

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W68MD9-4259-1183-0002		PAGE 1 OF 20	
2. CONTRACT NO. W912DW-04-P-0433		3. AWARD/EFFECTIVE DATE 25-Sep-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0182	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA		b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691		8. OFFER DUE DATE/LOCAL TIME 17-Sep-2004	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD:\$6.0 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		12. DISCOUNT TERMS NET 30 DAYS	
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SUSAN VALENZUELA PH:206-764-6691 FAX: 206-764-6817 SUSAN.M.VALENZUELA@US.ARMY.MIL SEATTLE WA		CODE W912DW	
17a.CONTRACTOR/OFFEROR KING HYDROSEEDING INC CHRISTOPHER M. KING 32619 37TH AVE NE ARLINGTON WA 98223-9136 TEL. (360) 403-8963		CODE 31MT7 FACILITY CODE 31MT7		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ	
<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) \$41,002.00			
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES 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	
				<i>Elaine M Ebert</i>		29-Sep-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

Section SF 1449 - CONTINUATION SHEET

NOTES:

1. Original contract is for Bid Items 0001 Training Area 6 (TA6), Bid Item 0002 Training Area 18 (TA18), Bid Item 0003 Training Area 7S (TA7S), and Bid Item 0004 Training Area 13 (TA13).
2. Bid Item 0005 Other Areas is not being awarded at this time.
3. PERIOD OF PERFORMANCE: Work to be performed in the Fall of 2004 unless weather prevents the work from being completed. Therefore all work to be completed no later than 31 May 2005 in accordance with the Scope of Work incorporated herein.
4. Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WInS is accomplished through the following DFAS website:

<https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

5. All invoices are to be submitted in accordance with the instructions above, or mailed to:

US ARMY CORPS OF ENGRS FINANCE CENTER
 CEFC-AO-P 901-874-8556
 5722 INTEGRITY DRIVE
 MILLINGTON TN 38054-5005

6. A copies of all invoices are to be mailed to:

Mr. David Roden, Contracting Officer's Representative
 ATTN: CENWS-PM-EM
 Army Corps of Engineers, Seattle District
 P.O. Box 3755
 Seattle, WA 98124-3755

John Weller
 I Corps & Fort Lewis, MS 16c
 Attn: AFZH-PTM-R
 Box 339500
 Fort Lewis WA 98433-9500

CF: CONTRACTOR: kinghydroseedinc@aol.com
 CENWS-PM-EM, Dave Roden (COR)
 CENWS-PM-EM, Rodney Taie
 CENWS-PM-EM, Shawna Westhoff
 CENWS-EC-TB-SY, Lisa Cass

FILE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$41,002.00	\$41,002.00 NTE

**HYDRO-SEEDING PROJECT
FFP**

Provide all labor, equipment, materials and supplies necessary to meet the requirements in accordance with the Statement of Work, Dated September 10, 2004 and incorporated herein. Service Wage Determination No. 1994-2567 Rev 24, Dated 09/30/2003 is applicable to this project as incorporated herein.

Base Award is for the following:

0001 Training Area 6 (TA6)

0001A Hydroseed 36 Acres at \$235.00/Acre = \$8,460.00

0001B Apply Virgin Wood Fiber Mulch 36 Acres at \$259.00/Acre = \$9,324.00

0002 Training Area 18 (TA18)

0002A Hydroseed 32 Acres at \$235.00/Acre = \$7,520.00

0002B Apply Virgin Wood Fiber Mulch 32 Acres at \$259.00/Acre = \$8,288.00

0003 Training Area 7S (TA7S)

0003A Hydroseed 5 Acres at \$235.00/Acre = \$1,175.00

0003B Apply Virgin Wood Fiber Mulch 5 Acres at \$259.00/Acre = \$1,295.00

0004 Training Area 13 (TS13)

0004A Hydroseed 10 Acres at \$235.00/Acre = \$2,350.00

0004B Apply Virgin Wood Fiber Mulch 10 Acres at \$259.00/Acre = \$2,590.00

PURCHASE REQUEST NUMBER: W68MD9-4259-1183-0002

NET AMT \$41,002.00

ACRN AB Funded Amount

\$41,002.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION ITEM				
	FFP				
	Hydroseed. It is anticipated that additional maneuver damage may occur on THIS OPTION ITEM IS NOT BEING AWARD ON BASE CONTRACT Fort Lewis training lands before contract implementation.				
	Rate: 50 Acres x \$235.00 = \$11,750.00				
	Apply Virgin Wood Fiber Mulch				
	Rate: 50 Acres x \$259.00 = \$12,950.00				
				NET AMT	\$0.00
	Funded Amount				\$0.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AB: 21420500000 088082 25GY60HC8870000000000 E314 35026
 COST 000000000000
 CODE:
 AMOUNT: \$41,002.00

