

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W42HEM72235344		PAGE 1 OF 23				
2. CONTRACT NO. W912P8-07-C-0098-P00003		3. AWARD/EFFECTIVE DATE 14-Aug-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY USACE, CONTRACTING DIVISION ATTN: RFO CT 525 ST. CHARLES AVE. NEW ORLEANS LA 70130-3409 TEL: FAX:			CODE W912P8		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: SIZE STANDARD:			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) 13b. RATING		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY SEE ITEM 9					CODE
17a. CONTRACTOR/OFFEROR AUGUILLARD CONSTRUCTION COMPANY INC DENISE AUGUILLARD 5851 N CLAIBORNE AVENUE NEW ORLEANS LA 70117-2413 TEL. 504-220-9899			CODE 3YMB7		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGR FINANCE CENTER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					CODE 964145
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	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,506,138.16				
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						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 <u>0</u> 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>Richard J. Wisdom</i>			16-Aug-2007			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) RICHARD T WISDOM / CONTRACTING OFFICER TEL: (504) 681-2292 EMAIL: R ichard.T.Wisdom@mn02.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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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 (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-SEP-2007	1	CONTRACTING DIV- CHIEF CORPS OF ENGINEERS P. O. BOX 60267 NEW ORLEANS LA 70160-0267 FOB: Destination	B2P0000

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31250000 082412 2500C8J45B099990 NA 96162
 AMOUNT: \$3,506,138.16
 CIN W42HEM722353440001: \$3,506,138.16

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 (JUN 2007)

(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.

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

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

___ (12) 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).

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

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

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

___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

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

X (20) 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).

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

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

___ (24)(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)).

___ (25) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (26)(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.

___ (27) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (28) 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).

X (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

X (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (31) 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)).

___ (32) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

___ (35) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (36) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (37)(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.).

___ (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.).

X (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 (MAR 2007) (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)

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an

amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 5 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

356 Canal St, Suite 2820
New Orleans, LA. 70130
Phone: (504) 589-6685

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The Auguillard Construction Company, Inc will notify the USACE LA-RFO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

SP.1 FEMA RELATED WORK

This award is for all FEMA related work for PPDR for Jefferson Parish, LA. The Government reserves the right to use its discretion in the award of any non-FEMA related work.

SP.2 RELEASE OF INFORMATION

No news release (including photographs, films, public announcements or denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Contracting Officer.

SP.3 REQUIRED INFORMATION

No news release (including photographs, films, public announcements or denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Contracting Officer.

SP.4 SAFETY REQUIREMENTS

All contractors must comply with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 in effect on date of solicitation. The prime contractor is solely responsible to assure the safety of contract personnel in all contract activities that they and their subcontractors perform. The contractor shall also provide and take necessary measures to protect the public and Corps personnel during their activities. Actions may include but are not limited to providing flagman, ground guides, fencing, security guards, traffic control, removal of unsafe equipment, and removal of unsafe workers. The contractor shall have a comprehensive Safety and Occupational Health (SOH) program. The contractor shall provide on site staff to provide for a safe work environment and strive to execute this contract without a lost time accident or injury.

SP.5 ADDITIONAL CONTRACTORS

The Government reserves the right to mobilize additional contractors if it is determined necessary to meet disaster response mission requirements.

SP.6 QUALITY ASSURANCE

The Government will monitor the Contractor's performance in each functional area under this contract and reserves the rights to use whatever additional surveillance procedures are deemed appropriate. The Government will monitor the contract to insure compliance.

SP.7 SUPERVISION

The Contractor shall personally supervise the work, or have a Contractor Representative at the project during times work is in progress. The Contractor Representative(s) shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under the contract. The Contractor's Representative(s) shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract, and shall be the on-site contractor employee who is responsible for safety. In addition to a Contractor Representative(s), the Contractor may also appoint Quality Control Inspectors (QCI) who will perform the Contractor's Quality Control Program. A QCI shall be responsible for implementing the Contractor Safety Plan and shall have the authority to determine for the Contractor when work is ready for Government inspection and make decisions for the Contractor on performance, when necessary. Normally, a QCI is appointed for each work crew. The Government's Representative/Inspectors will deal directly with the QCIs or contractor representatives, for normal day-to-day administration of the contract provisions. The names of all individuals authorized to act on behalf of the Contractor as Contractor Representative(s) or QCI(s) shall be submitted in writing to the Contracting Officer.

SP.8 CONTRACT MANAGEMENT

Notwithstanding the contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor. Designated Points of Contact will be provided (i.e., Technical and Contractual) during the performance period.

