


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 42	
2. CONTRACT NO. W91238-07-P-0073		3. AWARD/EFFECTIVE DATE 03-Apr-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET-ROOM 878 SACRAMENTO CA 95814-2922 TEL: FAX:		CODE W91238		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD: 10,500,00		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR TULARE COUNTY SHERIFF DEPT BILL WITTMAN 2404 W BURREL AVE VISALIA CA 93291 TEL. (209) 733-6353		CODE 1PG88		18a. PAYMENT WILL BE MADE BY USAED, FINANCE CENTER ATTN: CEFC-AO-P 5720 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE 00008	
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$39,592.70 EST	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						03-Apr-2007	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) NOELANI N HAAS / CONTRACTING OFFICER TEL: 916-557-7027 EMAIL: Noelani.N.Haas@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 42

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

APPROVED AS TO FORM:
COUNTY COUNSEL
[Signature] 4/18/07
Deputy

32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE 5/01/07	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE Allen Ishida, Chairman Tulare County Board of Supervisors		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 2800 W. Burrel Ave. Visalia, CA 93291		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 559-733-6271			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE Aishida@co.tulare.ca.us			
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$ EST
---------	-------------------	----------	------	------------	------------------

0001

LAW ENFORCEMENT -SUCCESS LAKE

FP-PPR

CONTRACTOR SHALL PROVIDE ALL LABOR MATERIALS, EQUIPMENT, SUPERVISION, SUPPLIES. TRANSPORTATION NECESSARY TO PROVIDE LAW ENFORCEMENT SERVICES FOR SUCESS LAKE, PORTERVILLE, CA. TO INCLUDE; ROCKY HILL RECREATION AREAS, PERIMETER OF LAKE AND WHEN NECESSARY LAKE SURFACE. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE WAGE RATES, PROVISIONS AND CLAUSES, AND STATEMENT OF WORK DATED 22 JANUARY 2007. POINT OF CONTACT AT SUCCESS LAKE IS CALVIN FOSTER (559) 784- 0215. PERFORMANCE OF BASE YEAR IS UPON AWARD 2007 - 30 SEPTEMBER 2007.

FOB: Destination

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0001AA

694

Hours

\$57.05

\$39,592.70 EST

LAW ENFORCEMENT - SUCCESS LAKE

FP-PPR

BASE YEAR

OPERATIONAL HOURS AND EXPENSES

FOB: Destination

MFR PART NR: S206

NET AMT	<hr/>	\$39,592.70 (EST.)
CEILING PRICE		\$0.00

ACRN AA

\$39,592.70

CIN: 00000000000000000000000000000000

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------------	----------	------	------------	--------

1001
OPTION

LAW ENFORCEMENT - SUCCESS LAKE

FP-PPR

OPTION YEAR ONE - 01 APRIL 2008 - 30 SEPTEMBER 2008

\$ EST

QUANTITIES AND PRICES WILL BE DETERMINED WHEN OPTION IS EXERCISED

CONTRACTOR SHALL PROVIDE ALL LABOR MATERIALS, EQUIPMENT, SUPERVISION, SUPPLIES. TRANSPORTATION NECESSARY TO PROVIDE LAW ENFORCEMENT SERVICES FOR SUCCESS LAKE, PORTERVILLE, CA. TO INCLUDE; ROCKY HILL RECREATION AREAS, PERIMETER OF LAKE AND WHEN NECESSARY LAKE SURFACE. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE WAGE RATES, PROVISIONS AND CLAUSES, AND STATEMENT OF WORK DATED 22 JANUARY 2007. POINT OF CONTACT AT SUCCESS LAKE IS CALVIN FOSTER (559) 784- 0215. PERFORMANCE OF BASE YEAR IS 1 APRIL 2008 - 30 SEPTEMBER 2008.

FOB: Destination

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

ITEM NO
1001AA
OPTION

SUPPLIES/SERVICES

QUANTITY

UNIT
Hours

UNIT PRICE

AMOUNT
\$ EST

LAW ENFORCEMENT - SUCCESS LAKE

FP-PPR

OPERATIONAL HOURS AND EXPENSES

FOB: Destination

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001					\$ EST
OPTION	LAW ENFORCEMENT - SUCCESS LAKE				
	FP-PPR				
	OPTION YEAR TWO - 01 APRIL 2009 - 30 SEPTEMBER 2009				

