

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO 000049	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO See Schedule	5 PROJECT NO (if applicable)
6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7 ADMINISTERED BY (if other than item 6) Kathy Christy Email: kathy.christy@nasa.gov Telephone: (256) 961-1538 Fax: (256) 544-5028	CODE MSFC
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INFOPRO CORPORATION Attn: Larry Stanley 6705 ODYSSEY DR HUNTSVILLE AL 35806-2300		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE OAFL2	FACILITY CODE	x 10A MODIFICATION OF CONTRACT/ORDER NO NNM08AA20C	10B DATED (SEE ITEM 13) 02/12/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers 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 _____ 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 ACKNOWLEDGEMENT 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)
See Schedule
Net Increase: \$2,702,730.19

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<u>CHECK ONE</u>	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.
X	D. OTHER (Specify type of modification and authority) Unilateral Mod; FAR 32.217-9 Opt to Extend the Term of the Contract & FAR 32.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not required to sign this document and return 0 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The Negotiated Estimated Cost increases by (b)(4)
 The Provisional Estimated Cost remains unchanged at (b)(4)
 The Award Fee Earned remains unchanged at \$1,262,714.
 The Potential Award Fee increases by (b)(4)
 The Total Fee increases by \$413,127 from (b)(4)
 The Contract Value increases by \$7,949,605 from \$54,276,820 to \$62,226,425.
 Total Funding Allotted increases by \$2,702,730.19 from \$49,987,933.83 to \$52,690,664.02.

See Page 3 for further description of modification.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A es 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) David A Fosco
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	15D DATE SIGNED MAR 01 2010

A. The purpose of this modification is to:

1. Exercise Option 2. The period of performance for Option 2 is March 1, 2010 through February 28, 2011. The Contractor shall perform the work called for under Attachment J-1, Performance Work Statement, during the period of performance of this option. Accordingly, the period of performance for this contract is hereby extended from March 1, 2010 through February 28, 2011.

In accordance with CLIN 3 in Table B-2 "Mission Services – Option Values," the estimated cost for Mission Services is (b)(4) and the maximum potential award fee is (b)(4) for Option Year 2. Therefore the current contract value is increased by these amounts. Also, in accordance with IDIQ CLIN 2 in Clause B.3 "Indefinite Delivery/Indefinite Quantity," the maximum quantity value for Option Year 2 is \$32,200,000. The contract value will be adjusted in subsequent modifications as Task Order Plans are executed. Table B-1 and B-2 shown in Mod 48 is hereby deleted in its entirety and the revised Table B-1 and B-2, shown on the enclosed replacement page B-2 (Mod 49), is substituted in lieu thereof.

2. Incrementally fund the contract in the amount of \$2,702,730 through April 23, 2010, increasing the funding allotted from \$49,987,933 to \$52,690,664. Clause B.5, 1852.232-81 Contract Funding, shown in Mod 48 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 49), is substituted in lieu thereof.
3. Update Clause F.2, Period of Performance, to reflect the Period of Performance of March 1, 2010 through February 28, 2011 for Option 2. Therefore, Clause F.2 is hereby deleted in its entirety and the revised Clause F.2, shown on the enclosed replacement page F-1 (Mod 49), is substituted in lieu thereof.
4. Update Attachment J-15, Wage Determination, pursuant to FAR Clause 52.222-41, Service Contract Act, incorporating Wage Determination No. 2005-2008 Revision No. 13 dated 10/16/2009 and the Collective Bargaining Agreement Wage Determination No. 1994-0196 Revision 23 dated 12/14/2009 into the contract along with the exercise of Option 2. Therefore, Attachment 15, WAGE DETERMINATION, is hereby deleted in its entirety and the revised Attachment 15, shown on the enclosed replacement pages J-15-1 through J-15-17 (Mod 49), is substituted in lieu thereof.

