



DEPARTMENT OF THE ARMY
LOUISVILLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE, KENTUCKY 40201-0059

REPLY TO
ATTENTION OF

CELRL-CT

9 July 2020

Contractors,

This is a request for quote (RFQ) to establish a Blanket Purchase Agreement (BPA) to provide COVID-19 virus disinfection services as specified by Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA) for the restrooms at Cannelton, Newburgh, and John T. Myers Locks and Dams. Award will be based on lowest offeror for total evaluated price. The total evaluated price is the Grand Total as indicated on the price breakout schedule. A single BPA will be awarded from this RFQ.

Quotes are due 17 July 2020 at 10:00 AM Eastern Time. Faxed, telephoned, or mailed quotes will not be accepted. Electronic submittals will be accepted and may be emailed to

The offeror shall complete the Price Breakout Schedule contained herein.

All questions pertaining to this Request for Quote shall be submitted to

The technical points of contact listed in the Scope of Work are not to be contacted for any reason until after award of the BPA.

Please Note: All contractors must be registered in the System for Award Management (www.SAM.gov) prior to award of a contract. All proposed contractors are highly encouraged to review FAR Clause 52.232-33 Payments by Electronic Funds Transfer – System for Award Management, which indicates “All payments by the Government under this contract shall be made by electronic funds transfer (EFT).” Those not currently registered can obtain registration by going to the website <http://www.SAM.gov>. The process can usually be completed from 24 to 48 hours after submission. Contractors will need to obtain a Unique Entity Identifier (formerly DUNS number) for processing their registration. If you do not already have a Unique Entity Identifier, one can be obtained from <http://www.SAM.gov>. Refer to www.SAM.gov for information formerly found in CCR, EPLS, ORCA and FedReg.

Please begin the registration process immediately in order to avoid delay of the contract award should your firm be selected.

ALERT: You must submit a notarized letter appointing the authorized Entity Administrator before your registration will be activated. This requirement now applies to both new and existing entities. Effective 29 April 2018, the notarized letter process is now mandatory on all CURRENT registrants at SAM who have a requirement to update data on their SAM record. The notarized letter is mandatory and is required before the GSA Federal Service Desk (FSD) will activate the entity's registration.

Effective 29 June 2018, vendors creating or updating their registration can have their registration activated prior to the approval of the required notarized letter. However, the signed copy of the notarized letter must be sent to the GSA Federal Service Desk (FSD) within 30 days of activation or the vendor risks no longer being active in SAM.

Vendors can check whether an account is active by performing a query by their CAGE or Unique Entity Identifier (known as DUNS). The new registration process may now take several weeks, so vendors are

highly encouraged to begin registering as soon as possible to avoid any possible delays in future contract awards. Remember, there is no cost to use SAM.

To find out additional information about the changes of the SAM registration process, contractors should visit the Frequently Asked Questions (FAQ) link located at the top of the SAM homepage (www.sam.gov).

Price Breakout Schedule**LOUISVILLE DISTRICT LOCKS & DAMS CLEANING SERVICES****DATE OF AWARD TO 31 DECEMBER 2020**

Line Item	Description	Unit Cost Each	Est. Qty.	Total Cost
1	Cannelton restroom cleaning/disinfecting		141	
2	Cannelton day use area refuse receptacles emptying/disinfecting		141	
3	Newburgh restroom cleaning/disinfecting		141	
4	Newburgh day use area refuse receptacles emptying/disinfecting		141	
5	John T. Myers restroom cleaning/disinfecting		141	
6	John T. Myers day use area refuse receptacles emptying/disinfecting		141	
Grand Total				



**US Army Corps
of Engineers**
Louisville District

Statement of Work

**Louisville District Cannelton, Newburgh and John T.
Myers Locks and Dams Cleaning Services**

Customer: U.S. Army Corps of Engineers, Louisville District

**Prepared By: CELRL-OPL
U.S. Army Corps of Engineers Louisville District
600 Dr. Martin Luther King Jr. Pl.
Louisville, Kentucky 40202**

**LOUISVILLE DISTRICT LOCKS & DAMS
RESTROOM CLEANING BLANKET PURCHASE AGREEMENT (BPA)
Cannelton, Newburgh and John T. Myers Locks and Dams
JUNE 2020**

PART I – GENERAL REQUIREMENTS

General Description of Work

Vendor to perform COVID-19 virus disinfection services as specified by Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA); to include actions such as cleaning and antiviral disinfectant wiping down of hard surfaces and antiviral disinfectant spraying. The work limits will be confined to (See Attachment #1):

- Public restrooms at Cannelton, Newburgh and John T. Myers Locks and Dams;
- Waste receptacles (trash cans) located in Day Use areas at the aforementioned Locks and Dams.

The vendor will provide all labor, materials, supplies, tools, etc., unless otherwise noted, necessary to complete the work specified. Initially, each restroom and the Day Use Area trash cans at Cannelton, Newburgh and John T. Myers will be required to be cleaned once per day, 7 days per week. If CDC guidelines are lessened and as visitation decreases in the fall, or for other reasons, the number of days per week may be reduced. Contractor shall be paid for the quantity of each contract line item actually performed.

A pre-work conference will be held with the Vendor and the US Army Corps of Engineers (USACE) Technical Point of Contact (TPOC) prior to the commencement of work under the first call under this BPA.

Locations:

A. Cannelton Locks & Dam 5821 E. State Road 66, Cannelton, IN 47520

- 1) Restroom including: three (3) commodes, one (1) urinal, two (2) sinks, two (2) hand air dryers, two (2) soap dispensers, doors and metal toilet partitions, one (1) water fountain and two (2) waste receptacles.
- 2) Waste Receptacles: Four (4) in the Day Use Area. Each receptacle holds one (1) thirty-two (32) gallon bag.

B. Newburgh Locks & Dam 6877 State Road 66, Newburgh, IN 47630

- 1) Restrooms including: five (5) commodes, one (1) urinal, three, (3) sanitary napkin disposal containers, five (5) sinks, two (2) hand air dryers, two (2) soap dispensers, one(1) baby

changer, doors and metal toilet partitions, one (1) water fountain and two (2) waste receptacles.

- 2) Waste Receptacles: three (3) around parking lot, seven (7) around the pavilions and five (5) in the grass area. Each receptacle holds one (1) thirty-two (32) gallon bag.

C. John T. Myers Locks & Dam 16501 Raben Road, Mt. Vernon, IN 47620

- 1) Restrooms including: five (5) commodes, one (1) urinal, three, (3) sanitary napkin disposal containers, four (4) sinks, two (2) hand air dryers, doors and metal toilet partitions and two (2) waste receptacles.
- 2) Waste Receptacles: four (4) waste receptacles in the Day Use Area. Each receptacle holds one (1) thirty-two (32) gallon bag.

Work to be performed:

See Exhibit A for maps of the Day Use work areas.

The following is a listing of specific facilities/areas and the work to be performed on each.

a. Restrooms

Follow these guidelines when cleaning/disinfecting hard (non-porous) surfaces at USACE facilities: Thoroughly clean and disinfect those areas of frequent contact by visitors, such as: doorknobs, light switches, handles, countertops, toilets, and sinks. Wear nitrile disposable gloves when cleaning and disinfecting surfaces. Discard gloves after each cleaning. If the cleaning manufacturer's reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer's instructions for cleaning and disinfection products used.

Clean hands immediately after gloves are removed with one of the following hand cleaning options:

1. Potable water and an antibacterial soap for 20 seconds.
2. An alcohol based hand sanitizer containing at least 60% alcohol until your hands feel dry.

If surfaces are visibly dirty, they should be cleaned using a detergent or soap and water prior to disinfection to ensure adequate sterilization of surfaces that visitors have frequent contact with.

For disinfection, most common EPA-registered household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available at <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>. Follow manufacturer's instructions for all cleaning and disinfection products for concentration, application method and contact time, etc. ***Cleaning solutions and disinfectants will be approved by the USACE Technical Point of Contact (TPOC) prior to use at USACE facilities. A copy of all Safety Data Sheets will be provided to the TPOC.***

The Vendor shall clean/disinfect the following in all restrooms using a detergent or a soap and water mixture plus a disinfectant solution in accordance with the CDC guidelines for cleaning and disinfecting facilities to prevent the spread of COVID-19: The vendor shall disinfect walls, sills, partitions, floors, doors, plumbing fixtures, hand dryers, mirrors, trash cans, heaters, benches, light switches, countertops, water fountain and any other non-porous surfaces that are frequently contacted by visitors. The disinfectant solution shall be left on surfaces for the contact time required by the manufacturer's directions. No standing water shall be left on the floor or fixtures.

Clean windows, sidewalks, roof overhangs, outside walls, and the area within 25 feet of the facility including removing cigarette butts, any other trash, insects, nests, and webs.

Replace expended deodorant block in urinal as needed. At each cleaning, the vendor shall replenish toilet paper supplies in amounts sufficient to last until the next scheduled cleaning. All toilet paper supplied shall be two ply. Refill soap dispensers as applicable to the specific location. Empty trash cans, clean and disinfect and install a new, appropriately sized liner.

Remove debris from clogged commodes and fixtures. If the clog cannot be removed without special tools, clean the area, close the stall door and post an "out of order" sign. Anytime a fixture is not operating properly or another problem is noted, notify the TPOC as soon as possible.

b. Refuse Receptacles in Day Use Areas (trash cans)

The vendor shall disinfect trash can lid and inside and outside of trash can using a detergent or a soap and water mixture plus a disinfectant solution in accordance with the CDC guidelines for cleaning and disinfecting facilities to prevent the spread of COVID-19. Empty all trash and install a new, appropriately sized liner/bag. Securely replace receptacle or can lid. All refuse shall be transported to a dumpster provided by the Government for proper disposal. The vehicle used for hauling the refuse to the dumpster must be able to contain the refuse with no leaking or blowing away of refuse.

