

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF PAGES 4
2. AMENDMENT/MODIFICATION NO Fifteen (15)	3. EFFECTIVE DATE April 1, 2001	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
6. ISSUED BY FAA, MIKE MONRONEY AERONAUTICAL CENTER CONTRACT MANAGEMENT TEAM AMQ-340 P O BOX 25082 OKLAHOMA CITY OK 73125-4929	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON CONSULTING GROUP 4915 AUBURN AVENUE, SUITE 301 BETHESDA, MD 20814-2636	(X)	9A. AMENDMENT OF SOLICITATION NO
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER DTFA-02-01-D-12553
		10B. DATED (SEE ITEM 13) January 30, 2001
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [1] copy 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 CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	Changes-Fixed Price Alternate III – AMS 3.10.1-12 (April 1996)
	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 AMS.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E.	IMPORTANT: Contractor [X] is not, [] 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.)

Contract DTFA-02-01-D-12553 is modified as follows:

See Page 2 for Details of Changes

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (type or print) CHRISTINE T. PARRISH Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY: <i>Christine T Parrish</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9-1-04

I. Pursuant to the Department of Labor (DOL) final ruling, dated June 2, 2004, pertaining to Wage-Hour Case No. 1229563, the clauses listed below are incorporated herein. This modification is effective April 1, 2001, the effective date of full contract performance.

A. AMS Clause 3.6.2-1, Contract Work Hours and Safety Standards Act-Overtime Compensation (September 2003)

B. AMS Clause 3.6.2-28, Service Contract Act of 1965, as Amended (April 1996)

C. AMS Clause 3.6.2-29, Statement of Equivalent Rates for Federal Hires (April 1996)

D. AMS Clause 3.6.2-30, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (April 1996)

Delete Page 10 of Part II, Section I, Federal Aviation Administration Contract Clauses, and replace with the attached Section I, Pages 10 through 22 – Modification Fifteen. A vertical bar in the right hand column of the attached Section I, Pages 10 through 22 – Modification Fifteen, indicates the revisions.

II. Pursuant to the DOL final ruling, dated June 2, 2004, application of the Service Contract Act is as follows:

A. To the non-exempt contract service employees employed in the following labor categories by contract line item number (CLIN):

CLIN 0002 – Contract Administrative Assistant

CLIN 0004 – Administrative Assistant

CLIN 0006 – Remote Pilot Operator

CLIN 0007 – Computer-Based Instruction Administrator

B. The Service Contract Act does not cover those employees employed on the contract as air traffic control instructors, specifically CLIN 0005, Instructor. CLIN 0005, Instructor, qualifies as a teacher under the Fair Labor Standards Act Regulations Part 541 as exempt professional employees.

C. The Service Contract Act is effective from date of full contract performance (April 1, 2001).

III. Section J, List of Attachments. Delete Page 2 – Modification Thirteen of Section J, List of Attachments, and replace with the attached Section J, Page 2– Modification Fifteen. The U.S. Department of Labor Wage Determinations, listed on the succeeding page, are incorporated herein as Attachment 24. A vertical bar in the right hand column of the attached Section J, Page 2 – Modification Fifteen indicates the revision.

Base Performance Period (April 1, 2001 through September 30, 2001)

1994-2017, Revision 22	1994-2153, Revision 25	1994-2441, Revision 15
1994-2047, Revision 16	1994-2167, Revision 19	1994-2461, Revision 15
1994-2051, Revision 17	1994-2193, Revision 20	1994-2495, Revision 17
1994-2055, Revision 15	1994-2307, Revision 18	1994-2509, Revision 17
1994-2057, Revision 24	1994-2287, Revision 17	1994-2513, Revision 17
1994-2081, Revision 14	1994-2339, Revision 14	1994-2515, Revision 19
1994-2115, Revision 25	1994-2361, Revision 15	1994-2531, Revision 16
1994-2119, Revision 17	1994-2373, Revision 16	1994-2103, Revision 22
1994-2133, Revision 18	1994-2415, Revision 17	1994-2563, Revision 17
1994-2141, Revision 20	1994-2431, Revision 16	

Option I (Effective October 1, 2001 through September 30, 2002)

