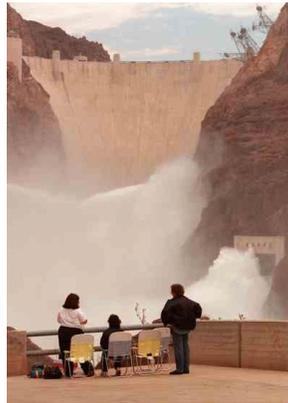




Solicitation No. 01-SI-30-0079  
VOLUME 1 of 2

## **Units N-1 and N-3 Eductor Replacement Lower Nevada Penstock**



### **Hoover Dam Boulder Canyon Project Arizona - Nevada**

Lower Colorado Regional Office  
Boulder City, Nevada  
2001

United States Department of the Interior  
Bureau of Reclamation



[www.lc.usbr.gov/~g3100](http://www.lc.usbr.gov/~g3100)



F. Description of the Changes:

2. In Section J, Attachment No. 1, remove Department of Labor Wage Determination No. NV000005, Modification No. 2, dated 06/22/2001, and replace with the attached revised Wage Determination No. NV010005, Modification No. 3, dated 07/13/2001.

## FOREWORD

Work to be performed under this solicitation consists of removing and replacing the unit cooling water eductor systems for Unit N-1 and Unit N-3 in the Nevada Powerplant. The work includes the complete removal and disposal of the existing eductors, strainers, valves, and piping. The Contractor will then install and test the new systems such that they are complete and operational systems as herein specified. Portions of the equipment and materials will be Government-furnished. The eductor systems are located on the first floor of the Nevada Powerplant with piping extending up two levels.

The work is located at Hoover Dam, on the Colorado River, approximately 7 miles northeast of Boulder City, Nevada, and 32 miles from Las Vegas, Nevada, in Clark County, Nevada

It is strongly recommended that the offeror make a site visit to examine the location of the work. Access to the worksite is very limited and conditions at the site will affect the Contractor's operations.

**THE SOLICITATION DOCUMENTS ARE ALSO AVAILABLE FROM THE BUREAU OF RECLAMATION, LOWER COLORADO REGION, CONTRACTS TEAM WEB SITE. THE FILES ARE IN ADOBE ACROBAT PDF FORMAT. THE INTERNET ADDRESS OF THE PAGE FOR THIS PRODUCT IS <http://www.lc.usbr.gov/~g3100/con0079.html>**

**FOR INFORMATION REGARDING BUREAU OF RECLAMATION'S PUBLICATION "RECLAMATION SAFETY AND HEALTH STANDARDS," (1993 EDITION) WHICH IS APPLICABLE TO WORK UNDER THIS CONTRACT, SEE CLAUSE AT "WBR 1452.223-81 SAFETY AND HEALTH." THE CONTRACTOR MAY ALSO DOWNLOAD THE ELECTRONIC VERSION OF THE RSHS MANUAL AT NO CHARGE FROM THE LOWER COLORADO REGION'S WEB SITE AT <http://www.lc.usbr.gov/~g3100/pdf/rshs.pdf>.**

**TO VISIT THE SITE THE OFFEROR SHOULD COMMUNICATE WITH MR. ART CARVAJAL, LOWER COLORADO REGIONAL OFFICE, FIELD ENGINEERING GROUP, TELEPHONE: (702) 293-8589 or 293-8698.**

For the date and time of offer submission, see "Solicitation, Offer, and Award," Standard Form 1442, immediately following the "Table of Contents."

This acquisition is being procured under Federal Acquisition Regulations Part 14, Sealed Bidding. See the provisions in Section L that include Instructions, Conditions, and Notices to Offerors and in Section M for the Evaluation Factors for Award.