QUANTITIES AND PRICES WILL BE DETERMINED WHEN OPTION IS EXERCISED

CONTRACTOR SHALL PROVIDE ALL LABOR MATERIALS, EQUIPMENT, SUPERVISION, SUPPLIES. TRANSPORTATION NECESSARY TO PROVIDE LAW ENFORCEMENT SERVICES FOR SUCESS LAKE, PORTERVILLE, CA. TO INCLUDE; ROCKY HILL RECREATION AREAS, PERIMETER OF LAKE AND WHEN NECESSARY LAKE SURFACE. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE WAGE RATES, PROVISIONS AND CLAUSES, AND STATEMENT OF WORK DATED 22 JANUARY 2007. POINT OF CONTACT AT SUCCESS LAKE IS CALVIN FOSTER (559) 784- 0215. PERFORMANCE OF BASE YEAR IS 1 APRIL 2009 - 30 SEPTEMBER 2009.

FOB: Destination

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA			Hours		\$ EST
OPTION	LAW ENFORCEMENT - SUCCESS LAKE				
	FP-PPR				
	OPERATIONAL HOURS AND EXPENSES				
	FOB: Destination				

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001					\$ EST
OPTION	LAW ENFORCEMENT - SUCCESS LAKE				
	FP-PPR				
	OPTION YEAR THREE - 01 APRIL 2010 - 30 SEPTEMBER 2010				

QUANTITIES AND PRICES WILL BE DETERMINED WHEN OPTION IS EXERCISED

CONTRACTOR SHALL PROVIDE ALL LABOR MATERIALS, EQUIPMENT, SUPERVISION, SUPPLIES. TRANSPORTATION NECESSARY TO PROVIDE LAW ENFORCEMENT SERVICES FOR SUCESS LAKE, PORTERVILLE, CA. TO INCLUDE; ROCKY HILL RECREATION AREAS, PERIMETER OF LAKE AND WHEN NECESSARY LAKE SURFACE. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE WAGE RATES, PROVISIONS AND CLAUSES, AND STATEMENT OF WORK DATED 22 JANUARY 2007. POINT OF CONTACT AT SUCCESS LAKE IS CALVIN FOSTER (559) 784- 0215. PERFORMANCE OF BASE YEAR IS 1 APRIL 2010 - 30 SEPTEMBER 2010.

FOB: Destination

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA			Hours		\$ EST
OPTION	LAW ENFORCEMENT - SUCCESS LAKE				
	FP-PPR				
	OPERATIONAL HOURS AND EXPENSES				
	FOB: Destination				

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001					\$ EST
OPTION	LAW ENFORCEMENT - SUCCESS LAKE				
	FP-PPR				
	OPTION YEAR FOUR - 01 APRIL 2011 - 30 SEPTEMBER 2011				

QUANTITIES AND PRICES WILL BE DETERMINED WHEN OPTION IS EXERCISED

CONTRACTOR SHALL PROVIDE ALL LABOR MATERIALS, EQUIPMENT, SUPERVISION, SUPPLIES. TRANSPORTATION NECESSARY TO PROVIDE LAW ENFORCEMENT SERVICES FOR SUCESS LAKE, PORTERVILLE, CA. TO INCLUDE; ROCKY HILL RECREATION AREAS, PERIMETER OF LAKE AND WHEN NECESSARY LAKE SURFACE. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE WAGE RATES, PROVISIONS AND CLAUSES, AND STATEMENT OF WORK DATED 22 JANUARY 2007. POINT OF CONTACT AT SUCCESS LAKE IS CALVIN FOSTER (559) 784- 0215. PERFORMANCE OF BASE YEAR IS 1 APRIL 2011 - 30 SEPTEMBER 2011.

FOB: Destination

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA			Hours		\$ EST
OPTION	LAW ENFORCEMENT - SUCCESS LAKE				
	FP-PPR				
	OPERATIONAL HOURS AND EXPENSES				
	FOB: Destination				

NET AMT	<hr/>	\$ (EST.)
CEILING PRICE		\$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORK

Statement of Work

22 Jan 2007

Project: Additional law enforcement service to be provided for all Corps of Engineers lands to include; Tule, Rocky Hill Recreation Areas, perimeter of lake, and when necessary lake surface.

Normal law enforcement services provided by the Tulare County Sheriff's Office.

Purchase Order: **W91238-07-P-0073**

Points of Contact

Contractor

POC

Lt Robin Skiles

Lieutenant

Tulare County Sheriff's Dept.