B. A recapitulation of the contract value is as follows:

	Negotiated Estimated Cost (a)	Provisional Estimated Cost (b)	Award Fee Earned (c)	Potential Award Fee (d)	Total Fee (c+d)	Contract Value (a+b+c+d)	Total* Funding Allotted
Previous	(b)(4)		\$1,262,714	(b)(4)		\$54,276,820	\$49,987,933.83
This Mod			\$0			\$7,949,605	\$2,702,730.19
Revised Total			\$1,262,714			\$62,226,425	\$52,690,664.02

C. Purchase Request No./Accounting & Appropriation Data:

Accounting Code	Funded Amount	Requisition Number
62EM32/6100.2511/62/FC000000/869021.04.08.01.13/000/2510/62/CASX22010D/512F/1/2	\$194,340.00	4200328158 Item# 001
62ES02/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CASX22010D/361N/2/3	\$5,000.00	4200328158 Item# 001
62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/3/4	\$355,991.00	4200328158 Item# 001
62ER24/6100.2511/62/FC000000/095240.04.03.04.01.0/8/000/2510/62/EXPX22010D/020U/4/6	\$331.00	4200328158 Item# 001
62ER24/6100.2511/62/FC000000/095240.04.03.04.01.0/8/000/2510/62/EXPX22009D/020U/5/7	\$677.00	4200328158 Item# 001
62EV33/6100.2511/62/FC000000/136905.02.04.08.13/000/2510/62/EXPX22010D/234A/6/8	\$8,726.00	4200328158 Item# 001
62ES61/6100.2511/62/FC000000/769347.05.08.16.01.0/1/000/2510/62/EXCX22010D/733B/7/9	\$1,420.00	4200328158 Item# 001
62ER42/6100.2511/62/FC000000/136905.08.04.02.08.0/8.04/000/2510/62/EXPX22010D/234A/8/10	\$525.00	4200328158 Item# 001
62ET30/6100.2511/62/FC000000/869021.04.08.01.13/000/2510/62/CASX22010D/512F/9/11	\$12,478.00	4200328158 Item# 001
62ES23/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22010D/538A/10/12	\$56,500.00	4200328158 Item# 001
62ER23/6100.2511/62/FC000000/136905.08.05.06.01.0/8/000/2510/62/EXPX22010D/234A/11/13	\$79,841.00	4200328158 Item# 001

62ES23/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/12/14	\$2,668.00	4200328158 Item# 001
62EM10/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/13/15	\$12,440.00	4200328158 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/14/16	\$5,131.00	4200328158 Item# 001
62ES23/6100.2511/62/FC000000/136905.08.05.12.02.0/8.01/000/2510/62/EXPX22010D/234A/15/17	\$9,176.00	4200328158 Item# 001
62EM20/6100.2511/62/FC000000/136905.08.05.12.02.0/8.03/000/2510/62/EXPX22010D/234A/16/18	\$220.00	4200328158 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/17/19	\$69,498.00	4200328158 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.09/000/2510/62/EXPX22010D/234A/18/20	\$28.00	4200328158 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.10/000/2510/62/EXPX22010D/234A/19/21	\$18,587.00	4200328158 Item# 001
62EM30/6100.2511/62/FC000000/136905.08.05.12.02.0/8.13/000/2510/62/EXPX22010D/234A/20/22	\$20,180.00	4200328158 Item# 001
62EM03/6100.2511/62/FC000000/136905.08.05.12.03.0/8/000/2510/62/EXPX22010D/234A/21/23	\$1,640.00	4200328158 Item# 001
62ET50/6100.2511/62/FC000000/136905.08.05.12.07.0/8/000/2510/62/EXPX22010D/234A/22/24	\$226,003.00	4200328158 Item# 001
62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/23/25	\$106,816.00	4200328158 Item# 001
62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/2/000/2510/62/EXCX22010D/733B/24/26	\$32,707.00	4200328158 Item# 001
62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/3/27	\$161,859.00	4200328158 Item# 001
62EM40/6100.2511/62/FC000000/197009.10.02.01.04/000/2510/62/EXCX22010D/538A/25/28	\$1,736.00	4200328158 Item# 001
62EM30/6100.2511/62/FC000000/869021.04.08.01.13/000/2510/62/CASX22010D/512F/26/29	\$915.00	4200328158 Item# 001
62ES01/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/1/2	\$250,000.00	4200328288 Item# 001
62ET02/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/2/3	\$50,000.00	4200328288 Item# 001
62ET02/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22010D/538A/3/4	\$100,000.00	4200328288 Item# 001
62ET60/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/4/5	\$149,187.00	4200328288 Item# 001
62ES02/6100.2511/62/FC000000/432938.11.01.08.43/000/2510/62/CASX22010D/361N/5/6	\$74,422.00	4200328288 Item# 001
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22010D/361N/6/7	\$17,556.19	4200328288 Item# 001
62ET60/6100.2511/62/FC000000/814060.08.13/000/2510/62/EXPX22010D/834A/2/3	\$100,000.00	4200328288 Item# 002
62ET60/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/3/42	\$132,000.00	4200328288 Item# 002
62ET10/6100.2511/62/FC000000/814060.08.13/000/2510/62/EXPX22010D/834A/1/2	\$100,000.00	4200328288 Item# 002
62ET20/6100.2511/62/FC000000/136905.02.04.08.13/000/2510/62/EXPX22010D/234A/1/2	\$35,632.00	4200331144 Item# 001
62EM10/6100.2511/62/FC000000/444543.03.06/000/2510/62/EXPX22010D/317V/1/2	\$6,500.00	4200331347 Item# 001
62EM50/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22010D/733B/2/3	\$145,000.00	4200331347 Item# 001
62ES01/6100.2511/62/FC000000/432938.11.01.08.38/000/2510/62/CASX22010D/361N/1/2	\$157,000.00	4200331523 Item# 001
	\$2,702,730.19	

