

SUBCONTRACT CHANGE ORDER

SUBCONTRACTOR CCS Joint Venture 585 Technology Park Lake Mary, FL, FL 32746 Phone: 407-829-2257 Fax: 407-829-2258	OFFICE Orlando	DATE 5/18/2010
	CONTRACT CLC/Chpl & Dom, Package 2, New VA Medical Center	NUMBER 1625500
	SUBCONTRACT WORK Chapel	CONTRACT NO 018

CHANGE ORDER NO 003	<h1>NO CHANGE TO CONTRACT PRICE</h1>	The terms and conditions of the original Subcontract for the above work shall govern this change.
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It is mutually agreed that the Subcontract between Turner Construction Company and CCS Joint Venture dated 1/25/2010 is hereby amended to include the following:

PCO	Item	Description	Amount
031	026	FAR Clause 52.222-54 Employment Eligibility Verification (Jan 2009) as stated below.	\$0.00
Total Amount of Change			\$0.00

- The purpose of this modification is to incorporate into the contract the following clause 52.222.54 as required by Executive Order 12989.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) *Definitions. As used in this clause --*

Commercially available off-the-shelf (COTS) item --

(1) *Means any item of supply that is --*

- (i) *A commercial item (as defined in paragraph (1) of the definition at 2.101);*
- (ii) *Sold in substantial quantities in the commercial marketplace; and*
- (iii) *Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and*

(2) *Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.*

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee --

- (1) *Normally performs support work, such as indirect or overhead functions; and*
- (2) *Does not perform any substantial duties applicable to the contract.*

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

- (1) **If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –**
- (i) **Enroll.** Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section; and
 - (iii) **Verify employees assigned to the contract.** For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) **If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –**
- (i) **All new Employees**
 - (A) **Enrolled 90 calendar days or more.** The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) **Enrolled less than 90 calendar days.** Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (ii) **Employees assigned to the contract.** For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) **If the Contractor is an institution of higher education (as defined as 20 U.S.C. 1001 (a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.**
- (4) **Option to verify employment eligibility of all employees.** The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract.

The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of –

- (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) of the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –
- (1) Is for –
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item), or
 - (ii) Construction;
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

(End of Clause)

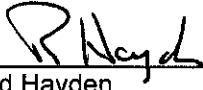
At a minimum, you are required to provide the following within 30 calendar days of the date of this change order. This data is to be sent to Turner Construction Company, 13800 Veterans Way, Suite 102, Orlando, Florida 32827, to the attention of Richard Hayden.

- 1) Provide a copy of your contract document page which incorporates FAR 52.222-54 into each of your lower tier subcontractor agreements (all tiers).
- 2) Provide a copy of your (and all subcontractor tiers below you) "Maintain Company" page. This page can be printed directly from the E-Verify web site.
- 3) With each monthly Pay Application that you submit to Turner Construction Company, provide written certification that you and all your lower tier subcontractors are E-Verify compliant.

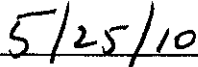
Please note that all other terms and conditions of the Subcontract remain unchanged, including those related to schedule and Time of Completion, provided that any schedule referred in the Subcontract shall instead refer to the current project schedule; and Subcontractor agrees that all costs to satisfy said terms and conditions with the inclusion of the adjusted scope of work as set forth by this Change Order are included within the lump sum Change Order amount stated herein.

In consideration of the above, the amount of your Subcontract will NOT CHANGE.

Turner Construction Company



Richard Hayden
Senior Project Manager



Date Signed

Distribution: PX, PE, Sup't, Acct, Cost, Purchasing Agent, File