

**United States District Court
District of New Mexico**

Request for Quotation

Request Date: August 16, 2021

Deadline for Quotes: August 26, 2021

Project Review Meeting/Field Measurements: 2:00 P.M., August 19, 2021

Project: Las Cruces Courthouse – 2nd Floor Handrail Project

Special Notes and Requirements:

This is a Request for Quotation (RFQ) for materials and services in connection with the U.S. District Court (USDC), District of New Mexico Handrail Project in the Clerk's Office on the 2nd floor of the U.S. District Courthouse, located at 100 N. Church St. Las Cruces New Mexico.

This is a request for **Open Market Pricing**.

All contractors must agree to the Terms and Conditions set out in Attachment A.

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Technical specifications are listed in the Scope of Work section.

Square footage indicated in specifications are approximates and field measurements are recommended. Changes cannot be made after contract is awarded.

The Contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.

All work will be completed evenings and weekends, other than normal business hours (5:00 p.m. to 6:00 a.m.)

All work requires unescorted access to judiciary facilities during evening and weekend hours. In accordance with Clause 3-3 (*Provisions, Clauses, Terms and Conditions - Small Purchases*) Contractor employees working on this project are subject to security checks including fingerprinting and background investigations, and require access badges to work on the project. If the contractor is unable to supply a sufficient number of technically knowledgeable employees to work on this project, the judiciary may terminate the contract for default.

Contractor must submit names of employees for security clearance within two weeks of contract award. Once security checks are completed, a time will be set up to issue badges to cleared employees.

All badges must be returned upon completion of the project before payment can be issued against the Purchase Order.

All quotes shall be accompanied by a *proposed* schedule of operations, including estimated times for completion and number of crew needed to accomplish the work. It is anticipated that the project will be completed over three to four weekends.

Proposals must include the total cost to complete the scope of work in accordance with this RFQ. No additional charges including fuel surcharges, unforeseen, or unplanned expenses will be accepted.

A site review for the purpose of responding to this RFQ will be conducted on **August 19, 2021, at 2:00 p.m.** All interested contractors shall meet at the appointed time in the lobby of the Las Cruces Courthouse, 100 N. Church St. to review the space. Please confirm to Lorenzo Diaz via email by noon on **August 18, 2021**, that you will be attending the site review and the number of representatives from your company that will be attending. If you are unable to make this meeting, please contact Lorenzo to make arrangements to view the workspace prior to the submission deadline.

Due to COVID 19, social distancing will be practiced during site review. If need be, site review will be conducted in groups no larger than 4 persons.

Masks are required during site review.

Please confirm to Lorenzo Diaz via email by **August 18, 2021**, noon that you will or will not be submitting a quote in response to this RFP.

Contractors may submit questions via email to Lorenzo Diaz. The deadline for submission of questions is noon on **August 23, 2021**. All questions must be in writing to be considered as part of the RFQ. Responses will be shared with all contractors submitting proposals.

Please provide a list of names attending a site review of anyone wishing to take photos during the tour by **August 18, 2021**. Quotes are due by **August 26, 2021**, regardless of when the site tour was completed.

Quotes must be valid through **September 30, 2021**.

Contractors will be responsible for any damage to building, furnishing or carpet during the course of work being performed.

Award of contract and acceptance of work performed will be dependent on approval from the General Services Administration and the Court. **Please note, GSA requires a Certificate of General Liability Insurance naming GSA as the beneficiary.**

Quotes: Submit a quote for the material and work to be completed, along with your approach and project management in accordance with the attached Statement of Work (SOW). All proposals should detail how work will be accomplished and acknowledge compliance with the RFQ.

Quotes may be mailed, hand delivered, or e-mailed to:

Lorenzo Diaz
U.S. District Court
100 N. Church St.
Las Cruces, New Mexico 88001
Phone: 575-528-1457
Email: lorenzo_diaz@nmd.uscourts.gov

Questions concerning this RFQ should be addressed to the same.

STATEMENT OF WORK

Description of Project

(1) Introduction

The USDC has determined handrails are needed in the Clerk's office for the benefit of employees that may need them.

(2) Scope

The Scope of Work (SOW) for this RFQ includes all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate the installation of handrails in the Clerk's Office, 2nd floor of the Las Cruces Courthouse, 100 N. Church St, in Las Cruces. Please see the attached map for the area included in the SOW.

Special Requirements

- Any contractor providing a quote for this project must have at least five years' experience with commercial level construction and have the manpower, equipment and tools required to complete the work to industry standards.
- Any contractor providing a quote must attend the **Project Review/Field Measurement meeting on August 19, 2021**, as noted above. If unable to make the August 19th meeting, the Contractor should contact Lorenzo Diaz to make arrangements for another date and time for a site visit.
- Contractor will attend a pre-construction meeting prior to project start to work out schedule.
- Contractor will provide an onsite Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of the industry.
- The Supervisor will be available to oversee and inspect all construction, ensure that all areas are left clean each night, and will be accountable during all working hours to oversee performance of all obligations under this contract.

The Supervisor shall report at the start of the shift to the USDC Project Manager for daily dialogue, to review completed work and any special problems, and to receive instructions relative to daily activities.

All workers must have the technical knowledge and experience with commercial construction, including any patching and wall repair needed as part of the contract.

- Low odor, water based paint shall be used on all areas.
- If requested, contractor shall be prepared to provide a Material Safety Data for all chemicals proposed to be furnished as a result of this bid. The MSDS must list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- The contractor will work at the convenience of the court and must be available to complete the work evenings and weekends.
- Number of crew members shall be appropriate for amount of work to be completed in a given night.
- All crew members must receive a security clearance and obtain an access badge through the Court prior to starting work on the project and return the badges upon completion of the project. Payment will not be made until badges are returned.
- The Court & GSA must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

Requirements

The work to be performed in connection with this project includes the following:

- Ordering, receiving and storing material as defined in Section 3.0 until application;
- Patching, priming and painting all walls as needed and identified in contract;
- Clean cut-in to cove base where necessary;
- Clean-up and removal of any debris or trash associated with the project.
- Any and all additional work necessary to complete construction to meet industry and manufacturers standards and to the satisfaction and approval of the General Services Administration and the Court; and
- Any and all additional work necessary to meet all local building, fire and safety codes, and the Terms and Conditions set out in Attachments A& B.

Deliverables

Table A, below, identifies the area included in the project. (Please note contractors should take field measurements to confirm square footage.)

