

TPA = 02

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
01

PAGE OF PAGES  
1

AMENDMENT/MODIFICATION NO.  
23

3. EFFECTIVE DATE  
SEP 12 2005

4. REQUISITION/PURCHASE REQ. NO.  
N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY  
Procurement Office  
George C. Marshall Space Flight Center  
National Aeronautics and Space Administration  
Marshall Space Flight Center, AL 35812

CODE  
PS-31/MEE

7. ADMINISTERED BY (If other than Item 6)  
Robert F. Whiteley  
256-544-0418 (Voice)  
256-544-3223 (Fax)

CODE  
PS-31

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

EG&G Technical Services, Inc.  
900 Clopper Road  
Gaithersburg, MD 20878

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
GS-10F-0038M/H36049D

10B. DATED (SEE ITEM 13)

CODE Cage Code 34157 FACILITY CODE SAP 112857

Effective Date August 1, 2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15 and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

PRs 4200128705 - \$2,253,954.00 and 4200120469 - \$226,878.00 Total = \$2,480,832.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) (SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4(c) Contract Terms and Conditions - Commercial Items, Changes
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Total Fixed Price, FFP Lump Sum	Total Not-to-Exceed FFP IDIQ	Total Not-to-Exceed Contract Value	Total Sum Allotted
Prev. Base Total	\$22,310,405	\$16,976,719	\$39,287,124	\$17,370,393.50
This Modification	139,472	\$7,145,858	\$7,285,330	\$2,480,832.00
New NTE Amount	\$22,449,877	\$24,122,577	\$46,572,454	\$19,851,225.50

SEE PAGE 2 FOR DESCRIPTION OF CHANGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert F. Whiteley		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY ROBERT F. WHITELEY (Signature of Contracting Officer)	16C. DATE SIGNED SEP 12 2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  
(continued)

The purpose of this modification are to increase contract value based on the latest wage determinations as follows: (1) CBA-2004-2136 Rev 0; (2) CBA-2004-2137 Rev 2; (3) CBA-2004-2138 Rev 3; (4) CBA-2004-2139 Rev 0; and, (5) 1994-2008 rev 23, and, to obligate incremental funds in the amount of \$2,480,832.

- A. Under Section 2, Clause 2, "Firm-Fixed-Price for Lump Sum," page 6, paragraph A the firm-fixed price is increased by \$139,472 (from \$ 22,310,405 to \$ 22,449,877) due to the the wage determination (listed above) increases for Base Year C rate changes.
- B. Under Section 2, Clause 3, "Limitation of Funds", page 6 paragraph A, the total amount allotted by the Government is increased by \$2,480,832 from \$17,370,393.50 to \$19,851,225.50 for procurement requests 4200120469 - \$226,878.00 and 4200128705 - \$2,253,954.00. This additional funding will cover the contract requirements through February 17, 2006.
- C. On the Standard Form 1449, Solicitation/Contract/Order for Commercial Items, Block 26 is increased by \$ 139,472 (from \$ 22,310,405 to \$ 22,449,877) in recognition of the action taken in "A" above.
- D. On the Standard Form 30, Amendment of Solicitation/Modification of Contract, Block 14 of this modification, the Total Not-to-Exceed FFP IDIQ is increased by \$7,145,858 (from \$16,976,719 to \$24,122,577), since the period of performance is now in base year C and only \$7,145,858 of IDIQ was expended in Base Year B. This new total is comprised of Base Year A \$ 4,976,719 plus Base Year B \$7,145,858 plus Base Year C of \$12,000,000.00 (maximum).
- E. On the Standard Form 30, Amendment of Solicitation/Modification of Contract, Block 14 of this modification the Total Not-to-Exceed Contract Value is increased by \$7,285,330 (from \$39,287,124 to \$46,572,454) in recognition of the actions taken in "A" and "D" above.
- F. Under Section 2, Clause 6, "Indefinite Delivery/Indefinite Quantity (IDIQ)," page 9, for Base Year B, amount of \$7,145,858 is included in this last column.
- G. Under Section 3, "List of Attachments," the Table of Contents, page 51, the number of pages for attachment 5 is changed due to inclusion of wage determinations for Base Year C.
- H. In Attachment 5, "Wage Determinations," pages 5-38 through 5-55 are added for the wage determinations for Base Year C. These wage determinations have already been provided to the contractor and serve as the bases for the adjusted prices for Base Year C as increased above.

