

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   20
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 30-Jun-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300	CODE W9126G	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W9126G-15-T-0069	
		X	9B. DATED (SEE ITEM 11) 19-Jun-2015	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  This amendment to solicitation W9126G-15-T-0069, Gate Attendant Service, reflects the following: a. An additional Gate Attendant vacancy exists at Union Grove Park, Shift A, Sillhouse Lake. See the attached for the work statement, wage rates and bid sheet. b. All other terms and conditions remain unchanged. POC: Linda McKethan @ 254-742-3059				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  30-Jun-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:  
STILLHOUSE BID SHEET

**Bid Sheet  
Stillhouse Hollow Lake**

Contract Gate Attendant Services for the following Parks for the period  
1 October 2015 through 30 September 2016 (Base)  
1 October 2016 through 30 September 2017 (Option 1)

Item #	Attendant Position	Price Per Day	Total Cost
<b>Union Grove Park (4 Day) A Shift</b>			
<b>SH001</b>	<b>a. Base Year – 184 days (1 October 2015 through 30 September 2016)</b>	\$	\$
<b>SH001A</b>	<b>b. Option Year – 184 days (1 October 2016 through 30 September 2017)</b>	\$	\$
<b>TOTAL COST</b>			\$

**APPENDICES PERFORMANCE WORK STATEMENT (PWS)  
GATE ATTENDANT SERVICES**

**BELTON AND STILLHOUSE HOLLOW LAKES**

1. **GENERAL:** This is a non-personal services contract to provide Gate Attendant services at Belton and Stillhouse Hollow Lakes. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gate Attendant Services as defined in the SWF District Performance Work Statement, Appendices PWS for Belton and Stillhouse Hollow Lakes and Gate Attendant Handbook except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Scope: Gate Attendant services as described in the Belton and Stillhouse Hollow Lakes Appendices, Section 1.10, Work to be Performed, and the Fort Worth District Gate Attendant Services PWS.

1.3 Period of Performance: Estimated deliverables for Belton and Stillhouse Hollow Parks.

<b>Position</b>	<b>Number Days</b>	<b>Surveillance Hours</b>	<b>Gate House Hours</b>	<b>Availability Hours</b>
<b>1 Year (Shift A)</b> (1 October – 30 September)	<b>184</b>	<b>2944</b>	<b>2087</b>	<b>1472</b>

1.4 General Information

1.4.1 Quality Control: Not applicable.

1.4.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.4.3 Government Holidays: The Contractor will work the holidays that fall on their shift.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.4.4 Hours of Operation: Contractors are required to reside in the park and shall maintain 24-hour surveillance when on duty. All contractors shall be on a "4 on and 4 off" shift schedule. Gate attendant "A" positions shall begin work on the first contract day (Winter: October 1, Summer: April 1) for 4 days and are off for the next 4 days. Gate attendant "B" positions start work on the 5<sup>th</sup> day, work 4 days and are off the following 4 days. This pattern continues throughout the term of the contract.

- 4.1. **Shift Change:** Following the shift on the 4<sup>th</sup> and 8<sup>th</sup> day, the contractor is off duty at park closing time and the other gate attendant is on duty and must be in the park for after hour's emergencies or other unexpected events. This pattern continues throughout the term of the contract.
- 4.2. **Holidays:** Contractors are required to work all holidays that fall on their duty days.
- 4.3. **Surveillance Hours:** The park hours are 6:00 AM - 10:00 PM during which visitor assistance duties shall be required in accordance with the U.S. Army Corps of Engineers Fort Worth District Gate Attendant Performance Work Statement, all Paragraphs.
- 4.4. **Gatehouse Hours:** The 5 month winter gatehouse hours are 10:00 AM – 8:00 PM seven days a week, during which business transactions are recommended inside the gatehouse. Heavy use periods may require extended hours not to exceed 6:00AM – 10:00 PM. The 7 month summer gatehouse hours are 9:00 AM – 10:00 PM Friday and Saturday and 9:00 AM – 9:00 PM Sunday through Thursday. Gatehouse hours of operation changes may be made with one (1) week advance notice from the Lake Manager. (See table below)
- 4.5. **Availability Hours:** (10:00 PM - 6:00 AM) during which the Contractor must be inside the park to response to unexpected events.