**WBR 1452.222-901 NON-DISCRIMINATION NOTICE TO U.S. DEPARTMENT OF THE INTERIOR CONTRACTORS, SUBCONTRACTORS, AND LESSORS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (DEC 1999)**

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

**TABLE OF CONTENTS**

FOREWORD

TABLE OF CONTENTS ..... i - vii

**SECTION A -- SOLICITATION, OFFER, AND AWARD (STANDARD FORM 1442)**

PART I - THE SCHEDULE

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 WBR 1452.214-908 THE REQUIREMENTS--BUREAU OF RECLAMATION--  
LOWER COLORADO REGION (NOV 1996) ..... B - 1

B.2 THE SCHEDULE ..... B - 1

**SECTION C -- STATEMENT OF WORK**

SUBSECTION C.1 - GENERAL REQUIREMENTS ..... C - 1

C.1.1. The Requirement ..... C - 1

C.1.2. Description of the Work ..... C - 1

C.1.3. Submittal Requirements ..... C - 1

SUBSECTION C.2 - MATERIALS ..... C - 7

C.2.1. Government-Furnished Equipment and Materials ..... C - 7

C.2.2. Materials to be Furnished by the Contractor ..... C - 7

C.2.3. Materials and Workmanship ..... C - 8

C.2.4. Reference Specifications and Standards ..... C - 9

SUBSECTION C.3 - LOCAL CONDITIONS ..... C - 11

C.3.1. Investigation of Site Conditions ..... C - 11

C.3.2. Access to the Work and Haul Route ..... C - 11

C.3.3. Security and Identification of Employees ..... C - 12

C.3.4. Protection of Existing Installations ..... C - 13

C.3.5. Government-Furnished Sanitary and Compressed Air Facilities ..... C - 14

C.3.6. Electric Power for Construction Purposes ..... C - 14

C.3.7. Water for Construction Purposes ..... C - 14

SUBSECTION C.4 - SAFETY ..... C - 16

C.4.1. Safety of the Public ..... C - 16

C.4.2. Safety and Health Requirements ..... C - 16

C.4.3. Submission of Material Safety Data Sheets for Hazardous Materials ..... C - 17

SUBSECTION C.5 - ENVIRONMENTAL QUALITY PROTECTION ..... C - 19

C.5.1. Prevention of Water Pollution ..... C - 19

C.5.2. Abatement of Air Pollution ..... C - 20

C.5.3. Noise Abatement . . . . .	C - 20
C.5.4. Cleanup and Disposal of Waste Materials . . . . .	C - 20
<b>SUBSECTION C.6 - PIPING, VALVES, STRAINERS AND EDUCTORS . . . . .</b>	<b>C - 22</b>
C.6.1. Piping, Valves, Strainers, and Eductors . . . . .	C - 22
C.6.2. Testing of the Eductor Systems . . . . .	C - 25
C.6.3. Identification of the Eductor Systems . . . . .	C - 26
C.6.4. Pipe Hangers and Supports . . . . .	C - 26
<b>SUBSECTION C.7 - ELECTRICAL . . . . .</b>	<b>C - 28</b>
C.7.1. Electrical, Unit N1 . . . . .	C - 28
C.7.2. Electrical, Unit N3 . . . . .	C - 30
<b>SUBSECTION C.8 - COATING . . . . .</b>	<b>C - 33</b>
C.8.1. Coating, General . . . . .	C - 33
C.8.2. Coatings, Tabulations and Categories . . . . .	C - 40
C.8.3. Color Schedule . . . . .	C - 51
<b>SUBSECTION C.9.1 - DRAWINGS . . . . .</b>	<b>C - 52</b>
C.9.1. Drawings, General . . . . .	C - 52
C.9.2. List of Drawings . . . . .	C - 53

## **SECTION D - PACKAGING AND MARKING**

(There are no clauses included in this section.)

## **SECTION E - INSPECTION AND ACCEPTANCE**

E.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) . . . . .	E-1
	52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) . . . . .	E-1

## **SECTION F - DELIVERIES OR PERFORMANCE**

F.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) . . . . .	F-1
	52.242-14 SUSPENSION OF WORK (APR 1984) . . . . .	F-1
F.2	52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984) . . . . .	F-1
F.3	52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000) . . . . .	F-1

## **SECTION G - CONTRACT ADMINISTRATION DATA**

G.1	WBR 1452.242-900 GOVERNMENT ADMINISTRATION PERSONNEL-- BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUL 1998) . . . . .	G-1
G.2	WBR 1452.242-901 CONTRACTOR'S ADMINISTRATION PERSONNEL-- BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUL 1998) . . . . .	G-1
G.3	WBR 1452.242-902 CONTRACTOR'S PAYMENT PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996) . . . . .	G-1
G.4	WBR 1452.232-903 INVOICE SUBMISSION REQUIREMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996) . . . . .	G-2
G.5	WBR 1452.242-80 POSTAWARD CONFERENCE--BUREAU OF RECLAMATION (JUL 1993) . . . . .	G-2

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

(There are no clauses included in this section.)

