

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 36
2. CONTRACT NO. W911XK-08-C-0029	3. SOLICITATION NO. W911XK-08-R-0010	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 28 Jul 2008	6. REQUISITION/PURCHASE NO. W56MES81823601		
7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226		CODE W911XK	8. ADDRESS OFFER TO CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226		(If other than Item 7)	CODE W911XK
		TEL: (313) 226-5148 FAX: (313) 226-2209			TEL: (313) 226-5148 FAX: (313) 226-2209	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Contracting Office, 7th Floor until 02:00 PM local time 28 Aug 2008
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME THOMAS O MCKAY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 313 226-6433	C. E-MAIL ADDRESS thomas.o.mckay@usace.army.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

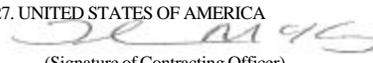
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR SOMAT ENGINEERING, INC. 660 WOODWARD AVENUE SUITE 2430 DETROIT MI 48226	CODE 3K1L2	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code) (313) 963-2721	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$173,263.12	21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) See Item 7	CODE	25. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054	CODE 964145
26. NAME OF CONTRACTING OFFICER (Type or print) THOMAS O MCKAY TEL: 313 226-6433 EMAIL: thomas.o.mckay@usace.army.mil	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 16-Sep-2008

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LIF/SEDIMENT INVESTIGATION AT RICE'S PT. FFP PROJECT NO.:145765 FOB: Destination MILSTRIP: W56MES81823601 PURCHASE REQUEST NUMBER: W56MES81823601	1	Lump Sum	\$173,263.12	\$173,263.12
				NET AMT	\$173,263.12
				ACRN AA CIN: W56MES818236010001	\$173,263.12

Section C - Descriptions and Specifications

SCOPE OF WORK

SCOPE OF WORK

ST. LOUIS RIVER, DULUTH, MN

DETAILED SEDIMENT INVESTIGATION

RICE'S POINT

1. INTRODUCTION

This Project Plan has been developed by the U.S. Army Corps of Engineers-Detroit District (COE) and the Minnesota Pollution Control Agency to provide for the proper implementation of the contamination evaluation at St. Louis River, Duluth, Minnesota. This Project Plan will be reviewed and approved by the COE, coordinating State and Federal Agencies, and the Environmental Services Laboratory. The purpose of this project is to characterize sediment material in the St. Louis River, Duluth, MN, for the purpose of delineating the extent and magnitude of contamination in specified areas. It is imperative that proper sampling, sample handling, and analytical techniques are utilized.

1.1. Project Description

The proposed sampling project is part of an assessment of sediment quality in the St. Louis River. This project will evaluate sediment characterization utilizing a Laser Induced Fluorescence (LIF) instrument and collect sediment samples from the St. Louis River. The project areas will be evaluated, starting 50 feet from the shoreline, based on a 250 foot grid pattern around the perimeter of the project site, and then reduce to a 500 foot grid pattern, and then to a 1000 foot grid pattern. Samples will be collected for chemical analysis on approximately 10% of the sampling locations. A Quality Assurance Project Plan will be prepared for this work.

1.2. Project Phasing

Phase 1. LIF – A Laser Induced Fluorescence is an innovative survey tool which provides detailed coverage through a probe pushed through sediment that can be collected quickly, and which reveal qualitative information on the presence of PAHs in real time. Phase I of this project plan is to deploy the LIF instrument to each sampling point identified in Figure 1, to a depth at least 3 feet below the last positive instrument reading. A geoprobe will be used to deploy the LIF. The results of the LIF information will be reviewed with the goal of strategically selecting the location of the sediment cores.

Phase 2. The second phase of this project plan is to collect sediment samples at pre-defined locations, based on an estimation of 10% of the total sites evaluated by the LIF instrument. Sediment samples will be collecting using a geoprobe, which allows for penetration of at least 30 feet of sediment.

