

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   27
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 21-Nov-2022	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY USA ENGINEER DISTRICT, JACKSONVILLE CONTRACTING DIVISION 701 SAN MARCO BLVD JACKSONVILLE FL 32207-8175	CODE W912EP	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912EP22R0009	
		X	9B. DATED (SEE ITEM 11) 28-Sep-2022	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer 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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this amendment is to clarify the location of the SWMU XX parcel details and to correct the Puerto Rico Department of Natural and Environmental Resources (DNER) name.  See continuation sheet for details : All changes are in blue fonts.  All other terms and conditions remain the same.  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)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  21-Nov-2022

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

MOCK TASK ORDER

**PERFORMANCE WORK STATEMENT****RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) FACILITY INVESTIGATION &  
CORRECTIVE MEASURES STUDY FOR SWMU XX****1. GENERAL INFORMATION****1.1 Description of Services:**

This is a non-personal services contract to provide a RCRA Facility Investigation ("RFI") to determine the nature and extent of releases of hazardous wastes or hazardous constituents within the site (SWMU-XX) and to gather all necessary data to support the environmental indicator determinations and, if needed, a Corrective Measures Study. The RFI should include the collection of site-specific data to evaluate any human health and/or ecological impacts of contamination from the SWMU XX. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items to perform all services as defined in this Performance Work Statement except for those items specified as government furnished. Only the Contracting Officer may change the scope of this Performance Work Statement (PWS).

**1.2 Background:**

Naval Station Puerto Rico (NSPR) occupies over 8,800 acres on the northern side of the east coast of Puerto Rico. The installation is located within the town of Ceiba, approximately 35 miles southeast of San Juan and 5 miles south of Fajardo. The installation was commissioned as a Naval Operations Base in 1943 and was re-designated as NSPR in 1957. SWMU XX is an approximate 4-acre property located on former NSPR and had been used as a Defense Reutilization and Marketing Office (DRMO) staging area. The approximate center of the DRMO SWMU XX is located at 18° 13.884 N, 65° 36.447 W and can be assumed to extend in an approximate 150-foot radius from that point however the entire approximately 4-acre property is SWMU XX. Prior investigations have been conducted at SWMU XX. Certain pollutants or contaminants (P/C) may be an issue at the site covered by this PWS. Historically, identified contaminants include RCRA metals, pesticides, volatile organic compounds, and semi-volatile organic compounds. Corrective Measures to cleanup P/C may be warranted if the P/C present an imminent and substantial endangerment to the public health or welfare that result in an unacceptable risk.

The Contractor shall perform all the necessary environmental related work as required to meet the performance objectives of this PWS. SWMU XX is not on the National Priority List (NPL). All environmental services will comply with either: the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA); the National Contingency Plan (NCP) requirements; the Puerto Rico Department of Natural and Environmental Resources (DNER) requirements Puerto Rico Department of Environmental Quality (PRDEQ) Oil Control Program (OCP); the Defense Environmental Restoration Program (DERP); as applicable and with regulatory coordination, as appropriate, of the Puerto Rico Department of Environmental Quality and with the United States Environmental Protection Agency (USEPA) Region I. The DoD recently revised its Ammunition and Explosives Safety Standards (DoD 6055.09-STD) (Feb 08 as amended to DoD Manual 6055.09-M) and this document must be adhered to in the investigation and remediation of sites that may have Munitions and Explosives of Concern. Specific

requirements concerning explosives safety are further clarified in EP-385-1-95b, ER 385-1-95, EM 385-1-97, and EP 385-1-95a.

This is a performance-based task order such that the contractor is responsible for identifying any information or data gaps and pricing into their proposal any risk these information or data gaps may represent. USACE will provide readily available documents and information. A site visit is highly encouraged as a part of preparing contractor's response to this PWS.

### 1.3 Objective:

The objective of this RFI is to determine the nature and extent of releases of hazardous wastes or hazardous constituents within SWMU XX and to gather all necessary data to support the environmental indicator determinations and a Corrective Measures Study. The RFI should include the collection of site-specific data to evaluate any human health and/or ecological impacts of contamination from the SWMU. The Respondent shall furnish all personnel, materials, and services necessary for, or incidental to, performing the associated tasks.

### 1.4 Restrictions:

1. Personal Services: The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (KO) immediately.

2. Inherently Governmental: Avoidance of Performance Closely Associated with Inherently Governmental Functions. Task orders issued under this TO will receive special consideration to avoid inclusion of services which are considered closely associated with inherently governmental functions. Under no circumstances will this Contract be utilized in a manner which would require the Contractor to manage another contractor, nor in manner such as where the Contractor might influence official evaluations of other contractors; neither directly nor indirectly.

