

# ARCHITECT-ENGINEER CONTRACT

1.CONTRACT NO. DTMA1C09008

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2.DATE OF CONTRACT

06/10/2009

3a.NAME OF ARCHITECT-ENGINEER

BANC 3, INC.

3b. TELEPHONE NO. (Include Area Code)

(609) 448-6776 ext.

3c. ADDRESS OF ARCHITECT-ENGINEER (Include Zip Code)

379 PRINCETON-HIGHTSTOWN ROAD

CRANBURY NJ 08512-2960

4. DEPARTMENT OR AGENCY AND ADDRESS (Include Zip Code)

DOT/Maritime Administration, MAR-380

1200 New Jersey Ave SE, MAR380 W26-429

Washington DC 20590-

TEL: ( ) - ext. FAX: (202) 366-3237 ext.

5. PROJECT TITLE AND LOCATION

U.S. Merchant Marine Academy (USMMA) Capital Improvement Plan

6. CONTRACT FOR (General description of services to be provided)

Architectural and Engineering Services for the Validation and Update of the USMMA Capital Improvement Plan Blue Ribbon Panel Preliminary Phase I Plan

7. CONTRACT AMOUNT (Express in words and figures)

\$ 394,641.00

CLIN 0001 is awarded for \$394,641. If exercised CLIN 0002 equals \$795,235. It is estimated that \$16,155 will be ordered under CLIN 0003.

8. NEGOTIATION AUTHORITY

Pursuant to 41 U.S.C 253(c)(5) and section 8(a) of the Small Business Act (15 USC 637(a)) and a Partnership Agreement between the Small Business Administration and the Department of Transportation

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

- 09 - 70X175 - 0CIP - 00 - 0001 - 46 - 00 - 32010 - - 17206000 - 1 - CIP - ART - 026 - -

Accounting Data: 70X1750CIP 2009 1CIPART026 0000014600 32010 17206000 - \$394,641 Requisition No. CIP09-118ER

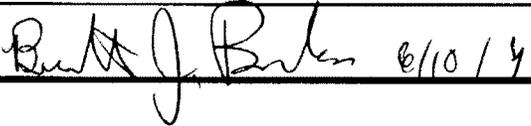
10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows this contract:

The Contractor will complete 20 cost estimates for CLIN 0001. The Government will provide a list of projects no later than June 12, 2009. For CLIN 0002 the Contractor will develop a set of Capital Improvement Plan (CIP) drawings and descriptions and associated budgetary estimates for design and construction costs. These plans do not include designs for general contractor bidding for construction. The line items, statement of work, clauses and provisions physically attached herewith are part of the contract. The contract also includes the attached Wage Determination WD-0502349 (Rev.-8) with pen and ink changes per DOL.E.S.A.Wage and Hour Division memorandum number 206 dated May 18, 2009. In regard to paragraph 5.5 of the Statement of Work the Contractor shall reference recent construction cost data in the Kings Point Area when estimating the construction cost for the CIP projects

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAMES AND TITLES
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A		Babu Cheruturi, President
B		
C		
D		

12. THE UNITED STATES OF AMERICA

	Contracting Officer Benedict J. Burnowski
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<b>Line Item Summary</b>	<b>Document Number</b> DTMA1C09008	<b>Title</b> A_E Svcs - USMMA CIP	<b>Page</b> 3 of 19
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**Total Funding:** \$394,641.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
09	70X175	0CIP	00	0001	46	00	32010		17206000	1	CIP

<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>
ART	026	

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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*The contract's period of performance shall be from June 10, 2009 to March 31, 2010. CLIN 0001 is awarded with award of the contract. SubCLINS of CLIN 0003 may be ordered at any time during period of performance. If exercised by the Government CLIN 0002 will start November 1, 2009.*

0001	USMMA Capital Improvement Plan Support Services		1.00	JOB	\$394,641.000	\$ 394,641.00
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(06/10/2009 to 09/30/2009)

Cost estimation services and Architectural and Engineering services inclusive of fully burdened labor, travel and materials in support of the Department of Transportation (DOT) Blue Ribbon Panel in accordance with Sections 4.9, 5.1, 5.5(a), 6.1 and, 6.3 of the Statement of Work.