- I. Under the following contract sections: (1) "Schedule of Prices for Lump Sum Work", (2) "Schedule of Prices for Prepriced IDIQ Work", and (3) "Schedule of Fully Burdened Rates" pages below are deleted and replaced in the contract. This incorporates SCA Wage Determination 1994-2008 Revision 23 and: (1) CBA-2004-2136 Rev 0; (2) CBA-2004-2137 Rev 2; (3) CBA-2004-2138 Rev 3; (4) CBA-2004-2139 Rev 0 into Base Year C of the contract.

Deleted and added pages:

"Schedule of Prices for Lump Sum Work": Delete pages 3-17 to 3-23, Add pages 1-3.

"Schedule of Prices for Prepriced IDIQ Work": Delete page 3 of 10, Add page 1 of 1.

"Schedule of Fully Burdened Rates: Delete 2 pages (Base Year C), Add pages 1 of 2.

J Contractor's Statement of Release.

**In consideration of the modification(s) agreed to herein**

as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.

K. Change Identification - Modifications 23

This modification makes changes to order H36049D as reflected on the pages enclosed herewith. In order to reflect the changes made, the pages listed below are hereby deleted from, and/or added to, H36049D. A vertical change bar is included in the right margin to indicate the specific area of change.

Page(s) Deleted

Section 2, p. 6  
Section 2, p. 7  
Section 2, p. 9  
Lump Sum Base Year C, page 1 thru 3  
Prepriced IDIQ Work, Base Year C, page 1  
Schedule of Fully Burdened Rates  
Section 3, List of Attachments, p. 51

Page(s) Added

Section 2, p. 6  
Section 2, p. 7  
Section 2, p. 9  
Lump Sum Base Year C, page 1 thru 3  
Prepriced IDIQ Work, Base Yr C, page 1  
Schedule of Fully Burdened Rates, pages 1 of 2  
Section 3, List of Attachments, p. 51  
Attachment 5, page 38 thru page 51

- A. The total firm-fixed price of this GSA order for the base period from the effective date through July 31, 2006 is: \$22,449,877 (including phase-in costs and phase in adjustment for base year A.)
- B. If the Government exercises any options or awards any of the award-term periods pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION/ PERIOD</u>	<u>AWARD TERM PERIOD</u>	<u>FIRM FIXED</u>	<u>PRICE LUMP SUM</u>
<u>COVERED</u>			
Option No. 1	08/01/06 - 07/31/07	\$ 7,422,089	(From Spreadsheet 4)
Option No. 2	08/01/07 - 07/31/08	\$ 7,496,230	(From Spreadsheet 5)
Award-Term Period 1	08/01/08 - 02/28/09	\$ 4,383,146	(From Spreadsheet 6)
Award-Term Period 2	03/01/09 - 09/30/09	\$ 4,406,975	(From Spreadsheet 7)
Award-Term Period 3	10/01/09 - 04/30/10	\$ 4,441,551	(From Spreadsheet 8)
Award-Term Period 4	05/01/10 - 11/30/10	\$ 4,478,555	(From Spreadsheet 9)
Award-Term Period 5	12/01/10 - 07/31/11	\$ 5,123,946	(From Spreadsheet 10)

### 3. LIMITATION OF FUNDS

- A. Of the total price of the services identified as lump sum, the sum of \$19,851,225.50 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

#### SCHEDULE FOR ALLOTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
February 18, 2006	\$2,598,651.50

\*NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL TASK ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.