3. Brooks-Act Prohibition: Under this TO the Contractor is prohibited from performing architect-engineer type services which require a registration by state law. The Contractor is prohibited from performing architect-engineer type services, associated with the design or construction of real property (land and structures). The Contractor is prohibited from performing ancillary architect-engineer type services, which require supervision by a registered professional. The Contractor is prohibited from performing survey or mapping services associated with architect-engineer type planning, development construction, design, or alteration of real property.

### 1.5 Scope:

The contractor shall furnish all materials, equipment, supplies, personnel, and all other services required to perform the environmental services outlined in this statement of work and as specifically identified in the individual task orders.

The types of services for this scope of work include but are not limited to:

- Elevation Surveying, Remote sensing
- Archeological/Historical Survey
- Natural Resources Survey
- Direct Push Technologies sampling
- Hollow Stem Auger (HAS) drilling/monitoring well installation
- Test-Pit completion and documentation
- Soil sampling
- Groundwater sampling
- Data analysis

### 1.6 Period of Performance:

The period of performance will be for one (1) year. Field work must be performed within 90 days of TO award.

### 1.7 Place of Performance:

The work to be performed under this task order will be performed at the SWMU-XX, NSRR, Puerto Rico.

### 1.8 Recognized Holidays:

The Contractor will not be required to work on holidays indicated below:

New Year's Day (FED)	Labor Day (FED)
Martin Luther King Jr.'s Birthday (FED)	Columbus Day (FED)
President's Day (FED)	Veteran's Day (FED)
Memorial Day (FED)	Thanksgiving Day (FED)
Independence Day (FED)	Christmas Day (FED)
Juneteenth National Independence Day (FED)	

## **2. CONTRACTOR ADMINISTRATION AND MANAGEMENT**

### 2.1 Business Relations:

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

### 2.2 Contractor Personnel, Disciplines, and Specialties:

All field work associated with this task order shall be accomplished by at least one ~~certified~~ **degreed** chemist, geologist, geochemist, engineer, or environmental specialist familiar with field environmental sampling protocols in the US and PR. All field personnel will have current OSHA 29 CFR 1910.120 (HAZWOPER) 40-hour training for hazardous and toxic waste sites.

### 2.3 Key Personnel:

The follow personnel are considered key personnel by the government: The contractor shall provide a Program Manager/Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0800 - 1630, Monday through Friday except Federal holidays or when the government facility is closed for administrative reasons.

Program Manager: The Program Manager must have; 10 or more years of environmental management experience; and familiarity with Department of Defense Regulations. They shall serve as a single point of contact and liaison between the Contractor and the Contracting Officer or Contracting Officer Representative (COR) for all work required under the contract. Upon award of the contract, the Contractor shall immediately provide the Contracting Officer with the name of the individual so designated, in writing. The Contractor's Program Manager shall be responsible for the complete coordination of all work developed under the contract. All work shall be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, omissions, and ensure the technical accuracy of all reports, designs, drawings, and specifications.

Project Manager: The Contractor's Project Manager shall be an Engineer, Geologist, or Hydrogeologist with a degree from an accredited four-year college or university. He/she shall have a minimum of ten years experience directing and managing environmental projects. An Environmental Scientist or Chemist can also be a Project Manager if he/she has a minimum of ten years experience directing and managing environmental projects.

Safety & Health Manager: The Safety & Health Manager shall have the requisite training and experience to fulfill the role of Safety & Health Manager. He/she shall have the ability to prepare and implement site Health & Safety Plans as required by appropriate regulations.

Senior Geologist/Hydrogeologist: The minimum qualifications for the Senior Geologist/Hydrogeologist shall be a BS or BA degree from an accredited college or university and a minimum of five years of professional experience, including at least two years of applied experience. Experience should include the determination/evaluation of aquifer characteristics.

Senior Chemist: The minimum qualifications for the chemist shall be a BS or MS degree in chemistry or a chemistry-related field from an accredited college or university and a minimum of five years environmental laboratory experience, including at least one year of applied experience with performing data reduction of environmental data.

Senior Engineer: The minimum qualifications for the Senior Engineer shall be a BS or BA degree from an accredited college or university and a minimum of five years of professional experience, including at least two years of applied experience. Experience should include the design and implementation of remedial actions.

Risk Assessor: Minimum requirements shall be a bachelor's degree in environmental sciences preferably with chemistry or biology concentration, five or more years of experience in toxicology working as a risk assessor with a focus on providing support for a variety of environmental projects.