**Funding Information:**

- 09 - 70X175 - 0CIP - 00 - 0001 - 46 - 00 - 32010 - - 17206000 - 1 -  
CIP - ART - 026 - -  
\$394,641.00

0002	USMMA Capital Improvement Plan Support Services		1.00	JOB	\$795,235.000	\$ 795,235.00
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(11/01/2009 to 03/31/2010)

Cost estimation services and Architectural and Engineering services inclusive of fully burdened labor, travel and materials in accordance with Sections 4, 5 and 6 of the Statement of Work.

OPTION  
PERIOD

0003	Supplemental A and E Services		0.00		\$ .000	\$ 0.00
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(06/10/2009 to 03/31/2010)

As ordered. Travel is not included and if approved by the Government's Contracting Officer shall be reimbursed in accordance with the Federal Travel Regulations.

0003AA	Cost Estimation Services		5.00	DAY	\$1,077.000	\$ 5,385.00
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(06/10/2009 to 03/31/2010)

Includes fully burdened labor and materials.

<b>Line Item Summary</b>	<b>Document Number</b> DTMA1C09008	<b>Title</b> A_E Svcs - USMMA CIP	<b>Page</b> 4 of 19
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**Total Funding:** \$394,641.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
09	70X175	0CIP	00	0001	46	00	32010		17206000	1	CIP

<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>
ART	026	

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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0003AB	Architectural Services		5.00	DAY	\$1,077.000	\$ 5,385.00
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(06/10/2009 to 03/31/2010)

Includes fully burdened labor and materials.

0003AC	Engineering Services		5.00	DAY	\$1,077.000	\$ 5,385.00
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(06/10/2009 to 03/31/2010)

Includes fully burdened labor and materials.

<b>Total Cost:</b>	\$1,206,031.00
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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://acquisition.gov/far/current/html/FARTOCP52.html>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	August 1987
52.236-22	Design Within Funding Limitations	April 1984
52.236-23	Responsibility of the Architect-Engineer Contractor	April 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	April 1984
52.236-25	Requirements for Registration of Designers	June 2003
52.242-14	Suspension of Work	April 1984
52.248-02	Value Engineering Program--Architect-Engineer	March 1990
52.249-07	Termination (Fixed-Price Architect-Engineer)	April 1984

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### Statement of Work

Architectural and Engineering Services for (1) Cost estimation services in support of the US DOT Blue Ribbon Panel and (2) Revision of the USMMA Capital Improvement Plan

#### Section 1 - Introduction

1.1 This statement of work describes the services of the Architect Engineer (hereafter referred to as A/E) for cost estimation services to support US Department of Transportation US Merchant Marine Academy Advisory Panel (hereafter referred to as the "Panel"), and validation and revision of the USMMA Capital Improvement Plan (the "CIP").

1.2 The Academy is in operation 365 days a year, 24 hours a day, and must continue in operation during all phases of this validation and update task.

1.3 A complete investigation and revision of the USMMA CIP is required in the form of (1) Revised CIP cost estimates; and (2) A final written report, including all conclusions and findings, calculations, rationales and documentation.

#### Section 2 - Background

2.1 To identify the Academy's capital improvement needs, a detailed Facilities Master Plan was developed in 2002 by an architecture/engineering firm. This plan was subsequently revised in 2005 and again in March 2008. Through FY 2009, the Academy has received approximately \$119 million, which is consistent with this capital plan. Based on the 2008 revision, the Academy has unfunded capital improvement projects of at least \$244 million. By major category, these include:

2.1.1 \$123 million for outstanding facility renovations and major deferred maintenance. This construction includes:

- " Major dormitory renovations (Rogers and Cleveland Hall barracks)
- " Waterfront pier replacement (Phase I planned in FY 2010 Budget)
- " Renovations of academic and administrative buildings

2.1.2 \$111 million for the construction of new facilities:

- " Academic Technology Building
- " Bland Library Expansion
- " Engineering Laboratory Addition
- " Physical Education Building
- " Regimental Band Room and Ceremonial Center
- " Parking Facilities and Fire Protection System
- " Student Center

2.1.3 \$10 million for needed capital equipment (e.g., simulators, significant equipment for engineering labs.)

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2.1.4 Additional projects are identified within the CIP but not estimated. These include construction of faculty housing; renovations of existing academic, administrative, and support structure; refurbishment of utilities, and other general site improvements.