Porterville Substation

559-782-4700

Corps of Engineers

Success Lake

POC

Calvin Foster

Area Manager/Acting Park Manager

PO Box 1072

Porterville, CA 93258

Ph: 559-784-0215

Calvin.Foster@usace.army.mil

Contractual POC

U.S. Army Corps of Engineers

Attn: CESPCK-CT-B (K. Clark - Services)

1325 J Street

Sacramento, CA 95814-2922

Kim.M.Clark@usace.army.mil

Ph: 916-557-6959 Fax: 916-557-7854

PART A – GENERAL REQUIREMENTS

Success Lake
Law Enforcement Service Agreement
With Tulare County
Plan of Operation

A. This plan made and entered into in accordance with Section 120 of the Water Resource Development Act of 1976 between the United States of America and County of Tulare for the provision for law enforcement services at Success Lake, Tulare County, California. Under the provision of Public Law 94-587, for enforcement of civil and criminal laws of the State and County on lands administered by the US Army Corps of Engineers, the following is agreed upon:

B. The normal scope of duty of the cooperator as used in this agreement is defined to include normal, emergency of unanticipated enforcement of civil and criminal laws of the state and local jurisdiction on Corps lands and waters without claim for reimbursement under this agreement.

C. Reimbursable Services Requested by the US Army Corps of Engineers - Success Lake

C.1. Assignment of one Deputy Sheriff to the Lake Success recreation areas commencing on or about 1 April 2007 and terminating not later than 30 September 2007 according to attached schedule of hours. The primary duties of this deputy will include answering calls for service, routine patrol, and investigation of criminal offenses occurring in Corps recreation, administration and wildlife management areas. This deputy shall be assigned a regular 8 to 10 hour shift excluding lunch breaks. Schedules are presented as beginning or ending at particular hours to allow scheduling of lunch breaks according to normal Tulare County practices.

C.2. SERVICE DAYS

C.2.1 Service days shall be Thursdays (*as needed*), Friday, Saturday, Sunday, Monday (*Holiday*) for the months of April through September. A typical schedule will be:

Thursdays (*as needed*) 14:00 – 22:00
Fridays 15:00 – 23:00 (*12:00 – 24:00 on Holidays*)
Saturday 15:00 – 23:00 (*12:00 – 24:00 on Holidays*)
Sunday 14:00 – 22:00 (*12:00 – 24:00 on Holidays*)
Monday 12:00 – 22:00

C.2.2 All schedules shown are typical and may be changed by mutual agreement between the Park Manager and the Station Commander.

C.2.3 Total hours for additional law enforcement services are as follows: Begin and ending on or about:

MONTH	NUMBER OF HOURS
April	104
May	176
June	136
July	136
August	108
September	34
TOTAL	694

D.1. Hourly rate includes all operation expenses

D.2. For services in Section II - A, B the Corps reimbursement will be based on an itemized bill furnished at the end of each calendar month to the Park Manager along with certification that the services have been performed and specific hours charged by position. Total allocation for services shall not exceed the contract award price. The responsibility for tracking positions and actual hours worked shall be the responsibility of Tulare County. Tracking shall be included on monthly bill submitted.

D.3. The government shall be billed only for hours directly related to service for Success Lake. If the deputy is pulled from service to Success Lake for any reason those hours shall be the responsibility of Tulare County and not charged against this agreement.

(May be mailed or emailed to the following individuals):

PART E - REPORTING REQUIREMENTS

E.1. EXPOSURE DATA. Tulare County will submit a Safety Exposure Report, CESP Form 94, to the Park Manager with each service invoice. A master copy of Form 94 is provided in **Appendix A**. Failure to submit Form 94 by the due date may delay payment for services performed. Negative reports are required.

E.2. HAZARD ANALYSIS. Tulare County will submit a Job Safety Hazard Analysis on all phases of the work to be performed prior to the start of service. A sample format is shown in **Appendix B**.

E.3. ACCIDENT RECORDS. Tulare County will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies, and equipment incidental to work performed under this contract. Medical expenses of Sheriff's Deputies are the responsibility of Tulare County.

Authorities/Technical Direction

The Contractor shall take no direction from any Government employee or any other person other than the Government Contracting Officer that changes the terms and conditions of this contract action, the scope, or any change that impacts the cost, price or schedule. Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract action received by the Contractor before the Contractor will act upon those changes. The Contractor will comply with the Changes clause of this contract when the contractor believes direction has been given from persons other than the Government Contracting Officer that equate to a change by notifying the Contractor Officer as directed by the clause. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. Contracting Officer Representatives (CORs) are limited to the authorities stated in the COR appointment letters. If a COR is appointed under this contract, they will be appointed by written letter from the Contracting Officer to the Contractor and COR specific to this contract only. COR appointment letters from previous contracts at this installation are not valid for this contract.