2) Definitions

- a) *Cleaning* refers to the removal of dirt and impurities, including germs, from surfaces. Cleaning alone does not kill germs. But by removing the germs, it reduces their numbers and the risk of spreading infection.
- b) *Community facilities* (e.g., schools, daycare centers, businesses, parks) comprise most non-healthcare settings that are visited by the general public outside of a household.
- c) *Completion Date* All work must be completed by the completion date.
- d) *Contractor/Vendor Representative (CR)* Individual(s) selected to represent the interests of the Contractor/Vendor with regards to all matters and activities involving this BPA, and shall be the onsite Contractor/Vendor employee who is responsible for safety.
- e) *Contracting Officer (KO)* A person with the authority to enter into, administer, and/or terminate contracts for the Government, and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer.
- f) *Disinfecting* works by using chemicals to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs. But killing germs remaining on a surface after cleaning further reduces any risk of spreading infection.
- g) *EM 385-1-1* Corps of Engineers Safety and Health Requirements Manual, located on the web at https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf (copy and paste link). Click on Organization, then Safety and Occupational Health, then Publications

- h) *High Touch Surface* (e.g., toilets, door handles, faucets, trash can lids, cabinet/desk drawers) are those that have frequent contact with hands. High touch surfaces in care require more frequent cleaning and disinfection than minimal contact surfaces.
- i) *Project* All land and water resources that are managed by the Corps and/or leased by the Corps to other federal, state, or local agencies. Lands include both developed parks and undeveloped lands, and all water resources from the dam to the headwaters, unless otherwise defined by Congress.
- j) *Quality Assurance* A method used by the Government to provide a measure of control over the quality of services provided by the Vendor.
- k) *Quality Control* A method used by the Vendor to control the quality of services he/she provides for the Government.
- l) *Technical Point of Contact (TPOC)* Person designated as the authorized representative of the Contracting Officer.
- m) *Trash* A variety of unsalvageable waste material such as metal, glass, rags, tin cans, rubbish, plastic bottles, paper, wrappings, containers, cartons, food waste and similar material.
- n) *Vendor* The term Vendor refers to the prime Vendor, subcontractors, and all Vendor employees and personnel. The prime vendor shall be responsible for ensuring all subcontractors/vendors comply with the provisions of this contract.

PART II – PERIOD/SCHEDULE OF PERFORMANCE

1) Period

Vendor shall commence work within 24 hours of award of a BPA call. A BPA call will be made for one or more of the USACE facilities listed in Part I. Bid items initiated under this BPA will be per each based on the bid list. The ordering period will be from date of award through 31 December 2020. It is estimated that initially cleanings will be required daily, then be reduced in number as either CDC guidelines change or visitation decreases.

2) Hours

- a) Normal Working Hours. Services shall be completed between the hours of 0700 to 1600 hours of the time zone where the work is performed. Performance inside Government buildings or other secured areas shall be performed during the above referenced work hours. Work that interferes with other ongoing functions at the project shall be scheduled around normal working hours, as specified by the Technical Point of Contact (TPOC). Refer to individual sections of this specification for specific schedules of work. Holiday Work. The ten Federal holidays observed are:

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday in September)
7. Columbus Day (2nd Monday in October)
8. Veterans Day (November 11th)
9. Thanksgiving Day (4th Thursday in November)

10. Christmas Day (December 25th)

- b) As holidays are often high visitation periods, services shall continue on all Federal holidays except as specified herein.
- c) Inclement Weather. The Contractor shall maintain the schedule of services regardless of inclement weather. Exceptions may be approved by the TPOC when severe condition make it impractical or dangerous to perform the work. The TPOC will notify the Contractor, by modification to the BPA call, of any changes that extend the performance period due to inclement weather.

PART III – ANCILLARY REQUIREMENTS

1) Vendor Submittals:

- a) Quality Control Plan. A suggested outline for the Vendor's Quality Control Plan. See Exhibit B
- b) Vendor Quality Control Inspector. List of Quality Control Inspectors.
- c) Vendor Representatives. List of names of Vendor Representatives.
- d) Accident Prevention Plan (APP). A suggested outline for the Vendor's Accident Prevention Plan Appendix A of EM 385-1-1 See Section C-1.9 for APP requirements. See Exhibit C.
- e) Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Vendor Representatives) to call in case of emergencies.
- f) Certificate of Insurance
- g) Security Requirements – See Part III. 4).

2) Vendor Furnished items:

- a) The vendor shall supply all equipment, tools, products, etc. necessary to perform the tasks, as specified.
- b) All equipment must be in good working condition.

3) General Safety Requirements:

- a) If the vendor fails or refuses to promptly comply with safety and security requirements as specified herein, the TPOC or any other project employee may stop all or part of the performance until satisfactory corrective action has been taken. No part of the time lost due to any such work stoppage shall be made subject to any claims for extension of time for excess costs or damages sustained by the Vendor. Also the Vendor will not be paid for services not performed as a result of the stop order. The Vendor shall comply with the Occupational Safety and Health Act (OSHA), all applicable federal, state and local laws, regulations, ordinances, codes and orders relating to safety and health to

include the latest version of the USACE Safety & Health Requirements Manual EM 385-1-1 (30 November 2014)

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

and as otherwise stated herein.

- b) **Accident Prevention Plan:** The Vendor shall prepare the written site-specific APP in accordance with the format and requirements of EM 385-1-1, Appendix A, and as supplemented herein. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. This plan must be accepted by the TPOC prior to the pre-work conference. See Exhibit C.

Note: As part of your APP include a site specific COVID-19 monitoring plan which addresses at a minimum the following elements.

- Procedures for disinfecting project site to include high touch areas IAW CDC guidelines
- Site specific measures to practice social distancing while working on the project.
- Employee training on the signs, symptoms, and protection measures IAW CDC guidelines.

- c) For disinfection, most common EPA-registered household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available at <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>. Follow manufacturer's instructions for all cleaning and disinfection products for (concentration, application method and contact time, etc.). ***Cleaning solutions and disinfectants will be approved by TPOC prior to use at USACE facilities.***
- d) The Vendor shall be responsible for implementing a hazard communication program for Vendor employees, as required by the Safety Manual. The Vendor shall provide Safety Data Sheets (SDS) for review by the TPOC prior to the use of any chemical on the project and provide a plan for the proper handling, transportation, storage and usage of hazardous substances on the project.
- e) An Activity Hazard Analysis (AHA) is required to be submitted under this BPA, reviewed and accepted by the government. The AHA must be developed specifically for each project and shall address the specific safety hazards associated with the work. Exhibit D, AHA, or equivalent document shall be used.
- f) Questions regarding Safety and Health requirements for the project shall be addressed to the KO. The Vendor shall permit safety inspections by any government personnel of all work being performed.
- g) Workers who conduct cleaning tasks must be protected from exposure to blood, certain body fluids, and other potentially infectious materials covered by OSHA's Blood borne Pathogens standard (29 CFR 1910.1030) and from hazardous chemicals used in these tasks. In these cases, the PPE (29 CFR 1910 Subpart I) and Hazard Communication (29 CFR 1910.1200) standards may also apply.
- h) Training of their workers must be verified when performing COVID-19 environmental cleaning. All workers with reasonably anticipated occupational exposure to COVID-19 shall be informed about the sources of exposure to the virus, the hazards associated with that exposure, and appropriate protocols in place to prevent or reduce the likelihood of exposure. Training is the responsibility of the Vendor and must be offered during scheduled work times and at no cost to the employee.
- i) Workers required to use PPE must be trained. This training includes when to use PPE; what PPE is necessary; how to properly don (put on), use, and doff (take off) PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE. Applicable standards include the PPE (29 CFR 1910.132), Eye and Face Protection (29 CFR 1910.133), Hand Protection (29 CFR 1910.138), and Respiratory Protection (29 CFR 1910.134) standards. The OSHA website

offers a variety of training videos on respiratory protection. Protective apparel and equipment, as identified in the AHA, shall be provided to eliminate or minimize hazards to personnel. As a minimum, each employee shall wear a short-sleeved shirt, long trousers, appropriate footwear, disposable gloves and face mask during all BPA services. Face shields, respirators, spectacles with side-shields, or goggles, and hearing protection shall be worn by employees when required by safety manual and/or manufacturer's SDS for any chemicals used. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards shall also be provided and easily accessible to all employees.

- j) The Vendor shall schedule employees so the appropriate numbers of certified personnel are on duty to administer First Aid and CPR as required by the Safety Manual. Copies of their certification shall be provided in accordance with regulations.
- k) All vendor accidents, involving injuries or property damage, occurring during the execution of this BPA shall be reported to the TPOC within 4 hours of the Vendor becoming aware of its occurrence. Notification will include Vendor name; BPA title, name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). All accidents shall be formally recorded on USACE Eng Form 3394. Instruction for completing the form can be obtained from the TPOC.

4) Required Security Training and Planning:

- 1) **Access, General Protection, and Security Policy and Procedures** All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this BPA, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.
- 2) **Suspicious Activity Reporting Training (e.g. iWATCH, Corps Watch, or See Something, Say Something)** The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of BPA award and within 30 calendar days of new employees commencing performance with the results reported to the TPOC NLT 5 calendar days after the completion of the training.
- 3) **Pre-screen candidates using E-Verify Program.** The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is

entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the TPOC no later than 3 business days after the initial BPA award. When BPAs are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This form will be provided to the Contracting Officer and shall become part of the official BPA file.

PART IV – QUALITY ASSURANCE

1) Quality Assurance

- a) The Vendor shall provide for the safe, careful and efficient operations of all tools and equipment. All tools and equipment shall be in good operating condition and be calibrated, when required.
- b) All employees shall possess required licenses/certificates as required by federal, state, and local authorities.
- c) At no expense to the Government, the Vendor shall protect all government facilities, grounds, structures, equipment, and employees. If the Vendor and/or the Vendor's crew cause any damages to these items, they shall be repaired and/or replaced at no expense to the Government by the prime vendor. All instances where Government materials, supplies, property, and/or equipment are damaged shall be reported immediately to the TPOC. When the damage was caused by BPA employees, a written report of the incident and extent of such damage shall be submitted to the TPOC, within 2 work days (less weekends and holidays) of occurrence. For property damage accidents of \$2,000 or more the Vendor will complete and submit to the TPOC a copy of ENG 3394.

2) Communication:

During the execution of any BPA Call, the Vendor shall provide daily written/email status reports.

3) Vendor Employees' Conduct and Competency

All Vendor employees shall conduct themselves in a proper and courteous manner at all times. Since the majority of work is performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. Vendor employees shall comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the services under this BPA. Being under the influence of or consuming alcoholic beverages or controlled substances by the Vendor or employees while on duty is prohibited.

- a) The KO or the TPOC may require the Vendor to immediately remove from the work site any employee or subcontractor who is incompetent, endangers persons or property, or whose physical or mental condition would impair their ability to satisfactorily perform the work. Notification to the Vendor will be promptly made in writing if time and circumstances permit. Otherwise, notification will be verbal and confirmed in writing as soon as possible. No removal shall reduce the Vendor's obligation to perform all services required under this BPA nor be the basis for time extension. Immediate replacement of the employee shall be made.

4) Supervision

The Vendor or a Vendor Representative shall personally supervise the work, or be readily available by phone or other means of communication to respond to any BPA issue that may arise when services are in progress. The Vendor Representative(s) shall conduct overall management coordination and be the central point of contact with the Government for performance of all services under the BPA.

The TPOC and Government Inspectors will deal directly with the Vendor Representative, for normal day-to-day administration of the BPA provisions.