SOW

NWS-PM-EM

September 10, 2004

STATEMENT OF WORK

Hydro-seeding Project Support
 Fort Lewis Washington

1. Background and Objective.

Tracked and wheeled vehicle maneuvering is an essential component of training, yet has a tendency to disrupt the pre-existing vegetation patterns. Hydroseeding is one method of revegetating Fort Lewis prairies that is efficient, cost effective, and provides good results if applied at the right time of year. In order to continue supporting the military mission while enhancing the training environment, the Land Rehabilitation and Maintenance (LRAM) program will be hydroseeding as indicated by the specifications below.

The objective of this Statement of Work (SOW) is to provide personnel, management, supplies and equipment and any other items and services necessary to perform hydro-seeding at Fort Lewis, Washington.

2. Contractor Services.

a. General Requirements. With the exception of Government-furnished property (Section 3.0), the contractor shall furnish to Seattle District all services, labor, materials, supplies, and equipment related to and necessary to hydro-seed specified areas on Fort Lewis.

b. Specific Requirements. The contractor shall perform to the standards and specifications in this contract. For this contract we would like to disregard the use of fertilizers, lime or other nutrient supplements.

c. Seed Composition. The contractor shall utilize native Roemer's fescue for hydro-seeding that will be provided by the Fort Lewis ITAM program. The Fort Lewis ITAM program anticipates a quantity of up to 650 pounds of native seed to be delivered and available for the hydro seed contractor use by the middle of October 2004.

d. Rate of application. The contractor shall utilize a rate of application per unit area ranging from 5-15 pounds per acre to enable a normal distribution of native plants. The ITAM program will conduct an assessment of each site in need of repair and recommend a seeding rate of application for individual sites and/or all areas based on need of repair. The contract shall contact POC regarding any alteration of seed composition or rate of application.

e. Mulch application. The contractor shall apply 1700 lbs. of virgin wood fiber mulch per acre. Absolutely no cardboard fiber mulch will be permitted in this application. The contractor shall incorporate 10 lbs. of "Staymoist" additive (a water retention polymer or comparable product) per acre if application should occur during the spring months.

f. Areas for Performance. The ITAM program has identified up to 95 acres spread throughout various Training Areas in need of revegetation treatment; however additional acreage shall be identified as an option item should it be needed. All sites to be repaired are considered open prairie habitats with level to moderately undulating terrain that is easily accessible. The following describes the location, acreage in need of repair, approximately distance to water source and area prioritizations. Maps of each area will be provided to the contractor.

- 1) Training Area 6 (TA6). There are approximately 36 acres within TA6 in need of hydro seed repair. The majority of that acreage lies within two broad areas however there may be a few outlier locations also needing revegetation treatment. The closest water source is approximately 1 mile away, within the gated cantonment area (must pass through guarded gate).
- 2) Training Area 18 (TA18). There are approximately 32 acres in TA18 in need of hydro seed repair. All of this acreage is located with one broad area. The closest water source is approximately 5 miles away, within the gated cantonment area (must pass through guarded gate).
- 3) Training Area 7S (TA7S). There are approximately 2-5 acres within TA7S in need of hydro seed repair. Most of the area in greatest need of repair is located along existing roadways and some areas were lightly damaged and may only require spot treatment or light hydro seed application.
- 4) Training Area 13 (TA13). There are approximately 10 acres in TA13 in need of hydro seed repair. Most of this acreage is located in one area however there are a few outlier locations also needing hydro seed treatment. The closest water source supplied by Fort Lewis is approximately 8 miles away; within the gated cantonment area (must pass through guarded gate) and county water sources are located within 3 miles (to use county water sources the Contractor must make arrangements with the County).
- 5) Optional area. It is anticipated that additional maneuver damage may occur on Fort Lewis training lands before contract implementation. Thus we would like to secure an additional option item to hydro seed up to 50 acres should the need arise.

g. Period of Performance. All work shall be completed before the onset of the rainy season this fall of 2004. If the work has not been performed by mid-November, then the work will be postponed until March/April 2005.