Contractor	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
<b>1 Year</b>							
Surveillance Hours	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200	0600-2200
Gate House Hours							
Winter	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000
Summer	1000-2000	1000-2000	1000-2000	1000-2000	1000-2000	0900-2200	1000-2000
Availability Hours	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600

1.4.5 **Place of Performance:** The work to be performed under this contract will be performed at parks on Belton and Stillhouse Hollow Lakes. The Belton/Stillhouse Lake Office is located 1 mile south of US 190 on FM 1670 in Belton, Texas.

1.4.5.1. **White Flint Park:** Facilities include 12 screen shelters, 13 campsites with water and electric hook-ups, restroom with hot showers, a boat ramp, and dump station. Attendants at White Flint Park operate the reservation program for White Flint and Winkler Parks at the White Flint gatehouse and may be required to open and close gates and make rounds in Winkler Park in the absence of a volunteer at Winkler Park or as required by the Lake Manager. A storage building is available for the attendants use.

1.4.5.2. **Cedar Ridge Park:** Facilities include 68 campsites with water and electric hook-ups, eight screen shelters, a group camp area and two day use group picnic shelters, restrooms with hot showers, camper activity center with a meeting area and coin operated washers & dryers, two boat ramps, fishing dock, swimming beach, playground, basketball court, dump station and a privately owned marina. Free wireless Internet access is available at the park. A storage building is available for the attendants use.

1.4.5.3. **Temple's Lake Park:** This is a day use only park. Facilities include restroom with rinse shower, swimming beach, picnic area, group picnic shelter, two boat ramps, playground, play courts, and a fishing dock.

1.4.5.4. **Live Oak Ridge Park:** Facilities include 48 campsites with water and electric hook-ups, restrooms with hot showers, playground, boat ramp, dump station and camper activity center with a meeting area and coin operated washers & dryers. Free wireless Internet access is available at the park. Attendants at this park shall operate the reservation program for Live Oak Ridge and Belton Lakeview's (2 group shelters) at the Live Oak Ridge gatehouse.

1.4.5.5. **Westcliff Park:** Facilities include 27 campsites with water and electric hook-ups, 4 tent sites, a picnic area, restrooms with hot showers, a boat ramp, swimming beach, and playground. A storage building is available for the attendants use.

1.4.5.6. **Stillhouse Park:** This is a day use only park. Facilities include restroom with rinse shower, swimming beach, picnic area, two group picnic shelter, a boat ramp, playground, play courts, and a privately owned marina.

1.4.5.7. **Dana Peak Park:** Facilities include 25 campsites with water and electric hook-ups, 8 primitive tent sites, restroom with hot showers, swimming beach, a picnic area, a group picnic shelter, a hike, bike, and equestrian trail, fishing dock and boat ramp.

1.4.5.8. **Union Grove Park:** Facilities include 37 campsites with water and electric hook-ups, three screen shelters, restroom with hot showers, a swim beach, playground, fishing dock and a boat ramp. The fishing dock and boat ramp are available to day users.

1.4.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.4.7 Security Requirements: Not applicable.

1.4.7.1 Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.4.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

(b) Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.4.8 Special Qualifications: Not applicable.

1.4.9 Pre-Work Conference: Orientation for Belton and Stillhouse Hollow Lakes is held the first day of the contract from 1:00 PM – 4:30 PM at the Capital Regional Office Conference Room, unless the 1<sup>st</sup> falls on a weekend then the date shall be the following Monday. Contractors will bring proof of appropriate bonding and insurance to the pre-work conference. All contractors are required to attend at no additional cost to the government. Contract requirements and training on all facets of the Gate Attendant Program shall be covered during this meeting. Successful bidders who are new to the NRRS are encouraged to work with the current contractor at the park to learn the system. Successful bidders may arrive up to four days in advance of the contract period for training purposes. Contractor must check with gate attendant coordinator to determine site availability. The four nights of camping fees shall be waived.

1.4.10 Contracting Officer Representative (COR): Not required per FAR PGI 201-602-2.

1.4.11 Contractor Key Personnel: Not applicable.

1.4.12 Identification of Contractor Employees: Not applicable.

1.4.13 Contractor Travel: Not applicable.

1.4.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.4.15 Organizational Conflict of Interest: Not applicable.

1.5. GOVERNMENT-FURNISHED ITEMS AND SERVICES:

1.5.1 Facilities: The Government will provide a gate house for the contractor to work from at the parks.

1.5.2 Equipment: The Government will provide computer, computer monitors, printers, telephone and radio communication equipment.