The names and telephone numbers of all individuals authorized to act on behalf of the Vendor as Vendor Representatives shall be submitted in writing to the TPOC before work is performed.

The Vendor shall maintain copies of BPA services requirements, specifications, Activity Hazard Analysis, etc., at each job site which relate to each person's responsibilities, and shall review them to ensure employees comprehension of a job prior to initiating services.

5) Environmental Program

The Vendor shall comply with Federal, State, and local laws, regulations and standards regarding environmental protection. The Vendor shall conduct all operations and maintenance activities in a manner to prevent contamination of Government land and property. The Vendor shall ensure all lubricants, petroleum products, paints, cleaning materials, or any other hazardous substances are not spilled, leaked or disposed of on Government property and are disposed of in accordance with environmental regulations. If spills or contamination occur, the Vendor shall be responsible for cleanup and any associated costs in accordance with Federal, State and Local Law. Such spills shall be reported to the TPOC immediately.

6) Contract Discrepancy Report (CDR)

A CDR is a formal document used by the Government to process defects in services. As initially issued to the Vendor, the CDR describes the discrepancy or problem. The CDR will be discussed with the Vendor or his/her representative when it is issued. The Vendor shall provide his/her written response on the CDR form within 24 hours of issuance. If the 24 hours falls on the weekend or Federal Holiday, the written response shall be provided by 10:00 a.m. Eastern Time the following business day. The Vendor's response must:

- a) Identify the cause and corrective action taken, and
- b) Identify Vendor action to prevent recurrence.

Upon finalization of the CDR, the Vendor and the TPOC must sign the form. The Vendor will be given a copy of the completed form. Should the Vendor not concur with any decision, etc., the Vendor may so state, in writing, and request a final decision by the Contracting Officer. The Contracting Officer monitors all CDRs issued, and CDRs are the principle evidence used by the Contracting Officer in determining Government contract actions such as termination or decision not to exercise options.

7) Meetings

The Vendor is required to attend a pre-performance meeting to be scheduled by the TPOC. The Vendor and/or the Vendor's designated representative shall attend Performance Evaluation Meetings whenever deemed necessary by the TPOC.

8) Quality Control

The Vendor shall have a Quality Control program to ensure the requirements of the BPA are provided as specified. The primary purpose of Quality Control is to identify and correct deficiencies in the quality of services performed before the level of performance is unacceptable.

The program shall include, but not be limited to the following:

- a) A method of identifying and correcting deficiencies in the quality of services performed before the level of performance is unacceptable.
- b) A file of all inspections conducted by the Vendor and the corrective actions taken. These files shall be made available for inspection upon request by the TPOC.
- c) A method of insuring that employees have full knowledge of performance assignments and that appropriate technical expertise is utilized with each performance assignment.
- d) A method of coordinating each crew's activities with the TPOC and/or inspector.

The Vendor may use any or all portions of this plan to prepare a plan of his/her own. A signed plan, including Vendor specific information, shall be provided to the TPOC, and accepted, prior to the Pre-Performance Conference. If changes to this program occur, updated copies shall be provided to the TPOC. See Exhibit B.

9) Deficiencies

If the Vendor fails to perform, or if performance in any area is judged unsatisfactory by the TPOC, the Government will take corrective action. If any of the services do not conform to BPA requirements, the Government may require the Vendor to perform the services again in conformity with BPA requirements, at no cost to the Government. When the defect in services cannot be corrected by re-performance, or cannot be corrected in the specified time frame, the Vendor is required to respond to a CDR (See Part IV.6).

10) Safeguarding Government Property

The Vendor shall cooperate with Government personnel in safeguarding Government property. The Vendor shall be responsible for promptly reporting all acts of vandalism, larceny, or pilferage to Government property, and malfunctioning Government equipment to the TPOC. The Vendor shall establish security procedures and safeguards that are compatible with the Government's existing procedures, to protect all equipment, materials, supplies, tools, and other resources. Any item of value found on the service sites shall be placed into the custody of the TPOC or Lockmaster for return to the owner, if ownership can be established. The Vendor shall inform the TPOC of any information he/she or his/her employees receive about lost and/or found articles from the public.

11) Vendor Manpower Reporting

The Vendor shall report ALL vendor labor hours (including subcontractor labor hours) required for performance of services provided under this BPA via a secure data collection site. The vendor is required to completely fill in all required data fields using the following web address: _____

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported

any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Vendors may direct questions to the help desk at help desk at:

Applicability: The reporting requirement applies to all contracted services, provided the organization that is receiving or benefiting from the contracted services is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. In general, the only contracted services excluded from reporting are construction and utilities.

12) Completion:

The BPA will not be deemed fulfilled until all services are provided by the Vendor under the terms of the contractual documents and found satisfactory by the TPOC.

13) Payment:

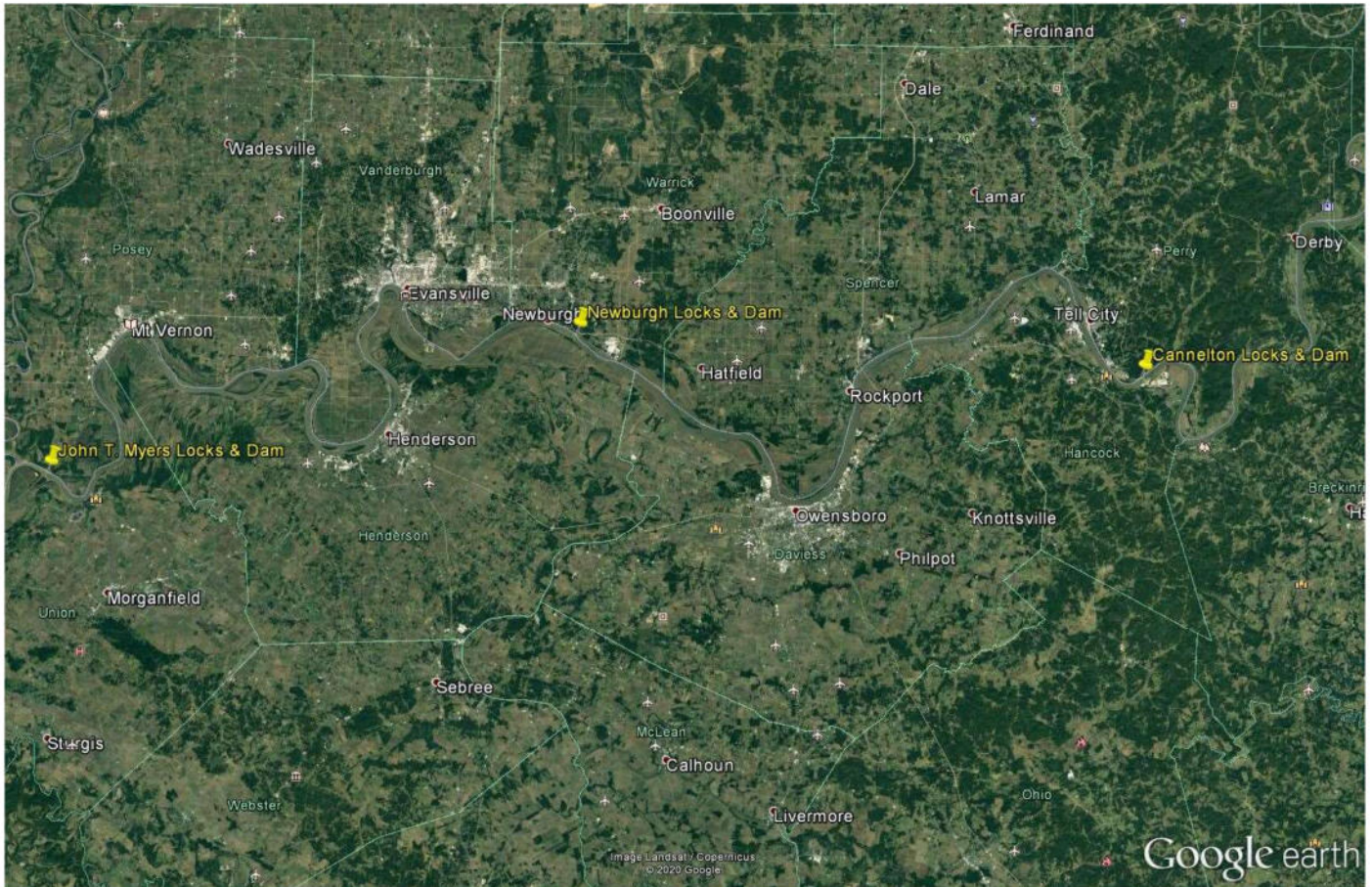
- a) The project will be paid per the bid price for each line item service completed. The price will include all labor, materials, supplies, equipment, mobilization/demobilization, disposal, and other costs required to complete the work. Method of Payment under this BPA will be Electronic Funds Transfer (EFT) to a commercial bank account specified by the Vendor in SAM. Invoices will be mailed or emailed to the TPOC listed below.

TPOC:

END OF STATEMENT OF WORK

Exhibit A – Site Maps

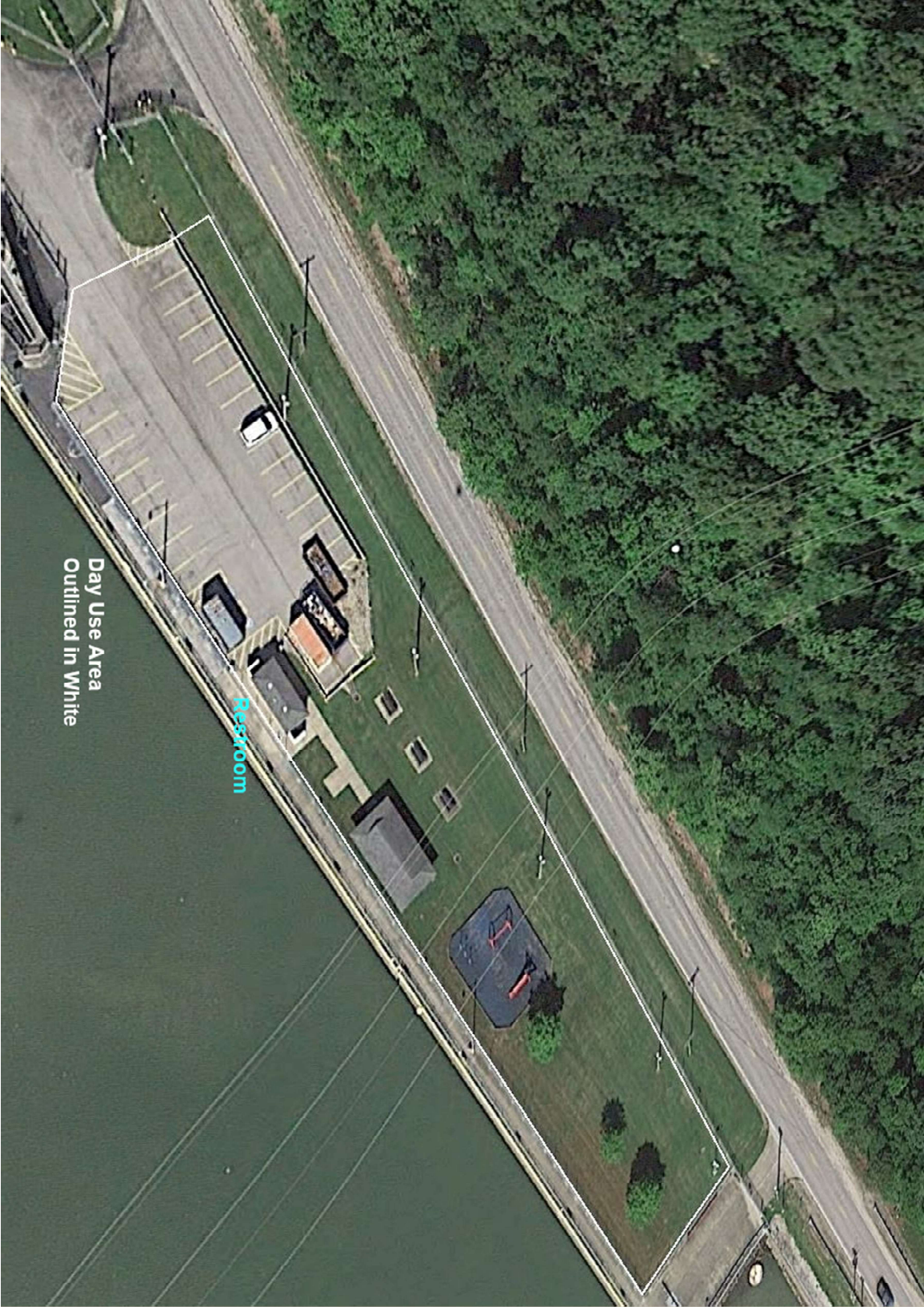
Cannelton-Newburgh-John T. Myers Overview



Cannelton Locks & Dam and Newburgh Locks & Dam are approximately 43 miles apart with an approximate driving time of 1 hour.

Newburgh Locks & Dam and John T. Myers Locks & Dam are approximately 47 miles apart with an approximate driving time of 1 hour and 10 minutes.

Cannelton Locks & Dam



Newburgh Locks & Dam



John T. Myers Locks & Dam



Exhibit B: Quality Control Plan Sample

Prior to beginning work, each employee will be trained to perform the task he or she has been hired to perform. This training will consist of a review and thorough explanation of the contract specifications and requirements, followed by 'on-the-job' training to ensure that the contract requirements are understood. All members of a crew will be cross-trained, so that they understand all aspects of a particular type of work. Following training, each employee will be provided with a checklist of work that they are required to perform, which will serve to ensure that all aspects of a particular job are completed on time. The employee will mark each item as it is completed (with completion time), and will sign and date each sheet to ensure accountability for completed work.

Prior to start of the contract, the Contractor will designate a Quality Control Inspector (QCI) in writing. The designated QCI will perform inspections of completed work as soon as possible to ensure that the work meets contract specifications. The inspection schedule will depend on the type of work being completed; items of a routine nature will be inspected based on a random or planned sampling schedule. 100% of unusual items, items which are more important, or highly visible items will be inspected. Allowable reject levels for all items of work will be zero.

If a Contract Discrepancy Report (CDR) is issued by the government, the Contractor will review the CDR with the QCI within one day of receipt of the CDR, and will meet with the Corps of Engineers representative as soon as possible. Prior to meeting with the Corps representative, the Contractor will meet with the QCI and the individual/crew responsible for completing the work to determine the cause of the contract discrepancy and what actions will be required to prevent any reoccurrence. The Contractor will document these actions on the CDR for submittal to the government.

The contractor will modify these procedures as required to ensure that contract specifications are met.

Exhibit C: Accident Prevention Plan Outline

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLANS

EM 385-1-1 30 Nov 14

1. Accident Prevention Plan (APP) -General. An APP is a safety and health policy and program document that is contract-or job-specific. It is an integral part of the planning process. > See Section 01 and 01.A.12.

a. The APP shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the APP shall be included as appropriate.

b. The APP shall be submitted to the GDA for acceptance prior to work starting.

(1) Understanding that the APP is submitted prior to work starting and that some project-specific information is not yet known (e.g., subcontractors to be used, type of fall protection to be used at a certain point in time, specific cranes or other load handling equipment (LHE) to be brought on site, etc.), the known information shall be provided and additional information added at each preparatory phase/meeting along with the appropriate Activity Hazard Analyses (AHAs).

(2) A copy of the contractor's project-specific, accepted APP shall be available on the work site. > See ANSI/ASSE A10.38 for programmatic issues.

2. Abbreviated APP. In lieu of a fully-developed APP, for Limited-Scope Service, Supply and R&D Contracts (e.g. grass mowing, park attendant, rest room cleaning, etc.), the Contracting Officer (KO) and local Safety and Occupational Health Office (SOHO) may allow an Abbreviated APP to be developed and submitted for acceptance.

a. The non-mandatory Abbreviated APP Form, Form A-1 (or similar) may be used to insure each area of required information has been provided.

b. This APP is a short-version APP that can be used on low-risk, limited-scope contracts. > See 01.A.12.e, and Appendix A, paragraph 3.k.

c. Each sub-contractor shall be provided a copy of the APP by the prime contractor and be required to comply with it.

3. APP Format. The following areas are typically addressed in an APP, but besides being job-specific, the APP shall also address any unusual or unique aspects of the contract or job for which it is written. The non-mandatory Accident Prevention Plan (APP) Checklist, Form A-2 (or similar), may be used to insure each area of required information has been provided. > See ANSI A10.33 for multi-employer projects.

a. Signature Sheet: Include title, signature, and phone number of the following:

(1) Plan preparer (Qualified Person (QP), Competent Person (CP), Corporate safety staff person, QC) and their qualifications;

- (2) Plan must be approved by company/corporate officers authorized to obligate the company;
- (3) Plan concurrence (e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC). Contractors shall provide concurrence of other applicable corporate and project personnel.

b. Background Information. List the following:

- (1) Contractor;
- (2) Contract number;
- (3) Project name;
- (4) Brief project description, description of work to be performed, location (map), equipment to be used, anticipated high risk activities, and
- (5) Major phases of work anticipated.
- (6) Within these major phases of work identified, activities [includes Definable features of Work (DFOWs) and tasks] to be performed that will require an AHA shall be specifically highlighted. This information can then be used by QC, QA and Safety personnel to track AHA submittals. The AHAs for these activities, tasks of DFOWs are NOT submitted at this time (AHAs created/submitted at this time would not be activity-specific as they are intended to be). > See Sections 01.A.14 and 01.A.15.

c. Statement of Safety and Health Policy. Provide a copy of current corporate/company Safety and Health Policy Statement, detailing commitment to providing a safe and healthful workplace for all employees. The Contractor's written safety program goals, objectives, and accident experience goals for this contract shall also be provided.

d. Responsibilities and Lines of Authority. Provide the following:

- (1) A statement of the employer's ultimate responsibility for the implementation of his SOH program for his own employees, all sub-contractors and all others on the worksite (includes the strict enforcement of the program).
- (2) Identification and accountability of personnel responsible for safety at both corporate and project level. Contracts specifically requiring safety or industrial hygiene personnel shall include a copy of their resumes. Qualifications shall be in accordance with Section 01.A.17.

⑩ Note: Only official OSHA 30-Hour cards will be accepted or, if equivalent training is provided, appropriate instructor qualifications. > See also Section 01.A.17.i, Exception 2.

- (3) If equivalent training to the OSHA 30-hour classes is being presented as qualification, the training shall have covered the following areas:
 - (a) OSH Act/General Duty Clause;
 - (b) 29 CFR 1904, Recordkeeping;
 - (c) Subparts C, CC, D, E, F, K and M of OSHA;
 - (d) Rigging, load handling equipment (LHE), welding and cutting, scaffolding, excavations, concrete and masonry, demolition, health hazards in construction, materials handling, storage and disposal, hand and power tools, motor vehicles, mechanized equipment,

marine operations, steel erection, stairways and ladders, confined spaces or any others that are applicable to the work being performed;

(4) The names of CP(s) and/or QP(s) and proof of competency/qualification to meet specific OSHA CP/QP requirements must be attached. The local SOHO will review the qualifications for acceptance;

(5) Requirements and details of the employer's Risk Management Process;

⑩ Note: USACE uses the Activity Hazard Analysis (AHA) as part of a total risk management process. Contractors and other individual employer's may use the AHAs or their own version [Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools]. These documents are considered equivalent to, and acceptable substitutes for, the USACE's AHA provided the data collected is the same as that required by the AHA.

(6) Requirements for initial activity-specific AHAs to be submitted and accepted at preparatory meetings, prior to work being performed;

(7) Requirements that no work by the Contractor shall be performed unless a designated CP/SSHO is present on the job site;

(8) Policies and procedures regarding non-compliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified;

(9) Lines of authority;

(10) Provide written company procedures for holding managers and supervisors accountable for safety.

e. Subcontractors and Suppliers. If applicable, provide procedures for coordinating SOH activities with other employers on the job site:

(1) Identification of subcontractors and suppliers. If not known at the time of initial APP submittal, the contractor shall include the following statement in their initial APP: "The subcontractors for the following DFOWs/activities are not known at this time, but additional information will be submitted to the APP for acceptance prior to the start of any activities listed";

(2) Safety responsibilities of subcontractors and suppliers.

f. Training.

(1) Requirements for new hire SOH orientation training at the time of initial hire of each new employee.

(2) Requirements for mandatory training and certifications that are applicable to this project (e.g. explosive actuated tools, confined space entry, crane operator, underwater diver, vehicle operator, HAZWOPER training and certification, PPE, etc.) and any requirements for periodic retraining/recertification.

(3) Procedures for periodic safety and health training for supervisors and employees.

(4) Requirements for emergency response training.

g. Safety and Health Inspections.