D. The following pages/sections are deleted in their entirety and the attached revised pages/sections are substituted in lieu thereof:

	Pages Deleted	Sections Added/Revised
Section B	B-2 (Mod 48)	B-2 (Mod 49)
	B-4 (Mod 48)	B-4 (Mod 49)
Section F	F-1 (Mod 25)	F-1 (Mod 49)
Attachment J-15	J-15-1 through J-15-10 (Mod 25)	J-15-1 through J-15-10 (Mod 49)

E. All other terms and conditions remain unchanged and in full force and effect.

TABLE B-1, ESTIMATED COST AND AWARD FEE (AF)

CLIN	PERIOD COVERED	MISSION SERVICES (BY)			IDIQ SUMMATION OF TASK ORDERS (BY)			TOTAL														
		ESTIMATED COST	PROVISIONAL ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	ESTIMATED COST	PROVISIONAL ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	TOTAL ESTIMATED COST	TOTAL PROVISIONAL ESTIMATED COST	TOTAL MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE										
1	BASE YEAR	(b)(4)																				
	Fee Period 1*																				\$321,839	\$8,439,158
	Fee Period 2*																				\$445,609	\$12,597,505
	Total Base																				\$767,448	\$21,036,663
2	OPTION YEAR 1																					
	Fee Period 3*																				\$495,267	\$14,215,181
	Fee Period 4*																				TBD	\$19,024,977
	Total Option 1																				\$495,267	\$33,240,158
3	OPTION YEAR 2																					
	Fee Period 5*																				TBD	\$3,974,803
	Fee Period 6*										TBD	\$3,974,802										
	Total Option 2										\$0	\$7,949,605										
Overall Contract											\$1,262,715	\$62,226,425										

* 6-month evaluation periods

(a) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

TABLE B-2, MISSION SERVICES – OPTION VALUES

CLIN	PERIOD COVERED	MISSION SERVICES (BY)		IDIQ SUMMATION OF TASK ORDERS (BY)		TOTAL							
		ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	TOTAL ESTIMATED COST	TOTAL MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE				
4	OPTION YEAR 3	(b)(4)											
	Fee Period 7*										TBD	\$4,105,564.50	
	Fee Period 8*											TBD	\$4,105,564.50
5	OPTION YEAR 4												
	Fee Period 9*											TBD	\$4,174,475.00
	Fee Period 10*											TBD	\$4,174,475.00

* 6-month evaluation periods

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in Clause B.2, Estimated Cost and Award Fee. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. Provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 70 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.5 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ 51,178,600. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through April 30, 2010.