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES**

I.1	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	I-1
	52.202-1	DEFINITIONS (MAR 2001) ALTERNATE I (MAR 2001)	I-1
	52.203-3	GRATUITIES (APR 1984)	I-1
	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)	I-1
	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)	I-1
	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-1
	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-1
	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)	I-1
	52.204-2	SECURITY REQUIREMENTS (AUG 1996) ALTERNATE II (APR 1984)	I-1
	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	I-1
	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)	I-1
	52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	I-1
	52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)	I-1
	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	I-1
	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)	I-1
	52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)	I-1
	52.222-3	CONVICT LABOR (AUG 1996)	I-1
	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-- OVERTIME COMPENSATION (SEPT 2000)	I-1
	52.222-6	DAVIS-BACON ACT (FEB 1995)	I-1
	52.222-7	WITHHOLDING OF FUNDS (FEB 1988)	I-1
	52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)	I-1
	52.222-9	APPRENTICES AND TRAINEES (FEB 1988)	I-1
	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)	I-2
	52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)	I-2
	52.222-12	CONTRACT TERMINATION-DEBARMENT (FEB 1988)	I-2
	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)	I-2
	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)	I-2
	52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)	I-2

52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) . . . . .	I-2
52.222-26	EQUAL OPPORTUNITY (FEB 1999) . . . . .	I-2
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999) . . . . .	I-2
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1998) . . . . .	I-2
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JUN 1998) . . . . .	I-2
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) . . . . .	I-2
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995) . . . . .	I-2
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) . . . . .	I-2
52.223-6	DRUG-FREE WORKPLACE (MAY 2001) . . . . .	I-2
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) . . . . .	I-2
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000) . . .	I-2
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995) . . . . .	I-2
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984) . . . .	I-2
52.228-1	BID GUARANTEE (SEP 1996) . . . . .	I-2
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997) . . . . .	I-2
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) . . . . .	I-2
52.228-11	PLEDGES OF ASSETS (FEB 1992) . . . . .	I-2
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995) . . . . .	I-2
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999) . . . . .	I-2
52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JULY 2000) . . . . .	I-2
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) . . . . .	I-2
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984) . . . . .	I-2
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997) . . . . .	I-2
52.232-17	INTEREST (JUNE 1996) . . . . .	I-2
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) . . . . .	I-2
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001) . . . . .	I-2
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) . . . . .	I-3
52.233-1	DISPUTES (DEC 1998) ALTERNATE I (DEC 1991) . . . . .	I-3
52.233-3	PROTEST AFTER AWARD (AUG 1996) . . . . .	I-3
52.236-2	DIFFERING SITE CONDITIONS (APR 1984) . . . . .	I-3
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) . . . . .	I-3
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984) . . . . .	I-3
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) . . . . .	I-3