The Contractor agrees to perform, or have performed work, as specified in the PWS up to the point at which, if this order is terminated pursuant to paragraph (l) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the order. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the order, anything to the contrary in the termination clause notwithstanding.

- C. 1. It is contemplated that funds presently allotted to this order will cover the work to be performed until February 17, 2006
2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the order is terminated pursuant to paragraph (1) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to that clause will approximate 75 percent of the total amount then allotted to the order.
3. (i) The notice shall state the estimated date when the point referred to in subparagraph 3.C.(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the order or otherwise agreed to by the parties.
4. If, after the notification referred to in subdivision 3.C.(3).(ii) above, additional funds are not allotted by the date specified in subparagraph 3C(1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this order on that date or on the date set forth in the request, whichever is later, pursuant to paragraph (1) of FAR Clause 52.212-4.
- D. When additional funds are allotted from time to time for continued performance of the work under this order, the parties shall agree on the applicable period of order performance to be covered by these funds. The provisions of subparagraphs 3.A and 3.C above shall apply to the additional funds and the substituted date pertaining to them, and the order shall be modified accordingly.
- E. If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this order, the Contractor incurs additional costs or is delayed in the performance of the work under this order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices

fifty (50) miles of MSFC or at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

**6. INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)**

A. The definite quantities of services in this order are considered to be that identified as the firm-fixed-price lump sum portion. These services are ordered, and funds are obligated, by this order. Work that cannot be sufficiently identified, predetermined, or quantified is identified as IDIQ work.

B. IDIQ work is specified in Performance Work Statement Sections 3 to 10, Attachment 1.

C. The value (minimum and maximum) of all IDIQ work under this order is as follows:

<u>PERIOD</u>	<u>IDIQ Dollars</u>
	Min/Max Range/Used
Base Year A	08/01/03 – 07/31/04 \$400,000/\$12,000,000/\$4,976,719
Base Year B	08/01/04 – 07/31/05 \$400,000/\$12,000,000 /\$7,145,858
Base Year C	08/01/05 – 07/31/06 \$400,000/\$12,000,000
Option No. 1	08/01/06 – 07/31/07 \$400,000/\$12,000,000
Option No. 2	08/01/07 – 07/31/08 \$400,000/\$12,000,000
Award-Term Period 1	08/01/08 – 02/28/09 \$233,333/\$7,000,000
Award-Term Period 2	03/01/09 – 09/30/09 \$233,333/\$7,000,000
Award-Term Period 3	10/01/09 – 04/30/10 \$233,333/\$7,000,000
Award-Term Period 4	05/01/10 – 11/30/11 \$233,333/\$7,000,000
Award-Term Period 5	12/01/11 – 07/31/11 \$266,666/\$8,000,000

After the actual IDIQ value is identified for a period of performance, the contract value will be revised to include only the actual price for the period and not the maximum IDIQ dollars for that period.

The Government is not obligated to place any orders under this order for IDIQ work except for the guaranteed minimum stated above. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable price adjustment.

(End of Clause)

**7. ORDER LIMITATIONS (52.216-19) (Oct 1995)**

A. *Minimum order.* When the Government requires supplies or services covered by this order in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the order.

**SECTION 3 - LIST OF ATTACHMENTS**

<u>Attachments</u>	<u>Title</u>	<u>Pages</u>
1	Performance Work Statement	1-1 - 1-123
2	Data Procurement Document	2-1 - 2-67
3	Performance Requirements Summary	3-1 - 3-34
4	Award-Term Plan	4-1 - 4-18
5	Wage Determinations	5-1 - 5-47
6	Small Business Subcontracting Plan (To be submitted by the Quoter)	6-1
7	Safety and Health Plan (To be submitted by the Quoter)	7-1
8	Terms and Conditions for Operations of Retail Store, Building 4471	8-1 - 8-10
9	Government Furnished Facility Listing	9-1 - 9-34
10	Government Furnished Equipment Listing	10-1 - 10-16
11	Directives, Instructions, Policies, and Regulation Listing	11-1 - 11-5
12	Mandatory Store Item List	12-1 - 12-3
13	Other Retail Store List	13-1 - 13-2
14	Approved Furniture List	14-1 - 14-3
15	Special Events List	15-1 - 15-4