3. Government-Furnished Equipment, Supplies, Information, and Documents.

a. Fort Lewis shall furnish: access to Fort Lewis and gate keys as seen necessary, access to water hydrants, maps of the areas, and 650 pounds of native grass seed.

4. Deliverables.

a. General. All deliverables shall be the property of the government. All deliverables are and will be resident at Range Control, Ft Lewis WA. All information will be coordinated within the ITAM Office and then submitted to the Government Project Manager for final review.

5. General Requirements.

a. Project Manager. Promptly following award of the task order, the contractor shall designate a Project Manager (PM) who shall be responsible for the scheduled execution of the task order. Changes in PM may be made with a prior approval of the Contracting Officer's Representative (COR). The PM shall have the experience and capability to be responsible for the supervision of work and overall quality and serve as liaison between the contractor and the COR for all work required under this contract.

b. Government Project Manager (GPM). The GPM will be Mr. John Weller, Chief Fort Lewis Range Division, (telephone 253 967-6165) who will provide coordination, supply Government-furnished data and services, provide review comments, confirm decisions, and forward necessary documents. All correspondence and deliverables shall be sent to the GPM.

c. Contracting Officer's Representative (COR). The COR is Mr. David Roden (telephone 206-764-3448). The COR will depend on the GPM to supply the contractor with Government furnished data and services and to forward other necessary documents or equipment. Contract interpretation and associated guidance and direction from the Government shall not be official unless specifically authorized by the COR. The COR will seek timely progress of the work and its satisfactory completion. Copies of all correspondence and deliverable shall be sent to the COR.

d. Payment. Payment shall be made in accordance with the payment clause of this contract. A copy of each payment voucher shall be submitted by the contractor to the COR. Final payment will be made upon submittal of all deliverables and return of Government-furnished properties.

e. Billing Procedures. The contractor shall furnish invoices (original) as required to Seattle District, Corps of Engineers, with copies to Fort Lewis, in accordance with the progress schedule, evidencing performance of work done under this task order. The GPM and COR will review the invoice and the COR will forward it to the Corps' contracting office who will forward acceptances to CEFC-ASO-P. Invoices shall be submitted as follows:

(1)Original Invoices shall be sent to:

USAED Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive
Millington, TN 38054-5005

(2) Invoice copies shall be sent to:

Mr. David Roden, Contracting Officer's Representative
ATTN: CENWS-PM-EM
Army Corps of Engineers, Seattle District
P.O. Box 3755
Seattle, WA 98124-3755

John Weller
I Corps & Fort Lewis, MS 16c
Attn: AFZH-PTM-R
Box 339500
Fort Lewis WA 98433-9500

f. Extra Services. The contractor is advised not to perform any service under this statement of work, requested by any persons in the Seattle District offices verbally or in writing, which he/she considered to be an adjustment in the work scope requiring a change in contract prices, until the contractor has made a proposal to the GPM covering such extra services, negotiated a mutually satisfactory fee, and received formal notices to proceed.

g. Responsibility for Corrected Document. The contractor is responsible for the completed and corrected work. Corrections and clarifications shall be made by the contractor if found necessary by the GPM during review. Work required for correction or clarification shall be completed and resubmitted within an equitable period of time specified by the GPM.

h. Publication. Prior approval of the GPM is required for any report, based on this task order, prepared for publication by the Contractor. The GPM must approve any oral presentations, which relate to this contract prior to the presentation.

i. Disposition of Materials. All material and documents obtained as a result of this SOW shall become the property of the United States Government.

6. Schedule.

a. The contractor will furnish sufficient technical, supervisory and administrative personnel to ensure completion of the work and in accordance with the Corps of Engineers Health & Safety Manual, date November 3rd 2003 in EM385-1-1.

b. The consultant shall keep GPM and COR fully advised at all times concerning delays or difficulties that may prohibit completion of any part of the work by the established dates. The schedule is subject to adjustment by modification to the task order, signed by the COR, for material delays on the part of the Government and conditions beyond the control of the parties.

c. Hydroseeding shall be completed within 30 calendar days from the notice to proceed date. All fall season work shall be completed before the advent of the rains or the work shall be delayed until April/May of 2005. The Contractor is authorized to work seven days a week.

d. The Contractor shall identify a per acre unit cost for base items in bid schedule provided. There are approximately 36 acres of basic item acreage and an additional 95 optional acres. The Contractor shall identify unit costs of acreages for hydroseed spray application.