(1) Specific assignment of responsibilities for a minimum daily jobsite SOH inspection during periods of work activity: Who will conduct (e.g., SSHO, PM, QC, supervisors, employees – depends on level of technical proficiency needed to perform said inspections),

proof of inspector's training/qualifications, when inspections will be conducted, procedures for documentation, deficiency tracking system, and follow-up procedures;

(2) Any external inspections/certifications that may be required (e.g. USCG).

h. Mishap Reporting and Investigation. The Contractor shall identify means to provide the following:

(1) Exposure data (man-hours worked);

(2) Mishap reports, investigations, and documentation. Report all accidents per the requirements covered in Section 01.D. Mishaps shall be reported as soon as possible but not more than 24 hours afterwards to the KO/COR. The contractor shall report, thoroughly investigate, and analyze all mishaps occurring incidentally to an operation, project or facility for which this manual is applicable. Implement corrective actions as soon as reasonably possible and provide notice to the KO/COR when corrective actions are completed;

i. Plans, Programs and Procedures, required by this manual. Based on a risk assessment of contracted activities and on mandatory OSHA compliance programs, the Contractor shall address all applicable SOH risks and associated compliance plans.

(1) Include a project-specific compliance plan, as applicable to the work being performed, and as identified below. The plans shall incorporate project-wide procedures to control hazards to which the employees of all project employers may be exposed.

(2) These procedures shall be coordinated with all project employers and shall include project-specific, project-wide emergency response and evacuation procedures, PPE requirements, recordkeeping and reporting requirements, and training requirements.

(3) The plans shall be prepared prior to the start of any work activities on the job site (as much as the information can be known at that point in time). The plans shall be updated throughout the life of the project to include changes in personnel, equipment, conditions, etc. Additional revisions shall be incorporated as necessary to reflect changing site conditions, construction methods, personnel roles and responsibilities and construction schedules.

(4) No activity (DFOW) shall be started on site until the APP is revised and submitted to the GDA for acceptance, with the site-specific plans, programs and procedures required to complete the project. Using the EM 385-1-1 as a guide, plans, programs, procedures (assessments and evaluations) may include but not be limited to:

- Fatigue Management Plan(01.A.20);
- Emergency Plans (01.E);
- Site Sanitation/Housekeeping Plan (02.B);
- Medical Support Agreement (03.A.01; 03.A.03);
- Blood-Borne Pathogen Program (03.A.05);
- Exposure Control Plan (03.A.05);
- Automatic External Defibrillator (AED) Program(03.B.04);
- Site Layout Plan (04.A);
- Access/Haul Road Plan (04.B);

- Hearing Conservation Program(05.C);
- Respiratory Protection Plan (05.G);
- Health Hazard Control Program (06.A);
- Hazard Communication Program (06.B.01);
- Process Safety Management Program (06.B.04);
- Lead Compliance Plan (06.C.02 & specifications);
- Asbestos Abatement Plan (06.C.03 & specifications);
- Radiation Safety Program (06.E);
- Abrasive Blasting Procedures (06.I.01);
- Heat Stress Monitoring Plan (HSMP) (06.J.02);
- Cold Stress Monitoring Plan (CSMP) (06.J.04)
- Indoor Air Quality Management(06.L);
- Mold Remediation Plan(06.L.04);
- Chromium (VI) Exposure Evaluation(06.M);
- Crystalline Silica Evaluation (06.N.02);
- Lighting Plan for Night Operations (07.A.06);
- Traffic Control Plan (08.C.05);
- Fire Prevention Plan (09.A.01);
- Wild Land Fire Management Plan (09.L);
- Arc Flash Hazard Analysis(11.B);
- Assured Equipment Grounding Control Program (AEGCP)(11.D.05,Appendix E);
- Hazardous Energy Control Program & Procedures (12.A.01);
- Standard Pre-Lift Plan – Load Handling Equipment(16.A.03);
- Critical Lift Plan – Load Handling Equipment (16.H);
- Naval Architectural Analysis – Load Handling Equipment (Floating) (16.L);
- Floating Plant Inspection and Certification(19.A.01);
- Severe Weather Plan for Marine Activities (19.A.03);
- Emergency Plan for Marine Activities (19.A.04);
- Man Overboard/Abandon Ship Procedures (19.A.04);
- Float Plan for Launches, Motorboats, and Skiffs (19.F.04);
- Fall Protection and Prevention Plan (21.D);

- Demolition/Renovation Plan (to include engineering survey) (23.A);
- Rope Access Work Plan(24.H);
- Excavation/Trenching Plan (25.A.01);
- Fire Prevention and Protection Plan for Underground Construction (26.D.01);
- Compressed Air Work Plan for Underground Construction (26.I.01);
- Erection and Removal Plan for Formwork and Shoring (27.C);
- Precast Concrete Plan (27.D.01);
- Lift-Slab Plans (27.E);
- Masonry Bracing Plan (27.E.01);
 - Steel Erection Plan (28.B);
 - Explosives Safety Site Plan(ESSP)(29.A);
 - Blasting Plan (29.A; 26.J);
 - Dive Operations Plan (30.A.14, 30.A.16);
 - Safe Practices Manual for Diving Activities(30.A.15)
 - Emergency Management Plan for Diving(30.A.18)
 - Tree Felling and Maintenance Program (31.A.01);
 - Aircraft/Airfield Construction Safety & Phasing Plan(CSPP) (32.A.02);
 - Aircraft/Airfield Safety Plan Compliance Document(SPCD) (32.A.02);
 - Site Safety and Health Plan for HTRW (33.B);
 - Confined Space Entry Procedures(34.A.05);
 - Confined Space Program (34.A.06).

j. Risk Management Process (AHAs). Detailed project-specific hazards and controls shall be provided by AHAs for each activity (DFOW). No work will begin on an activity (DFOW) until the initial AHA has been accepted by the GDA addressing the project-specific hazards. > See Section 01.A.14 and 01.A.15.

⑩ Note: USACE uses the Activity Hazard Analysis (AHA) as part of a total risk management process. Contractors and other individual employer's may use the AHAs or their own version [Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools]. These documents are considered equivalent to, and acceptable substitutes for, the USACE's AHA provided the data collected is the same as that required by the AHA.

(1) The AHA defines the work sequence, anticipated hazards, conditions, equipment, materials, personnel and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk, and the Risk Assessment Code for each step.

- (2) Once this process has occurred, an overall RAC shall be assigned to the activity, based on the highest RAC assigned to an individual step.
- (3) Acceptance of risk. The residual risk is that which remains after controls have been applied. This residual risk must be communicated to the proper authority for acceptance in order to proceed with the activity.
- (4) Before beginning each work activity/DFOW, the Contractor performing that work activity shall prepare the initial AHA, which will include a RAC for that activity.
- (5) No work will begin on the activity until the initial AHA has been accepted by the GDA addressing the activity-specific hazards.
- (6) AHA's are intended to be created by the contractor field crews/workers performing the work, with the assistance of others (SSHO, QC, Superintendent, etc) as needed. They are living documents and are intended to be created in the field and updated (by the workers) as needed.
- (7) The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of CP(s)/QP(s).
- (a) If a new CP/QP (not on the original list) is added, the list shall be updated (an administrative action not requiring an updated AHA). The new person shall acknowledge in writing that he or she has reviewed the AHA and is familiar with current site safety issues.
- (b) If the initial RAC increases due to a change made to the AHA by the workers, the AHA shall be resubmitted to GDA for acceptance prior to work proceeding.
- (c) Changes to or updates of an AHA that do not increase the RAC are not required to be resubmitted for acceptance by the GDA.
- (8) Workers/crews shall have in their possession the current AHA that reflects current site conditions, personnel, equipment, control measures, etc while the work is being performed.
- (9) The AHA shall be used by the contractor and USACE personnel to assure work is being performed consistent with the AHA. In the event that the work is not being conducted in a safe manner, the contractor and/or the USACE shall stop the unsafe work being conducted until it is in compliance with this manual, APP and the AHA or the APP/ AHA is revised and accepted by the GDA, if necessary. > See Section 01.A.14.
- (10) Once the activity has been completed, the AHA shall be available and kept on file on site for the length of the contract.

k. Abbreviated APP for Limited-Scope Service, Supply and R&D Contracts. If service, supply and R&D contracts with limited-scopes are awarded, the contractor may submit an abbreviated APP in lieu of a full APP. The abbreviated APP shall address the following areas at a minimum. If other areas of the EM 385-1-1 are pertinent to the contract, the contractor must assure these areas are addressed as well. The non-mandatory Abbreviated APP Form, Form A-01 (or similar) may be used to insure each area of required information has been provided.

(1) Title, signature, and phone number of the plan preparer.

(2) Background Information to include:

(a) Contractor;

(b) Contract number;

(c) Project name;

(d) Brief project description,

⑩ Note: The project description shall provide a means to evaluate the work being done (see AHA requirements in 01.A.14), associated hazards involved and a RAC assigned to each. The overall RAC for the activity must be determined (based on highest task RAC) and accepted at the appropriate level in order for work to proceed.

(e) Description of work to be performed, and

(f) Location of work being performed, to include a map.

(3) Statement of Safety and Health Policy detailing their commitment to providing a safe and healthful workplace for all employees.

(4) Responsibilities and Lines of Authorities – to include a statement of the employer's ultimate responsibility for the implementation of his SOH program; Identification and accountability of personnel responsible for safety at all levels to include designated site safety and health officer (SSHO) and associated qualifications. The District SOHO will be asked to review the qualifications for acceptance.

(5) Training -new hire SOH orientation training at the time of initial hire of each new employee and any periodic retraining/recertification requirements.

(6) Procedures for job site inspections -assignment of responsibilities and frequency.

(7) Procedures for reporting man-hours worked and reporting and investigating any mishaps required by Section 01.D.

(8) Emergency Planning. Employees working alone shall be provided an effective means of emergency communication. This may be cellular phone, two-way radio or other acceptable means. The selected means of communication must be readily available and must be in working condition.

(9) Drinking Water provisions, toilet and washing facilities.

(10) First Aid and CPR training (at least two employees on each shift shall be qualified/certified to administer first aid and CPR) and provision of first aid kits (types/size).

(11) Personal Protective Equipment (PPE).

(a) Work Clothing -Minimum Requirements. Employees shall wear clothing suitable for the weather however minimum requirements for work shall be short-sleeve shirt, long pants (excessively long or baggy pants are prohibited) and leather work shoes. If analysis determines that safety-toed (or other protective) footwear is necessary (i.e., mowing, weedeating, chainsaw use, etc), they shall be worn.

(b) Eye and Face Protection. Eye and face protection shall be worn as determined by an analysis of the operations being performed, however, all involved in chainsaw use, chipping, stump grinding, pruning operations, grass mowing, weedeating and blowing operations shall be provided safety eyewear (Z87.1) as a minimum.

(c) Hearing Protection. Hearing protection must be worn by all those exposed to high noise activities (to include grass mowing and trimming, chainsaw operations, tree chipping, stump grinding and pruning).

(d) Head Protection. Hard hats shall comply with ANSI Z89.1 and shall be worn by all workers when a head hazard exists, per Section 05.D.

(e) High Visibility Apparel shall comply with ANSI/ISEA 107, Class 2 requirements at a minimum and shall be worn by all workers exposed to vehicular or equipment traffic.