1.5.3 Materials: The Government will provide in the gate house forms, maps, brochures, handouts, light bulbs, air condition filters, computer paper, staplers, staples, china markers, water hose and sprinklers. The Government will also supply the Fort Worth District Use Fee Program SOP, and the Belton and Stillhouse Hollow Lakes Gate Attendant Handbook.

1.6 CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 1.5 of this PWS.

1.6.2 Equipment: The Contractor shall provide a transportation vehicle, which can be operated independently of the RV free of leaks and in good mechanical condition for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager prior to work start date

1.6.3. Materials: The Contractor shall furnish all materials, excluding those furnished by government as specified above, needed to operate the gatehouse. This list includes, but is not limited to, hi-liters, color markers, notepads, pens, pencils, tape, trash bags, cleaning supplies, restroom supplies and any other items that may be necessary to operate the gatehouse.

1.6.4. Personnel: Minimum of two (2) person team over 21 years of age shall remain in the park during the entire work shift as specified by the Lake Manager. Contractor will be required to work a four (4) day on and four (4) day off shift.

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): Not applicable.

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

1.8.1 The Contractor must abide by all applicable State, Federal and Local Laws and regulations, publications, manuals, and local policies and procedures, including the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Fort Worth District Use Fee Program SOP, and the Belton and Stillhouse Lake Office Gate Attendant Handbook.

1.9 Attachment/Technical Exhibit List:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary.

**TECHNICAL EXHIBIT 1**

**Performance Requirements Summary:** The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<b>Performance Objective</b> (The Service required—usually a shall statement)	<b>Standard</b>	<b>Performance Threshold</b> (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	<b>Method of Surveillance</b>
<b>PRS # 1</b> The Contractor shall collect User Fees, SWF PWS 1.11.1 and Lake PWS 1.10.2	The Contractor Completed Financial Statements and Deposit Statements for User Fees must agree.	Zero (0) deviation from standard	100% inspection
<b>PRS # 2</b> The Contractor shall operate park entrance and exit gates. Gate Operations Lake PWS1.10.3	The Contractor operated entrance and exit gates during operational hours.	Zero (0) deviation from standard.	100% Inspection.
<b>PRS # 3</b> The Contractor shall inspect parks. Park Inspections Lake PWS 1.10.5	The Contractor completed daily inspections during contract specified times.	(Allowable deviation 1 incomplete daily inspection per quarter.	100% Inspection
<b>PRS # 4</b> The Contractor shall cooperate with customers, Government personnel, and other Contractors. SWF PWS Cooperation with Others 1.12.	Contractor cooperated with customers, other Contractors, and Government personnel according to SWF and Lake policy.	Zero (0) deviations from validated complaints	100% Inspection

## 1.9.2 Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 2  
DELIVERABLES SCHEDULE**

<b><u>Deliverable</u></b>	<b><u>Frequency</u></b>	<b><u># of Copies</u></b>	<b><u>Medium/Format</u></b>	<b><u>Submit To</u></b>
Daily Reports	Within one day of completing shift	1 original	Hard Copy	Lake Office
Financial Statements	Within one day of completing shifts	Original and two (2) copies	Hard Copy	Lake Office
Deposit Statements	Within one day of completing shift	Original and two (2) copies	Hard Copy	Lake Office

1.10 Work to be Performed:

1.10.1 Compliance: Contractor is responsible for following procedures and requirements specified in a comprehensive Capital Regional Office Gate Attendant Handbook and Belton and Stillhouse Lake Gate

Attendant Handbook issued by the Lake Office. Gate Attendants may receive performance evaluations as specified by the Lake Manager.

**1.10.2 User Fees:** The contractor will collect all user fees in accordance with the Fort Worth District Use Fee Program SOP. User fees will be collected through the operation of a computer and the National Recreation Reservation System (NRRS), Outdoor Recreation Management System (ORMS), cash register or User Fee Permit Books. Monies, fee books, annual day use fee passes, credit vouchers, credit card receipts, America the Beautiful Senior Pass, America the Beautiful Access Pass and user fee permits will be stored in a permanently installed vault or safe provided by the Government, or as directed by the Lake Manager. User fees and user fee documents will be collected from the Gate Attendants at the gatehouses by a Park Ranger or contract fee collection personnel, or the Gate Attendants may be required to turn in user fee documents to Park Ranger at the Lake Office or contract fee collector at their main office. In the event fees do not balance, the contractor shall be responsible for any shortage and any excess collections shall be added to the total.