Location	Approx. Area	Selected Areas	Schedule
2nd Floor – Clerk’s Office			
Clerk’s Office	200 ft	Hallways	4 weeks

Schedule for Performance and Delivery/Milestone Schedules

- (a) A decision for awarding the contract will be made when funding is available.
- (b) A Purchase Order for this project will be issued as soon as the project has been approved and the contract has been awarded.
- (c) A detailed work schedule will be arranged once the contract is awarded and crews have received access badges. **Work must be completed within 4 weeks of award of contract, unless otherwise arranged with court Project Manager.** The Contractor will work with movers to complete a final schedule.
- (d) Contractor may submit partial invoices for work completed once the area has been inspected and approved. Submitting of partial invoices shall be limited to once a week.

(1) Review Period for Deliverable

The Court will review each area with the Supervisor within 24 hours of completion of installation. Any discrepancies will be noted and must be addressed within 72 hours of the review.

(2) Acceptance Criteria for Deliverables

The following criteria will be used to evaluate the performance of the contractor to meet the contract requirements:

- Application of paint will be clean without spatter on ceiling, adjacent walls or carpet;
- New color selection shall match samples provided to contractor;
- Walls are primed or multiple coats applied so that old paint color does not show through or impact new application;
- Patching and texturing will blend with existing application;

- All trash, remnants, paint cans, etc., shall be removed and space completely cleaned upon completion of project.
- If necessary, contractor will return for touch-up or repainting as needed to meet approval of the court.

Environment

All work will be conducted in occupied space.

Locations for Performance

All work will be conducted at the U.S. District Courthouse, 100 N. Church St, Las Cruces, New Mexico, 2nd floor.

Government Furnished Property

No equipment, materials or service of any kind shall be provided by the Court.

Contractor Furnished Material

The contractor must furnish all equipment and materials needed to perform the Scope of Work. Equipment or materials may not be stored in the courthouse during the duration of the project without permission of the Court.

Access to Judiciary IT Networks

At no time shall the contractor have access to the Judiciary IT Network or Bench and Bar Wi-Fi.

Warranty Service

The Contractor shall provide a minimum of one year warranty on hardware, and all aspects of each handrail installation. The one year warranty for each handrail shall begin when the entire project is accepted by the Contracting Officer or Contracting Officer Representative. All warranty repairs made during the warranty period shall be at the sole expense of the contractor, including parts, labor, travel expenses, and any other cost associated with the repair.

ATTACHMENT A - TERMS AND CONDITIONS

APPLICABLE JUDICIARY TERMS AND CONDITIONS

1. Clause B-5, Clauses Incorporated by Reference (SEP 2010)

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 address: <http://www.uscourts.gov/procurement.aspx>

(end)

- The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)

Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)

Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)

Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)

Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)

Clause 7-115 Availability of Funds (JAN 2003)

- The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

Clause 2-90C Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*.

(end)

Clause 2-90D Option to Extend the Term of the Contract (APR 2013)

2) The judiciary may extend the term of this contract by written notice to the contractor no later than calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

3) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

4) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months) (years).

(end)

4. Incorporation of Department of Labor Wage Rate Determination

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(end)

Solicitation Provisions Incorporated by Reference

Provision 2-70 Site Visit (JAN 2003)

Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

Provision 3-135 Single or Multiple Awards (JAN 2003)

Additional Solicitation Provisions

Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a fixed price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(end)

Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(e) *Definitions.*

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(f) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(g) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):* _____

- TIN has been applied for.
- TIN is not required, because:
 - Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per 26 CFR 1.6049-4;
- other.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is , is not, 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- Women Owned Business
- Minority Owned Business (if selected, then one sub-type is required)
 - Black American
 - Hispanic American
 - Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 - Individual/concern, other than one of the preceding.

(end)

_____ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICAT
ION

The offeror does does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

_____ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

CLAUSES INCORPORATED BY REFERENCE

2-5A Inspection of Products APR 2013
2-5B Inspection of Services APR 2013
2-10 Responsibility for Products JAN 2010
2-25A Delivery Terms and Contractor's Responsibility JAN 2003
2-60 Stop Work Order JAN 2010
7-200 Judiciary Delay of Work JAN 2003
3-305 Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration APR 2013
7-1 Contract Administration JAN 2003
7-5 Contracting Officer's Representative APR 2013
7-125 Invoices APR 2011
1-5 Conflict of Interest AUG 2004
1-10 Gratuities or Gifts JAN 2010
1-15 Disclosure of Contractor Information to the Public AUG 2004
2-20A Incorporation of Warranty JAN 2003
3-140 Notice to the Judiciary of Labor Disputes JAN 2003
3-25 Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment JUN 2014
3-35 Covenant Against Contingent Fees JAN 2003
3-40 Restrictions on Subcontractor Sales to the Government JUN 2014
3-45 Anti-Kickback Procedures JUN 2012
3-105 Audit and Records APR 2011
3-120 Order of Precedence JAN 2003
3-155 Walsh-Healey Public Contracts Act JUN 2012
3-160 Service Contract Act of 1965 JAN 2003
3-205 Protest after Award JAN 2003
3-300 Registration in the System for Award Management (SAM) APR 2013
6-40 Federal, State, and Local Taxes JAN 2003
7-15 Observance of Regulations/Standards of Conduct JAN 2003
7-20 Security Requirements APR 2013


7-25 Indemnification AUG 2004
7-185 Changes APR 2013
7-210 Payment for Emergency Closures APR 2013
7-215 Notification of Ownership Changes JAN 2003
7-220 Termination for Convenience of the Judiciary (Fixed Price) JAN 2003
7-230 Termination for Default - Fixed-Price Products and Services JAN 2003
7-235 Disputes JAN 2003



Concept Floorplans



G100 - Aerial View

	<p>United States District Court District of New Mexico</p>	<p>Project Designer: Lorenzo Diaz lorenzo_dias@nmd.uscourts.gov 575-528-1457</p>	<p>Date: 8/2/2021</p>
	<p>Project Description: Handrail Project</p>		
	<p>Project Location: 2nd Floor Clerk's Office- 100 N. Church St., LC, NM</p>		



United States District Court
District of New Mexico

Project Designer: Lorenzo Diaz
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575-528-1457

Date: 8/2/2021

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Project Description: Handrail Project

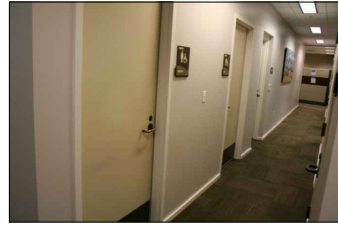
Project Location: 2nd Floor Clerk's Office- 100 N. Church St., LC, NM