Geographic Information Systems (GIS) Specialist: Minimum requirements shall be a BA/BS and five or more years of GIS and field data collection software experience, knowledge and experience using ESRI ArcGIS software and tools such as ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise, experience with field data collection technologies (Collector, Survey123, etc.) and the underlying processes to support field through office processing and visualization. The GIS capabilities must include ability to perform complex and/or unique GIS functions, advanced field data collection, and environmental related projects. These types of projects include, but are not limited to field data collection, regulatory compliance, provide technical assistance to field survey crews.

Industrial Hygienist: The Industrial Hygienist shall prepare/approve Site Safety and Health Plan(s) and be responsible for maintaining appropriate safety measures during field investigations. He/she must have a minimum of two years of experience in implementing environmental safety and health plans.

Senior Biologist: The minimum qualifications for the biologist shall be a BS or BA degree from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in the geographical areas of this project. Experience should include the delineation of wetlands and related environmental permitting.

Quality Control Manager: Professional level skills and management practices are required in the performance of the contract. Accordingly, the Contractor shall establish an effective quality control program to assure that the end products meet professional standards and comply with the contract requirements. The Quality Control Manager shall develop project tracking methods to provide detailed information to the USACE regarding time and costs for each task. The Contractor's Quality Control Manager individual shall report to a senior company officer.

Senior Archeologist: The minimum qualifications shall be a MS degree from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in the area of operations.

**Field Technician:** The minimum qualifications shall be a BS or BA degree in Environmental Science, Environmental Studies, Earth Science, engineering, biology, chemistry or physical recognized major from an accredited college or university and a minimum of one year of professional experience.

#### 2.4 Identification of Contractor Employees:

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

#### 2.5 Subcontract Management:

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the KO or Contracting Officer Representative (COR).

#### 2.6 Contractor Travel:

Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR.

### 3. SECURITY

#### 3.1 Security Requirements:

Reserved

#### 3.2 Antiterrorism/Operation Security (AT/OPSEC) Requirements:

Reserved

#### 3.3 Physical Security:

The contractor shall be responsible for safeguarding all Government information. Government-furnished equipment, property, and facilities are not applicable to this task order.

#### 3.4 Key Control:

Reserved.

##### 3.4.1 Lost Keys:

Reserved.

##### 3.4.2 Keys issued to Contractor:

Reserved.

##### 3.4.3 Lock Combinations

Reserved.

#### **4. QUALITY**

##### **4.1 Quality Control:**

The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which the contractor assures himself that his work complies with the requirement of the contract. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QCP system. The quality control plan is to be delivered within 30 days after task order is issued. One electronic copy of written quality control plan shall be submitted to the Contracting Officer and COR within 5 working days when changes are made thereafter.

##### **4.2 Quality Assurance:**

The Government will evaluate the contractor's performance under this contract in accordance with the Performance Requirement Summary (PRS). Additionally, the Government will use a Quality Assurance Surveillance Plan (QASP), in the inspection of the services. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

##### **4.3 Quality Assurance Surveillance Plan (QASP):**

The Government will monitor the Contractors performance under this Task/Delivery Order in accordance with the Government QASP.

##### **4.4 Performance Requirements Summary:**

The contractor Performance Requirements are summarized into Performance Objectives; that relate directly to mission essential items (Exhibit 1). The Performance Threshold (Exhibit 1) briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

#### **5. GOVERNMENT CONTRACT ADMINISTRATION**

##### **5.1 Post Award Conference/Periodic Progress Meetings:**

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

##### **5.2 Contracting Officer Representative (COR):**

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the

responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

### 5.3 Contractor Performance Assessment Reporting System (CPARS):

Reserved

### 5.4 Service Contract Reporting

Reserved

## **6. OTHER REQUIREMENTS AND INFORMATION**

### 6.1 Hours of Operation:

The contractor is responsible for conducting business, between the hours of 0800 – 1630, Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

### 6.2 Other Direct Costs:

Reserved.

### 6.3 Data Rights:

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

### 6.4 Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

### 6.5 Phase In/Phase Out:

Reserved.

## **7. DEFINITIONS AND ACRONYMS**

## 7.1 Definitions:

**CONTRACTOR.** A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

**CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

**DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

**DELIVERABLE.** All goods, out-puts, end products, services, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, Contractor (or any agent, contractor, or subcontractor of the contractor) in connection with this contract. Most deliverables take the form of a tangible product (hardware, software, data, written report, completed installation, etc.), but some can also be less tangible (meeting facilitator or custodial services).

**KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

**PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

**QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

**QUALITY ASSURANCE Surveillance plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

**SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

**WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

**WORK WEEK.** Is defined as Monday through Friday, unless specified otherwise.

## 7.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations

CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RCRA	Resource Conservation and Recovery Act

## **8. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, SERVICES AND MATERIALS**

### 8.1 Property.

Reserved.

### 8.2 Equipment

Reserved.

### 8.3 Services.

Reserved.

### 8.4 Materials.

Reserved.

## **9. CONTRACTOR REQUIREMENTS**

9.1 Contractor Furnished Items. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools (including soil and groundwater sampling equipment) materials, supervision, and other items to perform all services as defined in this Performance Work Statement. Any subcontracted personnel or tasks will be covered by OSHA 29 CFR 1910.120 (HAZWOPER) training.

9.2 Submittals. Health and Safety Plan (HASP), Work plan, Soil and Groundwater sampling reports, information and documents required in Part 10.

9.3 Contract Requirements. The Contractor shall furnish all equipment necessary to meet the requirements under this PWS.

## **10. PERFORMANCE REQUIREMENTS**

This is a performance-based task order. The performance objectives and standards included herein are the basis of the task order requirements. General requirements for this investigation are found in the base contract.

The technical approach and level of effort expended to achieve the task order objectives and standards are solely up to the contractor to select and adjust as necessary through the life of the task order. The Government recognizes the contractor's right to change the technical approach and level of effort from that proposed with the understanding that the contractor shall still meet all project objectives and gain Government's Quality Assurance acceptance in order to receive payment. If before the field work begins and adjustment in the quantities or types of field investigations are required to achieve the performance standard or the Government determines that the performance standard must be adjusted, the Government at its discretion may choose to modify the contract with the price adjustment based upon the prorated unit prices proposed in the accepted offer. Once these adjustments are complete the contractor shall be obligated to deliver the required performance standards making adjustments in the field strategy as may be necessary to achieve the standards without a change in price.

The contractor shall be evaluated periodically during performance of this task order to ensure compliance with the proposed and accepted performance goals, regulations, and guidance, and to document that acceptance criteria (AC), delivery schedule, and the overall completion date are being met. This evaluation will be performed according to a Quality Assurance Surveillance Plan (QASP). Failure to adequately complete any service or submittal to at least a satisfactory level of quality or timeliness may result in a repeat of the work, or a poor performance evaluation, or both.

Performance requirements are addressed in each task and summarized in the Performance Requirements Summary (PRS) and Performance metrics are provided in Exhibit 1. A Deliverable schedule is provided in Exhibit 2. If discrepancies or ambiguity exists between the documents, the order of precedence is: 1) the Task; 2) Performance Requirements Summary/ Performance Metrics.

### **10.1 Basic Services:**

The contractor shall provide all equipment, materials and labor required to complete a RCRA Facility Investigation and Corrective Measures Study), that adequately meets regulatory requirements. This effort will generate sound, objective, and defensible information to determine the present environmental conditions and feasible corrective measures for the SWMU-XX site.

### **10.2 Task Heading and Standards:**

This project will consist of the following Tasks:

#### **10.2.1 Complete the RCRA Facility Investigation (RFI) and Corrective Measures Study for SWMU XX**

##### **Task 1. History and Current Conditions**

- A. Facility Background
- B. Review of the Nature and Extent of Contamination based on prior work
- C. Implementation of Interim Measures if needed
- D. Environmental Indicator Assessment

##### **Task 2. Uniform Federal Policy Quality Assurance Project Plan (UFP QAPP)**

- A. Project Management Plan
- B. Data Collection Quality Assurance Project Plan

- C. Data Management Plan
- D. Community Relations Plan

#### Task 3. RCRA Facility Investigation

- A. Environmental Setting
- B. Archeological Survey
- C. Source Characterization
- D. Contamination Characterization
- E. Potential Receptor Identification
- F. Risk Assessment/Natural Resources Survey
- G. Data Analysis

#### Task 4. Corrective Measures Alternatives Study and Evaluation of Corrective Measures

- A. Description of Current Situation
- B. Establishment of Media Clean Up Objectives
- C. Identification of the Corrective Measures Alternative or Alternatives
- D. Long-term Effectiveness
- E. Reduction in the Toxicity, Mobility or Volume of Wastes
- F. Short-term Effectiveness
- G. Ease of Implementation
- H. Community Acceptance
- I. State Acceptance
- J. Cost Evaluation

#### Task 5. RFI and CMS Report

- A. Description of Current Conditions
- B. RFI Workplan
- C. RFI Report with determination if Corrective Measures is required
- D. Progress Reports
- E. Corrective Measures Study Report
- F. Progress Reports

### **11. REGULATIONS AND PUBLICATIONS**

Technical Publications: All work performed under this contract shall be in accordance with the following publications, and contractor's personnel shall be familiar with and comply with same.