**1.10.3 Gate Operations:** All gate closings and openings shall be performed as indicated in the table below. The attendant is solely responsible for the opening and closing of park gates at the assigned times. The attendant will place a combination lock on the exit gate and place a card with the combination number on any vehicle left unattended in the park. At no time will a vehicle be locked behind a gate with no means of exit.

Park Hours of Operation, Belton & Stillhouse Hollow Lakes

<b>Location</b>	<b>Open AM</b>	<b>Close PM</b>	<b>Mileage*</b>	<b>Responsible Attendant</b>
<b>Cedar Ridge Park</b>	6:00	10:00	N/A	Cedar Ridge
<b>Temple Park</b>	6:00	9:00	N/A	Temple
<b>Live Oak Ridge Park</b>	6:00	10:00	N/A	Live Oak Ridge
<b>Miller Springs NA</b>	8:00	Sunset***	0.2 mile	Live Oak Ridge
<b>Miller Springs Park</b>	8:00	Sunset***	0.5 mile**	Live Oak Ridge
<b>Belton Lakeview Park</b>	8:00	Sunset***	4 miles	Live Oak Ridge
<b>Westcliff Park</b>	6:00	10:00	N/A	Westcliff
<b>Westcliff Day-Use</b>	6:00	9:00	N/A	Westcliff
<b>White Flint Park</b>	6:00	10:00	N/A	White Flint
<b>Winkler Park****</b>	6:00	10:00	2 miles	White Flint
<b>Stillhouse Beach Area</b>	6:00	9:00	N/A	Stillhouse
<b>Stillhouse Entrance</b>	6:00	9:00	N/A	Stillhouse
<b>Chalk Ridge Falls NA</b>	8:00	Sunset***	12.0	Stillhouse
<b>Dana Peak Park</b>	6:00	10:00	N/A	Dana Peak
<b>Dana Peak Day-Use</b>	6:00	9:00	N/A	Dana Peak



<b>Union Grove Park</b>	6:00	10:00	N/A	Union Grove
<b>Rivers Bend Park</b>	6:00	Sunset***	4.0	Union Grove

\* **Mileage shown is one (1) round trip.**

\*\* **Miller Springs Park and Belton Lakeview Park mileage shown is 4.0 mi round trip to close Belton Lakeview Park plus 0.5 mi round trip deviation necessary to close Miller Springs Park during the same trip.**

\*\*\* **Sunset is the sunset time published in a local newspaper.**

\*\*\*\* **Park Host (Volunteer) located at this park shall open and close the park gates.**

1.10.4 Camping Status: The Contractors camping status log will match the reservation arrival reports. The Contractor will make sure that the individuals that are on the reservation arrival reports are current and in agreement with NRRS, ORMS (Outdoor Recreation Management System) or the ORMS reservation reports. Contractor shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager.

1.10.5 Park Inspections: The Contractor shall patrol entire park a minimum of two (2) times daily during the winter season (1 October through 31 March) and four (4) times daily during the summer season (1 April through 30 September) in accordance with established policy of the Lake Manager. The Contractor shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. The Contractor shall keep a patrol inspection report in a neat and timely manner. The Contractor shall check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after discovering them inoperative. During cold weather, the Contractor will monitor drinking fountains, water hydrants and park facilities to prevent freezing. Water hydrants and water cutoffs will be turned on and off as required by the Lake Manager.

1.10.6 Group Shelters: If group shelters in the park are rented, Gate Attendants will provide the pavilion gate code to the renter. Upon departure of a renter, Gate Attendant will conduct an inspection of the group shelter, barbecue pit and associated items. Park Ranger will be notified if renter fails to properly clean group shelter, barbecue pit, or associated items.

1.10.7 Lost and Found: The Contractor will maintain a lost and found department in the gatehouse. Any items not picked up after two (2) weeks will be turned in to a Park Ranger or contract fee collector. The Contractor will prepare a lost and found report on all lost and found property. The Contractor will ensure that proper identification is obtained from individuals before release of any lost and found property.

1.10.8 Gate House and Landscape Maintenance: The Contractor will maintain the gatehouse, both inside and outside, in a clean, orderly and sanitary condition at all times.

