

## **SECTION L ATTACHMENT**

### **L.3 - TASK ORDER, "BUILDING 265 ADDITION"**

1. The Task Order, "Building 265 Addition," must be submitted with the overall proposal. The government will make a determination regarding which Contract Line Item Numbers (CLINs) will be awarded based on available funding and best value to the Government.
2. The Government estimated price range for the Task Order, "Building 265 Addition," is between \$1,000,000 and \$5,000,000.
3. Specifications and Drawings may be purchased or viewed at the locations specified in provision L.23 Solicitation Package.

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES  
1 14

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER		2. CONTRACT NO. (If any) NNJ07 - TBD		6. SHIP TO:		
3. ORDER NO. NNJ07JE12T		4. REQUISITION/REF NO.		a. NAME OF COSIGNEE NASA/Johnson Space Center		
5. ISSUING OFFICE (Address correspondence to) NASA-JSC/COD Procurement Office; Attn: Elijah J. Williams/BJ3; Houston, TX 77058-3696				b. STREET ADDRESS 2101 NASA Parkway		
7. TO:		c. CITY Houston		d. STATE TX	e. ZIP CODE 77058-3696	
a. NAME OF CONTRACTOR				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER:		
c. STREET ADDRESS				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both side of this order and on the attached sheet, if any, including delivery as indicated.		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY	e. STATE	f. ZIP CODE				
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE NASA/Johnson Space Center		
11. BUSINESS CLASSIFICATION: (Check appropriate boxes)						12. F.O.B. POINT
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN OWNED
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			300 Days After NTP		

**17. SCHEDULE (See page 2 for Rejections)**

ITEM NO. a.	SUPPLIES OR SERVICES b.	QUANTITY ORDERED c.	UNIT d.	UNIT PRICE e.	AMOUNT f.	QUANTITY ACCEPTED g.
1	The contractor shall provide construction services in accordance with the Specifications, Drawings, the contract Terms and Conditions, Davis Bacon Wage Determination, and Approved Site Specific Safety and Health Plan.  CLIN 1 - Offer					
2	CLIN 2 (Additive Item 1) - Furnish and Install Roof System					

SEE BILLING INSTRUCTIONS ON PAGE 2	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17h. TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME NASA/Johnson Space Center - Elijah J. Williams/BJ3						17i. GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) 2101 NASA Parkway						
c. CITY Houston		d. STATE TX	e. ZIP CODE 77058-3696				
22. UNITED STATES OF AMERICA BY (Signature)					23. NAME OF CONTRACTING/ORDERING OFFICER		

## **SECTION 1 – DESCRIPTION OF WORK AND TRANSACTIONS**

The Contractor shall furnish all labor, materials, equipment and supervision necessary for the performance of general construction of "Building 265 Addition" at Johnson Space Center. All work shall be accomplished in accordance with the Specifications, Drawings, the contract terms and conditions, Davis Bacon Wage Determination, and Approved Site Specific Safety and Health Plan.

### **CLIN 1 – Base Offer**

This project is an addition of a metal building to the existing Building 265 that is located in the 200 area on the Johnson Space Center in Houston, Texas. The new building is designed to achieve a LEED Silver Certified Rating, with the building's final structure in compliance with USGBC-LEED v2.2, level Silver requirements. The building consists primarily of a metal office building on a concrete foundation. The exterior of the building is primarily metal panels and concrete masonry unit construction. The interior finishes include painted gypsum board, lay-in acoustical ceilings, carpet, vinyl composition tile and sealed concrete. The building is air-conditioned, has a complete electrical system, fire detection and fire sprinkler system. The roof is a metal panel roof system with no penetrations. The adjacent facility will be occupied during construction so that some project activities that generate high levels of noise or vibration shall be accomplished on evenings or weekends when the facility is not occupied.

### **CLIN 2 – Additive Item 1**

Furnish and Install a standing seam metal roof system per specifications in place of the panel system in the base scope of work.