1994-2017, Revision 25	1994-2153, Revision 27	1994-2441, Revision 17
1994-2047, Revision 16	1994-2167, Revision 22	1994-2461, Revision 16
1994-2051, Revision 19	1994-2193, Revision 23	1994-2495, Revision 19
1994-2055, Revision 17	1994-2307, Revision 21	1994-2509, Revision 19
1994-2057, Revision 25	1994-2287, Revision 18	1994-2513, Revision 19
1994-2081, Revision 16	1994-2339, Revision 16	1994-2515, Revision 21
1994-2115, Revision 27	1994-2361, Revision 17	1994-2531, Revision 18
1994-2119, Revision 19	1994-2373, Revision 18	1994-2103, Revision 24
1994-2133, Revision 20	1994-2415, Revision 19	1994-2563, Revision 19
1994-2141, Revision 22	1994-2431, Revision 18	

Option II (Effective October 1, 2002 through September 30, 2003)

1994-2017, Revision 27	1994-2153, Revision 30	1994-2441, Revision 19
1994-2047, Revision 22	1994-2167, Revision 23	1994-2461, Revision 20
1994-2051, Revision 21	1994-2193, Revision 25	1994-2495, Revision 22
1994-2055, Revision 19	1994-2307, Revision 23	1994-2509, Revision 21
1994-2057, Revision 29	1994-2287, Revision 23	1994-2513, Revision 21
1994-2081, Revision 20	1994-2339, Revision 20	1994-2515, Revision 23
1994-2115, Revision 29	1994-2361, Revision 19	1994-2531, Revision 20
1994-2119, Revision 20	1994-2373, Revision 20	1994-2103, Revision 27
1994-2133, Revision 22	1994-2415, Revision 22	1994-2563, Revision 21
1994-2141, Revision 26	1994-2431, Revision 19	

Option III (Effective October 1, 2003 through September 30, 2004)

1994-2017, Revision 28	1994-2153, Revision 32	1994-2441, Revision 20
1994-2047, Revision 24	1994-2167, Revision 26	1994-2461, Revision 21
1994-2051, Revision 24	1994-2193, Revision 27	1994-2495, Revision 24
1994-2055, Revision 22	1994-2307, Revision 26	1994-2509, Revision 23
1994-2057, Revision 32	1994-2287, Revision 25	1994-2513, Revision 23
1994-2081, Revision 22	1994-2339, Revision 22	1994-2515, Revision 27
1994-2115, Revision 30	1994-2361, Revision 21	1994-2531, Revision 22
1994-2119, Revision 23	1994-2373, Revision 22	1994-2103, Revision 30
1994-2133, Revision 23	1994-2415, Revision 24	1994-2563, Revision 24
1994-2141, Revision 28	1994-2431, Revision 21	

IV. The total estimated value of the contract remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A (on page 1 of 2), as heretofore changed, remains unchanged and in full force and effect.

PART II – CONTRACT CLAUSES
SECTION I –FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination.

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>	
Administrative Assistant	Pay Band E	\$19.50 p/h
Training Technician	Pay Band D	\$11.34 p/h
Office Automation Clerk	Pay Band D	\$12.95 p/h
Technical Support Computer Operator	Pay Band E	\$12.95 p/h
Technical Support Computer Operator	Pay Band F	\$14.90 p/h

Annual Leave: Two hours per week for service of less than three years; three hours per week for service of three years, but less than 15 years; and 4 hours per week for service of 15 years or more.

Paid Holidays: Ten per year.

Other: Sick leave, retirement, life, accident and health insurance.

PART II – CONTRACT CLAUSES
SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation
(September 2003)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts, exceeding \$100,000, the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)

(a) Definitions.

(1) Act, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

(2) Contractor, as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government Prime Contractor.

(3) Service employee, as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.

(c) Compensation.

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally 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.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

PART II – CONTRACT CLAUSES

SECTION I – FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by P. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

PART II – CONTRACT CLAUSES

SECTION I –FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

PART II – CONTRACT CLAUSES

SECTION I –FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the "Disputes" clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (April 1996)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