(b) An additional amount of \$1,512,064 is obligated under this contract for payment of fee.

Incremental Funding:	Previous	This Action	Total*
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Earned Award Fee:	\$1,262,714	\$0	\$1,262,714
Total Sum Allotted:	\$49,987,934	\$2,702,730	\$52,690,664

*Rounded

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order (Alternate I)	APR 1984
52.247-34	FOB Destination	NOV 1991

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be March 1, 2008 through February 28, 2011. If applicable, the contract phase-in period shall be from February 11, 2008 through no later than February 29, 2008.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Contract Periods</u>	<u>Period of Performance</u>
Option 3	March 1, 2011 – February 29, 2012
Option 4	March 1, 2012 – February 28, 2013

F.3 MSFC 52.237-91 PLACE OF PERFORMANCE (FEB 2001)

The Contractor shall perform the work under this contract at George C. Marshall Space Flight Center, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit to the Government to an extension.

Attachment 15

<p align="center">REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</p> <p align="center">By direction of the Secretary of Labor</p> <p>Shirley F. Ebbesen Division of Director Wage Determinations</p>	<p align="center">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p> <p align="center">Wage Determination No.: 2005-2008 Revision No.: 13 Date of Last Revision: 10/16/2009</p>
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States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13 .47
01012 - Accounting Clerk II		14 .65
01013 - Accounting Clerk III		16 .77
01020 - Administrative Assistant		21 .27
01040 - Court Reporter		17 .16
01051 - Data Entry Operator I		11 .95
01052 - Data Entry Operator II		13 .89
01060 - Dispatcher, Motor Vehicle		16 .31
01070 - Document Preparation Clerk		12 .47
01090 - Duplicating Machine Operator		12 .47
01111 - General Clerk I		10 .80
01112 - General Clerk II		11 .78
01113 - General Clerk III		13 .86
01120 - Housing Referral Assistant		19 .14
01141 - Messenger Courier		9 .49
01191 - Order Clerk I		11 .51
01192 - Order Clerk II		15 .27
01261 - Personnel Assistant (Employment) I		13 .93
01262 - Personnel Assistant (Employment) II		15 .59
01263 - Personnel Assistant (Employment) III		17 .38
01270 - Production Control Clerk		19 .18
01280 - Receptionist		11 .02
01290 - Rental Clerk		11 .79
01300 - Scheduler, Maintenance		15 .32

Attachment 15

01311 - Secretary I	15 .32
01312 - Secretary II	17 .16
01313 - Secretary III	19 .14
01320 - Service Order Dispatcher	13 .83
01410 - Supply Technician	21 .27
01420 - Survey Worker	16 .81
01531 - Travel Clerk I	10 .64
01532 - Travel Clerk II	11 .26
01533 - Travel Clerk III	12 .01
01611 - Word Processor I	13 .12
01612 - Word Processor II	14 .73
01613 - Word Processor III	16 .48

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	17 .50
05010 - Automotive Electrician	17 .94
05040 - Automotive Glass Installer	17 .10
05070 - Automotive Worker	17 .10
05110 - Mobile Equipment Servicer	15 .50
05130 - Motor Equipment Metal Mechanic	18 .77
05160 - Motor Equipment Metal Worker	17 .10
05190 - Motor Vehicle Mechanic	17 .14
05220 - Motor Vehicle Mechanic Helper	13 .43
05250 - Motor Vehicle Upholstery Worker	16 .32
05280 - Motor Vehicle Wrecker	17 .10
05310 - Painter, Automotive	16 .39
05340 - Radiator Repair Specialist	17 .10
05370 - Tire Repairer	12 .75
05400 - Transmission Repair Specialist	18 .77