INVOICING AND PAYMENT

a. Invoices for payment shall be submitted upon completion of tasks as outlines in the pricing/payment schedule. Invoices shall include all necessary information, including any necessary supporting documentation and shall be submitted to:

Original invoice **WITHOUT** additional information or supporting documentation:

(Must be mailed:)
Finance Center
Attn: CEFC_AO_P
5720 Integrity Dr.
Millington, TN 38054-5005

One copy each of Invoice **WITH** all required information including any necessary supporting documentation:

(May be mailed or emailed to the following individuals):

U.S. Army Corps of Engineers
Attn: Mr. Calvin Foster, Area Manager/Acting Park Manager, Success Lake
PO Box 1072
Porterville, CA 93257
Calvin.Foster@usace.army.mil
Ph: 559-784-0215

U.S. Army Corps of Engineers
Attn: CESPCK-CT-B (Contract Specialist - Services – Kim Clark
1325 J Street
Sacramento, CA 95814-2922
Kim.M.Clark@usace.army.mil
Ph: 916/557-6959 Fax: 916/557-7854

NOTE: All invoices must reflect the Contract number, Task Order, or BPA Call number and the final invoice must be marked “FINAL”.

b. Contract Payments. The Government shall pay the Contractor upon submission of Proper invoices for the services delivered and accepted for the portion of the work actually performed under the contract. Payment shall be made as indicated in the contract’s Payment Schedule not on percentage of completion. Deliverables as defined in the Payment Schedule of the contract must be accepted by the Government before payment will be made.

c. Estimated Quantity Line Items: All Line Items with quantities are estimated-quantity line items. The quantities are estimated amounts and are not guaranteed amounts. The contractor shall only be paid for work actually performed. At no time shall the contractor exceed the estimated quantity on any estimated quantity line item. The contractor shall establish a tracking system of actual quantities against the contract's estimated quantities for each estimated quantity line item and shall maintain the tracking system up to date throughout the life of the contract. When the actual quantity of any line item reaches 85% of the estimated quantity on any estimated quantity line item, the contractor shall notify the Government's Contract Specialist and the Technical PoC in writing by fax or e-mail within two calendar days. Once the Government is notified that the actual quantity has reached 85% of the estimated quantity on any line item and if the Government determines that the estimated quantity needs to be increased, the contractor shall receive an official modification to the contract action signed by the Contracting Officer increasing the quantity and the amount obligated on the contract BEFORE the contractor shall proceed to work over the existing estimated quantity. The modification shall set the new estimated quantity that the contractor shall not exceed without another modification. Every invoice shall be accompanied by a full accounting of each line item being billed, the actual quantity being billed and supporting documentation to support the actual quantities.

APPENDIX A

SAFETY EXPOSURE REPORT <i>(USACE Supplement 1 to AR 385-40)</i>	DATE																
INSTRUCTIONS																	
<p>1. Enter the following exposure data:</p> <p style="margin-left: 20px;">a. Man hours worked per certified payroll report.</p> <p style="margin-left: 20px;">b. Month – Year</p> <p>2. Report shall be delivered to the contracting officer's representative by 19th of each month.</p> <p>3. Please check the appropriate box.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Check if report is final.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Accidents during the month. (Lost Time, Personal Injury and Property Damage) List accidents on the back of the form. Indicate worker=s name, date of accident and days lost for personal injury accidents.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Worker's Compensation Claim Report submitted. <input type="checkbox"/> 50% <input type="checkbox"/> 100%</p>																	
THRU <input type="checkbox"/> RESIDENT ENGINEER <input type="checkbox"/> PROJECT ENGINEER <input type="checkbox"/> PROJECT MANAGER (PARKS/LAKES ONLY) <u>Calvin Foster, Area Park Manager</u>	TO SAFETY & OCCUPATIONAL HEALTH OFFICE																
PRIME CONTRACTOR NAME	SUB-CONTRACTOR NAME																
CONTRACT NUMBER																	
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px; text-align: center;">-</td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> </tr> </table>								-									
						-											
SITE LOCATION																	
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px; text-align: center;">S</td> <td style="width:25px; height: 25px; text-align: center;">U</td> <td style="width:25px; height: 25px; text-align: center;">L</td> <td style="width:25px; height: 25px; text-align: center;">K</td> </tr> </table>														S	U	L	K
												S	U	L	K		
MAN HOURS	MONTH																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> <td style="width:25px; height: 25px;"></td> </tr> </table>																	YEAR
PREPARED BY <i>(Typed Name and Title)</i>	SIGNATURE																
CERTIFIED BY CONTRACTOR PROJECT MANAGEMENT <i>(Typed Name and Title)</i> Guadalupe A. Moreno, Project Assistant	SIGNATURE																