PART II – CONTRACT CLAUSES

SECTION I –FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits

as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

PART III – ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

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| Attachment 16 | Transitional Implementation Plan – Eugene ATCT (SEA)
(Incorporated by Reference) |
| Attachment 17 | Transitional Implementation Plan – Hillsboro ATCT (SEA)
(Incorporated by Reference) |
| Attachment 18 | Transitional Implementation Plan – Addison ATCT (DFW-ADS)
(Incorporated by Reference) |
| Attachment 19 | Transitional Implementation Plan – Air Traffic Control System
Command Center (SCC) (Incorporated by Reference) |
| Attachment 20 | Transitional Implementation Plan – Boston Consolidated
TRACON (BCT) (Incorporated by Reference) |
| Attachment 21 | Air Traffic Instructional Services (ATIS) Remote Pilot Operator
Instruction/Evaluation Report |
| Attachment 22 | Transitional Implementation Plan – Hilo Airport Traffic Control
Tower (ATCT) (Incorporated by Reference) |
| Attachment 23 | Transitional Implementation Plan – Maui Airport Traffic Control
Tower (ATCT) (Incorporated by Reference) |
| Attachment 24 | Listing of Department of Labor Wage Determinations |

ATTACHMENT 24

Base Performance Period (April 1, 2001 through September 30, 2001)

1994-2017, Revision 22	1994-2153, Revision 25	1994-2441, Revision 15
1994-2047, Revision 16	1994-2167, Revision 19	1994-2461, Revision 15
1994-2051, Revision 17	1994-2193, Revision 20	1994-2495, Revision 17
1994-2055, Revision 15	1994-2307, Revision 18	1994-2509, Revision 17
1994-2057, Revision 24	1994-2287, Revision 17	1994-2513, Revision 17
1994-2081, Revision 14	1994-2339, Revision 14	1994-2515, Revision 19
1994-2115, Revision 25	1994-2361, Revision 15	1994-2531, Revision 16
1994-2119, Revision 17	1994-2373, Revision 16	1994-2103, Revision 22
1994-2133, Revision 18	1994-2415, Revision 17	1994-2563, Revision 17
1994-2141, Revision 20	1994-2431, Revision 16	

Option I (Effective October 1, 2001 through September 30, 2002)

1994-2017, Revision 25	1994-2153, Revision 27	1994-2441, Revision 17
1994-2047, Revision 16	1994-2167, Revision 22	1994-2461, Revision 16
1994-2051, Revision 19	1994-2193, Revision 23	1994-2495, Revision 19
1994-2055, Revision 17	1994-2307, Revision 21	1994-2509, Revision 19
1994-2057, Revision 25	1994-2287, Revision 18	1994-2513, Revision 19
1994-2081, Revision 16	1994-2339, Revision 16	1994-2515, Revision 21
1994-2115, Revision 27	1994-2361, Revision 17	1994-2531, Revision 18
1994-2119, Revision 19	1994-2373, Revision 18	1994-2103, Revision 24
1994-2133, Revision 20	1994-2415, Revision 19	1994-2563, Revision 19
1994-2141, Revision 22	1994-2431, Revision 18	

Option II (Effective October 1, 2002 through September 30, 2003)

1994-2017, Revision 27	1994-2153, Revision 30	1994-2441, Revision 19
1994-2047, Revision 22	1994-2167, Revision 23	1994-2461, Revision 20
1994-2051, Revision 21	1994-2193, Revision 25	1994-2495, Revision 22
1994-2055, Revision 19	1994-2307, Revision 23	1994-2509, Revision 21
1994-2057, Revision 29	1994-2287, Revision 23	1994-2513, Revision 21
1994-2081, Revision 20	1994-2339, Revision 20	1994-2515, Revision 23
1994-2115, Revision 29	1994-2361, Revision 19	1994-2531, Revision 20
1994-2119, Revision 20	1994-2373, Revision 20	1994-2103, Revision 27
1994-2133, Revision 22	1994-2415, Revision 22	1994-2563, Revision 21
1994-2141, Revision 26	1994-2431, Revision 19	

Option III (Effective October 1, 2003 through September 30, 2004)

1994-2017, Revision 28	1994-2153, Revision 32	1994-2441, Revision 20
1994-2047, Revision 24	1994-2167, Revision 26	1994-2461, Revision 21
1994-2051, Revision 24	1994-2193, Revision 27	1994-2495, Revision 24
1994-2055, Revision 22	1994-2307, Revision 26	1994-2509, Revision 23
1994-2057, Revision 32	1994-2287, Revision 25	1994-2513, Revision 23
1994-2081, Revision 22	1994-2339, Revision 22	1994-2515, Revision 27
1994-2115, Revision 30	1994-2361, Revision 21	1994-2531, Revision 22
1994-2119, Revision 23	1994-2373, Revision 22	1994-2103, Revision 30
1994-2133, Revision 23	1994-2415, Revision 24	1994-2563, Revision 24
1994-2141, Revision 28	1994-2431, Revision 21	