1.3. Scope of Work

The proposed sampling project is part of an assessment of sediment quality in the St. Louis River. This project will evaluate sediment characterization utilizing a Laser Induced Fluorescence (LIF) instrument and collect sediment samples from one area in the St. Louis River: Rice's Point. The project areas will be evaluated, starting 50 feet from the shoreline, based on a 250 foot grid pattern around the perimeter of the project site, and then reduce to a 500 foot grid pattern, and then to a 1000 foot grid pattern. Samples will be collected for chemical analysis on approximately 10% of the sampling locations. A Quality Assurance Project Plan will be prepared for this work.

Phase I of this project plan is to deploy LIF instrument to each sampling point identified in Table 1, to a depth at least 3 feet below the last positive instrument reading. A geoprobe will be used to deploy the LIF. The results of the LIF information will be reviewed with the goal of strategically selecting the location of the sediment cores. The sample locations for the LIF readings are shown in Figures 1 and 2. The project consists of evaluating a total 323 sample points to obtain LIF readings, see Table 2.

The second phase of this project plan is to collect sediment samples at pre-defined locations, based on an estimation of 10% of the total sites evaluated by the LIF instrument. Sediment samples will be collecting using a geoprobe, which allows for penetration of at least 30 feet of sediment. The locations of the sediment samples will be determined after the LIF readings are evaluated. There are an estimated 23 sediment sample points. The parameters for testing are shown in Table 1.

The schedule for the proposed work is to conduct the work in early summer 2008.

The contractor will maintain the samples at 4° C for a period of 6 months after the order has been completed. The A-E will notify the Corps Project Manager prior to sample disposal.

Grids – a stratified random sampling approach was used. A larger grid size was used to bracket contamination over a broader area.

2. DATA QUALITY OBJECTIVES.

The sampling project will attempt to resolve several issues with bottom sediment contamination in the vicinity of Rice's Point, St. Louis River, Duluth, MN.

Likely users of the results of this project would include:

U.S. Army Corps of Engineers
U.S. Environmental Protection Agency
Minnesota Pollution Control Agency
Remedial Action Plans and other Public Interest Groups

The analytical data developed in this project should be of sufficient quality to allow a comparison of bulk chemical concentrations to concentrations considered "background" in and around Saginaw River, Michigan Federal Navigation Channel. Target Quantitation Limits are those identified in the Contract.

3. PROJECT ORGANIZATION AND RESPONSIBILITY.

3.1. Architect-Engineer.

The A-E shall designate an employee who will act as A-E Project Officer. This individual will oversee the correlation of the entire project, administer all instruction from the COE, and answer or obtain answers to all questions from that office during and after the completion of this work effort. During prosecution of the work under this project the A-E shall keep in close liaison with the COE Project Officer. The A-E will be responsible for ensuring that samples are not contaminated, will ship the samples, and otherwise ensuring proper Quality Assurance/Quality Control (QA/QC) is maintained from the point of sample collection to the point of receipt at the analytical laboratory. If the A-E or his subcontractor does not follow the specified criteria and approved work plans and thereby jeopardizes the integrity of the samples, the Contracting Officer will disapprove the samples, and direct the A-E to resample, and present the samples at no additional cost to the Government.

3.2. Corps of Engineers - Detroit District.

The COE will provide sampling locations and project oversight to the A-E.

3.2.1. Project Officers.

Project Officer for Saginaw River, Michigan Federal Harbor sampling are:

Ms. Pam Horner COE, Detroit Proj. Mgmt. 313/226-6748

4. SAMPLING PROCEDURES.

Sampling shall consist of collecting samples of the bottom sediments at designated locations. The A-E is to ensure that representative samples of bottom sediments are collected and that sample

integrity is maintained. The entire sample at each station will be photographed and then thoroughly mixed in a large stainless steel mixing bowl before being transferred into precleaned sample containers, depending upon the determination of any sub-samples that may be required in the field. Large stones, Zebra Mussels and aquatic vegetation will be removed from the samples. The samples will be individually labeled, cooled to 4°C, and transported to the laboratory for physical and chemical analysis.

4.1. Site Safety.

The A-E shall review and comply with all aspects of the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1; Revised 09/96).

4.2. Sampling Location Designation.

Core samples will be collected at approximately 23 sample locations to obtain sediment samples at Rice's Point, St. Louis River, Duluth, MN. The exact locations of the sampling points will be determined after the LIF readings are evaluated. Enclosed are sounding charts designating sample locations for the LIF locations and physical/chemical analysis. Sample locations will be recorded using Global Positioning System.