A. Hallway 271 - West



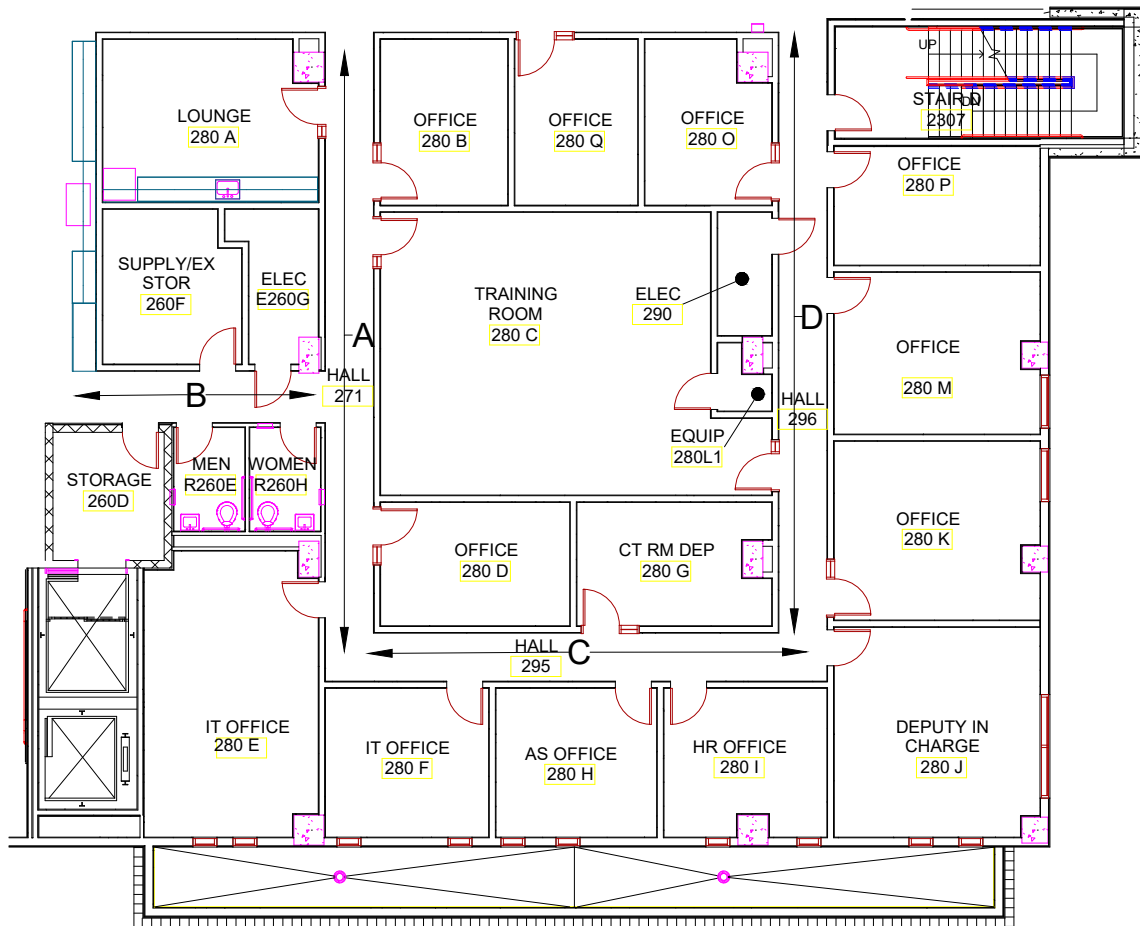
C. Hallway 295 - South



B. Hallway Adjacent to Hallway 271 - West. Next to restrooms.



D. Hallway 296 - East



G102 - Existing Conditions



United States District Court
District of New Mexico

Project Designer: Lorenzo Diaz
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575-528-1457

Date: 8/2/2021

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Project Description: Handrail Project