1.10.8.1 The gatehouse will be thoroughly cleaned at the end of each shift to the Lake Manager or designated representative's satisfaction to include the following:

- (a) Toilet facilities
- (b) Carpet - vacuumed
- (c) Floors - swept and mopped
- (d) Windows - washed

- (e) Entire interior building surfaces - dusted and cleaned if necessary
- (f) Outside building and walking surfaces - seventy-five (75) feet perimeter of gatehouse will be free of litter
- (g) All trash cans - emptied

Gate Attendants will provide all equipment, tools, supplies and materials necessary to clean the gatehouse.

1.10.8.2 Gate Attendant shall water the lawn, flowers, trees, and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by lake personnel. The Government will provide hose and sprinklers.

1.10.8.3 The gatehouse shall be **kept locked at all times** for the security of the contractor and Government Property. Contractor shall set the alarm and lock all windows and doors when off duty or away from the gatehouse.

1.10.9 Other Requirements: Contractors will complete reports as required by the Lake Manager. The reports include; but are not limited to: Daily Activity Reports, Inspection Reports, Incident Reports and Lost and Found Reports.

1.10.9.1 Handbook: Gate Attendants will be required to perform additional duties as required in the Capital Regional Office Gate Attendant Handbook and the Belton and Stillhouse Lake Gate Attendant Handbook. Gate Attendants shall be required to sign a form indicating their understanding of these handbooks. A copy of the Capital Regional Office Gate Attendant Handbook and Belton and Stillhouse Lake Gate Attendant Handbook will be available at the Stillhouse Lake Office for review by prospective bidders.

1.10.9.2 Communications: A telephone shall be provided at each gatehouse for official business use. Any charges determined to be personal or long distance other than official business are not allowed and shall be the responsibility of the contractor. The gatehouse telephone shall be answered by the attendant on duty. Additional phone lines and/or any change, alteration or tampering with phone or data lines in the gatehouse is prohibited.

1.10.9.3 Utilities: The Government provides a 20/30/50 amp electrical pedestal, water and sewage hook-up at each attendant site at no cost to the contractor. Any other utility or service shall be obtained by to the contractor.

1.10.9.4 Additional Information contact: Park Ranger Giacomozzi (254) 939-2461.

1.10.9.5 Site Visit: Recommended for first time bidders.

WD 05-2523 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

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 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
 ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR  
 DIVISION |  
 | WASHINGTON D.C. 20210  
 |  
 | Wage Determination No.: 2005-2523  
 Diane C. Koplewski Division of | Revision No.: 14  
 Director | Wage Determinations | Date Of Revision: 07/25/2014

State: T

Area: Texas Counties of Anderson, Bell, Bosque, Brazos, Coryell, Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.70
01012 - Accounting Clerk II		13.13
01013 - Accounting Clerk III		14.69
01020 - Administrative Assistant		19.47
01040 - Court Reporter		14.54
01051 - Data Entry Operator I		10.46
01052 - Data Entry Operator II		12.35
01060 - Dispatcher, Motor Vehicle		14.53
01070 - Document Preparation Clerk		11.12
01090 - Duplicating Machine Operator		11.12
01111 - General Clerk I		10.46
01112 - General Clerk II		12.55
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		14.76
01141 - Messenger Courier		10.45
01191 - Order Clerk I		12.32
01192 - Order Clerk II		13.45
01261 - Personnel Assistant (Employment) I		12.99
01262 - Personnel Assistant (Employment) II		14.60
01263 - Personnel Assistant (Employment) III		17.03
01270 - Production Control Clerk		16.12
01280 - Receptionist		10.41
01290 - Rental Clerk		11.44
01300 - Scheduler, Maintenance		11.81
01311 - Secretary I		11.81
01312 - Secretary II		13.39
01313 - Secretary III		14.76
01320 - Service Order Dispatcher		12.50
01410 - Supply Technician		19.47
01420 - Survey Worker		13.05
01531 - Travel Clerk I		11.59
01532 - Travel Clerk II		12.65
01533 - Travel Clerk III		13.72
01611 - Word Processor I		11.97
01612 - Word Processor II		13.43
01613 - Word Processor III		15.59
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.95
05010 - Automotive Electrician		16.71
05040 - Automotive Glass Installer		15.81
05070 - Automotive Worker		15.81
05110 - Mobile Equipment Servicer		13.84
05130 - Motor Equipment Metal Mechanic		17.63
05160 - Motor Equipment Metal Worker		15.81
05190 - Motor Vehicle Mechanic		17.63