## SECTION 2 - CONTRACT TERMS AND CONDITIONS

### 2.1 FIRM-FIXED PRICE

	<u>Materials</u>	<u>Labor</u>	<u>Total</u>
CLIN 1 – Base Offer	\$ _____	\$ _____	\$ _____
CLIN 2 (Additive Item 1) Furnish and Install Roof System	\$ _____	\$ _____	\$ _____

The Total Firm-Fixed Price of this Task Order (CLINS – To Be Determined) is

\$ \_\_\_\_\_

### 2.2 ALLOWANCE FOR DELAYS

(a) Work at the Johnson Space Center is subject to frequent and extended delays due to shuttle launches, mission simulations, and security requirements. In addition to more typical delays, certain construction activities such as excavation, transporting heavy equipment, and utility outages, may be prohibited during shuttle launches and mission simulations. Furthermore, security delays are likely for as long as JSC is operating under heightened security conditions. The Contractor may experience delays caused by the Government, by unusually severe weather, and other factors beyond the Contractor's control. Additional time is included in the project performance period to allow for a specified number of days of delay due to these causes. Normally, contract extensions will not be granted unless the contractor has:

- (1) Promptly notified the Contracting Officer of each delay as experienced with supporting evidence as necessary,
- (2) Demonstrated actual delay to its effort and not merely a restriction of work,
- (3) Demonstrated that the contractor was not experiencing other delays within its control, and was able and willing to perform the scheduled work which could not be performed solely due to the government or weather delay,
- (4) Shown that the delay days allotted in the performance period have been exceeded, and
- (5) Met the conditions specified in the applicable contract terms and conditions relating to extensions of the contract performance period.

(b) A current Mission Schedule (subject to change) is included in as attachment J-1 as identified in Section J-Attachments. The number of days allowed for Government and unusually severe weather delays is 30 days. No extension of time will be given until these days have been exceeded. Contractor should expect security delays of up to 45 minutes when entering the site and allow for those delays, as no contract extension will be granted for these delays.

(End of clause)

**2.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **300 Calendar Days After The Noticed To Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

**2.4 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION. (SEP 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$300** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

**2.5 PRINCIPAL PLACE OF PERFORMANCE**

The effort required under this contract shall be performed at NASA-Johnson Space Center, Houston, Texas.

(End of clause)

**2.6 FILL-INS FOR FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE 1 (JUL 1995), INCORPORATED BY REFERENCE:**

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL

\*(If none, insert)

Identification No.

_____	_____
_____	_____
_____	_____

**\*TO BE COMPLETED BY OFFEROR**

## 2.7 CONTRACT ADMINISTRATION DATA

### A. SUBMISSION OF INVOICES - PROGRESS PAYMENTS AND CORRESPONDENCE

#### 1) Addressing Invoices - Progress Payments:

All progress payments shall be submitted in **ORIGINAL AND ONE COPY**, directly to the Contract Specialist. The request for progress payment shall cite the contract number, **To Be Determined** the total amount of the contract through the last modification, and the amount of payment requested. The address of the Contract Specialist is as follows:

NASA Johnson Space Center  
Attn: Elijah Williams  
Mail Code: BJ3  
2101 NASA Parkway  
Houston, TX 77058-3696

In the event that amounts are withheld from payment in accordance with the New Technology Clause or other provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

**THE TIME OF 14 DAYS FOR PAYMENT SHALL BEGIN WHEN INVOICE IS RECEIVED AT THE DESIGNATED ADDRESS ABOVE.**

#### 2) Addressing Correspondence:

The Contractor shall submit an **ORIGINAL** and **TWO** copies of all correspondence required under the contract clearly marked with the assigned Government Contract Number **To Be Determined**.

The **ORIGINAL** and **ONE** copy of the correspondence shall be clearly marked with the assigned Government Contract Number **To Be Determined** and addressed to the Contracting Officer's Technical Representative's (COTR) address as follows:

NASA Johnson Space Center  
Attn: Jon Kerr  
Mail Code JM5  
2101 NASA Parkway  
Houston, TX 77058-3696

**ONE** copy of **ALL CORRESPONDENCE** shall be transmitted directly to the Contract Specialist – BJ3/Elijah J. Williams.