52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991) .....	I-3
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) .....	I-3
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984) .....	I-3
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) .....	I-3
52.236-12	CLEANING UP (APR 1984) .....	I-3
52.236-13	ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991) .....	I-3
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) .....	I-3
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) .....	I-3
52.236-17	LAYOUT OF WORK (APR 1984) .....	I-3
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984) .....	I-3
52.248-3	VALUE ENGINEERING-CONSTRUCTION (FEB 2000) .....	I-3
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995) .....	I-3
52.242-13	BANKRUPTCY (JUL 1995) .....	I-3
52.243-4	CHANGES (AUG 1987) .....	I-3
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984) .....	I-3
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994) .....	I-3
52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED- PRICE) (SEP 1996) ALTERNATE I (SEP 1996) .....	I-3
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) .....	I-3
52.253-1	COMPUTER GENERATED FORMS (JAN 1991) .....	I-3
WBR	1452.201-80 AUTHORITIES AND LIMITATIONS-BUREAU OF RECLAMATION (JUL 1993) .....	I-3
I.2	52.225-9 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM-CONSTRUCTION MATERIALS (FEB 2000) .....	I-4
I.3	52.236-8 OTHER CONTRACTS (APR 1984) DEVIATION .....	I-7
I.4	52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998) .....	I-7
I.5	52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) .....	I-8
I.6	1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR (JUL 1996) .....	I-8
I.7	WBR 1452.223-82 PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE- BUREAU OF RECLAMATION (OCT 1998) .....	I-8
I.8	1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR (JUL 1996) .....	I-8
I.9	WBR 1452.228-901 PERFORMANCE AND PAYMENT BOND REQUIREMENTS FOR WORK REQUIRED UNDER SEPARATE SCHEDULES-BUREAU OF RECLAMATION- LOWER COLORADO REGION (NOV 1996) .....	I-9
I.10	WBR 1452.232-80 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)- BUREAU OF RECLAMATION (MAY 2000) .....	I-10
I.11	WBR 1452.232-81 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK- BUREAU OF RECLAMATION (MAY 2000) .....	I-12
I.12	WBR 1452.228-84 CERTIFICATION OF REPRESENTATIVES FOR CORPORATE SURETIES--BUREAU OF RECLAMATION (SEP 1996) .....	I-14
I.13	WBR 1452.231-81 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE-BUREAU OF RECLAMATION (JUL 1998) .....	I-14
I.14	WBR 1452.236-84 PRESERVATION OF CULTURAL RESOURCES- BUREAU OF RECLAMATION (FEB 2000) .....	I-16

I.15 WBR 1452.236-904 AVAILABILITY AND USE OF UTILITY SERVICES–  
BUREAU OF RECLAMATION–LOWER COLORADO REGION  
(NOV 1996) ..... I-18

I.16 WBR 1452.243-80 MODIFICATION PROPOSALS--BUREAU OF  
RECLAMATION (FEB 2000) ALTERNATE III (JUL 1998) ..... I-19

I.17 WBR 1452.214-910 ORDER OF PRECEDENCE–DRAWINGS–BUREAU OF  
RECLAMATION–LOWER COLORADO REGION (NOV 1996) ..... I-20

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**SECTION J - LIST OF ATTACHMENTS**

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS  
**(THIS SECTION WILL BE REMOVED FROM THE CONTRACT DOCUMENT)**

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998) ..... K-1

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)  
(MAY 1999) ..... K-1

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) ..... K-1

K.2 WBR 1452.209-900 BIDDER RESPONSIBILITY DATA–BUREAU OF  
RECLAMATION–LOWER COLORADO REGION (NOV 1996) ..... K-1

K.3 1452.225-70 USE OF FOREIGN CONSTRUCTION MATERIALS–DEPARTMENT  
OF THE INTERIOR (JUL 1996) ..... K-4

K.4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION  
(APR 1985) ..... K-4

K.5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) ..... K-5

K.6 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)  
(MAY 1999) ..... K-7

K.7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY  
MATTERS (MAR 1996) ..... K-7

K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)  
ALTERNATE I (OCT 2000) ..... K-8

K.9 52.219-2 EQUAL LOW BIDS (OCT 1995) ..... K-10

K.10 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE  
SMALL BUSINESS COMPETITIVENESS DEMONSTRATION  
PROGRAM (OCT 2000) ..... K-11

K.11 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR  
TARGETED INDUSTRY CATEGORIES UNDER THE SMALL  
BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM  
(MAY 1999) ..... K-12

K.12 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ..... K-13

K.13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999) ..... K-14

K.14	52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) . . . . .	K-14
K.15	WBR	1452.225-903 OFFERS BASED ON FOREIGN CONSTRUCTION MATERIALS–BUREAU OF RECLAMATION–LOWER COLORADO REGION (NOV 1996) . . . . .	K-14