(f) Protective Leg chaps shall be worn by all chainsaw operators.

(g) Gloves of the proper type shall be worn by persons involved in activities that expose the hands to cuts, abrasions, punctures, burns and chemical irritants.

(h) If work is being performed around water and drowning is a hazard, PFDs must be provided and worn as appropriate.

(12) Machine Guards and safety devices. Power tools/equipment must have appropriate guards and safety devices in place and operational.

(13) Hazardous Substances. When any hazardous substances are procured, used, stored or disposed, a Hazard Communication Program must be in place and MSDSs (SDSs) shall be available at the worksite. Employees shall have received training in hazardous substances being used. When the eyes or body of any person may be exposed to corrosives, irritants or toxic chemicals, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within 10 seconds of the worksite.

(14) Traffic control shall be accomplished in accordance with DOT's MUTCD.

(15) Control of Hazardous Energy (Lockout/Tagout). Before an employee performs any servicing or maintenance on any equipment where the unexpected energizing or startup of the equipment could occur, procedures must be in place to ensure adequate control of this energy. > See Section 12.

(16) High hazard activities should not be encountered on these types of jobs. If they are (i.e., driving/operating equipment on slopes, working from/in boats, etc), a determination shall be made by the KO and local SOH Office as to whether an abbreviated APP is applicable. If so, they shall be fully addressed in the APP. AHAs are required on work activities which include high hazard activities.

Exhibit D: Blank Activity Hazard Analysis

CELRL Form 1259



CELRL 1259 Activity
Hazards Analysis.pdf

Page 1 of 2

ACTIVITY HAZARDS ANALYSIS

Date Prepared: _____ Job: _____

Project: _____

Prepared by: _____

Reviewed by (USACE): _____

Overall Risk Assessment Code (RAC)
(Use highest code)

E = Extremely High Risk
H = High Risk
M = Moderate Risk
L = Low Risk

	Probability				
	Frequent	Likely	Occasional	Seldom	Unlikely
Catastrophic	E	E	H	H	M
Critical	E	H	H	M	L
Marginal	H	M	M	L	L
Negligible	M	L	L	L	L

Recommended Protective Clothing & Equipment:

Gloves 05.A.08	Safety Boots 05.E
Hard Hats 05.D.01	Fall Protection 05.H
Safety Glasses 05.B.01	Reflective Vests 05.F

Feature of Work: _____

Add Identified Hazards

	JOB STEPS	HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS	EM 385-1-1 (PARA REF)	RAC
X					
X					
X					

Add Identified Equipment

	EQUIPMENT	TRAINING	INSPECTION
X			
X			
X			

Add Competent/Qualified Person(s)

COMPETENT/QUALIFIED PERSON(S) - SIGNATURE	TITLE	DATE

CELRL-Form 1259, November 2013
(Proponent CELRL-CD)

Print Form

Reset Form

"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
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4713 Revision No.: 10 Date Of Last Revision: 12/23/2019

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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.

States: Indiana Kentucky

Area: Indiana Counties of Posey Vanderburgh Warrick

Kentucky County of Henderson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.37
01012 - Accounting Clerk II		15.01
01013 - Accounting Clerk III		16.80
01020 - Administrative Assistant		21.70
01035 - Court Reporter		19.07
01041 - Customer Service Representative I		12.34
01042 - Customer Service Representative II		13.88
01043 - Customer Service Representative III		15.14
01051 - Data Entry Operator I		12.73
01052 - Data Entry Operator II		13.89
01060 - Dispatcher Motor Vehicle		18.92
01070 - Document Preparation Clerk		13.34
01090 - Duplicating Machine Operator		13.34
01111 - General Clerk I		11.91
01112 - General Clerk II		12.99
01113 - General Clerk III		14.59
01120 - Housing Referral Assistant		18.68
01141 - Messenger Courier		12.97
01191 - Order Clerk I		14.80
01192 - Order Clerk II		16.41
01261 - Personnel Assistant (Employment) I		15.87
01262 - Personnel Assistant (Employment) II		17.75
01263 - Personnel Assistant (Employment) III		19.80
01270 - Production Control Clerk		28.08

01290 - Rental Clerk	11.81
01300 - Scheduler Maintenance	14.98
01311 - Secretary I	14.98
01312 - Secretary II	16.76
01313 - Secretary III	18.68
01320 - Service Order Dispatcher	17.00
01410 - Supply Technician	21.70
01420 - Survey Worker	14.71
01460 - Switchboard Operator/Receptionist	12.73
01531 - Travel Clerk I	14.32
01532 - Travel Clerk II	15.04
01533 - Travel Clerk III	15.72
01611 - Word Processor I	13.35
01612 - Word Processor II	14.99
01613 - Word Processor III	16.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.95
05010 - Automotive Electrician	17.93
05040 - Automotive Glass Installer	16.91
05070 - Automotive Worker	16.91
05110 - Mobile Equipment Servicer	14.87
05130 - Motor Equipment Metal Mechanic	18.95
05160 - Motor Equipment Metal Worker	16.91
05190 - Motor Vehicle Mechanic	18.95
05220 - Motor Vehicle Mechanic Helper	13.87
05250 - Motor Vehicle Upholstery Worker	15.89
05280 - Motor Vehicle Wrecker	16.91
05310 - Painter Automotive	17.93
05340 - Radiator Repair Specialist	16.91
05370 - Tire Repairer	12.86
05400 - Transmission Repair Specialist	18.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.37
07041 - Cook I	11.76
07042 - Cook II	13.37
07070 - Dishwasher	9.52
07130 - Food Service Worker	10.47
07210 - Meat Cutter	15.17
07260 - Waiter/Waitress	10.28
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.17
09040 - Furniture Handler	11.82
09080 - Furniture Refinisher	17.17
09090 - Furniture Refinisher Helper	13.82
09110 - Furniture Repairer Minor	15.50
09130 - Upholsterer	17.17
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.11
11060 - Elevator Operator	12.39
11090 - Gardener	14.68
11122 - Housekeeping Aide	12.39
11150 - Janitor	12.39
11210 - Laborer Grounds Maintenance	11.73
11240 - Maid or Houseman	10.49
11260 - Pruner	10.75
11270 - Tractor Operator	13.69
11330 - Trail Maintenance Worker	11.73
11360 - Window Cleaner	13.52
12000 - Health Occupations	
12010 - Ambulance Driver	16.14
12011 - Breath Alcohol Technician	19.16
12012 - Certified Occupational Therapist Assistant	27.07
12015 - Certified Physical Therapist Assistant	27.20
12020 - Dental Assistant	18.81
12025 - Dental Hygienist	34.11

12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	16.14
12071 - Licensed Practical Nurse I	17.12
12072 - Licensed Practical Nurse II	19.16
12073 - Licensed Practical Nurse III	21.35
12100 - Medical Assistant	16.32
12130 - Medical Laboratory Technician	19.56
12160 - Medical Record Clerk	16.32
12190 - Medical Record Technician	18.25
12195 - Medical Transcriptionist	18.13
12210 - Nuclear Medicine Technologist	40.82
12221 - Nursing Assistant I	11.17
12222 - Nursing Assistant II	12.57
12223 - Nursing Assistant III	13.71
12224 - Nursing Assistant IV	15.39
12235 - Optical Dispenser	16.90
12236 - Optical Technician	15.77
12250 - Pharmacy Technician	14.91
12280 - Phlebotomist	14.83
12305 - Radiologic Technologist	24.53
12311 - Registered Nurse I	23.67
12312 - Registered Nurse II	28.95
12313 - Registered Nurse II Specialist	28.95
12314 - Registered Nurse III	35.02
12315 - Registered Nurse III Anesthetist	35.02
12316 - Registered Nurse IV	41.97
12317 - Scheduler (Drug and Alcohol Testing)	23.73
12320 - Substance Abuse Treatment Counselor	21.25
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.38
13012 - Exhibits Specialist II	24.01
13013 - Exhibits Specialist III	29.36
13041 - Illustrator I	19.38
13042 - Illustrator II	24.01
13043 - Illustrator III	29.36
13047 - Librarian	26.59
13050 - Library Aide/Clerk	12.50
13054 - Library Information Technology Systems Administrator	24.01
13058 - Library Technician	13.35
13061 - Media Specialist I	17.32
13062 - Media Specialist II	19.38
13063 - Media Specialist III	21.61
13071 - Photographer I	15.04
13072 - Photographer II	16.83
13073 - Photographer III	20.84
13074 - Photographer IV	25.50
13075 - Photographer V	27.68
13090 - Technical Order Library Clerk	15.84
13110 - Video Teleconference Technician	15.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.35
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.13
14044 - Computer Operator IV	21.26
14045 - Computer Operator V	21.98
14071 - Computer Programmer I	(see 1) 22.69
14072 - Computer Programmer II	(see 1)
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	15.35

14160 - Personal Computer Support Technician	21.98
14170 - System Support Specialist	28.96
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.95
15020 - Aircrew Training Devices Instructor (Rated)	36.23
15030 - Air Crew Training Devices Instructor (Pilot)	41.72
15050 - Computer Based Training Specialist / Instructor	29.95
15060 - Educational Technologist	32.81
15070 - Flight Instructor (Pilot)	41.72
15080 - Graphic Artist	19.51
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.72
15086 - Maintenance Test Pilot Rotary Wing	41.72
15088 - Non-Maintenance Test/Co-Pilot	41.72
15090 - Technical Instructor	21.44
15095 - Technical Instructor/Course Developer	26.24
15110 - Test Proctor	17.32
15120 - Tutor	17.32
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.47
16030 - Counter Attendant	10.47
16040 - Dry Cleaner	13.24
16070 - Finisher Flatwork Machine	10.47
16090 - Presser Hand	10.47
16110 - Presser Machine Drycleaning	10.47
16130 - Presser Machine Shirts	10.47
16160 - Presser Machine Wearing Apparel Laundry	10.47
16190 - Sewing Machine Operator	14.04
16220 - Tailor	14.81
16250 - Washer Machine	11.45
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.81
19040 - Tool And Die Maker	25.40
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.09
21030 - Material Coordinator	28.08
21040 - Material Expediter	28.08
21050 - Material Handling Laborer	12.75
21071 - Order Filler	12.87
21080 - Production Line Worker (Food Processing)	17.09
21110 - Shipping Packer	15.62
21130 - Shipping/Receiving Clerk	15.62
21140 - Store Worker I	13.82
21150 - Stock Clerk	18.06
21210 - Tools And Parts Attendant	17.09
21410 - Warehouse Specialist	17.09
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.22
23019 - Aircraft Logs and Records Technician	20.14
23021 - Aircraft Mechanic I	24.01
23022 - Aircraft Mechanic II	25.22
23023 - Aircraft Mechanic III	26.45
23040 - Aircraft Mechanic Helper	17.57
23050 - Aircraft Painter	22.72
23060 - Aircraft Servicer	20.14
23070 - Aircraft Survival Flight Equipment Technician	22.72
23080 - Aircraft Worker	21.43
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.43
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.01
23110 - Appliance Mechanic	19.43
23120 - Bicycle Repairer	18.85
23125 - Cable Splicer	28.44
23130 - Carpenter Maintenance	20.65
23140 - Carpet Layer	20.41