#### 3) Technical Data:

The Contractor shall submit **SIX COPIES** of all shop drawings, test reports, equipment data sheets, and any other technical data with five copies of transmittal sheet, JSC Form 262 (August 1993). All samples shall be forwarded to the address of the COTR and clearly indicate the Government assigned contract number.

(End of clause)

## **2.8 PROJECT SPECIFIC SAFETY AND HEALTH PLAN REQUIREMENTS**

The IDIQ awardee, as an addendum to its Safety and Health Plan in the basic contract, shall submit a Project Specific Safety and Health Plan to the JSC Contracting Officer prior to issuance of the Notice to Proceed. Approval by the authorized NASA officials is required prior to the commencement of work. Contractors shall follow the specific instructions for preparation of the project specific safety and health plan included below.

### **Work shall not begin until the Safety and Health Plan is approved by the NASA Occupational Safety Team (NS2).**

The Contractor shall submit to the JSC Contracting Officer with the Contractor's proposal, a Corporate Safety and Health Plan in accordance with NFS Clause 1852.223-73, Specification Section 01410, Contractor's Safety and Health Program, and JSC Safety and Health Handbook at <http://jschandbook.isc.nasa.gov/>, for instructions that outline the firm's safety and health program, policies, and procedures. The Plan shall document the firm's approach to safety and conformance with occupational safety and health requirements of this contract, and shall be applicable to any work performed under this contract.

A letter from the Contractor stating compliance with these provisions is not acceptable.

*Note: A Site Specific Safety and Health Plan shall be submitted by the Offeror who is awarded Task Order NNJ07JE12T, "Building 265 Addition" before the Notice to Proceed is issued. Site Specific Safety and Health Plans are submitted after time of award.*

**SECTION 3 – ATTACHMENTS**

**3.1 CENTER OPERATIONS DIRECTORATE (COD) MISSION UPDATE**

**3.2 GENERAL DECISION NUMBER: TX070125 (DAVIS-BACON WAGE DETERMINATION)**

**3.3 SITE SPECIFIC SAFETY AND HEALTH PLAN (TO BE INCORPORATED UPON AWARD OF TASK ORDER)**

**SECTION 3 – ATTACHMENT**

**3.1 CENTER OPERATIONS DIRECTORATE (COD) MISSION UPDATE**

# COD MISSION UPDATE

## Facility Management & Operations Division Planning Schedule

Flight		Launch		Landing	Shuttle	COD Mission Manager/Alt
<b>STS-117</b>	net	<b>06/8/07</b>	-	<b>[11 days]</b>	<b>Atlantis</b>	<u>JE/LDL</u>
13A		S3/S4			OV-104	
<b>STS-118</b>	net	<b>08/9/07</b>	-	<b>[11 days]</b>	<b>Endeavour</b>	LDL/TB
13A.1		S/Hab-SM			OV-105	
<b>STS-120</b>	net	<b>10/20/07</b>	-	<b>[11 days]</b>	<b>Atlantis</b>	TB/JE
10A		Node 2			OV-104	
<b>STS-122</b>	net	<b>12/06/07</b>	-	<b>[15 days]</b>	<b>Discovery</b>	JE/LDL
1E		New Capabilities			OV-103	

**All flight dates are based on Central Standard or Daylight Time.**

**\* Indicates revision, net: no earlier than, ur: under review, tbd: to be determined**

Mission Manager/Alternate Mission Manager/Back-up Mission Manager: JE-Juan Etheridge, MM; LDL-Lance Lovejoy, AMM;  
 TB-Tom Beck, BUMM

**SECTION 3 – ATTACHMENT**

**3.2 GENERAL DECISION NUMBER: TX070125 (DAVIS-BACON WAGE DETERMINATION)**

General Decision Number: TX070125 05/11/2007 TX125

Superseded General Decision Number: TX20030125

State: Texas

Construction Type: Building

County: Harris County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories). (Use current highway general wage determination for Paving & Utilities incidental to Building Construction for Harris County