Project Location: 2nd Floor Clerk's Office- 100 N. Church St., LC, NM

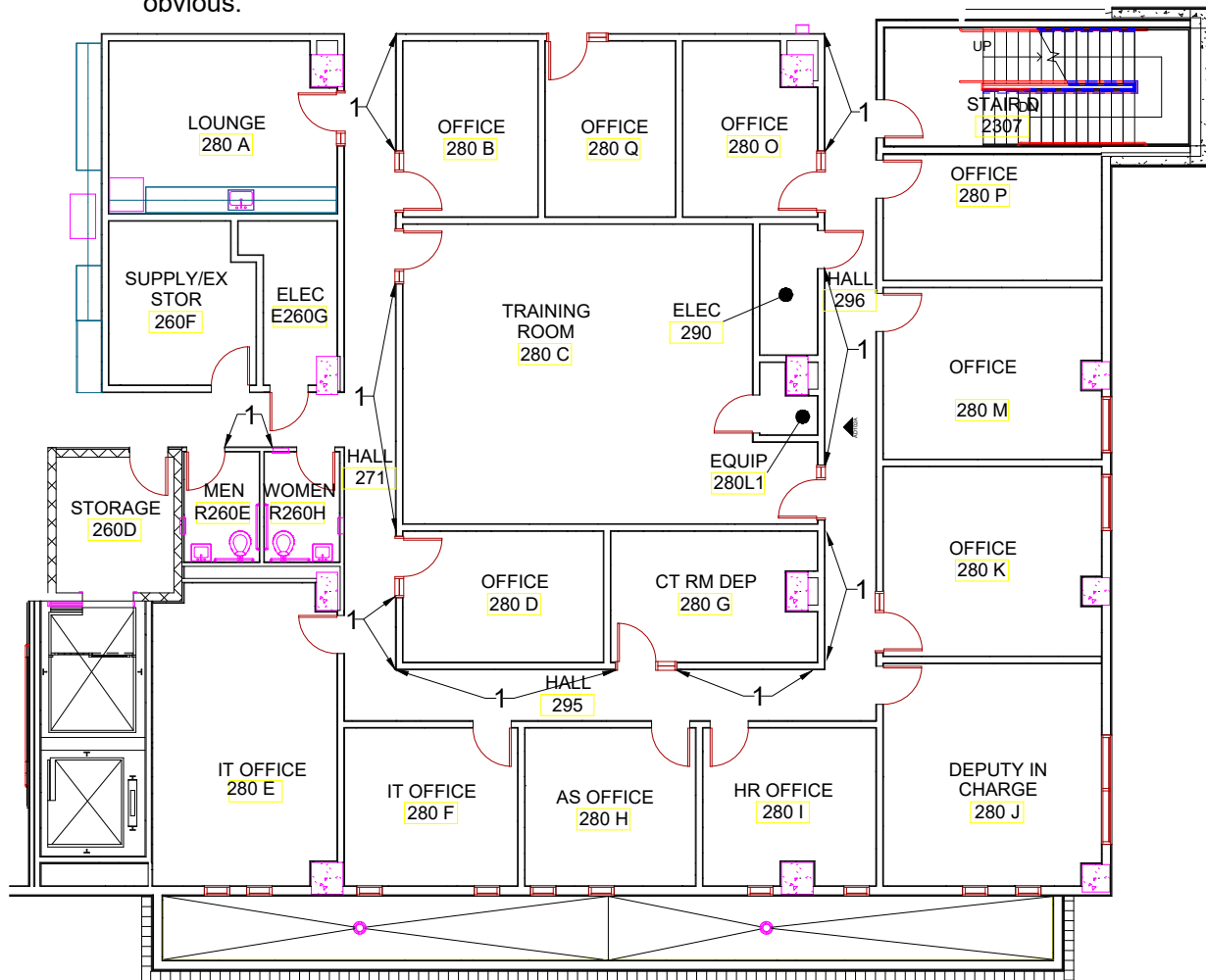
General Notes

1. All work to be done other than normal business hours, between 5:00 p.m. and 6:00 a.m. weekends, and anytime on weekends.
2. Contractor shall protect existing finishes during demolition and patch and repair any damage that may occur.
3. Area to be cleaned daily of all debris and trash.
4. Contractor shall conduct a site visit and inspect all existing conditions before construction is to begin.
5. All blocking should be 36" AFF to center.
6. All insulation that is disturbed during demolition shall be replaced as needed.
7. Replaced drywall shall be seamless and not obvious.

8. Contractor shall cover the area of work in such a way so dust from demolition does not spread to other areas. Please check with GSA and the Courts on how air vents can be sealed or turned off to keep the dust from being carried in the HVAC system.

Keyed Notes

1. Cut drywall for blocking 18" beginning at 27" AFF, from corner to corner of hallway. See AD 102A for detail.



AD 101 - Demolition

	United States District Court District of New Mexico	Project Designer: Lorenzo Diaz lorenzo_dias@nmd.uscourts.gov 575-528-1457	Date: 8/2/2021
	Project Description: Handrail Project		
	Project Location: 2nd Floor Clerk's Office- 100 N. Church St., LC, NM		

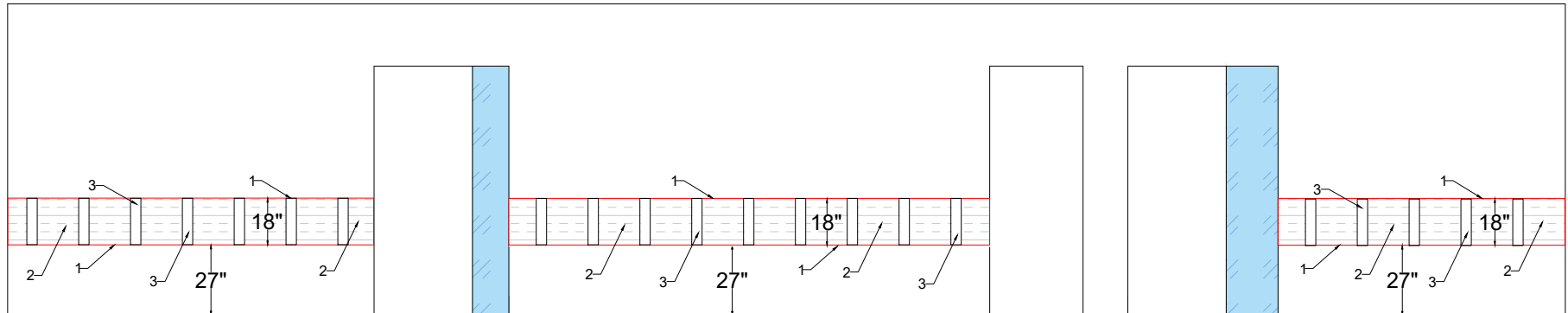
General Notes

1. Contractor shall protect existing finishes during demolition and patch and repair any damage that may occur.
2. Contractor shall cover the area of work in such a way so dust from demolition does not spread to other areas. Please check with GSA and the Courts on how air vents can be sealed or turned off to keep the dust from being carried in the HVAC system.
3. Area to be cleaned daily of all debris and trash.

4. All insulation that is disturbed during demolition shall be replaced as needed.
5. All drywall cuts shall be clean and straight for easier replacement.

Keyed Notes

1. Cut drywall for blocking 18" beginning at 27" AFF, from corner to corner of hallway. See AD 102A for detail.
2. 2"x4" existing metal stud.
3. Existing insulation batting.



AD102A - Drywall Demolition Detail

AD 102 - Demolition - Wall Detail



United States District Court
District of New Mexico

Project Designer: Lorenzo Diaz
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575-528-1457

Date: 8/2/2021

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Project Description: Handrail Project