BID SCHEDULE**Bid Schedule for Hydroseed & Mulch Application in Training Areas Fort Lewis, Washington**

<i>Item No.</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
BASE ITEM Training Area 6					
0001	Training Area 6 (TA6).				
0001A	Hydroseed. The majority of that acreage lies within two broad areas however there may be a few outlier locations also needing revegetation treatment. The closest water source is approx 1 mile away, within the gated cantonment area (must pass through guarded gate).	36	Acre	\$235.00	\$8,460.00
0001B	Apply Virgin Wood Fiber Mulch. For 36 Acres. 1700 lbs per acre.	36	Acre	\$259.00	\$9,324.00
OPTIONAL ITEM: Other Training Areas					
0002	Training Area 18 (TA18).				
0002A	Hydroseed. All of this acreage is located with one broad area. The closest water source is approx 5 miles away, within the gated cantonment area (must pass through guarded gate).	32	Acre	\$235.00	\$7,520.00
0002B	Apply Virgin Wood Fiber Mulch. For 32 Acres. 1700 lbs per acre	32	Acre	\$259.00	\$8,288.00
0003	Training Area 7S (TA7S).				

0003A	Hydroseed. Most of the area in greatest need of repair is located along existing roadways and some areas were lightly damaged and may only require spot treatment or light hydro seed application.	5	Acre	\$235.00	\$1,175.00
0003B	Apply Virgin Wood Fiber Mulch. For 5 Acres. 1700 lbs per acre	5	Acre	\$259.00	\$1,295.00
0004	Training Area 13 (TA13).				
0004A	Hydroseed. Most of this acreage is located in one area however there are a few outlier locations also needing hydro seed treatment. The closest water source supplied by Fort Lewis is approx 8 miles away, within the gated cantonment area (must pass through guarded gate) and county water sources are located within 3 miles (to use county water sources the Contractor must make arrangements with the County).	10	Acre	\$235.00	\$2,350.00
0004B	Apply Virgin Wood Fiber Mulch. For 10 Acres. 1700 lbs per acre	10	Acre	\$259.00	\$2,590.00
0005	Other Areas				
0005A	Hydroseed. It is anticipated that additional maneuver damage may occur on Fort Lewis training lands before contract implementation.	50	Acre	\$235.00	\$11,750.00
0005B	Apply Virgin Wood Fiber Mulch. For 50 Acres. 1700 lbs per acres	50	Acre	\$259.00	\$12,950.00

Measurement and Payment

0001	Hydroseed spraying & Mulch application up to 36 acres in Training Area 6 by mechanical method. The use of tracked equipment and/or other equipment that causes soil disturbance will be prohibited from these locations to minimize soil disturbance. Excavator/dozer type equipment may not be used under this contract. All equipment and application methods are subject to the approval of the COR.
OPTIONAL ITEMS	
0002	Hydroseed spraying & Mulch application up to 32 acres in Training Area 18 by mechanical method. The use of tracked equipment and/or other equipment that causes soil disturbance will be prohibited from these locations to minimize soil disturbance. Excavator/dozer type equipment may not be used under this contract. All equipment and application methods are subject to the approval of the COR.
0003	Hydroseed spraying & Mulch application for 2-5 acres in Training Area 7S by mechanical method. The use of tracked equipment and/or other equipment that causes soil disturbance will be prohibited from these locations to minimize soil disturbance. Excavator/dozer type equipment may not be used under this contract. All equipment and application methods are subject to the approval of the COR.
0004	Hydroseed spraying & Mulch application for 10 acres in Training Area 13 by mechanical method. The use of tracked equipment and/or other equipment that causes soil disturbance will be prohibited from these locations to minimize soil disturbance. Excavator/dozer type equipment may not be used under this contract. All equipment and application methods are subject to the approval of the COR.
0005	Hydroseed spraying & Mulch application for 50 acres in other Training Areas by mechanical method. The use of tracked equipment and/or other equipment that causes soil disturbance will be prohibited from these locations to minimize soil disturbance. Excavator/dozer type equipment may not be used under this contract. All equipment and application methods are subject to the approval of the COR.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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 (JUL 1995), 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) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

___ (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 (JAN 2002) (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 (JUNE 2003) (Pub. L. 103-355, section 7102, and 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).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (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 (DEC 2001) (38 U.S.C. 4212).