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**  
**(THIS SECTION WILL BE REMOVED FROM THE CONTRACT DOCUMENT)**

L.1	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) . . . . .	L-1
	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999) . . . . .	L-1
	52.211-6	BRAND NAME OR EQUAL (AUG 1999) (DEVIATION) . . . . .	L-1
	52.214-1	SOLICITATION DEFINITIONS–SEALED BIDDING (JUL 1987) . . . . .	L-1
	52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989) . . . . .	L-1
	52.214-4	FALSE STATEMENTS IN BIDS (APR 1984) . . . . .	L-1
	52.214-5	SUBMISSION OF BIDS (MAR 1997) . . . . .	L-1
	52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984) . . . . .	L-1
	52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999) . . . . .	L-1
	52.214-18	PREPARATION OF BIDS–CONSTRUCTION (APR 1984) . . . . .	L-1
	52.214-19	CONTRACT AWARD–SEALED BIDDING–CONSTRUCTION (AUG 1996) . . . . .	L-1
	52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) . . . . .	L-1
	WBR	1452.233-82 NOTICE OF PROPOSED PARTNERING–BUREAU OF RECLAMATION (MAY 1994) . . . . .	L-1
L.2	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998) . . . . .	L-4
L.3	52.211-3	AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988) . . . . .	L-5
L.4	WBR	1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES–BUREAU OF RECLAMATION (MAR 1993) . . . . .	L-8
L.5	52.233-2	SERVICE OF PROTEST (AUG 1996) DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION) . . . . .	L-9
L.6	52.225-10	NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT–CONSTRUCTION MATERIALS (FEB 2000) . . . . .	L-9
L.7	WBR	1452.233-80 AGENCY PROCUREMENT PROTESTS--BUREAU OF RECLAMATION (SEP 1997) . . . . .	L-10

L.8 WBR 1452.236-85 INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK SCHEDULE LINE ITEM–BUREAU OF RECLAMATION (MAY 2000) . . . . . L-11

L.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) . . . . . L-11

**SECTION M - EVALUATION FACTORS FOR AWARD**  
*(THIS SECTION WILL BE REMOVED FROM THE CONTRACT DOCUMENT)*

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) . . . . . M-1

1452.225-82 NOTICE OF TRADE AGREEMENTS ACT EVALUATIONS (JUN 2000) . . . . . M-1

M.2 WBR 1452.214-900 BASIS OF AWARD–BUREAU OF RECLAMATION–LOWER COLORADO REGION (APR 1998) . . . . . M-1

M.3 WBR 1452.225-900 EVALUATION OF CONSTRUCTION MATERIALS UNDER THE BUY AMERICAN ACT–BUREAU OF RECLAMATION–LOWER COLORADO REGION (FEB 2000) . . . . . M-1

## SECTION A - SOLICITATION, OFFER, AND AWARD (Standard Form 1442)

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	<b>01-SI-30-0079</b>	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	July 13, 2001	12		167
<b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror.						
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.			
7. ISSUED BY	CODE	8. IF MAILED BY U.S. POSTAL SERVICE (USPS), ADDRESS OFFER TO				
<b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470</b>	LC-3114	<b>Bureau of Reclamation Lower Colorado Region P.O. Box 61470 (Attn: LC-3114) Boulder City NV 89006-1470</b>			IF OFFER MAILED BY OTHER THAN USPS, SEE MAILING INSTRUCTIONS IN ITEM 10.	
9. FOR INFORMATION CALL:	A. NAME		B. TELEPHONE NO. (NO COLLECT CALLS)			
	<b>Sherry Gossett</b>		<b>(702) 293-8653</b>			

**SOLICITATION****NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

**01-SI-30-0079—Units N-1 and N-3 Eductor Replacement, Lower Nevada Penstock, Hoover Dam, Boulder Canyon Project, Arizona - Nevada**

Offers will be received by the Bureau of Reclamation at the Lower Colorado Regional Office, Annex Building, Room AA-105, Nevada Highway &amp; Park Street, Boulder City, Nevada.

Express-mailed offers should be addressed to the Bureau of Reclamation, Lower Colorado Regional Office, Attention: LC-3114, 400 Railroad Avenue, Boulder City, Nevada 89005. Offers mailed via the United States Postal Service should be mailed at least 5 days prior to the date offers are due and addressed as indicated in item 8 above.

Hand-carried offers should be delivered to the Bureau of Reclamation, Lower Colorado Regional Office, Nevada Highway and Park Street, Annex Building, Room AA-105, Boulder City, Nevada.

Estimated Cost Range of this Project: Between \$250,000 and \$500,000.