4.3. Sample Logs.

The A-E subcontractor shall maintain a field log for all samples collected. Information provided in all sampling logs shall include, but not be limited to, the following:

- a. Station identification number;
- b. Sample collection date or dates, and names of the sampling team;
- c. Depth at each sampling location corrected to low water datum;
- e. Thickness of each core retrieved;
- f. Number of cores or grabs and attempts at each station;
- g. A description, measurement and identification of the material of each core retrieved according to ASTM D 2488-69, "Description of Soils (Visual - Manual Procedure)". Logs should provide descriptive terminology of all material recovered with particular attention to organic components (i.e. sticks, leaves, wood chips, presence of visible oil, etc.);
- g. Type of sampling equipment used;
- h. Global Positioning System Calibration recordings;
- I. Latitude and Longitude of station locations;
- j. Time of sample collection;
- k. Identification number of the sample photograph.

Low water datum can be determined from the NOAA web page, www.noaa.gov, by locating the closest gauge to Rice's Point.

4.4. Sample Blending.

The sediment is to be mixed thoroughly. Samples will be directly transferred into stainless steel mixing bowls which have been thoroughly cleaned with site water. Samples will be blended on-site by hand mixing thoroughly with a large stainless steel spatula or spoon.

4.5. Sample Containers and Sample Preservation.

The A-E shall furnish all material and equipment necessary to obtain all the required samples. This would include positioning equipment, precleaned sample containers, measuring devices, stainless steel bowls, ice, coolers, camera, film, etc. Samples shall be stored in borosilicate glass containers. Closures **must** have Teflon linings. The samples are to be cooled to 4⁰ C, and stored in darkness, except transiently during handling operations. Sediment samples must not be frozen, compressed, drained, or dried since results would then be suspect. Overall guidance on holding times and preservation methods are to be found in either "Standard Methods for the Examination of Water and Wastewater," 16th Ed, Am. Pub. Health Assoc., or "Test Methods for Evaluating Solid Waste", 3rd Ed, U.S. EPA No. SW-846.

4.6. Sample Custody.

Chain-of-custody over samples shall be maintained at all times. Sample packaging, shipping, and chain-of-custody shall explicitly follow the guidelines as listed in the U.S. Army Corps of Engineers Sample Handling Protocol for Low, Medium and High Concentration Samples of Hazardous Waste, dated October, 1986. Samples for this project are considered to be low level/environmental samples for safety, packaging and shipping purposes. Sample containers shall be carefully stored and transported in leakproof sturdy coolers.

5. ANALYTICAL PROCEDURES.

The list of testing parameters for sediments are in Table 1. All sample preparation and analysis shall be in accordance with the Contract. These techniques shall be rigidly followed unless otherwise described herein or modified in writing by the Corps of Engineers, Detroit District.

6. DATA ANALYSIS, VALIDATION AND REPORTING.

The reports presenting field data and analyses shall be prepared and submitted as a single report. A report title page shall identify the report title, "Prepared for the U.S. Army Corps of Engineers, Detroit District" with the Delivery Order Number and date. The reports' analytical results will be submitted in a spreadsheet format on 8-1/2" by 11" pages.

6.1. Field Report.

The A-E shall submit a field report including a case narrative describing the sampling project, including sample collection and compositing. The Field Report shall include pertinent field notes, sampling equipment used, sampling procedures, number of gravity cores and gravity core attempts at each station, amount of each sediment sample recovery (length of the cores), number of ponar/Peterson dredge grabs when applicable, sample handling, sample descriptions, photographs of the samples, maps showing sample station locations (Figures 1, 2, & 3), etc.

6.2. Analytical Report.

The report shall include analytical results, case narrative, and the quality control report in accordance with the Contract. The data will be submitted along the paper copy and CD copies of the report. In addition, it will be submitted on an Excel spreadsheet.