2.2 Given the unfunded requirements of \$244 million, and average annual appropriations of only \$13 million for this purpose, at the current rate it would take almost 19 years to complete the current CIP. The Academy believes an ambitious new plan is needed that provides for a more aggressive timetable.

2.3 USMMA CIP Advisory Panel In order to validate the needs of the Academy and the costs of projects contained in the 2008 CIP, the Secretary of Transportation has formed the US Merchant Marine Academy CIP Advisory Panel to formulate independent recommendations. The Panel will meeting in June and July of 2009 and forward it recommendations to the Secretary of Transportation via the Maritime Administrator. The Panel consists of prominent individuals with knowledge of the capital improvement programs of academic institutions similar in scale to the Academy, who are familiar with federal construction projects, or are knowledgeable of current construction practices, timelines, and costs. The group has been drawn from other federal service academies, federal institutions of post-secondary or professional education, and federal facilities of comparable scope, purpose, or size.

2.4 The Panel will initially be tasked to review the March 2008 revision to the Academy's CIP, along with any new projects the Panel wishes to review. Based on this review, the panel will prioritize capital projects that could reasonably be completed within five years (Phase I) on a projected budget of \$20M to \$30M annually or \$100M to \$150M for the five-year period.

2.5 The Panel will also be asked recommend projects for inclusion in the Academy's CIP for the years 20016-2020 (Phase II).

2.6 An initial list of projects will be provided to an A/E firm to validate their current cost. With these revised cost estimates in hand, the Panel will prepare a final list of projects to be recommended to the Secretary of Transportation.

2.7 Through the Panel, the Academy's Capital Improvement Program will receive a rigorous external review. This independent assessment will yield a well-structured, responsible proposal that has been vetted by experts.

2.8 The Panel's recommendation will be used to assist the Secretary of Transportation to champion additional the long-term capital funding for the Academy.

#### Section 3 - Purpose

3.1 Project Cost Estimation The A/E will be asked to prepare cost estimates for projects selected by the USMMA Capital Improvement Advisory Panel. Once the list is provided to the A/E, the cost estimated must be prepared and submitted within 30 days.

3.2 The second purpose of this statement of work is to investigate and revise the 20008 Capital Improvement Plan (also referred to as the Master Facilities Plan) of the United States Merchant Marine Academy.

#### Section 4 - Investigation and Preparation of the A/E Report of Findings and Determinations

4.1 Confer with the Blue Ribbon Panel, representatives of the Academy staff and faculty, and other stakeholders as may be identified by the Panel, to determine the strategic goals of the Academy over the next 5-, 10- and 25-year periods. Goals should include those of the Academy administration, and the academic, regimental, and extra-curricular programs.

4.2 Review existing documentation related to the Academy's capital construction needs, including but not limited to the 2002 Facility Master Plan, the 2005 Facility Master Plan Update, and the March 2008 Capital Improvement Plan (Reissued in November 2008).

4.3 Review all existing Academy physical facilities, including parking and utility infrastructure, and make a determination regarding the life expectancy of each, its suitability for attainment of the approved goals, and its location relative to the gathering together of activities of a similar nature.

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4.4 Based on the results of the above reviews (4.1, 4.2, 4.3), make a determination regarding the advisability of retaining existing structures and facilities, developing additions thereto, or rehabilitating structures and facilities; or, demolishing structures or facilities and replacing them with modern equivalents or upgrades.

4.5 Analyze the grounds of the Academy to determine the availability of adequate construction sites, the location, and suitability of the existing utilities, and relationship of each prospective site to existing structures and utilities. Investigate and research community objections and concerns to new construction.

4.6 Prepare a listing of all goals as they relate to the current Academy's Strategic Plan, and separating them into 5-year, 10-year, and 25-year priorities.

4.7 Develop a set of Capital Improvement Plan drawings and descriptions, translating the approved results of tasks 4.1 through 4.6 above into graphic representations of existing facilities, which are to remain or to be removed or renovated, and new facilities as required for the attainment of the 5, 10, and 25-year goals. In addition, show all related development, including roads, walkways, parking areas, and utilities; including existing and future water, steam, sewage, electric power, natural gas, geothermal, and data & communication networks. Included in the submissions shall be all associated design and construction costs.