APPENDIX B
JOB HAZARD ANALYSIS

COMPANY: _____

CONTRACTOR: _____

TYPE OF SERVICE: _____

<u>PRINCIPAL STEPS</u>	<u>POSSIBLE HAZARDS</u>	<u>PREVENTION OR CONTROL</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
<p>This hazard analysis has been reviewed by all partners and employees who will be working on government property.</p>		
CONTRACTOR: _____ (signature)		DATE: _____

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1001AA	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2001AA	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3001AA	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4001AA	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000 L2 X 08 2451 017680 96042 2500 4H52FK NA D5D553

AMOUNT: \$39,592.70

CIN 000000000000000000000000000000: \$39,592.70

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(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 52.233-1, 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 52.202-1, 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 forth 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.

(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 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 52.212-5; (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.

(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.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, 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 check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, 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) 52.219-7, 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.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (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)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 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.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

 (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

 (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

 (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

 (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

 (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (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.

 (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

 (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

 (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

 (29) 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)).

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

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

 (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

 (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

 (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (35)(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, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

 X (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 (vi) 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 (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 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, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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)

52.216-5 PRICE REDETERMINATION--PROSPECTIVE (OCT 1997)

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from 1 April to 30 Sep 2007, [see Note (1)] and the second and each succeeding period shall extend for [insert appropriate number] months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission. (1) Not more than 60 DAYS nor less than 30 DAYS [see Note (2)] days before the end of each redetermination period, except the last, the Contractor shall submit--

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and--

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of September 30 [see Note (3)] before the submission of proposed prices, on Standard Form 1411, Contract Pricing Proposal Cover Sheet (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded--

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by subparagraph (1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (h) of this section, and of this paragraph (i), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (h)(3) of this section relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (h) of this section, and this paragraph (i), modified as required by subparagraph (1) of this section.

(j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

NOTES:

(1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.

(2) Insert the numbers of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.

(3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 DAYS.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 MONTHS.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and

cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

WAGE RATES

05-2073 CA,VISALIA

WAGE DETERMINATION NO: 05-2073 REV (03) AREA: CA,VISALIA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2074

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.: 2005-2073
 William W.Gross Division of | Revision No.: 3
 Director Wage Determinations| Date Of Revision: 12/11/2006

State: California

Area: California Counties of Inyo, Kings, Tulare

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.40
01012 - Accounting Clerk II	13.91
01013 - Accounting Clerk III	15.56
01020 - Administrative Assistant	19.56
01040 - Court Reporter	15.83
01051 - Data Entry Operator I	10.00
01052 - Data Entry Operator II	11.97
01060 - Dispatcher, Motor Vehicle	16.01
01070 - Document Preparation Clerk	11.97
01090 - Duplicating Machine Operator	11.97
01111 - General Clerk I	10.79
01112 - General Clerk II	11.91
01113 - General Clerk III	14.70
01120 - Housing Referral Assistant	17.60
01141 - Messenger Courier	9.02
01191 - Order Clerk I	10.68
01192 - Order Clerk II	11.97
01261 - Personnel Assistant (Employment) I	11.18
01262 - Personnel Assistant (Employment) II	14.05
01263 - Personnel Assistant (Employment) III	16.53
01270 - Production Control Clerk	16.53
01280 - Receptionist	9.92
01290 - Rental Clerk	13.42
01300 - Scheduler, Maintenance	14.27
01311 - Secretary I	14.27
01312 - Secretary II	15.83