07000 - Food Preparation And Service Occupations

07010 - Baker	10 .84
07041 - Cook I	9 .14
07042 - Cook II	10 .27
07070 - Dishwasher	7 .57
07130 - Food Service Worker	8 .09
07210 - Meat Cutter	14 .21
07260 - Waiter/Waitress	7 .50

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	17 .56
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Attachment 15

09040 - Furniture Handler	13 .94
09080 - Furniture Refinisher	17 .56
09090 - Furniture Refinisher Helper	14 .41
09110 - Furniture Repairer, Minor	15 .98
09130 - Upholsterer	17 .56

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	9 .80
11060 - Elevator Operator	9 .44
11090 - Gardener	12 .11
11122 - Housekeeping Aide	9 .44
11150 - Janitor	9 .44
11210 - Laborer, Grounds Maintenance	10 .00
11240 - Maid or Houseman	7 .88
11260 - Pruner	9 .28
11270 - Tractor Operator	12 .08
11330 - Trail Maintenance Worker	10 .00
11360 - Window Cleaner	9 .97

12000 - Health Occupations

12010 - Ambulance Driver	14 .41
12011 - Breath Alcohol Technician	14 .71
12012 - Certified Occupational Therapist Assistant	21 .24
12015 - Certified Physical Therapist Assistant	21 .24
12020 - Dental Assistant	15 .30
12025 - Dental Hygienist	22 .48
12030 - EKG Technician	23 .45
12035 - Electroneurodiagnostic Technologist	23 .45
12040 - Emergency Medical Technician	14 .41
12071 - Licensed Practical Nurse I	14 .07
12072 - Licensed Practical Nurse II	15 .81
12073 - Licensed Practical Nurse III	17 .71
12100 - Medical Assistant	11 .87
12130 - Medical Laboratory Technician	14 .07
12160 - Medical Record Clerk	12 .41
12190 - Medical Record Technician	14 .96
12195 - Medical Transcriptionist	13 .03
12210 - Nuclear Medicine Technologist	30 .65
12221 - Nursing Assistant I	9 .43
12222 - Nursing Assistant II	10 .61
12223 - Nursing Assistant III	11 .57
12224 - Nursing Assistant IV	12 .99

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12235 - Optical Dispenser	15 .05
12236 - Optical Technician	11 .42
12250 - Pharmacy Technician	13 .36
12280 - Phlebotomist	12 .99
12305 - Radiologic Technologist	23 .95
12311 - Registered Nurse I	22 .94
12312 - Registered Nurse II	28 .08
12313 - Registered Nurse II, Specialist	28 .08
12314 - Registered Nurse III	33 .97
12315 - Registered Nurse III, Anesthetist	33 .97
12316 - Registered Nurse IV	40 .70
12317 - Scheduler (Drug and Alcohol Testing)	19 .18
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .07
13012 - Exhibits Specialist II	23 .50
13013 - Exhibits Specialist III	28 .73
13041 - Illustrator I	19 .07
13042 - Illustrator II	23 .50
13043 - Illustrator III	28 .73
13047 - Librarian	26 .02
13050 - Library Aide/Clerk	14 .49
13054 - Library Information Technology Systems Administrator	23 .50
13058 - Library Technician	16 .14
13061 - Media Specialist I	16 .95
13062 - Media Specialist II	18 .97
13063 - Media Specialist III	21 .15
13071 - Photographer I	14 .72
13072 - Photographer II	17 .00
13073 - Photographer III	20 .36
13074 - Photographer IV	24 .89
13075 - Photographer V	30 .21
13110 - Video Teleconference Technician	16 .95
14000 - Information Technology Occupations	
14041 - Computer Operator I	14 .73
14042 - Computer Operator II	19 .13
14043 - Computer Operator III	20 .49
14044 - Computer Operator IV	26 .16
14045 - Computer Operator V	27 .62
14071 - Computer Programmer I	(see 1) 25 .00
14072 - Computer Programmer II	(see 1)

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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 .73
14160 - Personal Computer Support Technician		26 .16