9.3. Final Report

The final report submittals (2 hard copies and 5 CDs) will include the field and analytical results, quality assurance/quality control plans and sampling maps in electronic format such as MS Word and/or MS Excel. . In addition to the Word/Excel files and separate files containing boring logs, a single additional file (in pdf format) should be created containing all of the above mentioned files. All files should then be recorded to a Windows compatible CD and 5 duplicates should be made available to the USACE.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

252.246-7000	Material Inspection And Receiving Report	MAR 2008
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CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-DEC-2008	1	LOGISTICS-TRANSPORTATION BR DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT, MI 48231-1027 FOB: Destination	H770T00

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31210000 082427 32308D4L8J053911 NA 96203
AMOUNT: \$173,263.12
CIN W56MES818236010001: \$173,263.12

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the [USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226](#) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the [USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226](#) Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the [USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226](#) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003

52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office 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 office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

- J.1 St. Louis River Sampling Map Rices Point.pdf
- J.2 St. Louis RAP Sampling Locations.xls
- J.3 Table 1 – St. Louis River.xls

WAGE DETERMINATION

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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.: 2005-2285
Revision No.: 5
Date Of Revision: 06/13/2008

States: Minnesota, Wisconsin

Area: Minnesota Counties of Aitkin, Becker, Beltrami, Carlton, Cass, Clay, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Kanabec, Kittson, Koochiching, Lake, Lake of The Woo, Mahnommen, Marshall, Norman, Otter Tail, Pennington, Pine, Polk, Red Lake, Roseau, St Louis, Wadena, Wilkin
Wisconsin Counties of Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor, Washburn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
14.34	
01012 - Accounting Clerk II	
16.10	
01013 - Accounting Clerk III	
17.89	
01020 - Administrative Assistant	
20.26	
01040 - Court Reporter	
17.46	

01051 - Data Entry Operator I
12.27
01052 - Data Entry Operator II
13.46
01060 - Dispatcher, Motor Vehicle
18.53
01070 - Document Preparation Clerk
13.54
01090 - Duplicating Machine Operator
13.54
01111 - General Clerk I
11.14
01112 - General Clerk II
12.16
01113 - General Clerk III
13.65
01120 - Housing Referral Assistant
17.92
01141 - Messenger Courier
10.13
01191 - Order Clerk I
12.77
01192 - Order Clerk II
13.81
01261 - Personnel Assistant (Employment) I
15.55
01262 - Personnel Assistant (Employment) II
17.39
01263 - Personnel Assistant (Employment) III
19.40
01270 - Production Control Clerk
20.84
01280 - Receptionist
10.09
01290 - Rental Clerk
10.05
01300 - Scheduler, Maintenance
16.14
01311 - Secretary I
16.14
01312 - Secretary II
17.32
01313 - Secretary III
19.31
01320 - Service Order Dispatcher
14.44
01410 - Supply Technician
20.26
01420 - Survey Worker
12.25
01531 - Travel Clerk I
12.65

01532 - Travel Clerk II
13.65
01533 - Travel Clerk III
14.67
01611 - Word Processor I
13.34
01612 - Word Processor II
14.88
01613 - Word Processor III
16.65
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
18.48
05010 - Automotive Electrician
16.89
05040 - Automotive Glass Installer
16.40
05070 - Automotive Worker
16.40
05110 - Mobile Equipment Servicer
14.99
05130 - Motor Equipment Metal Mechanic
17.42
05160 - Motor Equipment Metal Worker
16.40
05190 - Motor Vehicle Mechanic
17.16
05220 - Motor Vehicle Mechanic Helper
15.87
05250 - Motor Vehicle Upholstery Worker
15.58
05280 - Motor Vehicle Wrecker
16.40
05310 - Painter, Automotive
16.63
05340 - Radiator Repair Specialist
16.40
05370 - Tire Repairer
13.24
05400 - Transmission Repair Specialist
17.42
07000 - Food Preparation And Service Occupations
07010 - Baker
12.34
07041 - Cook I
10.76
07042 - Cook II
11.58
07070 - Dishwasher
7.72
07130 - Food Service Worker
10.03