(END OF SECTION)

REGISTER OF WAGE DETERMINATION 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  
Director

Division of  
Wage Determinations

Wage Determination No.: CBA-2004-2136  
Revision No.: 0  
Date Of Last Revision: 7/19/2004

State: Alabama

Area: Madison

Employed on National Aeronautics and Space Administration, Marshall Space Flight Center contract for Logistics Services.

Collective Bargaining Agreement between contractor: EG&G Logistics Services, Inc., and union: International Union of Operating Engineers Local 320, effective 6/1/2004 through 10/31/2009.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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

ORIGINAL SIGNED BY:  
William W. Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: CBA-2004-2137  
Revision No.: 2  
Date Of Last Revision: 6/21/2005

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State: Alabama

Area: Madison

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Employed on National Aeronautics and Space Administration, Marshall Space Flight Center contract for Logistics Services.

Collective Bargaining Agreement between contractor: EG&G Logistics Services, Inc. and union: The Communications Workers of America, AFL-CIO local 3905 effective 11/1/2003 through 7/31/2006 and as amended on 04/01/2004, 11/07/2004, 11/19/2004, 07/30/2004, 04/13/2005.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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

ORIGINAL SIGNED BY:  
William W. Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: CBA-2004-2138  
Revision No.: 3  
Date Of Last Revision: 6/21/2005

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State: Alabama

Area: Madison

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Employed on National Aeronautics and Space Administration, Marshall Space Flight Center contract for Cafeteria Services.

Collective Bargaining Agreement between contractor: Southern Foodservice Management, Inc. and union: UNITE HERE, AFL-CIO, local 719, effective 10/03/2004 through 02/28/2007.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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.: CBA-2004-2139  
Revision No.: 0  
Date Of Last Revision: 7/19/2004

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State: Alabama

Area: Madison

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Employed on National Aeronautics and Space Administration, Marshall Space Flight Center contract for Logistics Support Services.

Collective Bargaining Agreement between contractor: EG&G Technical Services, Inc. and union: IUE, The Industrial Division of the Communication Workers of America, AFL-CIO, CLLC (IUE-CWA) local 83783 effective 11/01/2003 through 07/31/2007.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



01520 - Test Proctor	17.16
01531 - Travel Clerk I	9.37
01532 - Travel Clerk II	9.92
01533 - Travel Clerk III	10.58
01611 - Word Processor I	12.27
01612 - Word Processor II	13.77
01613 - Word Processor III	15.39
<b>03000 - Automatic Data Processing Occupations</b>	
03010 - Computer Data Librarian	13.06
03041 - Computer Operator I	13.22
03042 - Computer Operator II	17.17
03043 - Computer Operator III	18.39
03044 - Computer Operator IV	23.48
03045 - Computer Operator V	26.39
03071 - Computer Programmer I (1)	19.93
03072 - Computer Programmer II (1)	23.89
03073 - Computer Programmer III (1)	27.62
<del>03074 - Computer Programmer IV (1)</del>	<del>27.62</del>
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.22
<b>05000 - Automotive Service Occupations</b>	
05005 - Automotive Body Repairer, Fiberglass	17.50
05010 - Automotive Glass Installer	15.94
05040 - Automotive Worker	15.94
05070 - Electrician, Automotive	16.73
05100 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
<b>07000 - Food Preparation and Service Occupations</b>	
(not set) - Food Service Worker	8.09
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Meat Cutter	12.41
07250 - Waiter/Waitress	6.82
<b>09000 - Furniture Maintenance and Repair Occupations</b>	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09070 - Furniture Refinisher	17.56
09100 - Furniture Refinisher Helper	14.41