Project Location: 2nd Floor Clerk's Office- 100 N. Church St., LC, NM

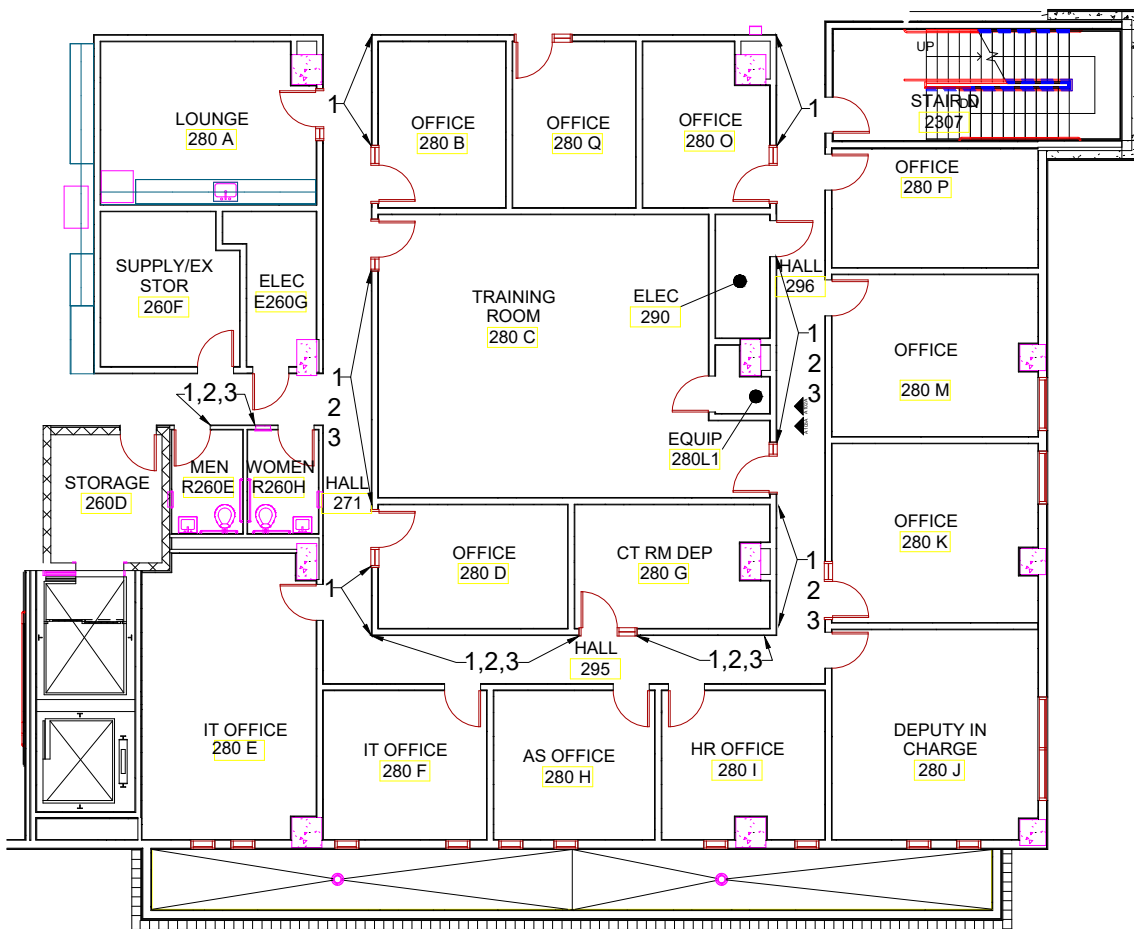
General Notes

1. Contractor shall protect existing finishes during demolition and patch and repair any damage that may occur.
2. Contractor shall cover the area of work in such a way so dust from construction does not spread to other areas. Please check with GSA and the Courts on how air vents can be sealed or turned off to keep the dust from being carried in the HVAC system.
3. Area to be cleaned daily of all debris and trash.
4. All blocking should be 36" AFF to center.
5. Replaced drywall shall be floated, textured and painted so it is seamless and the inserted replacement is not obvious.
6. Sample handrail and brackets shall be provided for approval by Court.
7. Contractor shall check with Court before final placement of handrails.

8. All construction must conform to ABAAS standards. Please see the GSA guide for more information. <https://www.access-board.gov/aba>

Keyed Notes

1. Insert 2"x6" blocking beginning at 36" center AFF, from corner to corner of hallway. See A102A for detail.
2. Replace cut drywall to match existing walls, floated, textured and painted so inserted replacement is not obvious.
3. Install handrails, 36" center AFF. Handrails to be red oak to match existing millwork with oil rubbed bronze brackets, to be continuous from corner to corner of walls as indicated. See A103A for detail.



A 101 - Construction



**United States District Court
District of New Mexico**

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Project Description: Handrail Project

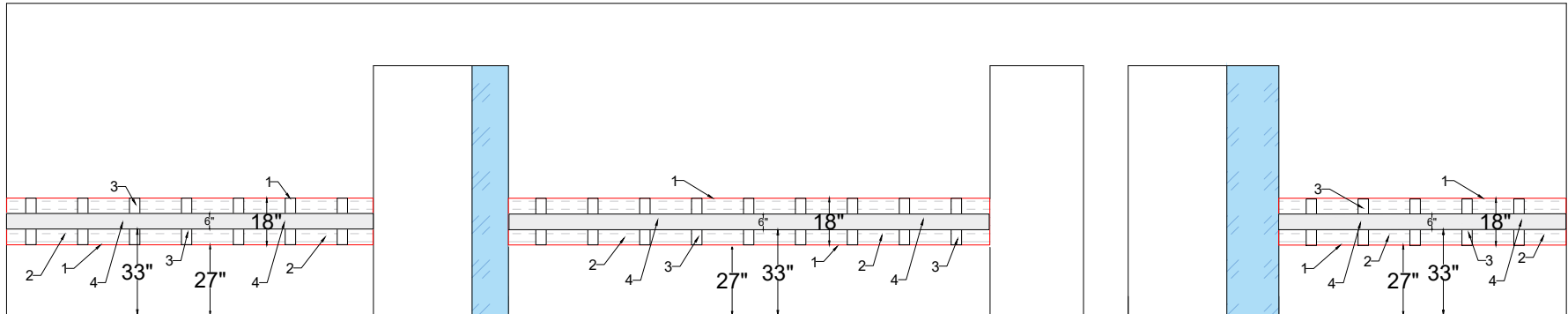
Project Location: 2nd Floor Clerk's Office- 100 N. Church St., LC, NM

General Notes

1. Contractor shall protect existing finishes during demolition and patch and repair any damage that may occur.
2. Area to be cleaned daily of all debris and trash.
3. All blocking should be 36" AFF to center.
4. Contractor to check with court before final placement of blocking.
5. All construction must conform to ABAAS standards. Please see the GSA guide for more information. <https://www.access-board.gov/aba>
6. Contractor shall cover the area of work in such a way so dust from construction does not spread to other areas. Please check with GSA and the Courts on how air vents can be sealed or turned off to keep the dust from being carried in the HVAC system.

Keyed Notes

1. Previously demolished drywall.
2. 2"x 4" existing metal stud.
3. Existing insulation batting.
4. Install 2"x 6" blocking, 36" center AFF.



A102A - Blocking Detail

A102 - Construction - Blocking Detail



United States District Court
District of New Mexico

Project Designer: Lorenzo Diaz
lorenzo_dias@nmd.uscourts.gov
575-528-1457

Date: 8/2/2021

Page No.: 7 of 8

Project Description: Handrail Project

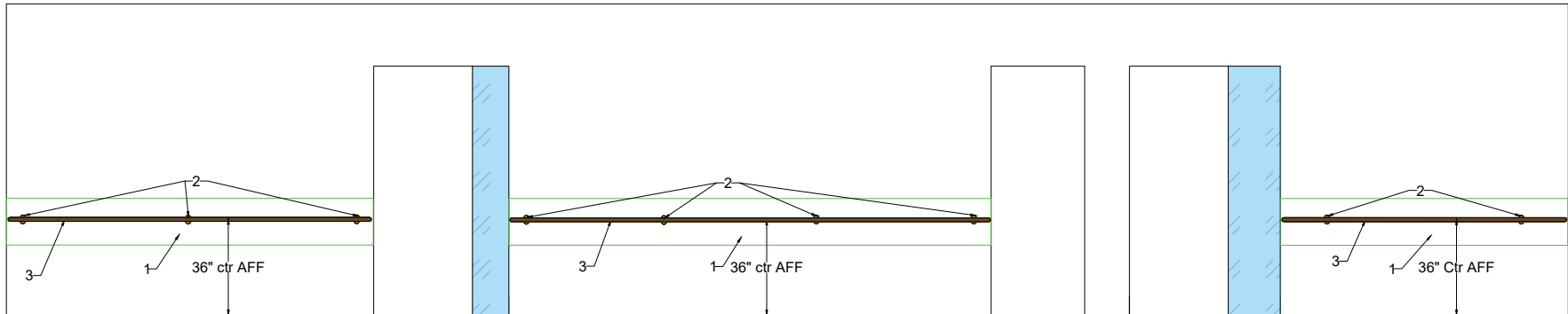
Project Location: 2nd Floor Clerk's Office- 100 N. Church St., LC, NM