4.8 Inform the Panel, administration, faculty, staff, midshipmen, and other stakeholders, including the public, through lectures and discussions, as necessary.

4.9 The A/E shall provide a first draft submission of the Report of Findings and Determinations upon the conclusion of the following tasks:

4.9.1 Review of the program by meeting with the USMMA Capital Improvement Advisory Panel (Blue Ribbon Panel), Academy officials, and Maritime Administration officials as necessary to ascertain the requirements of the project;

4.9.2 Estimate the cost of projects selected by the Panel.

4.10 Based on the mutually agreed program, the A/E shall prepare and submit for review and acceptance an initial draft of the Reports of Findings and Determinations

4.11 The A/E shall develop and submit for review and acceptance a second draft of the Report of Findings and Determinations incorporating all the comments received during the first draft review discussions.

4.12 The A/E shall develop and submit for review and acceptance a final draft of the report of Findings and Determinations incorporating all the comments received during the second draft review discussions.

**Section 5 - Consultations, Reports, Drawings, Data, Etc.**

5.1 During the life of the project, the A/E shall periodically formally consult with the Blue Ribbon Panel and Academy staff as appropriate. The consultations/meetings may be requested by the A/E or established by the Contracting Officer and/or the Contracting Officer's Technical Representative (COTR).

5.2 After each such meeting, the A/E shall prepare minutes of the meeting, noting such items as, items discussed, decisions reached, future plans, impact on costs, recommendations, schedules, etc. The minutes shall be forwarded to the Academy, Attention: The contracting Officer within (5) working days of the meeting. Sufficient copies of the minutes shall be forwarded for the Contracting Officer's distribution to all attendees.

5.3 The A/E shall be responsible for establishing formal review meetings with the Academy at all required submission review stages. Scheduling of the submission reviews shall be coordinated with the COTR sufficiently in advance, no less than ten (10) working days for the Academy to arrange for all Government attendees.

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5.4 The A/E shall prepare and furnish one (1) set of reproducible and fifteen (15) sets of plans, etc., during all stages of the project that require review approval by the Panel or the Academy. The documents shall be appropriately identified, as for example, "Draft Review 1," etc.

5.5 (a) BR Panel Cost Estimate Report The A/E shall provide revised cost estimated for projects selected by the Panel no later than 30 days after the notice to proceed. This report shall describe the method(s) used to formulate the estimates. The report will also include with amplifying remarks for cost estimates that are significantly greater or lesser than pervious estimates. This report will be signed by a Licensed Professional A/E.

(b) Final Report The A/E shall submit a final report of its Findings and Determinations. The A/E firm shall provide twenty (20) complete, collated, and bound sets sealed, signed, and certified by a Licensed Professional A/E.

Section 6 - Delivery Schedule

6.1 The A/E shall provide cost estimates for projects to be identified by the USMMA CIP Advisory Panel not later than 30 days after the Notice-to-Proceed.

6.2 The A/E shall provide the Final Report, reflecting all changes, no later than 31 December 2009. An earlier schedule is acceptable.

6.3 The A/E shall prepare and submit a detailed milestone A/E Program Schedule(s) for review by the Panel and the Academy within one (1) week after receipt of the executed copy of the Contract or authorized Notice-to-Proceed, whichever is earlier.

END OF STATEMENT OF WORK

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

a. The Contracting Officer's Technical Representative (COTR) is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

b. The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

c. The COTR for this contract will be:

William Kaag

d. The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

The contract's period of performance shall be from June 15, 2009 to March 31, 2010. CLIN 0001 is awarded with award of the contract. SubCLINS of CLIN 0003 may be ordered at any time during period of performance. If exercised by the Government CLIN 0002 will start November 1, 2009.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 MAXIMUM AND MINIMUM QUANTITIES FOR CLIN 0003

#### Minimum and Maximum Quantities

There is no minimum quantity to be ordered by the Government for CLIN 0003.