07210 - Meat Cutter
16.62
07260 - Waiter/Waitress
8.41
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
17.84
09040 - Furniture Handler
12.24
09080 - Furniture Refinisher
16.84
09090 - Furniture Refinisher Helper
14.60
09110 - Furniture Repairer, Minor
15.77
09130 - Upholsterer
17.84
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
10.29
11060 - Elevator Operator
9.92
11090 - Gardener
12.21
11122 - Housekeeping Aide
9.96
11150 - Janitor
10.54
11210 - Laborer, Grounds Maintenance
11.21
11240 - Maid or Houseman
9.39
11260 - Pruner
10.45
11270 - Tractor Operator
12.09
11330 - Trail Maintenance Worker
11.21
11360 - Window Cleaner
11.06
12000 - Health Occupations
12010 - Ambulance Driver
12.36
12011 - Breath Alcohol Technician
15.32
12012 - Certified Occupational Therapist Assistant
17.52
12015 - Certified Physical Therapist Assistant
17.64
12020 - Dental Assistant
14.72
12025 - Dental Hygienist
25.37

12030 - EKG Technician
22.66
12035 - Electroneurodiagnostic Technologist
22.66
12040 - Emergency Medical Technician
12.36
12071 - Licensed Practical Nurse I
13.61
12072 - Licensed Practical Nurse II
15.26
12073 - Licensed Practical Nurse III
17.08
12100 - Medical Assistant
12.34
12130 - Medical Laboratory Technician
17.82
12160 - Medical Record Clerk
12.71
12190 - Medical Record Technician
14.74
12195 - Medical Transcriptionist
13.42
12210 - Nuclear Medicine Technologist
33.67
12221 - Nursing Assistant I
10.14
12222 - Nursing Assistant II
10.65
12223 - Nursing Assistant III
11.63
12224 - Nursing Assistant IV
13.05
12235 - Optical Dispenser
12.24
12236 - Optical Technician
11.75
12250 - Pharmacy Technician
12.70
12280 - Phlebotomist
13.05
12305 - Radiologic Technologist
23.44
12311 - Registered Nurse I
22.85
12312 - Registered Nurse II
27.96
12313 - Registered Nurse II, Specialist
27.96
12314 - Registered Nurse III
33.83
12315 - Registered Nurse III, Anesthetist
33.83

12316 - Registered Nurse IV
40.52
12317 - Scheduler (Drug and Alcohol Testing)
18.97
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
17.29
13012 - Exhibits Specialist II
21.41
13013 - Exhibits Specialist III
26.20
13041 - Illustrator I
17.47
13042 - Illustrator II
21.65
13043 - Illustrator III
25.47
13047 - Librarian
23.72
13050 - Library Aide/Clerk
12.16
13054 - Library Information Technology Systems Administrator
21.41
13058 - Library Technician
15.68
13061 - Media Specialist I
16.59
13062 - Media Specialist II
18.12
13063 - Media Specialist III
20.20
13071 - Photographer I
13.64
13072 - Photographer II
17.01
13073 - Photographer III
21.08
13074 - Photographer IV
25.78
13075 - Photographer V
30.49
13110 - Video Teleconference Technician
15.45
14000 - Information Technology Occupations
14041 - Computer Operator I
15.47
14042 - Computer Operator II
17.31
14043 - Computer Operator III
20.92
14044 - Computer Operator IV
23.25

14045 - Computer Operator V
25.73
14071 - Computer Programmer I (1)
19.03
14072 - Computer Programmer II (1)
22.53
14073 - Computer Programmer III (1)
26.59
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
15.31
14160 - Personal Computer Support Technician
25.73
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
27.60
15020 - Aircrew Training Devices Instructor (Rated)
33.38
15030 - Air Crew Training Devices Instructor (Pilot)
36.76
15050 - Computer Based Training Specialist / Instructor
26.91
15060 - Educational Technologist
26.66
15070 - Flight Instructor (Pilot)
33.42
15080 - Graphic Artist
17.34
15090 - Technical Instructor
18.25
15095 - Technical Instructor/Course Developer
22.33
15110 - Test Proctor
14.74
15120 - Tutor
14.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
10.24
16030 - Counter Attendant
10.24
16040 - Dry Cleaner
12.85
16070 - Finisher, Flatwork, Machine
10.24
16090 - Presser, Hand
10.24
16110 - Presser, Machine, Drycleaning
10.24