01313 - Secretary III	17.60
01320 - Service Order Dispatcher	14.30
01410 - Supply Technician	19.56
01420 - Survey Worker	15.83
01531 - Travel Clerk I	11.18
01532 - Travel Clerk II	11.76
01533 - Travel Clerk III	12.75
01611 - Word Processor I	12.96
01612 - Word Processor II	14.27
01613 - Word Processor III	16.31
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.39
05010 - Automotive Electrician	16.75
05040 - Automotive Glass Installer	15.91
05070 - Automotive Worker	15.91
05110 - Mobile Equipment Servicer	14.20
05130 - Motor Equipment Metal Mechanic	17.61
05160 - Motor Equipment Metal Worker	15.91
05190 - Motor Vehicle Mechanic	17.61
05220 - Motor Vehicle Mechanic Helper	13.34
05250 - Motor Vehicle Upholstery Worker	15.05
05280 - Motor Vehicle Wrecker	15.91
05310 - Painter, Automotive	16.75
05340 - Radiator Repair Specialist	15.91
05370 - Tire Repairer	11.81
05400 - Transmission Repair Specialist	17.61
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.74
07041 - Cook I	11.42
07042 - Cook II	12.80
07070 - Dishwasher	10.25
07130 - Food Service Worker	9.40
07210 - Meat Cutter	12.74
07260 - Waiter/Waitress	9.21
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.27
09040 - Furniture Handler	10.78
09080 - Furniture Refinisher	15.70
09090 - Furniture Refinisher Helper	12.50
09110 - Furniture Repairer, Minor	14.90
09130 - Upholsterer	15.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.94
11060 - Elevator Operator	9.56
11090 - Gardener	14.44
11122 - Housekeeping Aide	9.01
11150 - Janitor	12.19
11210 - Laborer, Grounds Maintenance	11.54
11240 - Maid or Houseman	8.74
11260 - Pruner	10.53
11270 - Tractor Operator	13.55
11330 - Trail Maintenance Worker	11.54
11360 - Window Cleaner	12.63
12000 - Health Occupations	
12010 - Ambulance Driver	13.12
12011 - Breath Alcohol Technician	17.32
12012 - Certified Occupational Therapist Assistant	23.76
12015 - Certified Physical Therapist Assistant	23.76
12020 - Dental Assistant	12.46
12025 - Dental Hygienist	33.30

12030 - EKG Technician	26.25	
12035 - Electroneurodiagnostic Technologist	26.25	
12040 - Emergency Medical Technician	15.67	
12071 - Licensed Practical Nurse I	15.32	
12072 - Licensed Practical Nurse II	17.19	
12073 - Licensed Practical Nurse III	19.23	
12100 - Medical Assistant	10.80	
12130 - Medical Laboratory Technician	14.31	
12160 - Medical Record Clerk	13.01	
12190 - Medical Record Technician	15.21	
12195 - Medical Transcriptionist	13.01	
12210 - Nuclear Medicine Technologist	29.85	
12221 - Nursing Assistant I	8.63	
12222 - Nursing Assistant II	9.70	
12223 - Nursing Assistant III	10.59	
12224 - Nursing Assistant IV	11.88	
12235 - Optical Dispenser	16.02	
12236 - Optical Technician	15.48	
12250 - Pharmacy Technician	14.94	
12280 - Phlebotomist	13.53	
12305 - Radiologic Technologist	27.36	
12311 - Registered Nurse I	20.74	
12312 - Registered Nurse II	25.36	
12313 - Registered Nurse II, Specialist	25.36	
12314 - Registered Nurse III	30.68	
12315 - Registered Nurse III, Anesthetist	30.68	
12316 - Registered Nurse IV	36.78	
12317 - Scheduler (Drug and Alcohol Testing)	21.46	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	14.70	
13012 - Exhibits Specialist II	18.22	
13013 - Exhibits Specialist III	22.28	
13041 - Illustrator I	14.70	
13042 - Illustrator II	18.22	
13043 - Illustrator III	22.28	
13047 - Librarian	20.30	
13050 - Library Aide/Clerk	13.39	
13054 - Library Information Technology Systems Administrator	18.22	
13058 - Library Technician	14.82	
13061 - Media Specialist I	13.14	
13062 - Media Specialist II	14.70	
13063 - Media Specialist III	16.39	
13071 - Photographer I	11.82	
13072 - Photographer II	13.21	
13073 - Photographer III	16.37	
13074 - Photographer IV	20.02	
13075 - Photographer V	24.22	
13110 - Video Teleconference Technician	13.14	
14000 - Information Technology Occupations		
14041 - Computer Operator I	13.09	
14042 - Computer Operator II	14.65	
14043 - Computer Operator III	16.30	
14044 - Computer Operator IV	18.16	
14045 - Computer Operator V	20.09	
14071 - Computer Programmer I (1)	15.65	
14072 - Computer Programmer II (1)	22.18	
14073 - Computer Programmer III (1)	27.12	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.33	
14102 - Computer Systems Analyst II (1)	27.62	

