricia L. Etridge 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 09/11/2008	CONTRACT NO.	ORDER NO. DTMA4V08015
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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	<p><i>PRWR0800051</i> <i>DELIVERY 12/02/08</i></p> <p>GLD 08 DIESEL ENGINE CYLINDER HEAD OVERHAUL</p> <p>THE PURPOSE OF THIS PROJECT IS TO PROVIDE TECHNICAL AND SERVICES AS PER ATTACHED SOW.</p> <p>THE COTR ASSIGNED TO THIS CONTRACT IS SUJIT MUKHERJEE, MARAD MARINE SURVEYOR 415-744-0273. COORDINATE WITH BILL DAVIDSON, CHIEF ENGINEER AT 707-654-1378 THE DELIVERY TO THE T.S. GOLDEN BEAR OF THE FOUR (4) CYLINDER HEADS RECONDITIONED AND SERVICED BY 12/02/08.</p> <table border="0"> <tr> <td><i>Delivery Date</i></td> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>12/02/2008</td> <td>09/11/2008</td> <td>12/02/2008</td> </tr> </table> <p>Reference Requisition: PRWR0800051 <i>DIST: VENDOR/COTR/CO/FCO</i> <i>DUNS# 790850317</i></p>	<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>	12/02/2008	09/11/2008	12/02/2008	1.00	LOT	30,800.000	30,800.00	
<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>										
12/02/2008	09/11/2008	12/02/2008										

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$30,800.00

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COMMERCIAL CLAUSES

1 STATEMENT OF WORK

PRWR0800051

ENTERPRISE R5 16V CYLINDER HEAD RECONDITIONING

ABSTRACT

This item describes the inspection and reconditioning of Enterprise R5 Main Engine cylinder heads with cracked valve seats and wasted seating surfaces.

REFERENCES

Technical manuals for Enterprise Engines.

ITEM LOCATION / DESCRIPTION

Item Location: Marad Alameda warehouse, contractor's facility, and vessel.

Item description: Reconditioning and NDT of 4 Main Engine cylinder heads.

GOVERNMENT FURNISHED EQUIPMENT / MATERIAL / SERVICES:

4 Main Engine cylinder heads with cracked valve seats removed during previous cylinder overhauls.

STATEMENT OF WORK

Provide the services of an Enterprise certified technician/lead man to oversee all contract work and testing cited in this CLIN. Award vendor may use his own labor force to complete the work cited in the specification provided that the lead man is on site for testing.

Furnish labor, material, and equipment to accomplish the following. Note: All parts and materials to be contractor supplied unless called out otherwise in specification. All parts and materials shall be OEM or equivalent pre-approved by COTR. All tolerances and limits referred to in this overhaul specification shall be defined as those that the OEM delineates as "suitable for reuse or reassembly" or "acceptable" in the Enterprise Maintenance and Repair manual for these engines except in areas where material renewal & reconditioning is called out. These "reconditioned & renewed" tolerances and limits shall be those the OEM describes as "as new" or "as delivered". Unless specifically referred to in this specification, in no case shall the contractor deliver reports call out tolerances as "out of spec" when within the "suitable for reuse" tolerance.

INITIAL INSPECTION AND PLANNING

Contractor shall prior to or upon receipt and initial inspection of cylinder heads at contractor's facility provide Chief Engineer, COTR with a repair proposal and procedure suitable for submittal to vessel's ABS Surveyor. Contractor shall inform Chief Engineer 48 hours in advance of all agreed upon inspections to allow for scheduling of ABS surveyor if required. Contractor is not responsible for surveyor fees, but must make every effort to minimize required surveyor visits by scheduling multiple inspections whenever possible.

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CYLINDER HEADS

On all four (4) cylinder heads previously detached from engine, arrange with vessel and Marad for pick-up at Alameda warehouse and transport to contractor's facility to perform the following service and inspections:

Completely disassemble and clean each cover detaching valve gear, etc. Check fire-decks, and valve seats for cracks using either dye penetrant or magnetic particle method.

