ARTICLE 1. STATEMENT OF WORK

1.0 The Subcontractor shall provide supervision, labor, equipment and materials to perform **Heating, Ventilation, and Air Conditioning** (HVAC) Services at the Jet Propulsion Laboratory (JPL), Pasadena, Altadena California and Table Mountain Facility (TMF), Wrightwood, California on an as required basis. The specific work and services shall include, but are not limited to, the following:

1.1 Perform new work, maintenance, alteration and other related services. Work shall be performed by qualified employees as directed by JPL - issued Subcontract Work Orders (SWO's).

1.2 Provide all necessary equipment and company vehicles in good working condition and material in accordance with all current California Occupational Safety and Health Administration (Cal/ OSHA) Safety Requirements. This includes the most commonly used power and hand tools in the HVAC trade including equipment. Special equipment, if required and approved by JPL, may be rented and invoiced in accordance with "Timekeeping and Payments" clause in the General Provisions.

1.3 Due to the nature of the work, the subcontractor shall be available to perform services at any time as directed by JPL.

1.4 Subcontract portions of work as required; however, the subcontracted portion cannot be greater than 50% on a single SWO.

1.5 Perform all work in accordance with the State of California Subcontractor's license law with the appropriate license being held by the Subcontractor or its lower-tier subcontractors. The Subcontractor or lower-tier subcontractors shall obtain and furnish all required licenses and permits for the work by the State of California prior to any associated work being performed at JPL.

1.6 Provide a qualified working foreman for a work force of six (6) workers, and a minimum of six (6) workers available at any given time if required by JPL upon 24-hour notice. The foreman must have a minimum of six (6) years of experience in the field of HVAC services to supervise the work.

1.7 Be responsible for all costs associated with safety and health requirements including asbestos training and certification for all employees and medical surveillance as stated in the Subcontractor Environmental, Health and Safety Requirements (JPL Form 2885).

1.8 Remove and dispose of hazardous materials (e.g. paints, solvents, refrigerants, etc.) from job sites as required and in accordance with applicable safety and environmental requirements as stated in the Subcontractor Environmental, Health and Safety Requirements (JPL Form 2885). If asbestos is encountered contact the JPL Occupational Safety Program Office (OSPO) immediately.

1.9 Any work performed found not to be in accordance with JPL-provided specifications, drawings, codes, regulations or field directions shall be corrected at no additional cost to JPL.

1.10 Perform all work in accordance with the following regulations:

1.10.1 State of California Subcontractor's license law with appropriate license being held by the installing Subcontractor or lower tier Subcontractor.
1.10.2 California Building Code, Current Edition.
1.10.3 Cal OSHA rules and regulations.
1.10.4 Subcontractor employees working on JPL facilities shall wear a tee shirt or overshirt with company name.
1.10.5 Subcontractor employees and lower-tier employees working at JPL Facilities are subject to a background check performed by JPL or designated entity.

1.11 Provide as-built drawings and shop drawings for all projects performed.

2.0 All work to be performed under this Subcontract shall be directed to the Subcontractor by use of Subcontract Work Orders (SWO), in accordance with Exhibit No. 1 entitled, "Subcontract Work Order Procedure (T&M for Construction Subcontract)", dated January 1, 2012 which is attached to and made a material part of the Subcontract. The Subcontractor shall appoint a Foreman or Superintendent to be responsible for all work performed under this Subcontract, along with authority to acknowledge receipt of SWO's on behalf of the Subcontractor.

3.0 JPL will identify on the SWO any material it will furnish. Subcontractor-furnished material will be supplied and paid for as delineated in the General Provisions entitled, "TIMEKEEPING AND PAYMENTS".

4.0 Quarterly Management Review. Conduct a quarterly status review meeting with JPL at JPL's facility. The status meetings shall be attended by Subcontractor Account Manager, the Contract Technical Manager (CTM), and the Subcontracts Manager, or their alternates. The subjects of the meetings shall encompass subcontract performance, billing/invoicing, compliance, problems, and any other topics deemed important by JPL or the Subcontractor. The Subcontract Account Manager, the CTM, and the Subcontracts Manager may invite any JPL personnel or Subcontractor employees they deem necessary for the meetings. Resulting action items and minutes of status meetings shall be recorded by the Subcontracts Manager.

5.0 EXHIBITS AND ATTACHMENTS

The following Exhibits and Attachments are hereby incorporated into and made a material part of this subcontract:

5.1 Exhibit 1 – Subcontract Work Order Procedure, dated January 1, 2012.

5.2 Exhibit 2 – Subcontractor Personnel Travel Policy JPL form 7279 R 8/11.

5.3 Exhibit 3 – Subcontractor Travel Expense Report, JPL http://acquisition.jpl.nasa.gov/docs.htm

5.4 Exhibit 4 – General Wage Determinations issued under the Davis-Bacon and Related Acts Volume VII, U.S. Department of Labor, Employment Standards Administration Wage and Hour Division, and General Decision Number CA130033, Modification Number xx, Publication Date xx/xx/xxxx, as applicable to Los Angeles County.

6.0 SHIPMENT DESTINATION:

6.1 Alternative Fridays JPL will be closed except for time-critical project activities and for receiving special shipments (e.g., FEDEx, UPS, etc.). If such shipments cannot be avoided to JPL on Friday closures, they must be scheduled in advance with JPL Receiving (8:00 AM - 3:30 PM PT) at 818-354-2375 or 818-354-8511. There will be no JPL outgoing shipments.

6.2 Except as otherwise provided in this Subcontract, the place of performance under this Subcontract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109.

6.3 Except as otherwise provided in this Subcontract, the point of inspection, acceptance and delivery of all items/supplies deliverable under this Subcontract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. Any/all such supplies shall be packaged, packed, boxed, or crated in such a manner to ensure safe delivery and shall be shipped prepaid and at the Subcontractor's expense to the point of delivery.

7.0 DELIVERY REQUIREMENTS:

7.1 Time is of the essence in the performance of this Subcontract.

7.2 The **Term of this Subcontract** shall commence on xx/xx/xxxx and shall continue in effect for one (1) calendar year through xx/xx/xxxx or until the date of completion or cancellation of the effort under any SWO then outstanding, whichever is later. However, in no event shall JPL issue any SWO nor shall the Subcontractor perform work on any SWO issued after xx/xx/xxxx.