- Corps of Engineers Manual EM 385-1-1 - Safety and Health Requirements Manual.
- Applicable regulations, publications, manuals, and local policies.
- The Sikes Act

### **12. EXHIBITS AND ATTACHMENTS**

12.1 Exhibit 1 –Performance Requirements Summary

12.2 Exhibit 2 – Deliverable Schedule

12.3 Exhibit 3 – Wage Determination

**EXHIBIT 1****Performance Requirements Summary**

<b>Performance Objective</b>	<b>Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
<b>PRS # 1.</b> The Contractor shall provide the RCRA Facility Investigation (RFI) for SWMU XX. Paragraph 10.2.1 Task 3	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	100% Inspection
<b>PRS # 2.</b> The Contractor shall provide Corrective Measures Study. Paragraph 10.2.1 Task 4	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	100% Inspection

**EXHIBIT 2****Deliverable Schedule***Offeror shall assume 30 day review for documents submitted*

<b>Deliverable</b>	<b>Frequency</b>	<b># of Copies</b>	<b>Medium/Format</b>	<b>Submit To</b>
Quality Control Plan See Section 4.1 <u>Quality Control</u>	Once, within 30 days of task order award and within 5 days of any updates	One electronic copy	Email	<b>COR</b>
Health and Safety Plan, Accident Prevention Plan See Section 9.2	Once, Within 7 days of contract award.	One electronic copy.	Email	Same as above.
Site base map of proposed sampling and analysis See Section 10	Once, within 30 days of contract award	One electronic copy.	Email	Same as above.
Complete Field Work See Section 10	Within 120 days of contract award	NA	Email	Same as above.
Draft RFI & CMS Reports	Within 180 days of contract award	One electronic copy	Email	Same as above.



OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.08***
01012 - Accounting Clerk II		12.43***
01013 - Accounting Clerk III		14.27***
01020 - Administrative Assistant		15.01
01035 - Court Reporter		13.69***
01041 - Customer Service Representative I		10.04***
01042 - Customer Service Representative II		11.02***
01043 - Customer Service Representative III		12.29***
01051 - Data Entry Operator I		10.10***
01052 - Data Entry Operator II		11.02***
01060 - Dispatcher Motor Vehicle		10.80***
01070 - Document Preparation Clerk		11.69***
01090 - Duplicating Machine Operator		11.69***
01111 - General Clerk I		9.62***
01112 - General Clerk II		10.50***
01113 - General Clerk III		11.79***
01120 - Housing Referral Assistant		13.48***
01141 - Messenger Courier		10.22***
01191 - Order Clerk I		10.27***
01192 - Order Clerk II		11.21***
01261 - Personnel Assistant (Employment) I		12.42***
01262 - Personnel Assistant (Employment) II		13.89***
01263 - Personnel Assistant (Employment) III		15.48
01270 - Production Control Clerk		15.17
01290 - Rental Clerk		9.26***
01300 - Scheduler Maintenance		10.57***
01311 - Secretary I		10.57***
01312 - Secretary II		11.82***
01313 - Secretary III		13.48***
01320 - Service Order Dispatcher		10.23***
01410 - Supply Technician		15.01
01420 - Survey Worker		11.38***
01460 - Switchboard Operator/Receptionist		9.00***
01531 - Travel Clerk I		12.05***
01532 - Travel Clerk II		13.28***
01533 - Travel Clerk III		14.64***
01611 - Word Processor I		12.60***
01612 - Word Processor II		14.15***
01613 - Word Processor III		15.83
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		13.01***
05010 - Automotive Electrician		12.45***
05040 - Automotive Glass Installer		11.87***
05070 - Automotive Worker		11.87***
05110 - Mobile Equipment Servicer		10.74***