Provide as found report to COTR and Chief Engineer with any additional recommendations for cylinder heads to continue with service as per specification. Particular attention shall be given to cylinder seating surface for possible re-establishing tolerance in way of head gasket surfaces.

On those cylinder heads accepted to proceed with repairs, perform the following meeting or exceeding OEM repair procedures for valve seat renewal:

Grind intake and exhaust valves seats to allow for re-welding and re-machining to bring back to within manufacturer's original tolerances. Take and record all cylinder cover clearances as per manufacturer's Inspection and Maintenance Records.

Using an approved OEM procedure or equal approved by COTR replace base metal and satellite seat material using approved welding procedure and heat treatment. Machine satellite seats back to within manufacturer's original tolerance.

Grind and clean surfaces for start air valve seat and injector seat.

ABS surveyor to witness above inspections as required. Provide all readings to Chief Engineer and include in final report.

Deliver cylinder heads reconditioned and serviced to vessel or Marad warehouse as designated by COTR. All heads shall be tagged or etched with repair date and report number, have a light coating of anti-corrosion oil and be wrapped with plastic sheeting.

DELIVERY INSPECTIONS

Provide 2 final typewritten copies to Chief Engineer of all measurements, clearances and readings taken during work this item in manufacturer's format as per Inspection and Maintenance Record of service manual within 14 days of contract completion. This report shall include serial numbers of all cylinder heads, etc.

ENGINE DATA

MODEL R5-V16
 SERIAL NUMBERS 85008-3127, 85008-3128 - Hull 4667
 FUEL MARINE DIESEL
 TYPE INSTALLATION MARINE MAIN PROPULSION
 CONFIGURATION 45 Degrees VEE
 NUMBER OF CYLINDERS 16
 BORE 17 INCHES
 STROKE 21 INCHES
 CYCLE FOUR STROKE
 BMEP 252 PSI
 RATED HORSEPOWER 12,500
 RATED SPEED 514 RPM
 DISPLACEMENT PER CYLINDER 4,766 CUBIC INCHES
 TOTAL DISPLACEMENT 76,266 CUBIC INCHES

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2 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL FEBRUARY 2007
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.

(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

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(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.

(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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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

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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 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; 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; and (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.

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(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 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 JUNE 2008**
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) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 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:

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

___ (3) 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).

___ (4) [Reserved]

___ (5)(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.

___ (6)(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.

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

X (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(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.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.

___ (12) 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).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

X (16) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

X (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (20) 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).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (22) 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).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

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___ (25)(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)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___(27)(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 (28) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (29)(i)52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.

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

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

___ (30) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 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).

___ (32) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (33) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (34) 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)).

___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (39) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (40)(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.]

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___ (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) (NOV 2006) (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 (Feb 2002) (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 (NOV 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

(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 (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, 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.

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

(iii) 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).

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

- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).
- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 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.).
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (xI) 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 DETERMINATION - SOLANO

WD 05-2069 (Rev.-4) was first posted on www.wdol.gov on 08/07/2007

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
 William W. Gross | Division of | Revision No.: 4
 Director | Wage Determinations | Date Of Revision: 07/31/2007

State: California

Area: California Counties of Napa, Solano, Sonoma

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.94
01012 - Accounting Clerk II	17.89
01013 - Accounting Clerk III	20.57
01020 - Administrative Assistant	28.23

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01040 - Court Reporter	20.08
01051 - Data Entry Operator I	15.38
01052 - Data Entry Operator II	16.78
01060 - Dispatcher, Motor Vehicle	22.99
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	25.41
01141 - Messenger Courier	11.87
01191 - Order Clerk I	14.92
01192 - Order Clerk II	17.02
01261 - Personnel Assistant (Employment) I	17.99
01262 - Personnel Assistant (Employment) II	20.13
01263 - Personnel Assistant (Employment) III	22.74
01270 - Production Control Clerk	23.92
01280 - Receptionist	16.24
01290 - Rental Clerk	14.77
01300 - Scheduler, Maintenance	18.62
01311 - Secretary I	20.35
01312 - Secretary II	22.94
01313 - Secretary III	27.33
01320 - Service Order Dispatcher	17.88
01410 - Supply Technician	28.23
01420 - Survey Worker	19.15
01531 - Travel Clerk I	12.16
01532 - Travel Clerk II	14.31
01533 - Travel Clerk III	14.31
01611 - Word Processor I	19.77
01612 - Word Processor II	22.19
01613 - Word Processor III	24.83
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.04
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	13.14
07041 - Cook I	14.63
07042 - Cook II	16.08
07070 - Dishwasher	10.27