14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.09
14160 - Personal Computer Support Technician	18.16
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	22.80
15020 - Aircrew Training Devices Instructor (Rated)	30.38
15030 - Air Crew Training Devices Instructor (Pilot)	33.42
15050 - Computer Based Training Specialist / Instructor	26.47
15060 - Educational Technologist	18.29
15070 - Flight Instructor (Pilot)	33.42
15080 - Graphic Artist	19.18
15090 - Technical Instructor	16.83
15095 - Technical Instructor/Course Developer	22.28
15110 - Test Proctor	14.39
15120 - Tutor	14.39
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.32
16030 - Counter Attendant	8.32
16040 - Dry Cleaner	10.02
16070 - Finisher, Flatwork, Machine	8.32
16090 - Presser, Hand	8.32
16110 - Presser, Machine, Drycleaning	8.32
16130 - Presser, Machine, Shirts	8.32
16160 - Presser, Machine, Wearing Apparel, Laundry	8.32
16190 - Sewing Machine Operator	10.59
16220 - Tailor	11.15
16250 - Washer, Machine	8.89
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.58
19040 - Tool And Die Maker	21.54
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.48
21030 - Material Coordinator	17.17
21040 - Material Expediter	17.17
21050 - Material Handling Laborer	10.44
21071 - Order Filler	11.05
21080 - Production Line Worker (Food Processing)	12.05
21110 - Shipping Packer	12.21
21130 - Shipping/Receiving Clerk	12.21
21140 - Store Worker I	10.32
21150 - Stock Clerk	13.54
21210 - Tools And Parts Attendant	12.63
21410 - Warehouse Specialist	12.63
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	19.07
23021 - Aircraft Mechanic I	18.16
23022 - Aircraft Mechanic II	19.07
23023 - Aircraft Mechanic III	20.02
23040 - Aircraft Mechanic Helper	13.46
23050 - Aircraft, Painter	17.19
23060 - Aircraft Servicer	15.50
23080 - Aircraft Worker	16.40
23110 - Appliance Mechanic	16.67
23120 - Bicycle Repairer	12.50
23125 - Cable Splicer	18.99
23130 - Carpenter, Maintenance	17.36
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	17.61
23181 - Electronics Technician Maintenance I	16.72
23182 - Electronics Technician Maintenance II	19.72

23183 - Electronics Technician Maintenance III	21.64	
23260 - Fabric Worker	15.60	
23290 - Fire Alarm System Mechanic	18.57	
23310 - Fire Extinguisher Repairer	14.63	
23311 - Fuel Distribution System Mechanic	18.57	
23312 - Fuel Distribution System Operator	14.64	
23370 - General Maintenance Worker	14.79	
23380 - Ground Support Equipment Mechanic	18.16	
23381 - Ground Support Equipment Servicer	15.50	
23382 - Ground Support Equipment Worker	16.40	
23391 - Gunsmith I	12.50	
23392 - Gunsmith II	14.21	
23393 - Gunsmith III	15.92	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.45	
23411 - Heating, Ventilation And Air Condtioning Mechanic (Research Facility)		
19.61		
23430 - Heavy Equipment Mechanic	19.84	
23440 - Heavy Equipment Operator	19.86	
23460 - Instrument Mechanic	18.57	
23465 - Laboratory/Shelter Mechanic	15.07	
23470 - Laborer	10.44	
23510 - Locksmith	17.42	
23530 - Machinery Maintenance Mechanic	19.20	
23550 - Machinist, Maintenance	18.57	
23580 - Maintenance Trades Helper	11.78	
23591 - Metrology Technician I	18.57	
23592 - Metrology Technician II	16.77	
23593 - Metrology Technician III	17.62	
23640 - Millwright	18.57	
23710 - Office Appliance Repairer	17.58	
23760 - Painter, Maintenance	15.70	
23790 - Pipefitter, Maintenance	18.43	
23810 - Plumber, Maintenance	17.48	
23820 - Pneudraulic Systems Mechanic	18.57	
23850 - Rigger	18.57	
23870 - Scale Mechanic	16.58	
23890 - Sheet-Metal Worker, Maintenance	16.51	
23910 - Small Engine Mechanic	15.07	
23931 - Telecommunications Mechanic I	19.21	
23932 - Telecommunications Mechanic II	19.90	
23950 - Telephone Lineman	21.13	
23960 - Welder, Combination, Maintenance	15.01	
23965 - Well Driller	16.88	
23970 - Woodcraft Worker	18.57	
23980 - Woodworker	12.50	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.66	
24580 - Child Care Center Clerk	12.25	
24610 - Chore Aide	8.03	
24620 - Family Readiness And Support Services Coordinator	10.81	
24630 - Homemaker	13.20	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	21.72	
25040 - Sewage Plant Operator	16.37	
25070 - Stationary Engineer	21.72	
25190 - Ventilation Equipment Tender	13.46	
25210 - Water Treatment Plant Operator	15.99	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	13.21	
27007 - Baggage Inspector	9.81	

