

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 15

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912DW-04-P-0178	2. DELIVERY ORDER/ CALL NO. W912DW	3. DATE OF ORDER/CALL 2004 Apr 21	4. REQ./ PURCH. REQUEST NO. W68MD9-4097-2148	5. PRIORITY
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6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329	CODE W912DW	7. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SCOTT BRITT PH:206-764-3517 FAX: 206-764-6817 SCOTT.W.BRITT@US.ARMY.MIL SEATTLE WA	CODE W912DW	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR KELLY'S EXCAVATING INC KELLY 253-288-0067 3280 B STREET NW SUITE H AUBURN WA 98001	CODE 0DZ57	FACILITY	10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE	11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15

14. SHIP TO SEE SCHEDULE FOR FURTHER INFORMATION. US ARMY CORPS OF ENGRS SEATTLE WA 98124-3755	CODE SEE SCH	15. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	CODE W66KQZ	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL		This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	X	Reference your quote dated 19-Apr-2004 Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: (206) 764-6696 EMAIL: sharon.j.gonzalez@usace.army.mil BY: SHARON GONZALEZ	<i>Sharon Gonzalez</i> CONTRACTING / ORDERING OFFICER	25. TOTAL \$6,160.00
			29. DIFFERENCES

26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____	27. SHIP NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	28. DO VOUCHER NO.	30. INITIALS	33. AMOUNT VERIFIED CORRECT FOR
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	34. CHECK NUMBER	
			35. BILL OF LADING NO.	

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$6,160.00	\$6,160.00 NTE

TACOMA/PUYALLUP RIVER GARBAGE REMOVAL
FFP

PROVIDE ALL SERVICES, LABOR, AND EQUIPMENT TO PERFORM GARBAGE PICKUP/DISPOSAL AT THE TACOMA/ PUYALLUP RIVER AUTHORIZED PROJECT IN ACCORDANCE WITH THE STATEMENT OF WORK AND APPLICABLE WAGE DECISION NO: 94-2567 REV (24) AREA: WA,TACOMA.

PROVIDE THE FOLLOWING:

CE-1: Hydraulic excavator w/ thumb, 120 hp minimum, 30,000 lb operating weight minimum, 24 ft reach minimum and operator:

Regular Hourly rate \$85.00 x 16 hours = \$1,360.00

Mobilization and Demobilization 1 JOB Lump Sum = \$100.00

Groundsman (2) Regular Hourly rate 60.00 x 16 hours = \$960.00

CE-2: 10 CY Dump Truck and operator:

Regular Hourly rate \$65.00 x 16 hours = \$1,040.00

Garbage Disposal (recycle/landfill) Fee \$90.00 per ton x 30 tons = \$2,700.00

The Contractor agrees to furnish the above equipment with operator for work at the Puyallup River Authorized Project, Pierce County, Washington as directed by the Seattle District Corps of Engineers. It is agreed that the time length of hire will be for the duration of the work or until verbal release by the Contracting Officer or a representative of the CO. Hourly rates as stated above include the furnishing of operator, operating material and supplies. Equipment hours are estimates only. There is no guarantee that all hours will be utilized. Number of hours is approximate.

Project Point of Contact: Charles Ifft 206-764-3406

INVOICE ACTUAL HOURS WORKED

SEND INVOICES TO THE FOLLOWING ADDRESS:

Sara Young CENWS-OD-EM

PO BOX 3755

SEATTLE WA, 98124-3755

PURCHASE REQUEST NUMBER: W68MD9-4097-2148

NET AMT	\$6,160.00
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ACRN AA Funded Amount	\$6,160.00
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FOB: Destination

Section C - Descriptions and Specifications

STATEMENT OF WORK

1. LOCATION

Equipment and operators furnished under this purchase order shall be delivered to and used at multiple locations along both banks of the Puyallup River; the on-site government representative will determine specific work sites.

2. WORK TO BE DONE

The project consists of picking up and disposing of miscellaneous garbage and debris from the top and side slopes of the flood control levee. Removal via dump truck is to be either to a recycling facility or a landfill. Garbage destination determination is to be made by the on-site Government representative. Interim mobilizations will be required to access all work locations

3. COMMENCEMENT, PROSECUTION AND COMPLETION

It is anticipated that work will be accomplished from May 11-12, 2004.

4. INSPECTION AND SUPERVISION

All work will be conducted under direction of the Emergency Management Branch, Seattle District, Corps of Engineers.