**THE AWARD FOR THIS SOLICITATION WILL BE MADE PURSUANT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.**

11. The Contractor shall begin performance within <u>14</u> calendar days and complete it within <u>165</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Paragraph F.2)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO *** REQUIRED ONLY IF BID PRICE EXCEEDS \$100,000***	12B. CALENDAR DAYS  <b>15</b>

## 13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and zero (0) copies to perform the work required are due at the place specified in Item 8 by 2:00 pm local time August 13, 2001. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required. \*\*\* REQUIRED ONLY IF BID PRICE EXCEEDS \$100,000\*\*\*

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
CEC No.: CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS   ▶   **SEE BIDDING SCHEDULE**

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.												
DATE												

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	▶	ITEM <b>See Par. G.5</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )
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26. ADMINISTERED BY U.S. Department of the Interior Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City, Nevada 89006-1470	CODE	LC-3130	27. PAYMENT WILL BE MADE BY U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 2705 Denver CO 80235-0045	CODE	D-7734
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.)  
Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY	31C. AWARD DATE
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## **PART I - THE SCHEDULE**

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 WBR 1452.214-908 THE REQUIREMENTS–BUREAU OF RECLAMATION–LOWER COLORADO REGION (NOV 1996)

- (a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.
- (b) Bidders are cautioned to carefully review the bid submission requirements contained in Section L. Failure to comply with these requirements may result in a bid being declared nonresponsive.
- (c) Bids will be considered for award on the (1) and (2) price schedules in Paragraph B.2, but no bid will be considered for award for only a part of the schedules or a part of any single schedule. Bids for only a part of the schedules or parts of a single schedule will be considered nonresponsive and will be rejected.
- (d) Bidders shall complete the bidding schedules (1) and (2) in Section B and furnish any additional information required in Section B, as applicable.
- (e) No drawings or descriptive literature are required to be submitted with the bid.
- (f) The Section H clause entitled "Payment for Mobilization and Preparatory Work" applies to Schedule items 1(a) and 1(b) for Mobilization and Preparatory Work.
- (g) **IMPORTANT NOTE:** The requirement for submission of a bid guarantee and performance and payment bonds is only applicable to bids in excess of \$100,000.

### B.2 THE SCHEDULE

#### (a) Price Schedule 1

ITEM	WORK OR MATERIAL	QUANTITY AND UNIT PRICE	AMOUNT
1(a)	Mobilization and preparatory work, Unit N1	for the lump sum of	\$ _____
2(a)	Disassembling, removing and disposing of existing cooling water eductor system, Unit N1	for the lump sum of	\$ _____
3(a)	Installing Government-furnished equipment and materials, Unit N1	for the lump sum of	\$ _____
4(a)	Furnishing and installing piping, assembling eductor system, and testing of completed system, Unit N1	for the lump sum of	\$ _____
TOTAL FOR PRICE SCHEDULE 1			\$ _____

## (b) Price Schedule 2

ITEM	WORK OR MATERIAL	QUANTITY AND UNIT PRICE	AMOUNT
1(b)	Mobilization and preparatory work, Unit N3	for the lump sum of	\$ _____
2(b)	Disassembling, removing and disposing of existing cooling water eductor system, Unit N3	for the lump sum of	\$ _____
3(b)	Installing Government-furnished equipment and materials, Unit N3	for the lump sum of	\$ _____
4(b)	Furnishing and installing piping, assembling eductor system, and testing of completed system, Unit N3	for the lump sum of	\$ _____
TOTAL FOR PRICE SCHEDULE 2			\$ _____
GRAND TOTAL FOR PRICE SCHEDULES 1 AND 2			\$ _____

## **SECTION C -STATEMENT OF WORK**

### **SUBSECTION C.1 - GENERAL REQUIREMENTS**

#### **C.1.1. The Requirement**

It is required there be constructed and completed, in accordance with the contract provisions and clauses, these specifications, and the attached drawings, Unit N-1 and Unit N-3 Eductor Systems Replacements, Lower Nevada Penstock, Boulder Canyon Project, Hoover Dam, Arizona-Nevada.

The work is located at Hoover Dam, on the Colorado River, approximately 7 miles, via U.S. Highway 93, northeast of Boulder City, Nevada, and 32 miles southeast of Las Vegas, Nevada, in Clark County, Nevada, and in Mohave County, Arizona.

#### **C.1.2. Description of the Work**

The principal components of the work to be performed under these specifications on Unit N-1 and Unit N-3 include the following:

- a. Remove and dispose of the existing cooling water eductor systems.
- b. Furnish and install new cooling water eductor systems including piping, eductors, strainers, and controls. Portions of the equipment and materials will be Government-furnished.
- c. Test the new eductor systems.