SP.9 INVOICING AND PAYMENT

The Contractor shall submit the USACE ENG Form 93, Payment Estimate _ Contract Performance as its invoice; in original form (e-mail versions are acceptable): U.S. Army Corps of Engineers, ATTN: Eugene Tilghman, 525 St. Charles Avenue, New Orleans, LA 70130 or email Jon.P.Tudor@usace.army.mil. The ENG Form 93 MUST include the following items: 1. Date of Submission; 2. Name and address of Contractor as stated on original

contract; 3. Contract number; 4. Description of Work; 5. Period Covered by the estimate; 6. Estimate Number; 7. Supplies delivered/performed (to include contract line item number) and the percentage of work completed; 8. Descriptions, Quantities, Units of measure, Unit prices, and extended prices of supplies delivered or services performed; 9. Signature and date of authorized company official. Invoicing may be submitted bi-monthly, for actual work completed, and upon Inspection and Acceptance by the designated U.S. Army Corps of Engineers Point of Contact.

SCA WAGE DETERMINATION

WD 05-2233 (Rev.-4) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2233
 Revision No.: 4
 Date Of Revision: 05/29/2007

State: Louisiana

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.10
01012 - Accounting Clerk II	14.23
01013 - Accounting Clerk III	15.92
01020 - Administrative Assistant	21.77
01040 - Court Reporter	19.08
01051 - Data Entry Operator I	10.67
01052 - Data Entry Operator II	12.40
01060 - Dispatcher, Motor Vehicle	17.93
01070 - Document Preparation Clerk	11.90
01090 - Duplicating Machine Operator	11.90
01111 - General Clerk I	9.64
01112 - General Clerk II	10.52
01113 - General Clerk III	12.39
01120 - Housing Referral Assistant	18.40
01141 - Messenger Courier	11.01
01191 - Order Clerk I	10.67
01192 - Order Clerk II	12.70
01261 - Personnel Assistant (Employment) I	11.90
01262 - Personnel Assistant (Employment) II	15.43
01263 - Personnel Assistant (Employment) III	16.87
01270 - Production Control Clerk	18.25
01280 - Receptionist	8.99
01290 - Rental Clerk	12.40
01300 - Scheduler, Maintenance	14.76
01311 - Secretary I	14.76
01312 - Secretary II	16.39
01313 - Secretary III	18.40
01320 - Service Order Dispatcher	15.85
01410 - Supply Technician	21.63
01420 - Survey Worker	13.07
01531 - Travel Clerk I	11.47
01532 - Travel Clerk II	12.17
01533 - Travel Clerk III	12.84

01611 - Word Processor I	12.70
01612 - Word Processor II	15.07
01613 - Word Processor III	17.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.15
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.64
05070 - Automotive Worker	15.64
05110 - Mobile Equipment Servicer	13.45
05130 - Motor Equipment Metal Mechanic	17.68
05160 - Motor Equipment Metal Worker	15.64
05190 - Motor Vehicle Mechanic	17.68
05220 - Motor Vehicle Mechanic Helper	12.37
05250 - Motor Vehicle Upholstery Worker	14.56
05280 - Motor Vehicle Wrecker	15.64
05310 - Painter, Automotive	16.73
05340 - Radiator Repair Specialist	15.64
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	17.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.70
07041 - Cook I	9.77
07042 - Cook II	11.36
07070 - Dishwasher	7.55
07130 - Food Service Worker	7.00
07210 - Meat Cutter	11.36
07260 - Waiter/Waitress	7.73
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.81
09040 - Furniture Handler	10.80
09080 - Furniture Refinisher	14.81
09090 - Furniture Refinisher Helper	10.95
09110 - Furniture Repairer, Minor	12.89
09130 - Upholsterer	14.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.10
11060 - Elevator Operator	7.98
11090 - Gardener	10.50
11122 - Housekeeping Aide	8.91
11150 - Janitor	8.91
11210 - Laborer, Grounds Maintenance	9.07
11240 - Maid or Houseman	7.88
11260 - Pruner	7.98
11270 - Tractor Operator	10.12
11330 - Trail Maintenance Worker	9.08
11360 - Window Cleaner	9.99
12000 - Health Occupations	
12010 - Ambulance Driver	14.48
12011 - Breath Alcohol Technician	16.03
12012 - Certified Occupational Therapist Assistant	19.66
12015 - Certified Physical Therapist Assistant	19.66
12020 - Dental Assistant	12.02
12025 - Dental Hygienist	29.85
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	14.53
12071 - Licensed Practical Nurse I	13.76
12072 - Licensed Practical Nurse II	16.03
12073 - Licensed Practical Nurse III	17.47
12100 - Medical Assistant	10.53
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	13.28
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	13.48
12210 - Nuclear Medicine Technologist	27.41
12221 - Nursing Assistant I	8.81
12222 - Nursing Assistant II	9.91
12223 - Nursing Assistant III	10.80
12224 - Nursing Assistant IV	12.12
12235 - Optical Dispenser	14.76