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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	19.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.38
11060 - Elevator Operator	10.60
11090 - Gardener	18.47
11122 - Housekeeping Aide	13.93
11150 - Janitor	13.23
11210 - Laborer, Grounds Maintenance	16.81
11240 - Maid or Houseman	12.54
11260 - Pruner	15.11
11270 - Tractor Operator	18.49
11330 - Trail Maintenance Worker	16.81
11360 - Window Cleaner	14.29
12000 - Health Occupations	
12010 - Ambulance Driver	17.53
12011 - Breath Alcohol Technician	17.53
12012 - Certified Occupational Therapist Assistant	23.44
12015 - Certified Physical Therapist Assistant	22.06
12020 - Dental Assistant	19.34
12025 - Dental Hygienist	44.04
12030 - EKG Technician	36.73
12035 - Electroneurodiagnostic Technologist	36.73
12040 - Emergency Medical Technician	17.53
12071 - Licensed Practical Nurse I	16.13
12072 - Licensed Practical Nurse II	18.10
12073 - Licensed Practical Nurse III	20.24
12100 - Medical Assistant	17.80
12130 - Medical Laboratory Technician	18.07
12160 - Medical Record Clerk	18.07
12190 - Medical Record Technician	19.82
12195 - Medical Transcriptionist	18.07
12210 - Nuclear Medicine Technologist	42.03
12221 - Nursing Assistant I	12.93
12222 - Nursing Assistant II	14.53
12223 - Nursing Assistant III	15.85
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	13.86
12236 - Optical Technician	12.37
12250 - Pharmacy Technician	18.28
12280 - Phlebotomist	17.61
12305 - Radiologic Technologist	29.00
12311 - Registered Nurse I	26.84
12312 - Registered Nurse II	32.84
12313 - Registered Nurse II, Specialist	32.84

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12314 - Registered Nurse III	39.77	
12315 - Registered Nurse III, Anesthetist	39.77	
12316 - Registered Nurse IV	47.60	
12317 - Scheduler (Drug and Alcohol Testing)	28.39	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	18.10	
13012 - Exhibits Specialist II	25.66	
13013 - Exhibits Specialist III	31.39	
13041 - Illustrator I	19.71	
13042 - Illustrator II	25.66	
13043 - Illustrator III	31.39	
13047 - Librarian	31.14	
13050 - Library Aide/Clerk	20.80	
13054 - Library Information Technology Systems Administrator	28.12	
13058 - Library Technician	20.56	
13061 - Media Specialist I	18.79	
13062 - Media Specialist II	22.08	
13063 - Media Specialist III	24.63	
13071 - Photographer I	14.59	
13072 - Photographer II	16.29	
13073 - Photographer III	20.75	
13074 - Photographer IV	24.71	
13075 - Photographer V	29.90	
13110 - Video Teleconference Technician	19.73	
14000 - Information Technology Occupations		
14041 - Computer Operator I	19.17	
14042 - Computer Operator II	21.45	
14043 - Computer Operator III	23.92	
14044 - Computer Operator IV	26.00	
14045 - Computer Operator V	27.62	
14071 - Computer Programmer I (1)	22.01	
14072 - Computer Programmer II (1)	27.62	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	19.17	
14160 - Personal Computer Support Technician	26.00	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.07	
15020 - Aircrew Training Devices Instructor (Rated)	38.80	
15030 - Air Crew Training Devices Instructor (Pilot)	42.68	
15050 - Computer Based Training Specialist / Instructor	35.41	
15060 - Educational Technologist	31.57	
15070 - Flight Instructor (Pilot)	42.68	
15080 - Graphic Artist	24.97	
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	8.91	