General Notes

1. Contractor shall protect existing finishes during demolition and patch and repair any damage that may occur.
2. Area to be cleaned daily of all debris and trash.
3. Replaced drywall shall be floated, textured and painted so it is seamless and the inserted replacement is not obvious.
4. All handrails to be position 36" center AFF.
5. Contractor to check with court before final placement of handrails.
6. All construction must conform to ABAAS standards. Please see the GSA guide for more information. <https://www.access-board.gov/aba/>
7. Contractor shall cover the area of work in such a way so dust from construction does not spread to other areas. Please check with GSA and the Courts on how air vents can be sealed or turned off to keep the dust from being carried in the HVAC system.

Keyed Notes

1. Replace demolished drywall with new. Tape, texture and paint to match existing for seamless transition.
2. Install bronze support brackets per ABAAS standards. See ABAAS guide for details. <https://www.access-board.gov/aba/guides/>
3. Install handrails, 36" center AFF. Handrails to be red oak to match existing millwork with oil rubbed bronze brackets, to be continuous from corner to corner of walls as indicated.



A103A - Handrail Detail

A 103- Construction - Handrail Detail



United States District Court
District of New Mexico

Project Designer: Lorenzo Diaz
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575-528-1457

Date: 8/2/2021

Page No.: 8 of 8

Project Description: Handrail Project

Project Location: 2nd Floor Clerk's Office- 100 N. Church St., LC, NM

Judiciary Project Requirements (JPR) – Scope of Work

Judiciary Project Requirements
New Mexico District Court
Las Cruces Hand Rail Installation
Las Cruces U.S. District Courthouse, Floor - 2nd
100 N. Church St Las Cruces, NM 88001

Addition of hand rails in clerks office

Proposed Timeline:

As soon as possible.

Point of Contact:

Lorenzo Diaz

575-528-1457

lorenzo_diaz@nmd.uscourts.gov

CLERKS OFFICE

**Painting and
Wallpaper**

New Construction - Texture, prime and paint walls to repair drywall removed for blocking.
Match existing texture and color.

Special Instructions - Paint must be from floor to ceiling and corner to corner.

Walls

Demo - Cut drywall for blocking 18" beginning at 27" AFF, from corner to corner of hallway.

New Construction - 1.Insert 2"X6" blocking at 36" centered AFF, from corner to corner of hallway: 2.Replace cut drywall to match existing walls, floated, textured and painted so inserted replacement is not obvious.: Install red oak wood handrails stained to match existing mill work with oil rubbed bronze brackets, 36" center AFF. To be continuous.

Special Instructions - Brackets not to exceed six feet in spacing or per manufacturers recommendations.

Hardware

New Construction - Hardware to be oil rubbed bronze to match existing

Other1

New Construction - Match existing handrails in courtrooms.

GENERAL CONDITIONS

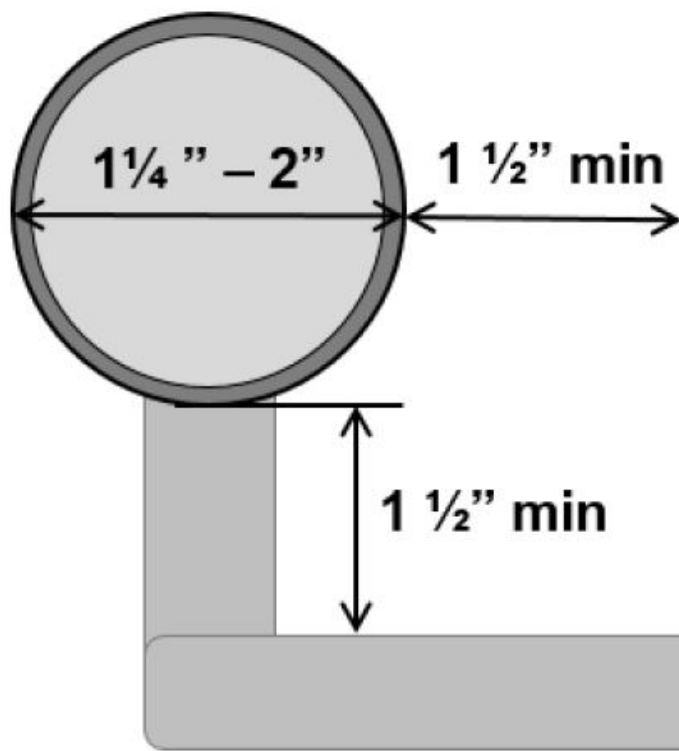
- Contractor's submittals must identify any and all options (finish, size, style of controls, etc.) available to the court. Contractor's assumptive selection of "standard" options or finishes may result in refusal of work by the court and reordering of materials and labor at the contractor's expense.
- All work to be completed after normal business hours and weekends.
- Contractor must clean worksite daily.

CLERKS OFFICE (PHOTOS OF EXISTING SPACE)



Courtroom handrail

ABAAS Standards for Handrails – Detail



**ATTACHMENT B – DEPARTMENT OF LABOR WAGE
DETERMINATION**

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

Wage Determination No.: 2015-5447
 Daniel W. Simms Division of | Revision No.: 11
 Director Wage Determinations | Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico County of Dona Ana

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.78
01012 - Accounting Clerk II		15.47
01013 - Accounting Clerk III		17.31
01020 - Administrative Assistant		26.88
01035 - Court Reporter		16.74
01041 - Customer Service Representative I		11.32
01042 - Customer Service Representative II		12.73
01043 - Customer Service Representative III		13.88
01051 - Data Entry Operator I		12.44
01052 - Data Entry Operator II		13.57
01060 - Dispatcher Motor Vehicle		16.28
01070 - Document Preparation Clerk		13.33
01090 - Duplicating Machine Operator		13.33
01111 - General Clerk I		11.28
01112 - General Clerk II		12.31
01113 - General Clerk III		13.82
01120 - Housing Referral Assistant		18.66
01141 - Messenger Courier		10.87
01191 - Order Clerk I		12.22
01192 - Order Clerk II		13.33
01261 - Personnel Assistant (Employment) I		15.62
01262 - Personnel Assistant (Employment) II		17.48
01263 - Personnel Assistant (Employment) III		19.59
01270 - Production Control Clerk		20.23
01290 - Rental Clerk		11.81
01300 - Scheduler Maintenance		14.96
01311 - Secretary I		14.96
01312 - Secretary II		16.74
01313 - Secretary III		18.66