27008 - Corrections Officer	23.96	
27010 - Court Security Officer	24.17	
27030 - Detection Dog Handler	11.09	
27040 - Detention Officer	23.96	
27070 - Firefighter	21.80	
27101 - Guard I	9.81	
27102 - Guard II	11.09	
27131 - Police Officer I	29.11	
27132 - Police Officer II	32.31	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.55	
28042 - Carnival Equipment Repairer	14.25	
28043 - Carnival Equipment Worker	10.61	
28210 - Gate Attendant/Gate Tender	12.14	
28310 - Lifeguard	10.82	
28350 - Park Attendant (Aide)	13.58	
28510 - Recreation Aide/Health Facility Attendant	9.91	
28515 - Recreation Specialist	11.54	
28630 - Sports Official	10.82	
28690 - Swimming Pool Operator	16.95	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	16.58	
29020 - Hatch Tender	16.58	
29030 - Line Handler	16.58	
29041 - Stevedore I	15.60	
29042 - Stevedore II	17.58	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59	
30021 - Archeological Technician I	15.81	
30022 - Archeological Technician II	17.71	
30023 - Archeological Technician III	21.92	
30030 - Cartographic Technician	21.92	
30040 - Civil Engineering Technician	21.71	
30061 - Drafter/CAD Operator I	15.81	
30062 - Drafter/CAD Operator II	17.69	
30063 - Drafter/CAD Operator III	19.72	
30064 - Drafter/CAD Operator IV	22.88	
30081 - Engineering Technician I	14.08	
30082 - Engineering Technician II	15.61	
30083 - Engineering Technician III	17.48	
30084 - Engineering Technician IV	21.63	
30085 - Engineering Technician V	25.34	
30086 - Engineering Technician VI	30.61	
30090 - Environmental Technician	17.52	
30210 - Laboratory Technician	15.47	
30240 - Mathematical Technician	22.00	
30361 - Paralegal/Legal Assistant I	17.18	
30362 - Paralegal/Legal Assistant II	19.80	
30363 - Paralegal/Legal Assistant III	24.21	
30364 - Paralegal/Legal Assistant IV	29.29	
30390 - Photo-Optics Technician	21.92	
30461 - Technical Writer I	21.92	
30462 - Technical Writer II	26.80	
30463 - Technical Writer III	31.05	
30491 - Unexploded Ordnance (UXO) Technician I	20.58	
30492 - Unexploded Ordnance (UXO) Technician II	24.90	
30493 - Unexploded Ordnance (UXO) Technician III	29.85	
30494 - Unexploded (UXO) Safety Escort	20.58	

30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.19
30621 - Weather Observer, Senior (3)	18.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	7.50
31030 - Bus Driver	13.35
31043 - Driver Courier	13.19
31260 - Parking and Lot Attendant	10.49
31290 - Shuttle Bus Driver	14.16
31310 - Taxi Driver	13.46
31361 - Truckdriver, Light	14.16
31362 - Truckdriver, Medium	15.45
31363 - Truckdriver, Heavy	18.25
31364 - Truckdriver, Tractor-Trailer	18.25
99000 - Miscellaneous Occupations	
99030 - Cashier	9.85
99050 - Desk Clerk	8.32
99095 - Embalmer	20.58
99251 - Laboratory Animal Caretaker I	10.17
99252 - Laboratory Animal Caretaker II	10.92
99310 - Mortician	20.58
99410 - Pest Controller	12.41
99510 - Photofinishing Worker	10.82
99710 - Recycling Laborer	16.16
99711 - Recycling Specialist	11.95
99730 - Refuse Collector	14.26
99810 - Sales Clerk	11.46
99820 - School Crossing Guard	10.16
99830 - Survey Party Chief	17.34
99831 - Surveying Aide	9.89
99832 - Surveying Technician	13.58
99840 - Vending Machine Attendant	14.14
99841 - Vending Machine Repairer	16.95
99842 - Vending Machine Repairer Helper	14.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 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)

HOLIDAYS: 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 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 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) 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.