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16030 - Counter Attendant	8.91	
16040 - Dry Cleaner	11.63	
16070 - Finisher, Flatwork, Machine	8.91	
16090 - Presser, Hand	8.91	
16110 - Presser, Machine, Drycleaning	8.91	
16130 - Presser, Machine, Shirts	8.91	
16160 - Presser, Machine, Wearing Apparel, Laundry	8.91	
16190 - Sewing Machine Operator	12.54	
16220 - Tailor	13.43	
16250 - Washer, Machine	9.84	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	23.17	
19040 - Tool And Die Maker	27.49	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.78	
21030 - Material Coordinator	23.54	
21040 - Material Expediter	23.54	
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	13.09	
21150 - Stock Clerk	18.01	
21210 - Tools And Parts Attendant	17.78	
21410 - Warehouse Specialist	17.78	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	26.42	
23021 - Aircraft Mechanic I	25.14	
23022 - Aircraft Mechanic II	26.42	
23023 - Aircraft Mechanic III	27.54	
23040 - Aircraft Mechanic Helper	18.36	
23050 - Aircraft, Painter	23.49	
23060 - Aircraft Servicer	21.26	
23080 - Aircraft Worker	22.55	
23110 - Appliance Mechanic	23.52	
23120 - Bicycle Repairer	15.12	
23125 - Cable Splicer	23.31	
23130 - Carpenter, Maintenance	24.48	
23140 - Carpet Layer	23.21	
23160 - Electrician, Maintenance	31.67	
23181 - Electronics Technician Maintenance I	25.70	
23182 - Electronics Technician Maintenance II	27.17	
23183 - Electronics Technician Maintenance III	28.66	
23260 - Fabric Worker	19.71	
23290 - Fire Alarm System Mechanic	22.84	
23310 - Fire Extinguisher Repairer	18.43	
23311 - Fuel Distribution System Mechanic	25.85	
23312 - Fuel Distribution System Operator	20.44	
23370 - General Maintenance Worker	19.34	
23380 - Ground Support Equipment Mechanic	25.14	
23381 - Ground Support Equipment Servicer	21.26	
23382 - Ground Support Equipment Worker	22.55	

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23391 - Gunsmith I	18.43	
23392 - Gunsmith II	20.91	
23393 - Gunsmith III	23.31	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		21.69
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		
22.79		
23430 - Heavy Equipment Mechanic	24.40	
23440 - Heavy Equipment Operator	25.75	
23460 - Instrument Mechanic	27.63	
23465 - Laboratory/Shelter Mechanic	22.11	
23470 - Laborer	14.76	
23510 - Locksmith	19.81	
23530 - Machinery Maintenance Mechanic		25.36
23550 - Machinist, Maintenance	26.47	
23580 - Maintenance Trades Helper	15.78	
23591 - Metrology Technician I	27.63	
23592 - Metrology Technician II	29.04	
23593 - Metrology Technician III	30.59	
23640 - Millwright	23.31	
23710 - Office Appliance Repairer	21.66	
23760 - Painter, Maintenance	20.02	
23790 - Pipefitter, Maintenance	22.92	
23810 - Plumber, Maintenance	21.36	
23820 - Pneudraulic Systems Mechanic	23.31	
23850 - Rigger	23.31	
23870 - Scale Mechanic	20.91	
23890 - Sheet-Metal Worker, Maintenance	22.86	
23910 - Small Engine Mechanic	20.91	
23931 - Telecommunications Mechanic I	24.51	
23932 - Telecommunications Mechanic II	25.76	
23950 - Telephone Lineman	24.80	
23960 - Welder, Combination, Maintenance	20.68	
23965 - Well Driller	23.31	
23970 - Woodcraft Worker	23.31	
23980 - Woodworker	16.96	
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		15.75
24630 - Homemaker	19.03	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	33.19	
25040 - Sewage Plant Operator	25.74	
25070 - Stationary Engineer	33.19	
25190 - Ventilation Equipment Tender	22.48	
25210 - Water Treatment Plant Operator	25.74	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	15.54	
27007 - Baggage Inspector	12.67	
27008 - Corrections Officer	31.73	
27010 - Court Security Officer	32.79	
27030 - Detection Dog Handler	15.888	