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

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21)(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)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

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

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

___ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (28) 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)).

___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

____ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) 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 (MAY 1989) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (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 \$500,000 (\$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 (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

SERVICE WAGE RATES

BRS Document Viewer

WAGE DETERMINATION NO: 94-2567 REV (24) AREA: WA,TACOMA

WAGE DETERMINATION NO: 94-2567 REV (24) AREA: WA,TACOMA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross | Division of | Wage Determination No.: 1994-2567
Director | Wage Determinations | Revision No.: 24
Date Of Last Revision: 09/30/2003

State: Washington
Area: Washington Counties of Lewis, Pierce, Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	10.13
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	13.94
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.43
01132 - Key Entry Operator II	13.24
01191 - Order Clerk I	11.69
01192 - Order Clerk II	12.76
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.35
01290 - Rental Clerk	12.63
01300 - Scheduler, Maintenance	14.07
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.79
01341 - Stenographer I	13.43
01342 - Stenographer II	15.26
01400 - Supply Technician	18.49
01420 - Survey Worker (Interviewer)	13.39
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	10.80
01532 - Travel Clerk II	11.76
01533 - Travel Clerk III	12.66
01611 - Word Processor I	12.70
01612 - Word Processor II	13.70
01613 - Word Processor III	14.86
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.50
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.40
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82

03073 - Computer Programmer III (1)	27.36
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.65
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.67
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.80
05010 - Automotive Glass Installer	20.46
05040 - Automotive Worker	20.46
05070 - Electrician, Automotive	21.78
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.78
05160 - Motor Equipment Metal Worker	20.46
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	20.46
05280 - Motor Vehicle Wrecker	20.46
05310 - Painter, Automotive	21.12
05340 - Radiator Repair Specialist	20.46
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.78
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	12.37
07041 - Cook I	10.82
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	17.56
07250 - Waiter/Waitress	9.27
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.45
09040 - Furniture Handler	15.33
09070 - Furniture Refinisher	17.45
09100 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	16.37
09130 - Upholsterer	16.91
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	13.16
11240 - Maid or Houseman	9.32
11270 - Pest Controller	16.54
11300 - Refuse Collector	12.84
11330 - Tractor Operator	14.41
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	13.97
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.60
12071 - Licensed Practical Nurse I	14.26
12072 - Licensed Practical Nurse II	15.98
12073 - Licensed Practical Nurse III	17.90

12100 - Medical Assistant	12.24
12130 - Medical Laboratory Technician	15.77
12160 - Medical Record Clerk	13.74
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.12
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.31
12250 - Pharmacy Technician	13.96
12280 - Phlebotomist	14.53
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46
12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.80
13011 - Exhibits Specialist I	16.95
13012 - Exhibits Specialist II	20.94
13013 - Exhibits Specialist III	25.64
13041 - Illustrator I	16.95
13042 - Illustrator II	20.94
13043 - Illustrator III	25.64
13047 - Librarian	22.07
13050 - Library Technician	13.51
13071 - Photographer I	17.08
13072 - Photographer II	19.14
13073 - Photographer III	23.59
13074 - Photographer IV	28.86
13075 - Photographer V	35.04
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.06
15030 - Counter Attendant	8.06
15040 - Dry Cleaner	10.14
15070 - Finisher, Flatwork, Machine	8.06
15090 - Presser, Hand	8.06
15100 - Presser, Machine, Drycleaning	8.06
15130 - Presser, Machine, Shirts	8.06
15160 - Presser, Machine, Wearing Apparel, Laundry	8.06
15190 - Sewing Machine Operator	10.80
15220 - Tailor	11.46
15250 - Washer, Machine	8.75
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.86
19040 - Tool and Die Maker	22.90
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.08
21020 - Material Coordinator	15.09
21030 - Material Expediter	15.09
21040 - Material Handling Laborer	14.40
21050 - Order Filler	12.87
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	16.32
21100 - Shipping/Receiving Clerk	15.17
21130 - Shipping Packer	15.17