It is strongly recommended that the offeror make a site visit to examine the location of the work. Access to the worksite is very limited and conditions at the site will affect the Contractor's operations.

#### **C.1.3. Submittal Requirements**

- a. General.--The Contractor shall furnish all materials to the Government, in accordance with this paragraph, Table 1A (List of Submittals), and the requirements in the provisions, clauses, and paragraphs of this solicitation.

The word "submittals" shall be interpreted to include drawings, data, manuals, certifications, samples, color chips or charts, brochures, and other items furnished by the Contractor for approval, informational, or other purposes.

- b. List of submittals.--Table 1A (List of Submittals), lists the submittals required by this contract except those submittals which are required conditionally, required by entities other than the Bureau of Reclamation, or which are periodic in nature. Any submittal required to be

submitted by the Contractor but which is not listed in the table shall be submitted in accordance with the applicable requirements of this contract. In case of a conflict between the requirements of this paragraph and the requirements included elsewhere in this contract, the requirements elsewhere shall take precedence over the requirements contained in this paragraph.

c. Submittals.--Each item in Table 1A (List of Submittals) has been assigned an RSN (Required Submittal Number). Each submittal by the Contractor shall include all materials required for one RSN under cover of a transmittal letter. Or, at the Contractor's option, all materials required for more than one RSN may be submitted under cover of the same transmittal letter provided they are required by the same responsible code. The Contractor's transmittal letter shall also include the following:

- (1) Reference to Bureau of Reclamation contract numbers.
- (2) Complete list of RSN(s) for which material is being submitted.
- (3) Identification of responsible code for each RSN as listed in Table 1A (List of Submittals).
- (4) List of materials being submitted under each RSN.
- (5) Identification of the submittal as an original submittal for the RSN(s) or a resubmittal.

Each drawing submitted by the Contractor shall have the Contractor's or supplier's title and drawing number on it. Drawings and data shall be marked with the Bureau of Reclamation contract number and the contract schedule item number.

Data required for commercial products or equipment shall be marked to indicate complete identifying data giving the manufacturer's name, type, model, size, and characteristics of the product or equipment.

When a catalog item is submitted, the particular item to be furnished shall be underlined or marked. The data shall be comprehensive and shall fully demonstrate that the material or equipment meets the requirements of the specifications.

Submittals that require certification by a registered professional shall be signed and sealed.

d. Review of submittals furnished for approval.--The time required for review of submittals furnished for approval as specified herein will not begin until the Government receives complete sets of all the submittal materials required for that RSN.

The Government will require 14 calendar days for review of submittals furnished by the Contractor for approval and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision. If

the Government uses time in excess of the above-stated number of days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for delivery of the materials or equipment affected by such excess time, to the extent it is demonstrated that the excess time caused delay: Provided, that if the review of two or more separate submittals or resubmittals is late and results in concurrent days of excess time, such days will be counted only once in computing an extension of the delivery date: Provided further that if the Contractor fails to follow the submittal schedule for the submittals required for approval as specified in Table 1A (List of Submittals) in this paragraph and does not make approval submittals in the sequence and within the periods specified in Table 1A (List of Submittals), thus resulting in the Government receiving incomplete submittals, submittals not in the necessary sequence, or submittals behind schedule, which precludes the Government from approving or considering for approval such submittals within the foregoing 14-day period, then the Contractor shall not be entitled to an extension of time allowed for delivery of the materials or equipment. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date that the drawings or data are received by the Government and will extend through the date of return mailing to the Contractor.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor approved, not approved, or conditionally approved, and also marked to indicate changes if required. Submittals that are not approved or require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision dates. All requirements specified for the original submittal shall apply to any resubmittals required.

e. Addresses.--The Contractor shall submit the submittals to the applicable addresses listed below as required by Table 1A (List of Submittals).

The Contractor shall also send a copy of the transmittal letter to each of the addresses below that is not sent the submittal.