01320 - Service Order Dispatcher	14.55
01410 - Supply Technician	26.88
01420 - Survey Worker	14.87
01460 - Switchboard Operator/Receptionist	11.58
01531 - Travel Clerk I	11.87
01532 - Travel Clerk II	12.81
01533 - Travel Clerk III	13.76
01611 - Word Processor I	13.33
01612 - Word Processor II	14.96
01613 - Word Processor III	16.74
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.86
05010 - Automotive Electrician	17.25
05040 - Automotive Glass Installer	16.00
05070 - Automotive Worker	16.00
05110 - Mobile Equipment Servicer	13.41
05130 - Motor Equipment Metal Mechanic	18.59
05160 - Motor Equipment Metal Worker	16.00
05190 - Motor Vehicle Mechanic	18.59
05220 - Motor Vehicle Mechanic Helper	12.06
05250 - Motor Vehicle Upholstery Worker	14.70
05280 - Motor Vehicle Wrecker	16.00
05310 - Painter Automotive	17.25
05340 - Radiator Repair Specialist	16.00
05370 - Tire Repairer	12.46
05400 - Transmission Repair Specialist	18.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.97
07041 - Cook I	10.51
07042 - Cook II	12.54
07070 - Dishwasher	10.32
07130 - Food Service Worker	10.60
07210 - Meat Cutter	13.35
07260 - Waiter/Waitress	9.30
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.25
09040 - Furniture Handler	10.02
09080 - Furniture Refinisher	18.25
09090 - Furniture Refinisher Helper	12.78
09110 - Furniture Repairer Minor	15.55
09130 - Upholsterer	18.25
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.07
11060 - Elevator Operator	10.77
11090 - Gardener	16.18
11122 - Housekeeping Aide	10.77
11150 - Janitor	10.77
11210 - Laborer Grounds Maintenance	11.37
11240 - Maid or Houseman	9.60
11260 - Pruner	10.15
11270 - Tractor Operator	14.55
11330 - Trail Maintenance Worker	11.37
11360 - Window Cleaner	12.06
12000 - Health Occupations	
12010 - Ambulance Driver	18.26
12011 - Breath Alcohol Technician	21.32
12012 - Certified Occupational Therapist Assistant	29.25
12015 - Certified Physical Therapist Assistant	25.20
12020 - Dental Assistant	15.47
12025 - Dental Hygienist	36.76
12030 - EKG Technician	32.31
12035 - Electroneurodiagnostic Technologist	32.31
12040 - Emergency Medical Technician	18.26
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32

12073 - Licensed Practical Nurse III	23.77
12100 - Medical Assistant	13.04
12130 - Medical Laboratory Technician	21.53
12160 - Medical Record Clerk	13.64
12190 - Medical Record Technician	15.26
12195 - Medical Transcriptionist	19.05
12210 - Nuclear Medicine Technologist	46.85
12221 - Nursing Assistant I	11.63
12222 - Nursing Assistant II	13.07
12223 - Nursing Assistant III	14.26
12224 - Nursing Assistant IV	16.01
12235 - Optical Dispenser	14.92
12236 - Optical Technician	14.98
12250 - Pharmacy Technician	15.76
12280 - Phlebotomist	15.01
12305 - Radiologic Technologist	27.00
12311 - Registered Nurse I	23.99
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III Anesthetist	34.65
12316 - Registered Nurse IV	41.55
12317 - Scheduler (Drug and Alcohol Testing)	26.41
12320 - Substance Abuse Treatment Counselor	23.30
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.18
13012 - Exhibits Specialist II	27.93
13013 - Exhibits Specialist III	32.70
13041 - Illustrator I	23.18
13042 - Illustrator II	27.93
13043 - Illustrator III	32.70
13047 - Librarian	29.60
13050 - Library Aide/Clerk	16.05
13054 - Library Information Technology Systems Administrator	26.72
13058 - Library Technician	19.04
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.57
13063 - Media Specialist III	24.06
13071 - Photographer I	18.66
13072 - Photographer II	20.88
13073 - Photographer III	25.85
13074 - Photographer IV	31.63
13075 - Photographer V	38.26
13090 - Technical Order Library Clerk	20.16
13110 - Video Teleconference Technician	18.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.67
14042 - Computer Operator II	15.46
14043 - Computer Operator III	17.25
14044 - Computer Operator IV	19.17
14045 - Computer Operator V	21.22
14071 - Computer Programmer I	(see 1) 21.43
14072 - Computer Programmer II	(see 1) 26.56
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.67
14160 - Personal Computer Support Technician	22.41
14170 - System Support Specialist	28.90
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.74
15020 - Aircrew Training Devices Instructor (Rated)	34.82

15030 - Air Crew Training Devices Instructor (Pilot)	41.68
15050 - Computer Based Training Specialist / Instructor	28.74
15060 - Educational Technologist	42.23
15070 - Flight Instructor (Pilot)	41.68
15080 - Graphic Artist	21.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.22
15086 - Maintenance Test Pilot Rotary Wing	41.22
15088 - Non-Maintenance Test/Co-Pilot	41.22
15090 - Technical Instructor	19.87
15095 - Technical Instructor/Course Developer	24.30
15110 - Test Proctor	16.04
15120 - Tutor	16.04
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.57
16030 - Counter Attendant	11.57
16040 - Dry Cleaner	13.22
16070 - Finisher Flatwork Machine	11.57
16090 - Presser Hand	11.57
16110 - Presser Machine Drycleaning	11.57
16130 - Presser Machine Shirts	11.57
16160 - Presser Machine Wearing Apparel Laundry	11.57
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.33
16250 - Washer Machine	12.12
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.01
19040 - Tool And Die Maker	24.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.92
21030 - Material Coordinator	20.23
21040 - Material Expediter	20.23
21050 - Material Handling Laborer	12.01
21071 - Order Filler	11.88
21080 - Production Line Worker (Food Processing)	11.92
21110 - Shipping Packer	14.64
21130 - Shipping/Receiving Clerk	14.64
21140 - Store Worker I	11.01
21150 - Stock Clerk	14.83
21210 - Tools And Parts Attendant	11.92
21410 - Warehouse Specialist	11.92
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.14
23019 - Aircraft Logs and Records Technician	19.25
23021 - Aircraft Mechanic I	23.82
23022 - Aircraft Mechanic II	26.14
23023 - Aircraft Mechanic III	27.45
23040 - Aircraft Mechanic Helper	16.39
23050 - Aircraft Painter	19.26
23060 - Aircraft Servicer	19.25
23070 - Aircraft Survival Flight Equipment Technician	19.26
23080 - Aircraft Worker	20.78
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.78
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.82
23110 - Appliance Mechanic	19.01
23120 - Bicycle Repairer	14.77
23125 - Cable Splicer	26.47
23130 - Carpenter Maintenance	18.42
23140 - Carpet Layer	17.63
23160 - Electrician Maintenance	20.25
23181 - Electronics Technician Maintenance I	23.68
23182 - Electronics Technician Maintenance II	25.43
23183 - Electronics Technician Maintenance III	27.43
23260 - Fabric Worker	16.19