The maximum quantity to be ordered by the Government per subCLIN shall be 30 days

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

<http://acquisition.gov/far/current/html/FARTOCP52.html>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.204-10	Reporting Subcontract Awards	September 2007
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-02	Audit and Records--Negotiation	March 2009
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-15	Pension Adjustments and Asset Reversions	October 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.216-24	Limitation of Government Liability	April 1984
52.216-25	Contract Definitization	October 1997
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-14	Limitations On Subcontracting	December 1996
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	May 2004
52.219-28	Post-Award Small Business Program Rerepresentation	April 2009
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	December 2004
52.222-41	Service Contract Act of 1965	November 2007
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	February 2002
52.222-50	Combating Trafficking in Persons	February 2009
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.227-01	Authorization and Consent	December 2007
52.227-17	Rights In Data--Special Works	December 2007
52.229-03	Federal, State, and Local Taxes	April 2003
52.232-17	Interest	October 2008
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest after Award	August 1996
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.242-13	Bankruptcy	July 1995
52.243-01 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	April 1984
52.244-04	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	August 1998
52.244-06	Subcontracts for Commercial Items	March 2009
52.253-01	Computer Generated Forms	January 1991

I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER  
1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

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(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.216-18 ORDERING

OCTOBER  
1995

**Applies to CLIN 003 ONLY**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through the expiration date of the contract .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS

OCTOBER  
1995

**Applies to CLIN 003 ONLY**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than MINIMUM AND MAXIMUM QUANTITIES found in section H of the contract, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of furnishing the required services for that item for one vessel;

(2) Any order for a combination of items in excess of the maximum quantity identified in the clause MINIMUM AND MAXIMUM QUANTITIES found in section H of the contract; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-21 REQUIREMENTS (OCT 1995) - ALTERNATE I  
ALT I

APRIL 1984

Applies to CLIN 003 ONLY

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of this contract.

I.6 52.217-07 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED  
LINE ITEM

MARCH  
1989

The Government may require the delivery of the numbered line item CLIN 0002, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the

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Contractor within 10 days prior to the start of the option. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL MAY 1989

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

Employee Class Monetary Wage-Fringe Benefits \_\_\_\_\_

DRAFTER/CAD OPERATOR I	GS-4
DRAFTER/CAD OPERATOR II	GS-5
DRAFTER/CAD OPERATOR III	GS-6
DRAFTER/CAD OPERATOR IV	GS-8

I.8 52.252-04 ALTERATIONS IN CONTRACT APRIL 1984

Portions of this contract are altered as follows:

Per Transportation Acquisition Regulation 1219.811-3 Contract clauses.

(f) The contracting officer shall insert the clause at 1252.219-71, Section 8(a) Direct Awards, in all solicitations and contracts processed under the PA. In accordance with the CAAC Letter 98-3, the following FAR clauses shall not be used when processing a Direct 8(a) award under the MOU: (FAR) 48 CFR 52.219-11, Special 8(a) Contract Conditions, (FAR) 48 CFR 52.219-12, Special 8(a) Subcontract Conditions, and (FAR) 48 CFR 52.219-17, Section 8(a) Award.

I.9 1252.219-71. SECTION 8(A) DIRECT AWARDS (APR 2005)

(a) This contract is issued as a direct award between the U.S. Department of Transportation/Maritime Administration (MARAD), the contracting activity and Banc3, Inc. of Cranbury, New Jersey, the 8(a) contractor, pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Transportation. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The responsible SBA district office is:

U.S. Small Business Administration  
New Jersey District Office  
Two Gateway Center, 15th Floor  
Newark, NJ 07102

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

(c) The contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8 (a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

WD 05-2349 (Rev.-6) was first posted on www.wdol.gov on 09/16/2008

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

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

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2349  
Revision No.: 6  
Date Of Revision: 09/11/2008

State: New Jersey

Area: New Jersey Counties of Hunterdon, Middlesex, Somerset, Warren

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.11
01012 - Accounting Clerk II	17.76
01013 - Accounting Clerk III	20.96
01020 - Administrative Assistant	29.37
01040 - Court Reporter	21.19
01051 - Data Entry Operator I	13.95
01052 - Data Entry Operator II	15.22
01060 - Dispatcher, Motor Vehicle	25.00
01070 - Document Preparation Clerk	14.69
01090 - Duplicating Machine Operator	14.69
01111 - General Clerk I	14.82
01112 - General Clerk II	16.82
01113 - General Clerk III	18.82
01120 - Housing Referral Assistant	23.35
01141 - Messenger Courier	10.20
01191 - Order Clerk I	17.35
01192 - Order Clerk II	21.37
01261 - Personnel Assistant (Employment) I	17.89
01262 - Personnel Assistant (Employment) II	20.03
01263 - Personnel Assistant (Employment) III	23.27
01270 - Production Control Clerk	23.27
01280 - Receptionist	15.28
01290 - Rental Clerk	17.89
01300 - Scheduler, Maintenance	19.25
01311 - Secretary I	19.25
01312 - Secretary II	22.56
01313 - Secretary III	23.35
01320 - Service Order Dispatcher	17.98
01410 - Supply Technician	29.37
01420 - Survey Worker	20.03
01531 - Travel Clerk I	13.75
01532 - Travel Clerk II	14.92
01533 - Travel Clerk III	16.13
01611 - Word Processor I	17.16
01612 - Word Processor II	19.09
01613 - Word Processor III	21.45