09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
<b>11030 - General Services and Support Occupations</b>	
11030 - Cleaner, Vehicles	8.16
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11121 - House Keeping Aid I	7.13
11122 - House Keeping Aid II	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	6.63
11270 - Pest Controller	12.10
11300 - Refuse Collector	10.21
11330 - Tractor Operator	12.08
11360 - Window Cleaner	8.24
<b>12000 - Health Occupations</b>	
12020 - Dental Assistant	13.87
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.33
12071 - Licensed Practical Nurse I	12.46
12072 - Licensed Practical Nurse II	14.00
12073 - Licensed Practical Nurse III	15.68
12100 - Medical Assistant	9.81
12130 - Medical Laboratory Technician	13.21
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12221 - Nursing Assistant I	8.09
12222 - Nursing Assistant II	9.09
12223 - Nursing Assistant III	9.92
12224 - Nursing Assistant IV	11.13
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	11.89
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	24.27
12313 - Registered Nurse II, Specialist	24.27
12314 - Registered Nurse III	29.36
12315 - Registered Nurse III, Anesthetist	29.36
12316 - Registered Nurse IV	35.18
<b>13000 - Information and Arts Occupations</b>	
13002 - Audiovisual Librarian	21.15
13011 - Exhibits Specialist I	17.77
13012 - Exhibits Specialist II	21.76
13013 - Exhibits Specialist III	26.45
13041 - Illustrator I	17.77
13042 - Illustrator II	21.76
13043 - Illustrator III	26.45
13047 - Librarian	20.75
13050 - Library Technician	14.67
13071 - Photographer I	13.58
13072 - Photographer II	15.68
13073 - Photographer III	18.78
13074 - Photographer IV	22.96
13075 - Photographer V	27.87

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	7.13
15030 - Counter Attendant	7.13
15040 - Dry Cleaner	8.95
15070 - Finisher, Flatwork, Machine	7.13
15090 - Presser, Hand	7.13
15100 - Presser, Machine, Drycleaning	7.13
15130 - Presser, Machine, Shirts	7.13
15160 - Presser, Machine, Wearing Apparel, Laundry	7.51
15190 - Sewing Machine Operator	9.46
15220 - Tailor	9.89
15250 - Washer, Machine	7.73

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	19.44
19040 - Tool and Die Maker	23.71

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	16.80
21020 - Material Coordinator	16.82
21030 - Material Expediter	16.82
21040 - Material Handling Laborer	10.29
21050 - Order Filler	10.87
21071 - Forklift Operator	14.82
21080 - Production Line Worker (Food Processing)	12.73
21100 - Shipping/Receiving Clerk	12.72
21130 - Shipping Packer	12.72
21140 - Store Worker I	10.15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.77
21210 - Tools and Parts Attendant	14.82
21400 - Warehouse Specialist	14.00

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft Quality Control Inspector	24.45
23060 - Aircraft Servicer	19.34
23070 - Aircraft Worker	20.27
23100 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	22.67
23181 - Electronics Technician, Maintenance I	16.30
23182 - Electronics Technician, Maintenance II	25.55
23183 - Electronics Technician, Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23340 - Fuel Distribution System Mechanic	18.79
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.38
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87