05130 - Motor Equipment Metal Mechanic	13.01***
05160 - Motor Equipment Metal Worker	11.87***
05190 - Motor Vehicle Mechanic	13.01***
05220 - Motor Vehicle Mechanic Helper	10.14***
05250 - Motor Vehicle Upholstery Worker	11.63***
05280 - Motor Vehicle Wrecker	11.87***
05310 - Painter Automotive	13.70***
05340 - Radiator Repair Specialist	11.87***
05370 - Tire Repairer	9.43***
05400 - Transmission Repair Specialist	13.01***
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.01***
07041 - Cook I	10.85***
07042 - Cook II	12.03***
07070 - Dishwasher	8.67***
07130 - Food Service Worker	8.89***
07210 - Meat Cutter	9.02***
07260 - Waiter/Waitress	8.79***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	12.45***
09040 - Furniture Handler	8.60***
09080 - Furniture Refinisher	12.45***
09090 - Furniture Refinisher Helper	10.14***
09110 - Furniture Repairer Minor	11.67***
09130 - Upholsterer	12.45***
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.00***
11060 - Elevator Operator	8.93***
11090 - Gardener	11.81***
11122 - Housekeeping Aide	8.93***
11150 - Janitor	8.93***
11210 - Laborer Grounds Maintenance	9.18***
11240 - Maid or Houseman	9.16***
11260 - Pruner	9.75***
11270 - Tractor Operator	10.95***
11330 - Trail Maintenance Worker	9.18***
11360 - Window Cleaner	9.89***
12000 - Health Occupations	
12010 - Ambulance Driver	10.93***
12011 - Breath Alcohol Technician	12.28***
12012 - Certified Occupational Therapist Assistant	16.85
12015 - Certified Physical Therapist Assistant	11.30***
12020 - Dental Assistant	10.93***
12025 - Dental Hygienist	27.00
12030 - EKG Technician	13.74***
12035 - Electroneurodiagnostic Technologist	13.74***
12040 - Emergency Medical Technician	10.93***
12071 - Licensed Practical Nurse I	10.98***
12072 - Licensed Practical Nurse II	12.28***

12073 - Licensed Practical Nurse III	13.69***
12100 - Medical Assistant	12.54***
12130 - Medical Laboratory Technician	16.40
12160 - Medical Record Clerk	10.61***
12190 - Medical Record Technician	14.10***
12195 - Medical Transcriptionist	14.36***
12210 - Nuclear Medicine Technologist	19.39
12221 - Nursing Assistant I	10.42***
12222 - Nursing Assistant II	11.73***
12223 - Nursing Assistant III	12.78***
12224 - Nursing Assistant IV	14.36***
12235 - Optical Dispenser	10.86***
12236 - Optical Technician	10.16***
12250 - Pharmacy Technician	13.41***
12280 - Phlebotomist	11.90***
12305 - Radiologic Technologist	13.87***
12311 - Registered Nurse I	17.66
12312 - Registered Nurse II	21.60
12313 - Registered Nurse II Specialist	21.60
12314 - Registered Nurse III	26.13
12315 - Registered Nurse III Anesthetist	26.13
12316 - Registered Nurse IV	31.33
12317 - Scheduler (Drug and Alcohol Testing)	15.22
12320 - Substance Abuse Treatment Counselor	12.40***
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	12.95***
13012 - Exhibits Specialist II	16.04
13013 - Exhibits Specialist III	19.63
13041 - Illustrator I	16.02
13042 - Illustrator II	19.84
13043 - Illustrator III	24.27
13047 - Librarian	17.77
13050 - Library Aide/Clerk	9.78***
13054 - Library Information Technology Systems Administrator	16.04
13058 - Library Technician	11.95***
13061 - Media Specialist I	11.58***
13062 - Media Specialist II	12.95***
13063 - Media Specialist III	14.44***
13071 - Photographer I	16.28
13072 - Photographer II	18.21
13073 - Photographer III	22.56
13074 - Photographer IV	27.60
13075 - Photographer V	33.39
13090 - Technical Order Library Clerk	11.19***
13110 - Video Teleconference Technician	14.26***
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.12***
14042 - Computer Operator II	13.55***