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)		29 .35
15020 - Aircrew Training Devices Instructor (Rated)		35 .52
15030 - Air Crew Training Devices Instructor (Pilot)		36 .76
15050 - Computer Based Training Specialist / Instructor		30 .38
15060 - Educational Technologist		30 .12
15070 - Flight Instructor (Pilot)		36 .76
15080 - Graphic Artist		21 .00
15090 - Technical Instructor		18 .91
15095 - Technical Instructor/Course Developer		23 .11
15110 - Test Proctor		17 .16
15120 - Tutor		17 .16

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler		7 .98
16030 - Counter Attendant		7 .98
16040 - Dry Cleaner		10 .03
16070 - Finisher, Flatwork, Machine		7 .98
16090 - Presser, Hand		7 .98
16110 - Presser, Machine, Drycleaning		7 .98
16130 - Presser, Machine, Shirts		7 .98
16160 - Presser, Machine, Wearing Apparel, Laundry		7 .98
16190 - Sewing Machine Operator		10 .60
16220 - Tailor		11 .18
16250 - Washer, Machine		8 .65

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)		22 .22
19040 - Tool And Die Maker		27 .11

21000 - Materials Handling And Packing Occupations

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21020 - Forklift Operator	14 .82
21030 - Material Coordinator	19 .18
21040 - Material Expediter	19 .18
21050 - Material Handling Laborer	10 .29
21071 - Order Filler	10 .87
21080 - Production Line Worker (Food Processing)	14 .82
21110 - Shipping Packer	12 .98
21130 - Shipping/Receiving Clerk	12 .98
21140 - Store Worker I	11 .36
21150 - Stock Clerk	15 .41
21210 - Tools And Parts Attendant	14 .82
21410 - Warehouse Specialist	14 .82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20 .61
23021 - Aircraft Mechanic I	22 .24
23022 - Aircraft Mechanic II	23 .35
23023 - Aircraft Mechanic III	24 .52
23040 - Aircraft Mechanic Helper	17 .44
23050 - Aircraft, Painter	19 .32
23060 - Aircraft Servicer	19 .34
23080 - Aircraft Worker	20 .27
23110 - Appliance Mechanic	18 .04
23120 - Bicycle Repairer	14 .66
23125 - Cable Splicer	19 .76
23130 - Carpenter, Maintenance	17 .56
23140 - Carpet Layer	17 .29
23160 - Electrician, Maintenance	23 .21
23181 - Electronics Technician Maintenance I	18 .65
23182 - Electronics Technician Maintenance II	25 .55
23183 - Electronics Technician Maintenance III	26 .62
23260 - Fabric Worker	16 .54
23290 - Fire Alarm System Mechanic	18 .79
23310 - Fire Extinguisher Repairer	15 .72
23311 - Fuel Distribution System Mechanic	18 .79
23312 - Fuel Distribution System Operator	16 .80
23370 - General Maintenance Worker	16 .43
23380 - Ground Support Equipment Mechanic	22 .24
23381 - Ground Support Equipment Servicer	19 .34
23382 - Ground Support Equipment Worker	20 .27
23391 - Gunsmith I	15 .12
23392 - Gunsmith II	16 .67
23393 - Gunsmith III	18 .38
23410 - Heating, Ventilation And Air-Conditioning	18 .38

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Mechanic

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19 .30
23430 - Heavy Equipment Mechanic	20 .22
23440 - Heavy Equipment Operator	17 .87
23460 - Instrument Mechanic	22 .82
23465 - Laboratory/Shelter Mechanic	17 .58
23470 - Laborer	11 .36
23510 - Locksmith	18 .04
23530 - Machinery Maintenance Mechanic	23 .32
23550 - Machinist, Maintenance	18 .59
23580 - Maintenance Trades Helper	14 .41
23591 - Metrology Technician I	22 .82
23592 - Metrology Technician II	23 .80
23593 - Metrology Technician III	24 .74
23640 - Millwright	18 .79
23710 - Office Appliance Repairer	21 .83
23760 - Painter, Maintenance	17 .56
23790 - Pipefitter, Maintenance	18 .90
23810 - Plumber, Maintenance	18 .06
23820 - Pneudraulic Systems Mechanic	18 .79
23850 - Rigger	18 .79
23870 - Scale Mechanic	17 .29
23890 - Sheet-Metal Worker, Maintenance	18 .38
23910 - Small Engine Mechanic	16 .75
23931 - Telecommunications Mechanic I	18 .89
23932 - Telecommunications Mechanic II	20 .21
23950 - Telephone Lineman	19 .60
23960 - Welder, Combination, Maintenance	18 .38
23965 - Well Driller	18 .79
23970 - Woodcraft Worker	18 .79
23980 - Woodworker	16 .43