5. SAFETY REQUIREMENTS

Operation of equipment shall be conducted in accordance with the requirements of EM 385-1-1 "Safety and Health Requirements Manual", dated 3 September 1996. Back-up alarms are required for all trucks.

6. MEASUREMENT AND PAYMENT

(a) Measurement

For the purpose of calculating payrolls, the workweek is based on seven (7) consecutive days, beginning at 0001 hours (0:01 AM) Monday and ending at 2400 hours (12:00 midnight) Sunday. This workweek shall remain fixed throughout the performance period of this purchase order.

(b) Payment

(1) Mobilization and Demobilization: Payment will be made at the purchase order lump sum price for (items including) Mobilization and Demobilization, payment of which shall constitute full compensation for assembling equipment at site preparatory to starting work, and for removing it there from at completion of the work under direction of the Contracting Officer.

(2) Hourly Payment: Hourly Payment will made based on the actual number of hours each type of equipment with the driver/operator(s) work on this purchase order.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 2520A00067017920 NA 96453
COST 000000000000
CODE:
AMOUNT: \$6,160.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7 Central Contractor Registration OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(APR 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of 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.

(e) 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 of 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

(End of clause)

WAGE DECISION

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

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2567

Revision No.: 24

Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	10.13
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	13.94
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.43
01132 - Key Entry Operator II	13.24
01191 - Order Clerk I	11.69
01192 - Order Clerk II	12.76
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.35
01290 - Rental Clerk	12.63
01300 - Scheduler, Maintenance	14.07
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.79
01341 - Stenographer I	13.43
01342 - Stenographer II	15.26
01400 - Supply Technician	18.49

01420 - Survey Worker (Interviewer)	13.39
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	10.80
01532 - Travel Clerk II	11.76
01533 - Travel Clerk III	12.66
01611 - Word Processor I	12.70
01612 - Word Processor II	13.70
01613 - Word Processor III	14.86
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.50
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.40
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	27.36
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.65
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.67
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.80
05010 - Automotive Glass Installer	20.46
05040 - Automotive Worker	20.46
05070 - Electrician, Automotive	21.78
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.78
05160 - Motor Equipment Metal Worker	20.46
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	20.46
05280 - Motor Vehicle Wrecker	20.46
05310 - Painter, Automotive	21.12
05340 - Radiator Repair Specialist	20.46
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.78
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	12.37
07041 - Cook I	10.82
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	17.56
07250 - Waiter/Waitress	9.27
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.45
09040 - Furniture Handler	15.33
09070 - Furniture Refinisher	17.45
09100 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	16.37
09130 - Upholsterer	16.91

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	13.16
11240 - Maid or Houseman	9.32
11270 - Pest Controller	16.54
11300 - Refuse Collector	12.84
11330 - Tractor Operator	14.41
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	13.97
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.60
12071 - Licensed Practical Nurse I	14.26
12072 - Licensed Practical Nurse II	15.98
12073 - Licensed Practical Nurse III	17.90
12100 - Medical Assistant	12.24
12130 - Medical Laboratory Technician	15.77
12160 - Medical Record Clerk	13.74
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.12
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.31
12250 - Pharmacy Technician	13.96
12280 - Phlebotomist	14.53
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46
12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.80
13011 - Exhibits Specialist I	16.95
13012 - Exhibits Specialist II	20.94
13013 - Exhibits Specialist III	25.64
13041 - Illustrator I	16.95
13042 - Illustrator II	20.94
13043 - Illustrator III	25.64
13047 - Librarian	22.07
13050 - Library Technician	13.51
13071 - Photographer I	17.08
13072 - Photographer II	19.14
13073 - Photographer III	23.59
13074 - Photographer IV	28.86
13075 - Photographer V	35.04
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.06
15030 - Counter Attendant	8.06
15040 - Dry Cleaner	10.14
15070 - Finisher, Flatwork, Machine	8.06
15090 - Presser, Hand	8.06