14043 - Computer Operator III	15.35
14044 - Computer Operator IV	20.17
14045 - Computer Operator V	22.34
14071 - Computer Programmer I	(see 1) 19.08
14072 - Computer Programmer II	(see 1) 23.63
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 23.93
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	12.12***
14160 - Personal Computer Support Technician	20.17
14170 - System Support Specialist	20.34
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.61
15020 - Aircrew Training Devices Instructor (Rated)	28.96
15030 - Air Crew Training Devices Instructor (Pilot)	34.70
15050 - Computer Based Training Specialist / Instructor	25.61
15060 - Educational Technologist	22.64
15070 - Flight Instructor (Pilot)	34.70
15080 - Graphic Artist	16.96
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.70
15086 - Maintenance Test Pilot Rotary Wing	34.70
15088 - Non-Maintenance Test/Co-Pilot	34.70
15090 - Technical Instructor	15.48
15095 - Technical Instructor/Course Developer	19.17
15110 - Test Proctor	12.50***
15120 - Tutor	12.50***
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.14***
16030 - Counter Attendant	10.14***
16040 - Dry Cleaner	11.16***
16070 - Finisher Flatwork Machine	10.14***
16090 - Presser Hand	10.14***
16110 - Presser Machine Drycleaning	10.14***
16130 - Presser Machine Shirts	10.14***
16160 - Presser Machine Wearing Apparel Laundry	10.14***
16190 - Sewing Machine Operator	11.53***
16220 - Tailor	11.85***
16250 - Washer Machine	10.50***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	12.76***
19040 - Tool And Die Maker	15.33
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	10.54***
21030 - Material Coordinator	15.17
21040 - Material Expediter	15.17
21050 - Material Handling Laborer	10.18***
21071 - Order Filler	9.27***

21080 - Production Line Worker (Food Processing)	10.54***
21110 - Shipping Packer	10.31***
21130 - Shipping/Receiving Clerk	10.31***
21140 - Store Worker I	9.28***
21150 - Stock Clerk	12.57***
21210 - Tools And Parts Attendant	10.54***
21410 - Warehouse Specialist	10.54***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.62
23019 - Aircraft Logs and Records Technician	22.57
23021 - Aircraft Mechanic I	25.33
23022 - Aircraft Mechanic II	26.62
23023 - Aircraft Mechanic III	27.73
23040 - Aircraft Mechanic Helper	19.67
23050 - Aircraft Painter	22.18
23060 - Aircraft Servicer	22.57
23070 - Aircraft Survival Flight Equipment Technician	22.18
23080 - Aircraft Worker	23.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.33
23110 - Appliance Mechanic	14.80***
23120 - Bicycle Repairer	11.90***
23125 - Cable Splicer	22.18
23130 - Carpenter Maintenance	12.45***
23140 - Carpet Layer	13.20***
23160 - Electrician Maintenance	14.05***
23181 - Electronics Technician Maintenance I	16.72
23182 - Electronics Technician Maintenance II	17.67
23183 - Electronics Technician Maintenance III	18.57
23260 - Fabric Worker	12.56***
23290 - Fire Alarm System Mechanic	13.66***
23310 - Fire Extinguisher Repairer	12.03***
23311 - Fuel Distribution System Mechanic	17.89
23312 - Fuel Distribution System Operator	14.66***
23370 - General Maintenance Worker	11.88***
23380 - Ground Support Equipment Mechanic	25.33
23381 - Ground Support Equipment Servicer	22.57
23382 - Ground Support Equipment Worker	23.04
23391 - Gunsmith I	11.90***
23392 - Gunsmith II	13.20***
23393 - Gunsmith III	14.66***
23410 - Heating Ventilation And Air-Conditioning Mechanic	13.01***
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	13.66***
23430 - Heavy Equipment Mechanic	13.74***
23440 - Heavy Equipment Operator	13.01***

23460 - Instrument Mechanic	22.03
23465 - Laboratory/Shelter Mechanic	13.95***
23470 - Laborer	10.18***
23510 - Locksmith	13.95***
23530 - Machinery Maintenance Mechanic	15.35
23550 - Machinist Maintenance	13.79***
23580 - Maintenance Trades Helper	10.65***
23591 - Metrology Technician I	22.03
23592 - Metrology Technician II	23.15
23593 - Metrology Technician III	24.10
23640 - Millwright	18.02
23710 - Office Appliance Repairer	14.61***
23760 - Painter Maintenance	12.45***
23790 - Pipefitter Maintenance	13.01***
23810 - Plumber Maintenance	12.45***
23820 - Pneudraulic Systems Mechanic	14.66***
23850 - Rigger	17.27
23870 - Scale Mechanic	13.35***
23890 - Sheet-Metal Worker Maintenance	13.01***
23910 - Small Engine Mechanic	13.20***
23931 - Telecommunications Mechanic I	16.40
23932 - Telecommunications Mechanic II	17.14
23950 - Telephone Lineman	16.92
23960 - Welder Combination Maintenance	13.01***
23965 - Well Driller	14.66***
23970 - Woodcraft Worker	14.66***
23980 - Woodworker	11.90***
24000 - Personal Needs Occupations	
24550 - Case Manager	11.51***
24570 - Child Care Attendant	8.89***
24580 - Child Care Center Clerk	11.09***
24610 - Chore Aide	9.49***
24620 - Family Readiness And Support Services Coordinator	11.51***
24630 - Homemaker	11.83***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.63
25040 - Sewage Plant Operator	14.18***
25070 - Stationary Engineer	19.63
25190 - Ventilation Equipment Tender	14.77***
25210 - Water Treatment Plant Operator	14.18***
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.30***
27007 - Baggage Inspector	9.34***
27008 - Corrections Officer	15.89
27010 - Court Security Officer	13.63***
27030 - Detection Dog Handler	10.45***
27040 - Detention Officer	15.89
27070 - Firefighter	13.49***