16130 - Presser, Machine, Shirts
10.24
16160 - Presser, Machine, Wearing Apparel, Laundry
10.24
16190 - Sewing Machine Operator
13.63
16220 - Tailor
14.38
16250 - Washer, Machine
11.34
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
19.93
19040 - Tool And Die Maker
24.48
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
16.41
21030 - Material Coordinator
20.84
21040 - Material Expediter
20.84
21050 - Material Handling Laborer
11.90
21071 - Order Filler
10.71
21080 - Production Line Worker (Food Processing)
16.41
21110 - Shipping Packer
14.21
21130 - Shipping/Receiving Clerk
13.42
21140 - Store Worker I
15.63
21150 - Stock Clerk
17.89
21210 - Tools And Parts Attendant
16.41
21410 - Warehouse Specialist
16.41
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
24.61
23021 - Aircraft Mechanic I
23.44
23022 - Aircraft Mechanic II
24.61
23023 - Aircraft Mechanic III
25.84
23040 - Aircraft Mechanic Helper
18.92
23050 - Aircraft, Painter
22.65

23060 - Aircraft Servicer
21.17
23080 - Aircraft Worker
22.06
23110 - Appliance Mechanic
21.08
23120 - Bicycle Repairer
13.24
23125 - Cable Splicer
25.20
23130 - Carpenter, Maintenance
19.53
23140 - Carpet Layer
20.31
23160 - Electrician, Maintenance
24.44
23181 - Electronics Technician Maintenance I
24.50
23182 - Electronics Technician Maintenance II
24.50
23183 - Electronics Technician Maintenance III
26.07
23260 - Fabric Worker
20.08
23290 - Fire Alarm System Mechanic
22.34
23310 - Fire Extinguisher Repairer
19.03
23311 - Fuel Distribution System Mechanic
24.31
23312 - Fuel Distribution System Operator
21.26
23370 - General Maintenance Worker
16.91
23380 - Ground Support Equipment Mechanic
23.44
23381 - Ground Support Equipment Servicer
20.44
23382 - Ground Support Equipment Worker
21.28
23391 - Gunsmith I
19.03
23392 - Gunsmith II
21.03
23393 - Gunsmith III
22.34
23410 - Heating, Ventilation And Air-Conditioning Mechanic
20.64
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)
21.58
23430 - Heavy Equipment Mechanic
21.80

23440 - Heavy Equipment Operator
22.07
23460 - Instrument Mechanic
22.34
23465 - Laboratory/Shelter Mechanic
21.64
23470 - Laborer
11.30
23510 - Locksmith
21.64
23530 - Machinery Maintenance Mechanic
22.47
23550 - Machinist, Maintenance
18.85
23580 - Maintenance Trades Helper
15.11
23591 - Metrology Technician I
22.34
23592 - Metrology Technician II
23.03
23593 - Metrology Technician III
23.81
23640 - Millwright
21.40
23710 - Office Appliance Repairer
19.16
23760 - Painter, Maintenance
22.23
23790 - Pipefitter, Maintenance
28.41
23810 - Plumber, Maintenance
23.99
23820 - Pneudraulic Systems Mechanic
22.34
23850 - Rigger
22.34
23870 - Scale Mechanic
21.03
23890 - Sheet-Metal Worker, Maintenance
24.06
23910 - Small Engine Mechanic
16.25
23931 - Telecommunications Mechanic I
24.93
23932 - Telecommunications Mechanic II
25.72
23950 - Telephone Lineman
21.45
23960 - Welder, Combination, Maintenance
19.95
23965 - Well Driller
21.56