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.96
05010 - Automotive Electrician	27.14
05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.27
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	17.20
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.36
07041 - Cook I	12.73
07042 - Cook II	14.58
07070 - Dishwasher	9.34
07130 - Food Service Worker	12.02
07210 - Meat Cutter	18.39
07260 - Waiter/Waitress	11.49
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.16
09040 - Furniture Handler	15.94
09080 - Furniture Refinisher	20.16
09090 - Furniture Refinisher Helper	16.92
09110 - Furniture Repairer, Minor	18.54
09130 - Upholsterer	20.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.98
11060 - Elevator Operator	12.19
11090 - Gardener	18.05
11122 - Housekeeping Aide	12.51
11150 - Janitor	15.30
11210 - Laborer, Grounds Maintenance	14.83
11240 - Maid or Houseman	12.57
11260 - Pruner	13.79
11270 - Tractor Operator	16.91
11330 - Trail Maintenance Worker	14.83
11360 - Window Cleaner	16.52
12000 - Health Occupations	
12010 - Ambulance Driver	20.45
12011 - Breath Alcohol Technician	22.61
12012 - Certified Occupational Therapist Assistant	21.85
12015 - Certified Physical Therapist Assistant	21.22
12020 - Dental Assistant	16.83
12025 - Dental Hygienist	32.86
12030 - EKG Technician	27.81
12035 - Electroneurodiagnostic Technologist	27.81
12040 - Emergency Medical Technician	20.45
12071 - Licensed Practical Nurse I	20.12
12072 - Licensed Practical Nurse II	22.61
12073 - Licensed Practical Nurse III	23.58
12100 - Medical Assistant	16.66
12130 - Medical Laboratory Technician	20.30
12160 - Medical Record Clerk	16.69
12190 - Medical Record Technician	20.55

12195 - Medical Transcriptionist	16.66
12210 - Nuclear Medicine Technologist	34.38
12221 - Nursing Assistant I	10.78
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	14.86
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	23.06
12236 - Optical Technician	14.82
12250 - Pharmacy Technician	13.68
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	28.08
12311 - Registered Nurse I	31.62
12312 - Registered Nurse II	36.82
12313 - Registered Nurse II, Specialist	36.82
12314 - Registered Nurse III	44.98
12315 - Registered Nurse III, Anesthetist	44.98
12316 - Registered Nurse IV	53.98
12317 - Scheduler (Drug and Alcohol Testing)	26.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.38
13012 - Exhibits Specialist II	27.43
13013 - Exhibits Specialist III	29.44
13041 - Illustrator I	23.38
13042 - Illustrator II	27.43
13043 - Illustrator III	29.44
13047 - Librarian	36.42
13050 - Library Aide/Clerk	15.79
13054 - Library Information Technology Systems Administrator	31.89
13058 - Library Technician	21.91
13061 - Media Specialist I	17.27
13062 - Media Specialist II	17.82
13063 - Media Specialist III	19.79
13071 - Photographer I	18.78
13072 - Photographer II	24.10
13073 - Photographer III	27.69
13074 - Photographer IV	35.08
13075 - Photographer V	38.15
13110 - Video Teleconference Technician	20.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.39
14042 - Computer Operator II	21.07
14043 - Computer Operator III	23.24
14044 - Computer Operator IV	26.13
14045 - Computer Operator V	28.87
14071 - Computer Programmer I (1)	25.17
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	18.39
14160 - Personal Computer Support Technician	26.13
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	37.04
15020 - Aircrew Training Devices Instructor (Rated)	43.48
15030 - Air Crew Training Devices Instructor (Pilot)	48.93
15050 - Computer Based Training Specialist / Instructor	37.04
15060 - Educational Technologist	33.25
15070 - Flight Instructor (Pilot)	48.93