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27040 - Detention Officer	32.37	
27070 - Firefighter	29.02	
27101 - Guard I	12.67	
27102 - Guard II	15.88	
27131 - Police Officer I	38.75	
27132 - Police Officer II	43.05	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.09	
28042 - Carnival Equipment Repairer	13.81	
28043 - Carnival Equipment Worker	10.58	
28210 - Gate Attendant/Gate Tender	14.30	
28310 - Lifeguard	12.74	
28350 - Park Attendant (Aide)	16.00	
28510 - Recreation Aide/Health Facility Attendant	11.68	
28515 - Recreation Specialist	16.85	
28630 - Sports Official	12.74	
28690 - Swimming Pool Operator	17.59	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	20.32	
29020 - Hatch Tender	20.32	
29030 - Line Handler	20.32	
29041 - Stevedore I	19.81	
29042 - Stevedore II	21.16	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	38.15	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26.30	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.97	
30021 - Archeological Technician I	18.85	
30022 - Archeological Technician II	25.12	
30023 - Archeological Technician III	31.32	
30030 - Cartographic Technician	31.32	
30040 - Civil Engineering Technician	26.28	
30061 - Drafter/CAD Operator I	22.47	
30062 - Drafter/CAD Operator II	25.14	
30063 - Drafter/CAD Operator III	28.03	
30064 - Drafter/CAD Operator IV	31.80	
30081 - Engineering Technician I	17.24	
30082 - Engineering Technician II	19.35	
30083 - Engineering Technician III	21.65	
30084 - Engineering Technician IV	26.82	
30085 - Engineering Technician V	32.80	
30086 - Engineering Technician VI	39.69	
30090 - Environmental Technician	25.12	
30210 - Laboratory Technician	21.15	
30240 - Mathematical Technician	28.91	
30361 - Paralegal/Legal Assistant I	18.62	
30362 - Paralegal/Legal Assistant II	25.66	
30363 - Paralegal/Legal Assistant III	31.39	
30364 - Paralegal/Legal Assistant IV	37.98	
30390 - Photo-Optics Technician	28.11	
30461 - Technical Writer I?????	23.98	
30462 - Technical Writer II	29.34	
30463 - Technical Writer III	32.03	

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30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.32
30621 - Weather Observer, Senior (2)	25.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.59
31030 - Bus Driver	16.11
31043 - Driver Courier	15.80
31260 - Parking and Lot Attendant	11.51
31290 - Shuttle Bus Driver	17.10
31310 - Taxi Driver	14.22
31361 - Truckdriver, Light	17.10
31362 - Truckdriver, Medium	17.95
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	23.54
99251 - Laboratory Animal Caretaker I	12.00
99252 - Laboratory Animal Caretaker II? ?	12.99
99310 - Mortician	25.89
99410 - Pest Controller	19.24
99510 - Photofinishing Worker	13.60
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	18.38
99730 - Refuse Collector	14.85
99810 - Sales Clerk	13.05
99820 - School Crossing Guard	11.62
99830 - Survey Party Chief	34.72
99831 - Surveying Aide	16.53
99832 - Surveying Technician	22.67
99840 - Vending Machine Attendant	13.22
99841 - Vending Machine Repairer	15.32
99842 - Vending Machine Repairer Helper	13.32

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 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

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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)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 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.

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 ****

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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/>.

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

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occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 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.

5 INVOICE SUBMISSION - DPO

INVOICE SUBMISSION - MARAD DPO

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADWRInvoices@dot.gov

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the contract/purchase order number and invoice number.

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c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P WR Invoices Branch
AMZ-150
PO Box 25710
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P WR Invoices Branch
AMZ-150
6500 S MacArthur Blvd.
Oklahoma City, OK 73169