23970 - Woodcraft Worker
22.34
23980 - Woodworker
15.41
24000 - Personal Needs Occupations
24570 - Child Care Attendant
10.18
24580 - Child Care Center Clerk
12.68
24610 - Chore Aide
10.81
24620 - Family Readiness And Support Services Coordinator
12.16
24630 - Homemaker
16.21
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
22.69
25040 - Sewage Plant Operator
21.94
25070 - Stationary Engineer
22.69
25190 - Ventilation Equipment Tender
18.21
25210 - Water Treatment Plant Operator
21.94
27000 - Protective Service Occupations
27004 - Alarm Monitor
17.42
27007 - Baggage Inspector
11.27
27008 - Corrections Officer
21.07
27010 - Court Security Officer
19.73
27030 - Detection Dog Handler
14.85
27040 - Detention Officer
21.07
27070 - Firefighter
15.86
27101 - Guard I
11.27
27102 - Guard II
14.85
27131 - Police Officer I
22.26
27132 - Police Officer II
24.73
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
8.58

28042 - Carnival Equipment Repairer
8.97
28043 - Carnival Equipment Worker
7.59
28210 - Gate Attendant/Gate Tender
12.73
28310 - Lifeguard
11.34
28350 - Park Attendant (Aide)
14.24
28510 - Recreation Aide/Health Facility Attendant
10.56
28515 - Recreation Specialist
12.82
28630 - Sports Official
11.34
28690 - Swimming Pool Operator
13.78
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
21.64
29020 - Hatch Tender
21.97
29030 - Line Handler
21.97
29041 - Stevedore I
20.81
29042 - Stevedore II
24.36
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (2)
33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)
23.41
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)
25.79
30021 - Archeological Technician I
16.56
30022 - Archeological Technician II
18.65
30023 - Archeological Technician III
23.01
30030 - Cartographic Technician
21.87
30040 - Civil Engineering Technician
23.44
30061 - Drafter/CAD Operator I
15.44
30062 - Drafter/CAD Operator II
18.62
30063 - Drafter/CAD Operator III
19.67

30064 - Drafter/CAD Operator IV
23.70
30081 - Engineering Technician I
14.07
30082 - Engineering Technician II
16.36
30083 - Engineering Technician III
18.30
30084 - Engineering Technician IV
22.68
30085 - Engineering Technician V
27.75
30086 - Engineering Technician VI
32.76
30090 - Environmental Technician
21.39
30210 - Laboratory Technician
19.38
30240 - Mathematical Technician
22.68
30361 - Paralegal/Legal Assistant I
15.71
30362 - Paralegal/Legal Assistant II
18.49
30363 - Paralegal/Legal Assistant III
22.63
30364 - Paralegal/Legal Assistant IV
27.37
30390 - Photo-Optics Technician
22.79
30461 - Technical Writer I
17.70
30462 - Technical Writer II
21.65
30463 - Technical Writer III
26.20
30491 - Unexploded Ordnance (UXO) Technician I
21.58
30492 - Unexploded Ordnance (UXO) Technician II
26.11
30493 - Unexploded Ordnance (UXO) Technician III
31.30
30494 - Unexploded (UXO) Safety Escort
21.58
30495 - Unexploded (UXO) Sweep Personnel
21.59
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)
18.32
30621 - Weather Observer, Senior (2)
20.36
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide
11.44

31030 - Bus Driver
16.02
31043 - Driver Courier
13.20
31260 - Parking and Lot Attendant
11.83
31290 - Shuttle Bus Driver
15.42
31310 - Taxi Driver
13.95
31361 - Truckdriver, Light
13.98
31362 - Truckdriver, Medium
14.54
31363 - Truckdriver, Heavy
18.79
31364 - Truckdriver, Tractor-Trailer
18.79
99000 - Miscellaneous Occupations
99030 - Cashier
8.02
99050 - Desk Clerk
8.94
99095 - Embalmer
26.29
99251 - Laboratory Animal Caretaker I
10.76
99252 - Laboratory Animal Caretaker II
11.40
99310 - Mortician
26.29
99410 - Pest Controller
12.25
99510 - Photofinishing Worker
11.34
99710 - Recycling Laborer
14.43
99711 - Recycling Specialist
14.42
99730 - Refuse Collector
13.67
99810 - Sales Clerk
10.63
99820 - School Crossing Guard
11.13
99830 - Survey Party Chief
20.17
99831 - Surveying Aide
13.56
99832 - Surveying Technician
17.72
99840 - Vending Machine Attendant
12.39

99841 - Vending Machine Repairer
13.82
99842 - Vending Machine Repairer Helper
12.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 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 that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances 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.