15080 - Graphic Artist	27.86
15090 - Technical Instructor	31.19
15095 - Technical Instructor/Course Developer	38.04
15110 - Test Proctor	25.11
15120 - Tutor	25.11
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.09
16030 - Counter Attendant	10.09
16040 - Dry Cleaner	13.12
16070 - Finisher, Flatwork, Machine	10.09
16090 - Presser, Hand	10.09
16110 - Presser, Machine, Drycleaning	10.09
16130 - Presser, Machine, Shirts	10.09
16160 - Presser, Machine, Wearing Apparel, Laundry	10.09
16190 - Sewing Machine Operator	14.05
16220 - Tailor	14.97
16250 - Washer, Machine	11.29
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.93
19040 - Tool And Die Maker	24.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	21.34
21040 - Material Expediter	21.34
21050 - Material Handling Laborer	14.24
21071 - Order Filler	13.99
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	14.67
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	13.89
21150 - Stock Clerk	17.41
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.13
23021 - Aircraft Mechanic I	26.09
23022 - Aircraft Mechanic II	27.13
23023 - Aircraft Mechanic III	28.18
23040 - Aircraft Mechanic Helper	20.35
23050 - Aircraft, Painter	25.05
23060 - Aircraft Servicer	22.96
23080 - Aircraft Worker	24.00
23110 - Appliance Mechanic	22.18
23120 - Bicycle Repairer	17.14
23125 - Cable Splicer	35.66
23130 - Carpenter, Maintenance	29.89
23140 - Carpet Layer	24.87
23160 - Electrician, Maintenance	36.84
23181 - Electronics Technician Maintenance I	24.37
23182 - Electronics Technician Maintenance II	24.29
23183 - Electronics Technician Maintenance III	25.32
23260 - Fabric Worker	24.17
23290 - Fire Alarm System Mechanic	22.02
23310 - Fire Extinguisher Repairer	22.43
23311 - Fuel Distribution System Mechanic	26.41
23312 - Fuel Distribution System Operator	22.06
23370 - General Maintenance Worker	23.40
23380 - Ground Support Equipment Mechanic	26.09
23381 - Ground Support Equipment Servicer	22.96
23382 - Ground Support Equipment Worker	24.00