12236 - Optical Technician	12.46
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.12
12305 - Radiologic Technologist	21.60
12311 - Registered Nurse I	21.54
12312 - Registered Nurse II	28.94
12313 - Registered Nurse II, Specialist	29.79
12314 - Registered Nurse III	35.92
12315 - Registered Nurse III, Anesthetist	35.92
12316 - Registered Nurse IV	43.04
12317 - Scheduler (Drug and Alcohol Testing)	18.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.40
13012 - Exhibits Specialist II	22.61
13013 - Exhibits Specialist III	27.58
13041 - Illustrator I	18.40
13042 - Illustrator II	22.61
13043 - Illustrator III	27.58
13047 - Librarian	20.84
13050 - Library Aide/Clerk	12.09
13054 - Library Information Technology Systems Administrator	18.82
13058 - Library Technician	13.65
13061 - Media Specialist I	13.59
13062 - Media Specialist II	15.21
13063 - Media Specialist III	16.96
13071 - Photographer I	13.59
13072 - Photographer II	16.73
13073 - Photographer III	20.55
13074 - Photographer IV	25.07
13075 - Photographer V	30.40
13110 - Video Teleconference Technician	14.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.82
14042 - Computer Operator II	14.42
14043 - Computer Operator III	16.64
14044 - Computer Operator IV	18.47
14045 - Computer Operator V	20.49
14071 - Computer Programmer I (1)	20.65
14072 - Computer Programmer II (1)	22.72
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	25.56
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	12.82
14160 - Personal Computer Support Technician	18.47
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.02
15020 - Aircrew Training Devices Instructor (Rated)	30.38
15030 - Air Crew Training Devices Instructor (Pilot)	33.42
15050 - Computer Based Training Specialist / Instructor	25.56
15060 - Educational Technologist	19.67
15070 - Flight Instructor (Pilot)	33.42
15080 - Graphic Artist	19.58
15090 - Technical Instructor	17.26
15095 - Technical Instructor/Course Developer	21.10
15110 - Test Proctor	14.84
15120 - Tutor	13.95
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.91
16030 - Counter Attendant	7.91
16040 - Dry Cleaner	10.10
16070 - Finisher, Flatwork, Machine	7.91
16090 - Presser, Hand	7.91
16110 - Presser, Machine, Drycleaning	7.91
16130 - Presser, Machine, Shirts	7.91
16160 - Presser, Machine, Wearing Apparel, Laundry	7.91
16190 - Sewing Machine Operator	10.84
16220 - Tailor	11.57
16250 - Washer, Machine	8.64

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.80
19040 - Tool And Die Maker	20.49
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.56
21030 - Material Coordinator	18.25
21040 - Material Expediter	18.25
21050 - Material Handling Laborer	14.29
21071 - Order Filler	10.32
21080 - Production Line Worker (Food Processing)	13.56
21110 - Shipping Packer	11.87
21130 - Shipping/Receiving Clerk	11.87
21140 - Store Worker I	8.63
21150 - Stock Clerk	12.02
21210 - Tools And Parts Attendant	13.56
21410 - Warehouse Specialist	13.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.40
23021 - Aircraft Mechanic I	22.35
23022 - Aircraft Mechanic II	23.40
23023 - Aircraft Mechanic III	24.45
23040 - Aircraft Mechanic Helper	15.63
23050 - Aircraft, Painter	17.35
23060 - Aircraft Servicer	18.39
23080 - Aircraft Worker	19.78
23110 - Appliance Mechanic	15.53
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	19.92
23130 - Carpenter, Maintenance	15.77
23140 - Carpet Layer	14.97
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	21.15
23182 - Electronics Technician Maintenance II	22.27
23183 - Electronics Technician Maintenance III	23.58
23260 - Fabric Worker	13.84
23290 - Fire Alarm System Mechanic	16.88
23310 - Fire Extinguisher Repairer	12.72
23311 - Fuel Distribution System Mechanic	18.95
23312 - Fuel Distribution System Operator	15.07
23370 - General Maintenance Worker	14.42
23380 - Ground Support Equipment Mechanic	22.35
23381 - Ground Support Equipment Servicer	18.39
23382 - Ground Support Equipment Worker	19.78
23391 - Gunsmith I	12.72
23392 - Gunsmith II	14.97
23393 - Gunsmith III	17.23
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.01
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.35
23430 - Heavy Equipment Mechanic	17.86
23440 - Heavy Equipment Operator	16.88
23460 - Instrument Mechanic	18.82
23465 - Laboratory/Shelter Mechanic	16.09
23470 - Laborer	9.68
23510 - Locksmith	16.26
23530 - Machinery Maintenance Mechanic	20.93
23550 - Machinist, Maintenance	18.64
23580 - Maintenance Trades Helper	10.95
23591 - Metrology Technician I	18.82
23592 - Metrology Technician II	19.76
23593 - Metrology Technician III	20.75
23640 - Millwright	20.01
23710 - Office Appliance Repairer	17.35
23760 - Painter, Maintenance	16.92
23790 - Pipefitter, Maintenance	17.89
23810 - Plumber, Maintenance	16.92
23820 - Pneudraulic Systems Mechanic	17.23
23850 - Rigger	16.88
23870 - Scale Mechanic	14.97
23890 - Sheet-Metal Worker, Maintenance	16.88