Modification Number	Publication Date
0	02/09/2007
1	02/16/2007
2	04/27/2007
3	05/11/2007

ASBE0022-002 06/01/2006

	Rates	Fringes
Asbestos Worker/Insulator (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).....	\$ 17.96	7.86

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 BOIL0074-002 08/08/2006

	Rates	Fringes
BOILERMAKER.....	\$ 23.47	13.91

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 CARP0551-001 04/01/2005

	Rates	Fringes
Carpenter (Including Acoustical Ceiling Work).....	\$ 19.50	5.93

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 ELEC0716-002 08/30/2006

Task Order NNJ07JE12T/Master IDIQ TBD  
 "Building 265 Addition"

	Rates	Fringes
Electrician (Including Pulling Wire and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers.).....	\$ 23.05	7.66

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 ELEV0031-001 01/01/2005

	Rates	Fringes
Elevator Mechanic.....	\$ 28.40	12.115+a

FOOTNOTES: a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day

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 PLAS0079-001 07/01/2004

	Rates	Fringes
Plasterer.....	\$ 19.42	1.00

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 PLUM0068-003 10/01/2006

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	\$ 25.43	8.46

\* PLUM0211-004 01/01/2007

	Rates	Fringes
Pipefitters (HVAC Pipe Only).....	\$ 24.26	9.67

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 SFTX0669-001 01/01/2005

	Rates	Fringes
Sprinkler Fitter, Fire.....	\$ 22.62	10.50

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 SHEE0054-004 04/01/2007

	Rates	Fringes
Sheet metal worker (Including HVAC Duct and System		

Task Order NNJ07JE12T/Master IDIQ TBD  
 "Building 265 Addition"

Installation)..... \$ 23.13 8.88

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 SUTX2005-010 03/24/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls Only).....	\$ 14.00	0.00
Bricklayer.....	\$ 18.00	0.00
Cement Mason/Concrete Finisher...	\$ 12.83	0.00
Drywall Finisher.....	\$ 12.13	1.01
Drywall Hanger (Includes Installing Metal Studs).....	\$ 12.96	1.59
Formbuilder/Formsetter.....	\$ 11.82	0.00
Glazier.....	\$ 14.92	2.78
Insulator (Batt and Foam).....	\$ 10.00	0.00
Ironworkers:		
Reinforcing.....	\$ 12.06	0.00
Structural.....	\$ 15.68	0.00
Laborers:		
Common.....	\$ 9.29	0.00
Mason Tender Brick.....	\$ 10.13	0.00
Mason Tender Cement.....	\$ 9.86	0.00
Pipelayer.....	\$ 12.35	0.00
Plaster Tender.....	\$ 12.90	2.51
Lather.....	\$ 16.90	3.61
Painter (Brush, Roller, and Spray).....	\$ 11.17	0.00
Pipefitters (Excluding HVAC Pipe).....	\$ 19.20	8.23
Power Equipment Operator:		
Asphalt Paver.....	\$ 13.50	0.25
Backhoe.....	\$ 12.54	0.00
Crane.....	\$ 17.95	3.56
Forklift.....	\$ 15.46	5.15
Slab & Wall Saw.....	\$ 15.54	3.83

Task Order NNJ07JE12T/Master IDIQ TBD  
"Building 265 Addition"

Roofer.....	\$ 11.51	0.57
Tile Finisher.....	\$ 12.00	0.43
Tile Setter.....	\$ 15.70	1.09
Truck Driver.....	\$ 10.78	1.57

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the

Task Order NNJ07JE12T/Master IDIQ TBD  
"Building 265 Addition"

action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Task Order NNJ07JE12T/Master IDIQ TBD  
"Building 265 Addition"

**SECTION 3 – ATTACHMENT**

**3.3 SITE SPECIFIC SAFETY AND HEALTH PLAN (TO BE INCORPORATED UPON AWARD  
OF TASK ORDER)**