23160 - Electrician Maintenance	28.78
23181 - Electronics Technician Maintenance I	24.21
23182 - Electronics Technician Maintenance II	25.66
23183 - Electronics Technician Maintenance III	27.13
23260 - Fabric Worker	20.14
23290 - Fire Alarm System Mechanic	22.34
23310 - Fire Extinguisher Repairer	18.85
23311 - Fuel Distribution System Mechanic	24.01
23312 - Fuel Distribution System Operator	19.33
23370 - General Maintenance Worker	18.63
23380 - Ground Support Equipment Mechanic	24.01
23381 - Ground Support Equipment Servicer	20.14
23382 - Ground Support Equipment Worker	21.43
23391 - Gunsmith I	18.85
23392 - Gunsmith II	21.43
23393 - Gunsmith III	24.01
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.52
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.65
23430 - Heavy Equipment Mechanic	21.82
23440 - Heavy Equipment Operator	27.26
23460 - Instrument Mechanic	23.58
23465 - Laboratory/Shelter Mechanic	22.72
23470 - Laborer	12.68
23510 - Locksmith	22.72
23530 - Machinery Maintenance Mechanic	23.88
23550 - Machinist Maintenance	21.07
23580 - Maintenance Trades Helper	13.82
23591 - Metrology Technician I	23.58
23592 - Metrology Technician II	24.76
23593 - Metrology Technician III	25.98
23640 - Millwright	25.33
23710 - Office Appliance Repairer	18.22
23760 - Painter Maintenance	17.17
23790 - Pipefitter Maintenance	28.71
23810 - Plumber Maintenance	28.63
23820 - Pneudraulic Systems Mechanic	24.01
23850 - Rigger	20.66
23870 - Scale Mechanic	21.43
23890 - Sheet-Metal Worker Maintenance	27.32
23910 - Small Engine Mechanic	21.43
23931 - Telecommunications Mechanic I	26.24
23932 - Telecommunications Mechanic II	27.52
23950 - Telephone Lineman	23.22
23960 - Welder Combination Maintenance	18.90
23965 - Well Driller	27.50
23970 - Woodcraft Worker	24.01
23980 - Woodworker	18.85
24000 - Personal Needs Occupations	
24550 - Case Manager	13.47
24570 - Child Care Attendant	9.81
24580 - Child Care Center Clerk	12.43
24610 - Chore Aide	10.98
24620 - Family Readiness And Support Services Coordinator	13.47
24630 - Homemaker	13.47
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.01
25040 - Sewage Plant Operator	21.41
25070 - Stationary Engineer	24.01
25190 - Ventilation Equipment Tender	17.57
25210 - Water Treatment Plant Operator	21.41
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.99

27007 - Baggage Inspector	11.70
27008 - Corrections Officer	17.66
27010 - Court Security Officer	20.19
27030 - Detection Dog Handler	13.60
27040 - Detention Officer	17.66
27070 - Firefighter	19.99
27101 - Guard I	11.70
27102 - Guard II	13.60
27131 - Police Officer I	23.63
27132 - Police Officer II	26.26
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.33
28042 - Carnival Equipment Repairer	14.17
28043 - Carnival Worker	9.87
28210 - Gate Attendant/Gate Tender	12.48
28310 - Lifeguard	11.74
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.19
28515 - Recreation Specialist	17.21
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	16.81
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.72
29020 - Hatch Tender	24.72
29030 - Line Handler	24.72
29041 - Stevedore I	24.04
29042 - Stevedore II	26.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	18.84
30022 - Archeological Technician II	21.08
30023 - Archeological Technician III	26.11
30030 - Cartographic Technician	26.11
30040 - Civil Engineering Technician	24.86
30051 - Cryogenic Technician I	28.92
30052 - Cryogenic Technician II	31.94
30061 - Drafter/CAD Operator I	18.84
30062 - Drafter/CAD Operator II	21.08
30063 - Drafter/CAD Operator III	23.49
30064 - Drafter/CAD Operator IV	28.92
30081 - Engineering Technician I	15.52
30082 - Engineering Technician II	17.41
30083 - Engineering Technician III	19.48
30084 - Engineering Technician IV	24.14
30085 - Engineering Technician V	29.66
30086 - Engineering Technician VI	35.90
30090 - Environmental Technician	23.84
30095 - Evidence Control Specialist	26.11
30210 - Laboratory Technician	25.93
30221 - Latent Fingerprint Technician I	28.92
30222 - Latent Fingerprint Technician II	31.94
30240 - Mathematical Technician	26.11
30361 - Paralegal/Legal Assistant I	19.18
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.06
30364 - Paralegal/Legal Assistant IV	35.15
30375 - Petroleum Supply Specialist	31.94
30390 - Photo-Optics Technician	26.11
30395 - Radiation Control Technician	31.94
30461 - Technical Writer I	26.11
30462 - Technical Writer II	31.94
30463 - Technical Writer III	38.64
30491 - Unexploded Ordnance (UXO) Technician I	24.65

30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	28.92
30502 - Weather Forecaster II	35.17
30620 - Weather Observer Combined Upper Air Or	(see 2) 23.49
Surface Programs	
30621 - Weather Observer Senior	(see 2) 26.11
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	15.08
31030 - Bus Driver	20.17
31043 - Driver Courier	13.10
31260 - Parking and Lot Attendant	12.18
31290 - Shuttle Bus Driver	14.04
31310 - Taxi Driver	11.02
31361 - Truckdriver Light	14.04
31362 - Truckdriver Medium	15.00
31363 - Truckdriver Heavy	19.54
31364 - Truckdriver Tractor-Trailer	19.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.43
99050 - Desk Clerk	10.22
99095 - Embalmer	24.65
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	12.52
99252 - Laboratory Animal Caretaker II	13.42
99260 - Marketing Analyst	26.51
99310 - Mortician	24.65
99410 - Pest Controller	17.80
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	17.58
99711 - Recycling Specialist	20.59
99730 - Refuse Collector	16.09
99810 - Sales Clerk	11.30
99820 - School Crossing Guard	14.67
99830 - Survey Party Chief	22.63
99831 - Surveying Aide	13.45
99832 - Surveying Technician	20.57
99840 - Vending Machine Attendant	11.89
99841 - Vending Machine Repairer	14.27
99842 - Vending Machine Repairer Helper	11.89

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 8 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. (See 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))."

"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
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4823 Revision No.: 13 Date Of Last Revision: 05/08/2020

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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: Indiana

Area: Indiana Counties of Perry Spencer

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.09
01012 - Accounting Clerk II		14.69
01013 - Accounting Clerk III		16.44
01020 - Administrative Assistant		22.26
01035 - Court Reporter		17.04
01041 - Customer Service Representative I		13.25
01042 - Customer Service Representative II		14.90
01043 - Customer Service Representative III		16.25
01051 - Data Entry Operator I		13.74
01052 - Data Entry Operator II		14.99
01060 - Dispatcher Motor Vehicle		21.76
01070 - Document Preparation Clerk		12.92
01090 - Duplicating Machine Operator		12.92
01111 - General Clerk I		12.74
01112 - General Clerk II		13.90
01113 - General Clerk III		15.61
01120 - Housing Referral Assistant		18.09
01141 - Messenger Courier		10.97
01191 - Order Clerk I		13.62
01192 - Order Clerk II		14.86
01261 - Personnel Assistant (Employment) I		15.20
01262 - Personnel Assistant (Employment) II		17.01
01263 - Personnel Assistant (Employment) III		18.95
01270 - Production Control Clerk		22.37
01290 - Rental Clerk		11.52
01300 - Scheduler Maintenance		14.50

01311 - Secretary I	14.50
01312 - Secretary II	16.23
01313 - Secretary III	18.09
01320 - Service Order Dispatcher	19.45
01410 - Supply Technician	22.26
01420 - Survey Worker	14.34
01460 - Switchboard Operator/Receptionist	13.88
01531 - Travel Clerk I	13.62
01532 - Travel Clerk II	14.25
01533 - Travel Clerk III	14.95
01611 - Word Processor I	12.60
01612 - Word Processor II	14.15
01613 - Word Processor III	15.83
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.91
05010 - Automotive Electrician	18.56
05040 - Automotive Glass Installer	17.62
05070 - Automotive Worker	17.62
05110 - Mobile Equipment Servicer	15.51
05130 - Motor Equipment Metal Mechanic	19.41
05160 - Motor Equipment Metal Worker	17.62
05190 - Motor Vehicle Mechanic	19.41
05220 - Motor Vehicle Mechanic Helper	14.42
05250 - Motor Vehicle Upholstery Worker	16.57
05280 - Motor Vehicle Wrecker	17.62
05310 - Painter Automotive	18.56
05340 - Radiator Repair Specialist	17.62
05370 - Tire Repairer	14.73
05400 - Transmission Repair Specialist	19.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.37
07041 - Cook I	11.99
07042 - Cook II	13.51
07070 - Dishwasher	9.08
07130 - Food Service Worker	9.89
07210 - Meat Cutter	13.61
07260 - Waiter/Waitress	9.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.17
09040 - Furniture Handler	11.82
09080 - Furniture Refinisher	17.17
09090 - Furniture Refinisher Helper	13.82
09110 - Furniture Repairer Minor	15.50
09130 - Upholsterer	17.82
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.87
11060 - Elevator Operator	11.87
11090 - Gardener	16.09
11122 - Housekeeping Aide	12.51
11150 - Janitor	12.51
11210 - Laborer Grounds Maintenance	12.77
11240 - Maid or Houseman	10.38
11260 - Pruner	11.68
11270 - Tractor Operator	14.97
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	13.68
12000 - Health Occupations	
12010 - Ambulance Driver	16.27
12011 - Breath Alcohol Technician	19.03
12012 - Certified Occupational Therapist Assistant	25.68
12015 - Certified Physical Therapist Assistant	26.77
12020 - Dental Assistant	19.56
12025 - Dental Hygienist	37.63
12030 - EKG Technician	26.59
12035 - Electroneurodiagnostic Technologist	26.59