23910 - Small Engine Mechanic	15.93
23931 - Telecommunications Mechanic I	20.95
23932 - Telecommunications Mechanic II	22.04
23950 - Telephone Lineman	20.06
23960 - Welder, Combination, Maintenance	16.88
23965 - Well Driller	17.23
23970 - Woodcraft Worker	17.23
23980 - Woodworker	13.99
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	11.57
24610 - Chore Aide	7.11
24620 - Family Readiness And Support Services Coordinator	10.77
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.40
25040 - Sewage Plant Operator	14.81
25070 - Stationary Engineer	17.40
25190 - Ventilation Equipment Tender	11.70
25210 - Water Treatment Plant Operator	14.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.46
27007 - Baggage Inspector	8.68
27008 - Corrections Officer	10.87
27010 - Court Security Officer	13.48
27030 - Detection Dog Handler	12.46
27040 - Detention Officer	10.87
27070 - Firefighter	12.98
27101 - Guard I	8.68
27102 - Guard II	12.46
27131 - Police Officer I	16.21
27132 - Police Officer II	18.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.86
28042 - Carnival Equipment Repairer	10.73
28043 - Carnival Equipment Worker	7.24
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.20
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	14.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.85
29020 - Hatch Tender	18.07
29030 - Line Handler	18.07
29041 - Stevedore I	14.81
29042 - Stevedore II	17.01
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	14.70
30022 - Archeological Technician II	16.43
30023 - Archeological Technician III	20.35
30030 - Cartographic Technician	23.42
30040 - Civil Engineering Technician	21.48
30061 - Drafter/CAD Operator I	17.03
30062 - Drafter/CAD Operator II	19.46
30063 - Drafter/CAD Operator III	21.06
30064 - Drafter/CAD Operator IV	23.42
30081 - Engineering Technician I	15.87
30082 - Engineering Technician II	17.53
30083 - Engineering Technician III	19.69
30084 - Engineering Technician IV	23.86
30085 - Engineering Technician V	29.19
30086 - Engineering Technician VI	32.57
30090 - Environmental Technician	22.92
30210 - Laboratory Technician	21.81

30240 - Mathematical Technician	25.67
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	22.52
30363 - Paralegal/Legal Assistant III	27.56
30364 - Paralegal/Legal Assistant IV	33.36
30390 - Photo-Optics Technician	24.56
30461 - Technical Writer I	18.76
30462 - Technical Writer II	22.94
30463 - Technical Writer III	29.85
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	17.81
30621 - Weather Observer, Senior (3)	19.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.00
31030 - Bus Driver	13.80
31043 - Driver Courier	12.64
31260 - Parking and Lot Attendant	7.29
31290 - Shuttle Bus Driver	13.67
31310 - Taxi Driver	8.95
31361 - Truckdriver, Light	13.79
31362 - Truckdriver, Medium	15.10
31363 - Truckdriver, Heavy	15.01
31364 - Truckdriver, Tractor-Trailer	15.01
99000 - Miscellaneous Occupations	
99030 - Cashier	7.78
99050 - Desk Clerk	8.82
99095 - Embalmer	19.16
99251 - Laboratory Animal Caretaker I	8.23
99252 - Laboratory Animal Caretaker II	9.04
99310 - Mortician	24.13
99410 - Pest Controller	11.08
99510 - Photofinishing Worker	10.52
99710 - Recycling Laborer	11.54
99711 - Recycling Specialist	14.76
99730 - Refuse Collector	10.52
99810 - Sales Clerk	10.35
99820 - School Crossing Guard	8.87
99830 - Survey Party Chief	17.58
99831 - Surveying Aide	12.99
99832 - Surveying Technician	15.97
99840 - Vending Machine Attendant	11.07
99841 - Vending Machine Repairer	13.99
99842 - Vending Machine Repairer Helper	11.07

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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.