05220	- Motor Vehicle Mechanic Helper	12.13
05250	- Motor Vehicle Upholstery Worker	14.82
05280	- Motor Vehicle Wrecker	15.81
05310	- Painter, Automotive	16.71
05340	- Radiator Repair Specialist	15.81
05370	- Tire Repairer	11.33
05400	- Transmission Repair Specialist	17.63
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.07
07041	- Cook I	9.57
07042	- Cook II	10.88
07070	- Dishwasher	7.36
07130	- Food Service Worker	8.27
07210	- Meat Cutter	12.04
07260	- Waiter/Waitress	7.25
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.59
09040	- Furniture Handler	10.15
09080	- Furniture Refinisher	15.59
09090	- Furniture Refinisher Helper	11.99
09110	- Furniture Repairer, Minor	13.82
09130	- Upholsterer	15.59
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.63
11060	- Elevator Operator	9.00
11090	- Gardener	11.40
11122	- Housekeeping Aide	9.00
11150	- Janitor	9.00
11210	- Laborer, Grounds Maintenance	10.33
11240	- Maid or Houseman	7.72
11260	- Pruner	9.19
11270	- Tractor Operator	11.55
11330	- Trail Maintenance Worker	10.33
11360	- Window Cleaner	10.08
12000	- Health Occupations	
12010	- Ambulance Driver	14.82
12011	- Breath Alcohol Technician	16.45
12012	- Certified Occupational Therapist Assistant	23.26
12015	- Certified Physical Therapist Assistant	23.37
12020	- Dental Assistant	15.27
12025	- Dental Hygienist	32.41
12030	- EKG Technician	25.72
12035	- Electroneurodiagnostic Technologist	25.72
12040	- Emergency Medical Technician	14.82
12071	- Licensed Practical Nurse I	15.13
12072	- Licensed Practical Nurse II	17.02
12073	- Licensed Practical Nurse III	18.91
12100	- Medical Assistant	13.01
12130	- Medical Laboratory Technician	15.40
12160	- Medical Record Clerk	13.45
12190	- Medical Record Technician	15.99
12195	- Medical Transcriptionist	15.31
12210	- Nuclear Medicine Technologist	37.25
12221	- Nursing Assistant I	9.68
12222	- Nursing Assistant II	10.87
12223	- Nursing Assistant III	12.63
12224	- Nursing Assistant IV	14.17
12235	- Optical Dispenser	11.98
12236	- Optical Technician	15.13
12250	- Pharmacy Technician	15.24
12280	- Phlebotomist	14.28
12305	- Radiologic Technologist	22.50
12311	- Registered Nurse I	20.88
12312	- Registered Nurse II	25.55
12313	- Registered Nurse II, Specialist	25.55
12314	- Registered Nurse III	30.91
12315	- Registered Nurse III, Anesthetist	30.91
12316	- Registered Nurse IV	37.05

12317 - Scheduler (Drug and Alcohol Testing)	18.91
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.66
13012 - Exhibits Specialist II	19.33
13013 - Exhibits Specialist III	23.65
13041 - Illustrator I	15.65
13042 - Illustrator II	19.33
13043 - Illustrator III	23.65
13047 - Librarian	21.45
13050 - Library Aide/Clerk	11.97
13054 - Library Information Technology Systems Administrator	19.33
13058 - Library Technician	15.66
13061 - Media Specialist I	14.32
13062 - Media Specialist II	16.03
13063 - Media Specialist III	17.86
13071 - Photographer I	13.94
13072 - Photographer II	15.66
13073 - Photographer III	19.31
13074 - Photographer IV	23.60
13075 - Photographer V	28.74
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.59
14042 - Computer Operator II	16.86
14043 - Computer Operator III	19.88
14044 - Computer Operator IV	22.02
14045 - Computer Operator V	24.38
14071 - Computer Programmer I	20.12
14072 - Computer Programmer II	24.52
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	24.73
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.59
14160 - Personal Computer Support Technician	22.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.73
15020 - Aircrew Training Devices Instructor (Rated)	29.56
15030 - Air Crew Training Devices Instructor (Pilot)	35.43
15050 - Computer Based Training Specialist / Instructor	24.73
15060 - Educational Technologist	26.64
15070 - Flight Instructor (Pilot)	35.43
15080 - Graphic Artist	17.62
15090 - Technical Instructor	20.75
15095 - Technical Instructor/Course Developer	25.13
15110 - Test Proctor	17.61
15120 - Tutor	17.61
6000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.93
16030 - Counter Attendant	7.93
16040 - Dry Cleaner	10.24
16070 - Finisher, Flatwork, Machine	7.93
16090 - Presser, Hand	7.93
16110 - Presser, Machine, Drycleaning	7.93
16130 - Presser, Machine, Shirts	7.93
16160 - Presser, Machine, Wearing Apparel, Laundry	7.93
16190 - Sewing Machine Operator	11.04
16220 - Tailor	11.82
16250 - Washer, Machine	8.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.83
19040 - Tool And Die Maker	20.71
21000 - Materials Handling And Packing Occupations	