15100 - Presser, Machine, Drycleaning	8.06
15130 - Presser, Machine, Shirts	8.06
15160 - Presser, Machine, Wearing Apparel, Laundry	8.06
15190 - Sewing Machine Operator	10.80
15220 - Tailor	11.46
15250 - Washer, Machine	8.75
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.86
19040 - Tool and Die Maker	22.90
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.08
21020 - Material Coordinator	15.09
21030 - Material Expediter	15.09
21040 - Material Handling Laborer	14.40
21050 - Order Filler	12.87
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	16.32
21100 - Shipping/Receiving Clerk	15.17
21130 - Shipping Packer	15.17
21140 - Store Worker I	12.31
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.06
21400 - Warehouse Specialist	16.32
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.40
23040 - Aircraft Mechanic Helper	16.99
23050 - Aircraft Quality Control Inspector	22.06
23060 - Aircraft Servicer	19.19
23070 - Aircraft Worker	20.09
23100 - Appliance Mechanic	17.65
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	22.77
23130 - Carpenter, Maintenance	21.23
23140 - Carpet Layer	18.60
23160 - Electrician, Maintenance	23.34
23181 - Electronics Technician, Maintenance I	20.74
23182 - Electronics Technician, Maintenance II	23.58
23183 - Electronics Technician, Maintenance III	25.30
23260 - Fabric Worker	16.86
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	16.75
23340 - Fuel Distribution System Mechanic	19.80
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.98
23430 - Heavy Equipment Mechanic	21.95
23440 - Heavy Equipment Operator	23.88
23460 - Instrument Mechanic	22.28
23470 - Laborer	11.17
23500 - Locksmith	19.24
23530 - Machinery Maintenance Mechanic	21.61
23550 - Machinist, Maintenance	19.43
23580 - Maintenance Trades Helper	12.47
23640 - Millwright	21.74
23700 - Office Appliance Repairer	19.24
23740 - Painter, Aircraft	18.88
23760 - Painter, Maintenance	17.45

23790 - Pipefitter, Maintenance	24.16
23800 - Plumber, Maintenance	21.88
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	18.47
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	20.97
23910 - Small Engine Mechanic	16.35
23930 - Telecommunication Mechanic I	18.00
23931 - Telecommunication Mechanic II	20.41
23950 - Telephone Lineman	19.80
23960 - Welder, Combination, Maintenance	18.00
23965 - Well Driller	19.80
23970 - Woodcraft Worker	19.91
23980 - Woodworker	16.91
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.33
24580 - Child Care Center Clerk	13.41
24600 - Chore Aid	9.16
24630 - Homemaker	14.91
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.49
25040 - Sewage Plant Operator	23.33
25070 - Stationary Engineer	20.49
25190 - Ventilation Equipment Tender	15.89
25210 - Water Treatment Plant Operator	23.33
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	15.76
27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.50
27102 - Guard II	12.44
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.78
28020 - Hatch Tender	18.78
28030 - Line Handler	18.78
28040 - Stevedore I	18.35
28050 - Stevedore II	19.61
29000 - Technical Occupations	
21150 - Graphic Artist	21.29
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	18.88
29024 - Archeological Technician II	21.10
29025 - Archeological Technician III	26.14
29030 - Cartographic Technician	24.74
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.65
29040 - Civil Engineering Technician	21.28
29061 - Drafter I	15.03
29062 - Drafter II	16.87
29063 - Drafter III	19.04
29064 - Drafter IV	23.59
29081 - Engineering Technician I	15.93

29082 - Engineering Technician II	17.87
29083 - Engineering Technician III	20.17
29084 - Engineering Technician IV	24.99
29085 - Engineering Technician V	30.56
29086 - Engineering Technician VI	36.96
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	27.80
29160 - Instructor	24.21
29210 - Laboratory Technician	16.86
29240 - Mathematical Technician	19.91
29361 - Paralegal/Legal Assistant I	17.12
29362 - Paralegal/Legal Assistant II	19.24
29363 - Paralegal/Legal Assistant III	21.34
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	19.56
29480 - Technical Writer	21.73
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.84
29622 - Weather Observer, Upper Air (3)	17.84
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.85
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.07
31300 - Taxi Driver	10.57
31361 - Truckdriver, Light Truck	12.07
31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	18.22
31364 - Truckdriver, Tractor-Trailer	18.22
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.66
99030 - Cashier	10.13
99041 - Carnival Equipment Operator	11.56
99042 - Carnival Equipment Repairer	11.98
99043 - Carnival Worker	8.83
99050 - Desk Clerk	10.80
99095 - Embalmer	22.36
99300 - Lifeguard	10.12
99310 - Mortician	22.36
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.06
99500 - Recreation Specialist	14.11
99510 - Recycling Worker	15.98
99610 - Sales Clerk	12.84
99620 - School Crossing Guard (Crosswalk Attendant)	14.14
99630 - Sport Official	10.39
99658 - Survey Party Chief (Chief of Party)	26.94
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	21.50
99660 - Surveying Aide	15.72
99690 - Swimming Pool Operator	11.47
99720 - Vending Machine Attendant	12.00
99730 - Vending Machine Repairer	15.32

99740 - Vending Machine Repairer Helper

13.10

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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