27101 - Guard I	9.34***
27102 - Guard II	10.45***
27131 - Police Officer I	19.68
27132 - Police Officer II	21.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.68***
28042 - Carnival Equipment Repairer	12.60***
28043 - Carnival Worker	8.85***
28210 - Gate Attendant/Gate Tender	12.73***
28310 - Lifeguard	10.54***
28350 - Park Attendant (Aide)	14.24***
28510 - Recreation Aide/Health Facility Attendant	9.09***
28515 - Recreation Specialist	15.44
28630 - Sports Official	11.10***
28690 - Swimming Pool Operator	13.98***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	13.87***
29020 - Hatch Tender	13.87***
29030 - Line Handler	13.87***
29041 - Stevedore I	12.65***
29042 - Stevedore II	14.66***
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HF0) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HF0) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HF0) (see 2)	31.33
30021 - Archeological Technician I	14.87***
30022 - Archeological Technician II	16.64
30023 - Archeological Technician III	20.61
30030 - Cartographic Technician	20.61
30040 - Civil Engineering Technician	14.98***
30051 - Cryogenic Technician I	22.82
30052 - Cryogenic Technician II	25.22
30061 - Drafter/CAD Operator I	14.87***
30062 - Drafter/CAD Operator II	16.64
30063 - Drafter/CAD Operator III	18.55
30064 - Drafter/CAD Operator IV	22.82
30081 - Engineering Technician I	15.46
30082 - Engineering Technician II	17.35
30083 - Engineering Technician III	19.42
30084 - Engineering Technician IV	24.05
30085 - Engineering Technician V	29.43
30086 - Engineering Technician VI	35.60
30090 - Environmental Technician	17.92
30095 - Evidence Control Specialist	20.61
30210 - Laboratory Technician	18.42
30221 - Latent Fingerprint Technician I	22.82
30222 - Latent Fingerprint Technician II	25.22
30240 - Mathematical Technician	20.61
30361 - Paralegal/Legal Assistant I	17.60

30362 - Paralegal/Legal Assistant II	21.81
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.27
30375 - Petroleum Supply Specialist	25.22
30390 - Photo-Optics Technician	20.61
30395 - Radiation Control Technician	25.22
30461 - Technical Writer I	20.20
30462 - Technical Writer II	24.70
30463 - Technical Writer III	29.89
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	22.82
30502 - Weather Forecaster II	27.76
30620 - Weather Observer Combined Upper Air Or (see 2)	18.55
Surface Programs	
30621 - Weather Observer Senior (see 2)	20.61
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	10.64***
31030 - Bus Driver	14.40***
31043 - Driver Courier	8.58***
31260 - Parking and Lot Attendant	8.94***
31290 - Shuttle Bus Driver	9.26***
31310 - Taxi Driver	9.21***
31361 - Truckdriver Light	9.26***
31362 - Truckdriver Medium	9.96***
31363 - Truckdriver Heavy	10.57***
31364 - Truckdriver Tractor-Trailer	10.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	9.02***
99050 - Desk Clerk	10.02***
99095 - Embalmer	25.60
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	9.35***
99252 - Laboratory Animal Caretaker II	10.09***
99260 - Marketing Analyst	14.77***
99310 - Mortician	25.60
99410 - Pest Controller	10.70***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	10.11***
99711 - Recycling Specialist	12.05***
99730 - Refuse Collector	9.13***
99810 - Sales Clerk	9.28***
99820 - School Crossing Guard	13.81***
99830 - Survey Party Chief	14.73***

99831 - Surveying Aide	12.30***
99832 - Surveying Technician	13.40***
99840 - Vending Machine Attendant	9.23***
99841 - Vending Machine Repairer	11.05***
99842 - Vending Machine Repairer Helper	10.04***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 3 weeks paid vacation after 1 year of service with a contractor or successor; 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 twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth National Independence 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

(End of Summary of Changes)