21020	- Forklift Operator	12.51
21030	- Material Coordinator	16.12
21040	- Material Expediter	16.12
21050	- Material Handling Laborer	10.06
21071	- Order Filler	10.77
21080	- Production Line Worker (Food Processing)	12.51
21110	- Shipping Packer	12.93
21130	- Shipping/Receiving Clerk	12.93
21140	- Store Worker I	9.38
21150	- Stock Clerk	13.16
21210	- Tools And Parts Attendant	12.51
21410	- Warehouse Specialist	12.51
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	22.04
23021	- Aircraft Mechanic I	20.73
23022	- Aircraft Mechanic II	22.04
23023	- Aircraft Mechanic III	23.16
23040	- Aircraft Mechanic Helper	13.86
23050	- Aircraft, Painter	18.61
23060	- Aircraft Servicer	15.99
23080	- Aircraft Worker	17.05
23110	- Appliance Mechanic	15.95
23120	- Bicycle Repairer	11.51
23125	- Cable Splicer	21.43
23130	- Carpenter, Maintenance	15.84
23140	- Carpet Layer	16.69
23160	- Electrician, Maintenance	19.86
23181	- Electronics Technician Maintenance I	19.30
23182	- Electronics Technician Maintenance II	20.62
23183	- Electronics Technician Maintenance III	22.36
23260	- Fabric Worker	15.56
23290	- Fire Alarm System Mechanic	18.68
23310	- Fire Extinguisher Repairer	14.42
23311	- Fuel Distribution System Mechanic	18.68
23312	- Fuel Distribution System Operator	14.42
23370	- General Maintenance Worker	15.93
23380	- Ground Support Equipment Mechanic	20.73
23381	- Ground Support Equipment Servicer	15.99
23382	- Ground Support Equipment Worker	17.05
23391	- Gunsmith I	14.42
23392	- Gunsmith II	16.69
23393	- Gunsmith III	18.97
23410	- Heating, Ventilation And Air-Conditioning Mechanic	16.97
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.05
23430	- Heavy Equipment Mechanic	17.29
23440	- Heavy Equipment Operator	16.86
23460	- Instrument Mechanic	20.38
23465	- Laboratory/Shelter Mechanic	18.02
23470	- Laborer	10.06
23510	- Locksmith	15.95
23530	- Machinery Maintenance Mechanic	18.94
23550	- Machinist, Maintenance	15.98
23580	- Maintenance Trades Helper	13.19
23591	- Metrology Technician I	20.38
23592	- Metrology Technician II	21.67
23593	- Metrology Technician III	22.98
23640	- Millwright	18.97
23710	- Office Appliance Repairer	15.95
23760	- Painter, Maintenance	17.15
23790	- Pipefitter, Maintenance	20.16
23810	- Plumber, Maintenance	18.49
23820	- Pneudraulic Systems Mechanic	18.97