23460 - Instrument Mechanic	18.79
23470 - Laborer	10.30
23500 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23640 - Millwright	18.79
23700 - Office Appliance Repairer	18.04
23740 - Painter, Aircraft	17.56
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.59
23800 - Plumber, Maintenance	17.76
23820 - Pseudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23930 - Telecommunication Mechanic I	18.38
23931 - Telecommunication Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
<b>24000 - Personal Needs Occupations</b>	
24570 - Child Care Attendant	7.07
24580 - Child Care Center Clerk	8.83
24600 - Chore Aid	6.95
24630 - Homemaker	11.20
<b>25000 - Plant and System Operation Occupations</b>	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
<b>27000 - Protective Service Occupations</b>	
(not set) - Police Officer	16.91
27004 - Alarm Monitor	11.83
27006 - Corrections Officer	14.08
27010 - Court Security Officer	14.49
27040 - Detention Officer	14.08
27070 - Firefighter	11.64
27101 - Guard I	9.95
27102 - Guard II	12.55
<b>28000 - Stevedoring/Longshoremen Occupations</b>	
28010 - Blocker and Bracer	15.78
28020 - Hatch Tender	15.78
28030 - Line Handler	15.78
28040 - Stevedore I	12.83
28050 - Stevedore II	15.54

29000 - Technical Occupations

21150 - Graphic Artist	19.60
29010 - Air Traffic Control Specialist, Center (2)	31.69
29011 - Air Traffic Control Specialist, Station (2)	21.85
29012 - Air Traffic Control Specialist, Terminal (2)	24.07
29023 - Archeological Technician I	15.69
29024 - Archeological Technician II	17.56
29025 - Archeological Technician III	21.76
29030 - Cartographic Technician	22.32
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	20.75
29061 - Drafter I	13.99
29062 - Drafter II	15.69
29063 - Drafter III	17.77
29064 - Drafter IV	21.76
29081 - Engineering Technician I	12.79
29082 - Engineering Technician II	15.89
29083 - Engineering Technician III	19.09
29084 - Engineering Technician IV	26.34
29085 - Engineering Technician V	30.74
29086 - Engineering Technician VI	37.17
29090 - Environmental Technician	20.17
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	20.67
29210 - Laboratory Technician	16.70
29240 - Mathematical Technician	23.77
29361 - Paralegal/Legal Assistant I	14.55
29362 - Paralegal/Legal Assistant II	18.40
29363 - Paralegal/Legal Assistant III	22.45
29364 - Paralegal/Legal Assistant IV	27.17
29390 - Photooptics Technician	22.75
29480 - Technical Writer	23.07
29491 - Unexploded Ordnance (UXO) Technician I	20.14
29492 - Unexploded Ordnance (UXO) Technician II	24.37
29493 - Unexploded Ordnance (UXO) Technician III	29.21
29494 - Unexploded (UXO) Safety Escort	20.14
29495 - Unexploded (UXO) Sweep Personnel	20.14
29620 - Weather Observer, Senior (3)	18.79
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.39
29622 - Weather Observer, Upper Air (3)	18.39

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	12.67
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	11.97
31300 - Taxi Driver	9.91
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	15.61
31363 - Truckdriver, Heavy Truck	16.26
31364 - Truckdriver, Tractor-Trailer	16.26

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	7.48
99030 - Cashier	8.30
99041 - Carnival Equipment Operator	8.93
99042 - Carnival Equipment Repairer	9.38

99043 - Carnival Worker	7.40
99050 - Desk Clerk	6.90
99095 - Embalmer	20.14
99300 - Lifeguard	10.58
99310 - Mortician	20.14
99350 - Park Attendant (Aide)	13.29
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.58
99500 - Recreation Specialist	11.14
99510 - Recycling Worker	12.22
99610 - Sales Clerk	10.08
99620 - School Crossing Guard (Crosswalk Attendant)	9.47
99630 - Sport Official	10.58
99658 - Survey Party Chief (Chief of Party)	13.77
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.61
99660 - Surveying Aide	8.48
99690 - Swimming Pool Operator	12.94
99720 - Vending Machine Attendant	11.29
99730 - Vending Machine Repairer	12.94
99740 - Vending Machine Repairer Helper	11.29

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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 regarding 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, ~~for 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.

**NOTE:** 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 \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates

wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information

including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or 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.~~