23391 - Gunsmith I	21.86
23392 - Gunsmith II	24.40
23393 - Gunsmith III	26.44
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.99
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	
23.91	
23430 - Heavy Equipment Mechanic	24.27
23440 - Heavy Equipment Operator	31.17
23460 - Instrument Mechanic	26.72
23465 - Laboratory/Shelter Mechanic	25.44
23470 - Laborer	14.74
23510 - Locksmith	20.67
23530 - Machinery Maintenance Mechanic	23.95
23550 - Machinist, Maintenance	19.98
23580 - Maintenance Trades Helper	15.08
23591 - Metrology Technician I	25.07
23592 - Metrology Technician II	26.06
23593 - Metrology Technician III	27.03
23640 - Millwright	30.71
23710 - Office Appliance Repairer	22.16
23760 - Painter, Maintenance	26.69
23790 - Pipefitter, Maintenance	33.20
23810 - Plumber, Maintenance	32.93
23820 - Pneudraulic Systems Mechanic	27.03
23850 - Rigger	22.79
23870 - Scale Mechanic	24.87
23890 - Sheet-Metal Worker, Maintenance	26.87
23910 - Small Engine Mechanic	19.34
23931 - Telecommunications Mechanic I	30.91
23932 - Telecommunications Mechanic II	32.20
23950 - Telephone Lineman	30.69
23960 - Welder, Combination, Maintenance	20.92
23965 - Well Driller	25.57
23970 - Woodcraft Worker	24.97
23980 - Woodworker	19.51
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.38
24580 - Child Care Center Clerk	16.51
24610 - Chore Aide	11.53
24620 - Family Readiness And Support Services Coordinator	15.08
24630 - Homemaker	19.66
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.06
25040 - Sewage Plant Operator	24.98
25070 - Stationary Engineer	28.06
25190 - Ventilation Equipment Tender	21.20
25210 - Water Treatment Plant Operator	26.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.77
27007 - Baggage Inspector	16.93
27008 - Corrections Officer	29.93
27010 - Court Security Officer	30.31
27030 - Detection Dog Handler	19.18
27040 - Detention Officer	29.93
27070 - Firefighter	28.76
27101 - Guard I	16.93
27102 - Guard II	19.18
27131 - Police Officer I	32.37
27132 - Police Officer II	35.94
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	13.28
28042 - Carnival Equipment Repairer	13.84
28043 - Carnival Equipment Worker	10.96
28210 - Gate Attendant/Gate Tender	14.21
28310 - Lifeguard	11.82
28350 - Park Attendant (Aide)	15.90
28510 - Recreation Aide/Health Facility Attendant	12.07
28515 - Recreation Specialist	18.36
28630 - Sports Official	12.66
28690 - Swimming Pool Operator	12.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.87
29020 - Hatch Tender	24.87
29030 - Line Handler	24.87
29041 - Stevedore I	22.97
29042 - Stevedore II	25.06
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.92
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26.15
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.79
30021 - Archeological Technician I	19.73
30022 - Archeological Technician II	19.90
30023 - Archeological Technician III	25.79
30030 - Cartographic Technician	25.79
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.03
30062 - Drafter/CAD Operator II	20.92
30063 - Drafter/CAD Operator III	23.39
30064 - Drafter/CAD Operator IV	27.43
30081 - Engineering Technician I	17.42
30082 - Engineering Technician II	20.22
30083 - Engineering Technician III	22.99
30084 - Engineering Technician IV	28.38
30085 - Engineering Technician V	34.62
30086 - Engineering Technician VI	42.00
30090 - Environmental Technician	20.55
30210 - Laboratory Technician	21.07
30240 - Mathematical Technician	24.94
30361 - Paralegal/Legal Assistant I	20.46
30362 - Paralegal/Legal Assistant II	26.64
30363 - Paralegal/Legal Assistant III	32.58
30364 - Paralegal/Legal Assistant IV	39.44
30390 - Photo-Optics Technician	25.79
30461 - Technical Writer I	25.07
30462 - Technical Writer II	30.66
30463 - Technical Writer III	39.17
30491 - Unexploded Ordnance (UXO) Technician I	24.09
30492 - Unexploded Ordnance (UXO) Technician II	29.15
30493 - Unexploded Ordnance (UXO) Technician III	34.94
30494 - Unexploded (UXO) Safety Escort	24.09
30495 - Unexploded (UXO) Sweep Personnel	24.09
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.39
30621 - Weather Observer, Senior (2)	25.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.44
31260 - Parking and Lot Attendant	9.24
31290 - Shuttle Bus Driver	17.34
31310 - Taxi Driver	12.94

31361 - Truckdriver, Light	17.34
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.64
31364 - Truckdriver, Tractor-Trailer	23.64
99000 - Miscellaneous Occupations	
99030 - Cashier	10.30
99050 - Desk Clerk	11.06
99095 - Embalmer	27.84
99251 - Laboratory Animal Caretaker I	11.84
99252 - Laboratory Animal Caretaker II	12.55
99310 - Mortician	30.53
99410 - Pest Controller	17.74
99510 - Photofinishing Worker	13.71
99710 - Recycling Laborer	16.39
99711 - Recycling Specialist	19.10
99730 - Refuse Collector	15.48
99810 - Sales Clerk	13.36
99820 - School Crossing Guard	14.27
99830 - Survey Party Chief	24.18
99831 - Surveying Aide	14.66
99832 - Surveying Technician	20.12
99840 - Vending Machine Attendant	11.29
99841 - Vending Machine Repairer	14.92
99842 - Vending Machine Repairer Helper	12.28

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: ~~\$2.94~~ <sup>\$3.35\*</sup> per hour or ~~\$129.60~~ <sup>\$134.00\*</sup> per week or ~~\$369.60~~ <sup>\$580.66\*</sup> per month

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

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

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

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates

\* Per ~~link~~ changes add per OOL. BSA. Wage & Allow. Division ~~at~~ all Agency Memorandum number - 206 dated May 18, 2009  
 http://www.wdol.gov/wdol/scafiles/std/05-2349.txt  
 5/20/2009 BB  
 5/22/19

that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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 regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

#### Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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