24000 - Personal Needs Occupations

24570 - Child Care Attendant	8 .56
24580 - Child Care Center Clerk	10 .68
24610 - Chore Aide	9 .26
24620 - Family Readiness And Support Services Coordinator	12 .61
24630 - Homemaker	13 .55

25000 - Plant And System Operations Occupations

25010 - Boiler Tender	18 .86
25040 - Sewage Plant Operator	18 .07

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25070 - Stationary Engineer	18 .86
25190 - Ventilation Equipment Tender	14 .85
25210 - Water Treatment Plant Operator	18 .07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12 .57
27007 - Baggage Inspector	10 .85
27008 - Corrections Officer	15 .28
27010 - Court Security Officer	16 .82
27030 - Detection Dog Handler	13 .55
27040 - Detention Officer	15 .28
27070 - Firefighter	16 .82
27101 - Guard I	10 .85
27102 - Guard II	13 .55
27131 - Police Officer I	18 .35
27132 - Police Officer II	20 .41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9 .52
28042 - Carnival Equipment Repairer	10 .00
28043 - Carnival Equipment Worker	7 .89
28210 - Gate Attendant/Gate Tender	13 .76
28310 - Lifeguard	12 .21
28350 - Park Attendant (Aide)	15 .40
28510 - Recreation Aide/Health Facility Attendant	11 .24
28515 - Recreation Specialist	16 .31
28630 - Sports Official	12 .26
28690 - Swimming Pool Operator	15 .65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17 .70
29020 - Hatch Tender	17 .70
29030 - Line Handler	17 .70
29041 - Stevedore I	16 .90
29042 - Stevedore II	18 .56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 35 .65
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 24 .58

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30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27 .07
30021 - Archeological Technician I		17 .26
30022 - Archeological Technician II		19 .32
30023 - Archeological Technician III		23 .94
30030 - Cartographic Technician		24 .23
30040 - Civil Engineering Technician		22 .83
30061 - Drafter/CAD Operator I		17 .26
30062 - Drafter/CAD Operator II		19 .55
30063 - Drafter/CAD Operator III		21 .11
30064 - Drafter/CAD Operator IV		25 .97
30081 - Engineering Technician I		14 .53
30082 - Engineering Technician II		17 .48
30083 - Engineering Technician III		21 .00
30084 - Engineering Technician IV		28 .62
30085 - Engineering Technician V		33 .81
30086 - Engineering Technician VI		40 .89
30090 - Environmental Technician		23 .45
30210 - Laboratory Technician		18 .92
30240 - Mathematical Technician		24 .23
30361 - Paralegal/Legal Assistant I		18 .54
30362 - Paralegal/Legal Assistant II		22 .98
30363 - Paralegal/Legal Assistant III		28 .11
30364 - Paralegal/Legal Assistant IV		34 .01
30390 - Photo-Optics Technician		24 .23
30461 - Technical Writer I		20 .96
30462 - Technical Writer II		25 .63
30463 - Technical Writer III		31 .02
30491 - Unexploded Ordnance (UXO) Technician I		22 .65
30492 - Unexploded Ordnance (UXO) Technician II		27 .41
30493 - Unexploded Ordnance (UXO) Technician III		32 .85
30494 - Unexploded (UXO) Safety Escort		22 .65
30495 - Unexploded (UXO) Sweep Personnel		22 .65
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	21 .11
30621 - Weather Observer, Senior	(see 3)	23 .45
 31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		10 .71
31030 - Bus Driver		13 .94
31043 - Driver Courier		14 .96
31260 - Parking and Lot Attendant		10 .11
31290 - Shuttle Bus Driver		16 .25
31310 - Taxi Driver		10 .90
31361 - Truckdriver, Light		16 .25