21140 - Store Worker I	12.31
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.06
21400 - Warehouse Specialist	16.32
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.40
23040 - Aircraft Mechanic Helper	16.99
23050 - Aircraft Quality Control Inspector	22.06
23060 - Aircraft Servicer	19.19
23070 - Aircraft Worker	20.09
23100 - Appliance Mechanic	17.65
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	22.77
23130 - Carpenter, Maintenance	21.23
23140 - Carpet Layer	18.60
23160 - Electrician, Maintenance	23.34
23181 - Electronics Technician, Maintenance I	20.74
23182 - Electronics Technician, Maintenance II	23.58
23183 - Electronics Technician, Maintenance III	25.30
23260 - Fabric Worker	16.86
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	16.75
23340 - Fuel Distribution System Mechanic	19.80
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.98
23430 - Heavy Equipment Mechanic	21.95
23440 - Heavy Equipment Operator	23.88
23460 - Instrument Mechanic	22.28
23470 - Laborer	11.17
23500 - Locksmith	19.24
23530 - Machinery Maintenance Mechanic	21.61
23550 - Machinist, Maintenance	19.43
23580 - Maintenance Trades Helper	12.47
23640 - Millwright	21.74
23700 - Office Appliance Repairer	19.24
23740 - Painter, Aircraft	18.88
23760 - Painter, Maintenance	17.45
23790 - Pipefitter, Maintenance	24.16
23800 - Plumber, Maintenance	21.88
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	18.47
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	20.97
23910 - Small Engine Mechanic	16.35
23930 - Telecommunication Mechanic I	18.00
23931 - Telecommunication Mechanic II	20.41
23950 - Telephone Lineman	19.80
23960 - Welder, Combination, Maintenance	18.00
23965 - Well Driller	19.80
23970 - Woodcraft Worker	19.91
23980 - Woodworker	16.91
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.33
24580 - Child Care Center Clerk	13.41
24600 - Chore Aid	9.16
24630 - Homemaker	14.91

25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.49
25040 - Sewage Plant Operator	23.33
25070 - Stationary Engineer	20.49
25190 - Ventilation Equipment Tender	15.89
25210 - Water Treatment Plant Operator	23.33
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	15.76
27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.50
27102 - Guard II	12.44
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.78
28020 - Hatch Tender	18.78
28030 - Line Handler	18.78
28040 - Stevedore I	18.35
28050 - Stevedore II	19.61
29000 - Technical Occupations	
21150 - Graphic Artist	21.29
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	18.88
29024 - Archeological Technician II	21.10
29025 - Archeological Technician III	26.14
29030 - Cartographic Technician	24.74
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.65
29040 - Civil Engineering Technician	21.28
29061 - Drafter I	15.03
29062 - Drafter II	16.87
29063 - Drafter III	19.04
29064 - Drafter IV	23.59
29081 - Engineering Technician I	15.93
29082 - Engineering Technician II	17.87
29083 - Engineering Technician III	20.17
29084 - Engineering Technician IV	24.99
29085 - Engineering Technician V	30.56
29086 - Engineering Technician VI	36.96
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	27.80
29160 - Instructor	24.21
29210 - Laboratory Technician	16.86
29240 - Mathematical Technician	19.91
29361 - Paralegal/Legal Assistant I	17.12
29362 - Paralegal/Legal Assistant II	19.24
29363 - Paralegal/Legal Assistant III	21.34
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	19.56
29480 - Technical Writer	21.73
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92

29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.84
29622 - Weather Observer, Upper Air (3)	17.84
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.85
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.07
31300 - Taxi Driver	10.57
31361 - Truckdriver, Light Truck	12.07
31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	18.22
31364 - Truckdriver, Tractor-Trailer	18.22
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.66
99030 - Cashier	10.13
99041 - Carnival Equipment Operator	11.56
99042 - Carnival Equipment Repairer	11.98
99043 - Carnival Worker	8.83
99050 - Desk Clerk	10.80
99095 - Embalmer	22.36
99300 - Lifeguard	10.12
99310 - Mortician	22.36
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.06
99500 - Recreation Specialist	14.11
99510 - Recycling Worker	15.98
99610 - Sales Clerk	12.84
99620 - School Crossing Guard (Crosswalk Attendant)	14.14
99630 - Sport Official	10.39
99658 - Survey Party Chief (Chief of Party)	26.94
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	21.50
99660 - Surveying Aide	15.72
99690 - Swimming Pool Operator	11.47
99720 - Vending Machine Attendant	12.00
99730 - Vending Machine Repairer	15.32
99740 - Vending Machine Repairer Helper	13.10

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a 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: 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 4.174)

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

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

2) 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of

Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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.

&&&&&&&&&