23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	14.77
23311 - Fuel Distribution System Mechanic	20.76
23312 - Fuel Distribution System Operator	15.20
23370 - General Maintenance Worker	14.73
23380 - Ground Support Equipment Mechanic	23.82
23381 - Ground Support Equipment Servicer	19.25
23382 - Ground Support Equipment Worker	20.78
23391 - Gunsmith I	14.77
23392 - Gunsmith II	17.63
23393 - Gunsmith III	20.48
23410 - Heating Ventilation And Air-Conditioning Mechanic	19.37
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	20.73
23430 - Heavy Equipment Mechanic	23.31
23440 - Heavy Equipment Operator	19.79
23460 - Instrument Mechanic	20.48
23465 - Laboratory/Shelter Mechanic	19.01
23470 - Laborer	12.01
23510 - Locksmith	19.01
23530 - Machinery Maintenance Mechanic	24.44
23550 - Machinist Maintenance	17.80
23580 - Maintenance Trades Helper	13.45
23591 - Metrology Technician I	20.48
23592 - Metrology Technician II	21.92
23593 - Metrology Technician III	23.33
23640 - Millwright	20.48
23710 - Office Appliance Repairer	19.26
23760 - Painter Maintenance	14.67
23790 - Pipefitter Maintenance	21.88
23810 - Plumber Maintenance	20.30
23820 - Pneudraulic Systems Mechanic	20.48
23850 - Rigger	20.48
23870 - Scale Mechanic	17.63
23890 - Sheet-Metal Worker Maintenance	17.90
23910 - Small Engine Mechanic	17.63
23931 - Telecommunications Mechanic I	32.22
23932 - Telecommunications Mechanic II	34.48
23950 - Telephone Lineman	20.76
23960 - Welder Combination Maintenance	19.58
23965 - Well Driller	20.48
23970 - Woodcraft Worker	20.48
23980 - Woodworker	14.77
24000 - Personal Needs Occupations	
24550 - Case Manager	15.80
24570 - Child Care Attendant	9.21
24580 - Child Care Center Clerk	11.49
24610 - Chore Aide	9.84
24620 - Family Readiness And Support Services Coordinator	15.80
24630 - Homemaker	15.80
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.76
25040 - Sewage Plant Operator	18.36
25070 - Stationary Engineer	20.48
25190 - Ventilation Equipment Tender	13.47
25210 - Water Treatment Plant Operator	18.36
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.71
27007 - Baggage Inspector	12.56
27008 - Corrections Officer	18.66
27010 - Court Security Officer	18.66
27030 - Detection Dog Handler	16.71
27040 - Detention Officer	18.66

27070 - Firefighter	19.83
27101 - Guard I	12.56
27102 - Guard II	16.71
27131 - Police Officer I	21.96
27132 - Police Officer II	24.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.04
28042 - Carnival Equipment Repairer	14.49
28043 - Carnival Worker	9.09
28210 - Gate Attendant/Gate Tender	15.17
28310 - Lifeguard	13.52
28350 - Park Attendant (Aide)	16.98
28510 - Recreation Aide/Health Facility Attendant	12.39
28515 - Recreation Specialist	21.03
28630 - Sports Official	13.52
28690 - Swimming Pool Operator	22.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.87
29020 - Hatch Tender	17.87
29030 - Line Handler	17.87
29041 - Stevedore I	16.41
29042 - Stevedore II	19.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	18.13
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.11
30030 - Cartographic Technician	25.12
30040 - Civil Engineering Technician	20.56
30051 - Cryogenic Technician I	25.28
30052 - Cryogenic Technician II	27.92
30061 - Drafter/CAD Operator I	16.47
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.71
30082 - Engineering Technician II	17.63
30083 - Engineering Technician III	20.27
30084 - Engineering Technician IV	24.96
30085 - Engineering Technician V	29.90
30086 - Engineering Technician VI	36.17
30090 - Environmental Technician	22.83
30095 - Evidence Control Specialist	22.83
30210 - Laboratory Technician	20.55
30221 - Latent Fingerprint Technician I	25.28
30222 - Latent Fingerprint Technician II	27.92
30240 - Mathematical Technician	24.90
30361 - Paralegal/Legal Assistant I	19.13
30362 - Paralegal/Legal Assistant II	23.69
30363 - Paralegal/Legal Assistant III	28.98
30364 - Paralegal/Legal Assistant IV	35.06
30375 - Petroleum Supply Specialist	27.92
30390 - Photo-Optics Technician	22.90
30395 - Radiation Control Technician	27.92
30461 - Technical Writer I	26.05
30462 - Technical Writer II	31.87
30463 - Technical Writer III	38.56
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.28

30502 - Weather Forecaster II		30.76
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	20.55
30621 - Weather Observer Senior	(see 2)	22.83
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		30.67
31020 - Bus Aide		10.70
31030 - Bus Driver		16.69
31043 - Driver Courier		13.33
31260 - Parking and Lot Attendant		10.81
31290 - Shuttle Bus Driver		14.81
31310 - Taxi Driver		12.02
31361 - Truckdriver Light		14.81
31362 - Truckdriver Medium		16.24
31363 - Truckdriver Heavy		17.82
31364 - Truckdriver Tractor-Trailer		17.82
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.95
99030 - Cashier		10.47
99050 - Desk Clerk		10.77
99095 - Embalmer		25.35
99130 - Flight Follower		25.35
99251 - Laboratory Animal Caretaker I		12.38
99252 - Laboratory Animal Caretaker II		13.75
99260 - Marketing Analyst		25.56
99310 - Mortician		25.35
99410 - Pest Controller		20.22
99510 - Photofinishing Worker		13.32
99710 - Recycling Laborer		16.49
99711 - Recycling Specialist		21.04
99730 - Refuse Collector		14.23
99810 - Sales Clerk		11.41
99820 - School Crossing Guard		11.57
99830 - Survey Party Chief		27.53
99831 - Surveying Aide		19.06
99832 - Surveying Technician		22.51
99840 - Vending Machine Attendant		15.92
99841 - Vending Machine Repairer		20.20
99842 - Vending Machine Repairer Helper		15.92

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

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

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: 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 re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage

determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."