12040 - Emergency Medical Technician	16.27
12071 - Licensed Practical Nurse I	17.00
12072 - Licensed Practical Nurse II	19.03
12073 - Licensed Practical Nurse III	21.21
12100 - Medical Assistant	14.94
12130 - Medical Laboratory Technician	23.66
12160 - Medical Record Clerk	16.09
12190 - Medical Record Technician	19.03
12195 - Medical Transcriptionist	16.71
12210 - Nuclear Medicine Technologist	41.81
12221 - Nursing Assistant I	11.83
12222 - Nursing Assistant II	13.30
12223 - Nursing Assistant III	14.51
12224 - Nursing Assistant IV	16.29
12235 - Optical Dispenser	16.90
12236 - Optical Technician	17.00
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.98
12305 - Radiologic Technologist	25.82
12311 - Registered Nurse I	23.11
12312 - Registered Nurse II	28.27
12313 - Registered Nurse II Specialist	28.27
12314 - Registered Nurse III	34.20
12315 - Registered Nurse III Anesthetist	34.20
12316 - Registered Nurse IV	40.99
12317 - Scheduler (Drug and Alcohol Testing)	23.56
12320 - Substance Abuse Treatment Counselor	18.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.88
13012 - Exhibits Specialist II	20.92
13013 - Exhibits Specialist III	25.91
13041 - Illustrator I	16.88
13042 - Illustrator II	20.92
13043 - Illustrator III	25.91
13047 - Librarian	23.16
13050 - Library Aide/Clerk	10.55
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	13.35
13061 - Media Specialist I	15.09
13062 - Media Specialist II	16.88
13063 - Media Specialist III	18.83
13071 - Photographer I	14.62
13072 - Photographer II	16.36
13073 - Photographer III	20.26
13074 - Photographer IV	24.31
13075 - Photographer V	29.41
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.33
14042 - Computer Operator II	16.04
14043 - Computer Operator III	17.87
14044 - Computer Operator IV	19.86
14045 - Computer Operator V	21.99
14071 - Computer Programmer I	(see 1) 20.94
14072 - Computer Programmer II	(see 1) 25.96
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	14.33
14160 - Personal Computer Support Technician	21.99
14170 - System Support Specialist	26.03

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.95
15020 - Aircrew Training Devices Instructor (Rated)	36.23
15030 - Air Crew Training Devices Instructor (Pilot)	39.68
15050 - Computer Based Training Specialist / Instructor	29.95
15060 - Educational Technologist	30.00
15070 - Flight Instructor (Pilot)	39.68
15080 - Graphic Artist	19.49
15085 - Maintenance Test Pilot Fixed Jet/Prop	39.25
15086 - Maintenance Test Pilot Rotary Wing	39.25
15088 - Non-Maintenance Test/Co-Pilot	39.25
15090 - Technical Instructor	18.54
15095 - Technical Instructor/Course Developer	22.68
15110 - Test Proctor	14.96
15120 - Tutor	14.96
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.81
16030 - Counter Attendant	10.81
16040 - Dry Cleaner	13.62
16070 - Finisher Flatwork Machine	10.81
16090 - Presser Hand	10.81
16110 - Presser Machine Drycleaning	10.81
16130 - Presser Machine Shirts	10.81
16160 - Presser Machine Wearing Apparel Laundry	10.81
16190 - Sewing Machine Operator	14.45
16220 - Tailor	15.24
16250 - Washer Machine	11.82
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.78
19040 - Tool And Die Maker	26.99
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.97
21030 - Material Coordinator	22.37
21040 - Material Expediter	22.37
21050 - Material Handling Laborer	15.79
21071 - Order Filler	13.30
21080 - Production Line Worker (Food Processing)	17.97
21110 - Shipping Packer	16.98
21130 - Shipping/Receiving Clerk	16.98
21140 - Store Worker I	14.56
21150 - Stock Clerk	19.10
21210 - Tools And Parts Attendant	17.97
21410 - Warehouse Specialist	17.97
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.91
23019 - Aircraft Logs and Records Technician	20.36
23021 - Aircraft Mechanic I	23.85
23022 - Aircraft Mechanic II	24.91
23023 - Aircraft Mechanic III	26.01
23040 - Aircraft Mechanic Helper	17.72
23050 - Aircraft Painter	22.80
23060 - Aircraft Servicer	20.36
23070 - Aircraft Survival Flight Equipment Technician	22.80
23080 - Aircraft Worker	21.65
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.65
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.85
23110 - Appliance Mechanic	18.90
23120 - Bicycle Repairer	19.05
23125 - Cable Splicer	33.56
23130 - Carpenter Maintenance	21.01
23140 - Carpet Layer	21.30
23160 - Electrician Maintenance	26.07
23181 - Electronics Technician Maintenance I	24.44

23182 - Electronics Technician Maintenance II	25.74
23183 - Electronics Technician Maintenance III	26.92
23260 - Fabric Worker	20.36
23290 - Fire Alarm System Mechanic	22.51
23310 - Fire Extinguisher Repairer	19.05
23311 - Fuel Distribution System Mechanic	20.75
23312 - Fuel Distribution System Operator	19.33
23370 - General Maintenance Worker	19.92
23380 - Ground Support Equipment Mechanic	23.85
23381 - Ground Support Equipment Servicer	20.36
23382 - Ground Support Equipment Worker	21.65
23391 - Gunsmith I	19.05
23392 - Gunsmith II	21.65
23393 - Gunsmith III	23.85
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.88
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.81
23430 - Heavy Equipment Mechanic	24.64
23440 - Heavy Equipment Operator	25.13
23460 - Instrument Mechanic	30.28
23465 - Laboratory/Shelter Mechanic	22.80
23470 - Laborer	15.79
23510 - Locksmith	22.80
23530 - Machinery Maintenance Mechanic	23.88
23550 - Machinist Maintenance	22.55
23580 - Maintenance Trades Helper	14.58
23591 - Metrology Technician I	30.28
23592 - Metrology Technician II	31.62
23593 - Metrology Technician III	33.02
23640 - Millwright	25.19
23710 - Office Appliance Repairer	17.78
23760 - Painter Maintenance	15.90
23790 - Pipefitter Maintenance	24.31
23810 - Plumber Maintenance	23.66
23820 - Pneudraulic Systems Mechanic	23.85
23850 - Rigger	23.85
23870 - Scale Mechanic	21.65
23890 - Sheet-Metal Worker Maintenance	22.51
23910 - Small Engine Mechanic	16.64
23931 - Telecommunications Mechanic I	27.12
23932 - Telecommunications Mechanic II	28.32
23950 - Telephone Lineman	28.09
23960 - Welder Combination Maintenance	19.77
23965 - Well Driller	23.85
23970 - Woodcraft Worker	23.85
23980 - Woodworker	19.05
24000 - Personal Needs Occupations	
24550 - Case Manager	14.76
24570 - Child Care Attendant	11.39
24580 - Child Care Center Clerk	14.20
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	14.76
24630 - Homemaker	14.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.00
25040 - Sewage Plant Operator	20.21
25070 - Stationary Engineer	24.31
25190 - Ventilation Equipment Tender	18.11
25210 - Water Treatment Plant Operator	20.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.82
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	16.10

27010 - Court Security Officer	19.58
27030 - Detection Dog Handler	13.60
27040 - Detention Officer	16.10
27070 - Firefighter	23.05
27101 - Guard I	11.20
27102 - Guard II	13.60
27131 - Police Officer I	20.90
27132 - Police Officer II	23.22
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.33
28042 - Carnival Equipment Repairer	14.17
28043 - Carnival Worker	9.87
28210 - Gate Attendant/Gate Tender	14.07
28310 - Lifeguard	11.94
28350 - Park Attendant (Aide)	15.74
28510 - Recreation Aide/Health Facility Attendant	11.49
28515 - Recreation Specialist	19.50
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	16.81
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.94
29020 - Hatch Tender	26.94
29030 - Line Handler	26.94
29041 - Stevedore I	25.43
29042 - Stevedore II	28.36
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	17.66
30022 - Archeological Technician II	19.75
30023 - Archeological Technician III	24.48
30030 - Cartographic Technician	24.48
30040 - Civil Engineering Technician	26.98
30051 - Cryogenic Technician I	25.41
30052 - Cryogenic Technician II	28.06
30061 - Drafter/CAD Operator I	17.66
30062 - Drafter/CAD Operator II	19.75
30063 - Drafter/CAD Operator III	22.03
30064 - Drafter/CAD Operator IV	27.10
30081 - Engineering Technician I	15.76
30082 - Engineering Technician II	17.69
30083 - Engineering Technician III	19.80
30084 - Engineering Technician IV	24.52
30085 - Engineering Technician V	30.00
30086 - Engineering Technician VI	36.29
30090 - Environmental Technician	24.21
30095 - Evidence Control Specialist	22.95
30210 - Laboratory Technician	21.43
30221 - Latent Fingerprint Technician I	25.41
30222 - Latent Fingerprint Technician II	28.06
30240 - Mathematical Technician	24.48
30361 - Paralegal/Legal Assistant I	18.58
30362 - Paralegal/Legal Assistant II	22.87
30363 - Paralegal/Legal Assistant III	27.97
30364 - Paralegal/Legal Assistant IV	33.83
30375 - Petroleum Supply Specialist	28.06
30390 - Photo-Optics Technician	24.48
30395 - Radiation Control Technician	28.06
30461 - Technical Writer I	24.48
30462 - Technical Writer II	29.45
30463 - Technical Writer III	32.79
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 (UX0) Safety Escort	25.35
30495 - Unexploded (UX0) Sweep Personnel	25.35
30501 - Weather Forecaster I	26.81
30502 - Weather Forecaster II	32.62
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.03
30621 - Weather Observer Senior	(see 2) 24.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	13.63
31030 - Bus Driver	18.35
31043 - Driver Courier	13.76
31260 - Parking and Lot Attendant	12.37
31290 - Shuttle Bus Driver	14.79
31310 - Taxi Driver	11.65
31361 - Truckdriver Light	14.79
31362 - Truckdriver Medium	15.81
31363 - Truckdriver Heavy	19.99
31364 - Truckdriver Tractor-Trailer	19.99
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.10
99050 - Desk Clerk	10.11
99095 - Embalmer	29.67
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	12.88
99252 - Laboratory Animal Caretaker II	13.85
99260 - Marketing Analyst	23.42
99310 - Mortician	29.67
99410 - Pest Controller	16.25
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	18.17
99711 - Recycling Specialist	21.30
99730 - Refuse Collector	16.62
99810 - Sales Clerk	10.88
99820 - School Crossing Guard	16.09
99830 - Survey Party Chief	20.62
99831 - Surveying Aide	12.24
99832 - Surveying Technician	18.74
99840 - Vending Machine Attendant	15.03
99841 - Vending Machine Repairer	18.37
99842 - Vending Machine Repairer Helper	15.03

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 8 years 4 weeks after 15 years and 5 weeks after 25 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 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))."