23850	- Rigger	18.97
23870	- Scale Mechanic	16.69
23890	- Sheet-Metal Worker, Maintenance	18.10
23910	- Small Engine Mechanic	16.69
23931	- Telecommunications Mechanic I	26.38
23932	- Telecommunications Mechanic II	32.26
23950	- Telephone Lineman	21.42
23960	- Welder, Combination, Maintenance	16.45
23965	- Well Driller	18.97
23970	- Woodcraft Worker	18.97
23980	- Woodworker	13.07
24000	- Personal Needs Occupations	
24570	- ChildCare Attendant	9.49
24580	- ChildCare Center Clerk	11.84
24610	- Chore Aide	8.61
24620	- Family Readiness And Support Services Coordinator	11.38
24630	- Homemaker	13.17
25000	- PlantAnd System Operations Occupations	
25010	- Boiler Tender	18.97
25040	- Sewage Plant Operator	15.62
25070	- Stationary Engineer	18.97
25190	- Ventilation Equipment Tender	12.86
25210	- Water Treatment Plant Operator	15.62
27000	- Protective Service Occupations	
27004	- Alarm Monitor	12.29
27007	- Baggage Inspector	10.98
27008	- Corrections Officer	14.90
27010	- Court Security Officer	16.80
27030	- Detection Dog Handler	14.19
27040	- Detention Officer	14.90
27070	- Firefighter	17.11
27101	- Guard I	10.98
27102	- Guard II	14.19
27131	- PoliceOfficer I	18.32
27132	- PoliceOfficer II	20.36
28000	- Recreation Occupations	
28041	- Carnival EquipmentOperator	12.62
28042	- Carnival EquipmentRepairer	13.61
28043	- Carnival Equipment Worker	8.63
28210	- Gate Attendant/Gate Tender	12.73
28310	- Lifeguard	11.34
28350	- Park Attendant (Aide)	14.24
28510	- Recreation Aide/Health Facility Attendant	10.09
28515	- Recreation Specialist	15.98
28630	- Sports Official	11.34
28690	- Swimming Pool Operator	14.79
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	15.59
29020	- Hatch Tender	15.14
29030	- Line Handler	15.14
29041	- Stevedore I	14.17
29042	- Stevedore II	16.29
30000	- Technical Occupations	
30010	- Air Traffic ControlSpecialist, Center (HFO)	(see 2) 35.77
30011	- Air Traffic ControlSpecialist, Station (HFO)	(see 2) 24.66
30012	- Air Traffic ControlSpecialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	14.27
30022	- Archeological Technician II	15.58
30023	- Archeological Technician III	19.76
30030	- Cartographic Technician	23.36
30040	- Civil Engineering Technician	21.12
30061	- Drafter/CAD Operator I	14.80
30062	- Drafter/CAD Operator II	19.07
30063	- Drafter/CAD Operator III	20.51

30064	- Drafter/CAD Operator IV	22.72
30081	- Engineering Technician I	14.99
30082	- Engineering Technician II	18.07
30083	- Engineering Technician III	20.24
30084	- Engineering Technician IV	26.53
30085	- Engineering Technician V	31.84
30086	- Engineering Technician VI	36.70
30090	- Environmental Technician	21.16
30210	- Laboratory Technician	21.14
30240	- Mathematical Technician	23.28
30361	- Paralegal/Legal Assistant I	14.95
30362	- Paralegal/Legal Assistant II	18.88
30363	- Paralegal/Legal Assistant III	22.66
30364	- Paralegal/Legal Assistant IV	27.38
30390	- Photo-Optics Technician	24.19
30461	- Technical Writer I	22.02
30462	- Technical Writer II	26.94
30463	- Technical Writer III	32.59
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.40
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.51
30621	- Weather Observer, Senior	(see 2) 22.56
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	10.86
31030	- Bus Driver	15.68
31043	- Driver Courier	11.85
31260	- Parking and Lot Attendant	8.90
31290	- ShuttleBus Driver	13.59
31310	- Taxi Driver	10.87
31361	- Truckdriver, Light	12.35
31362	- Truckdriver, Medium	16.13
31363	- Truckdriver, Heavy	16.87
31364	- Truckdriver, Tractor-Trailer	16.87
99000	- Miscellaneous Occupations	
99030	- Cashier	7.99
99050	- Desk Clerk	9.49
99095	- Embalmer	22.74
99251	- Laboratory Animal Caretaker I	10.41
99252	- Laboratory Animal Caretaker II	10.55
99310	- Mortician	22.74
99410	- Pest Controller	14.02
99510	- Photofinishing Worker	11.95
99710	- Recycling Laborer	11.49
99711	- Recycling Specialist	13.93
99730	- Refuse Collector	10.64
99810	- Sales Clerk	10.68
99820	- School Crossing Guard	10.64
99830	- Survey Party Chief	17.55
99831	- Surveying Aide	10.95
99832	- Surveying Technician	15.00
99840	- Vending Machine Attendant	13.60
99841	- Vending Machine Repairer	16.65
99842	- Vending Machine Repairer Helper	13.60

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal



facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves

potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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

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

Conformance

Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees

shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

(End of Summary of Changes)