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31362 - Truckdriver, Medium	16 .82
31363 - Truckdriver, Heavy	17 .62
31364 - Truckdriver, Tractor-Trailer	17 .62

99000 - Miscellaneous Occupations

99030 - Cashier	9 .30
99050 - Desk Clerk	7 .94
99095 - Embalmer	22 .65
99251 - Laboratory Animal Caretaker I	8 .61
99252 - Laboratory Animal Caretaker II	13 .46
99310 - Mortician	22 .65
99410 - Pest Controller	12 .65
99510 - Photofinishing Worker	11 .90
99710 - Recycling Laborer	14 .15
99711 - Recycling Specialist	16 .26
99730 - Refuse Collector	12 .79
99810 - Sales Clerk	11 .50
99820 - School Crossing Guard	12 .71
99830 - Survey Party Chief	17 .48
99831 - Surveying Aide	10 .77
99832 - Surveying Technician	14 .74
99840 - Vending Machine Attendant	12 .64
99841 - Vending Machine Repairer	14 .48
99842 - Vending Machine Repairer Helper	12 .64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

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:

Attachment 15

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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

Attachment 15

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.

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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.

Attachment 15

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p>
<p>Shirley F. Ebbesen Division of Wage Director Determinations</p>	<p>Wage Determination No.: 1994-0196 Revision No.: 23 Date of Last Revision: 12/14/2009</p>

Nationwide: Applicable on the East, Gulf, and West coasts, and Hawaii.

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for special projects vessels, tugboats and other coastal vessels.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Captain, Harbor Tug		229 .88 Daily
(not set) - Deckhand, Harbor Tug		144 .07 Daily
(not set) - Engineer, Harbor Tug		192 .53 Daily
47010 - Boatswain		241 .70 Daily
47042 - Able Seaman, Maintenance		181 .71 Daily
47043 - Able Seaman, Day/Deck Utility		162 .79 Daily
47044 - Ordinary Seaman		127 .22 Daily
47101 - Chief Electrician		258 .62 Daily
47102 - Electrician/Second Electrician		237 .23 Daily
47130 - Engine Utilityman		187 .90 Daily
47190 - Oiler/Diesel Oiler		187 .90 Daily
47280 - Unlicensed Junior Engineer/Qualified Member of the Engine Department		207 .66 Daily
47310 - Wiper		151 .23 Daily
47340 - Chief Steward		216 .96 Daily
47341 - Chief Cook		190 .00 Daily
47400 - Steward Assistant		126 .24 Daily
47490 - General Vessel Assistant		151 .23 Daily

The term "service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Standard Act. (See CFR, Part 541.)

Attachment 15

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

** 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.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

Attachment 15

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.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Captain, Harbor Tug

Qualified tug master and operator in charge of the tugboat, its personnel, its operation and maintenance. The Captain is a radio operator, understands and operates radar and other navigational aids used in conjunction with tug-ship operations and tug-barge operations both harbor and ocean. This person must also be qualified in administrative ship

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business and overall charge of maintenance of the vessel. Must hold appropriate Coast Guard documentation/license.

Deckhand, Harbor Tug

Qualified seaman capable of performing all duties related to tugboat servicing ships and barges both in the harbor and at sea. Must hold appropriate Coast Guard documentation/license.

Engineer, Harbor Tug

Qualified engineer in the operation, the maintenance, both corrective and preventative, and overall supervisor in the proper operation and maintenance of all machinery, both main and auxiliary and electrical and other mechanical gear aboard the tugboat. Also must have administrative ability to keep records and maintain the inventory of parts, tools, fuel, etc. Must hold appropriate Coast Guard documentation/license.