Submittals shall be submitted as required by Table 1A (List of Submittals) to:

- (1) Bureau of Reclamation  
Lower Colorado Regional Office  
Contracting Officer, Attn: LC-3130  
P.O. Box 61470  
Boulder City, Nevada 89006-1470
  
- (2) Bureau of Reclamation  
Regional Engineer, Attn: LC-6000  
P.O. Box 61470  
Boulder City, Nevada 89006-1470

f. Cost.--Unless otherwise specified, no separate payment will be made for preparing and furnishing submittals to the Government, and the cost thereof shall be included in the prices offered in the schedule for the applicable items of work requiring the submittals or other items of work.

Table 1A - List of Submittals

RSN	Item	Reference provision, clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
001	Bonds.	WBR 1452.228-81	CO	Performance and payment bonds.	1	0	Within 14 calendar days after award of contract.
002	Safety data.	WBR 1452.223-900	CO	Experience Modification Rate for Worker's Compensation Insurance; Log and Summary of Occupational Injuries and Illnesses; death and lost workday severity incidence rate	1	0	Within 20 calendar days from the date of receipt of Notice of Award.
003	Safety and Health.	WBR 1452.223-81 & C.4.2	RE	Safety program	0	1	Submitted and accepted before commencing onsite work. See section 2 of Reclamation Safety and Health Standards.
004	Insurance - work on a Government installation.	52.228-5	CO	(1) Written certification that the required insurance has been obtained.	1	0	Before commencing work under the contract
				(2) Current certification of insurance for each subcontractor	1	0	At least 5 days before entry of subcontractor's personnel on the Government installation
005	Liability insurance.	DOI 1452.228-70	CO	Acceptable evidence showing that insurance has been obtained	1	0	Prior to commencement of work under this contract
006	Accident prevention.	52.236-13	CO	Accident exposure data	1	0	As prescribed by the Contracting Officer
007	Construction schedule	52.236-15	RE	Blackline prints	1	1	Within 5 days after work commences on the contract or another period of time as determined by the Contracting Officer  As directed by the Contracting Officer  As deemed necessary by the Contracting Officer
	(1) Practicable schedule						
	(2) Annotated schedule showing actual progress			RE	1	1	
	(3) Supplementary schedule or schedules		RE	1	1		

RSN	Item	Reference provision, clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
008	Payment (electronic funds transfer).	52.232-34	CO	Payment information.	1	0	After award, but no later than 14 days before an invoice or contract financing request is submitted.
009	Equal opportunity.	52.222-26	CO	Information required by Executive Order 11246 (SF 100).	1	0	Within 30 calendar days after award of contract.
010	Subcontracts (Labor Standards).	52.222-11	CO	(1) List of subcontracts.  (2) Statement and Acknowledgment Form (SF 1413) for each subcontract.	1	1	Within 14 days after award of contract and within 14 days after award of any subcontracts.
011	Materials to be furnished by the Contractor.	C.2.2.	RE	Purchase Orders between Contractor and vendors for equipment and materials	0	3	At the time of issuance.
012	Hazardous materials.	C.4.3.	RE	Material safety data sheets (MSDS)	1	1	Not less than 30 days prior to jobsite delivery of each hazardous material.
013	Paint and coating materials	C.8	RE	Purchase orders, certifications, paint manufacturer's composition data, and samples	0	3	Not less than 30 days prior to use of the associated paint and coating materials
014	Coating Applicator Qualifications	C.8	RE	Written evidence that each coating applicator meets the special standards of responsibility	0	3	Not less than 30 days prior to use of the associated paint and coating materials
015	Pipe	C.6.1.b.	RE	Shop drawings	0	5	Before fabrication or procurement
016	Systems	C.6.1.b.	RE	As-built drawings	0	5	Not more than 14 days after completion of all work
017	Welded Pipe Joints	C.6.1.d.(3)	RE	Welder's certification	0	3	Before welding commences
018	Release of claims.	DOI 1452.204-70	CO	Release of claims (DI-137) against the United States	1	1	After completion of the work and prior to final payment

\* CO indicates Contracting Officer and RE indicates Regional Engineer. For mailing addresses, see subparagraph entitled "Addresses" or paragraph entitled "Submittal Requirements."

## **SUBSECTION C.2 - MATERIALS**

### **C.2.1. Government-Furnished Equipment and Materials**

The Government shall furnish, without cost to the contractor, the following equipment and materials at the worksite. **Note:** The following material lists are for one (1) eductor system only. The total amount of equipment and materials the Government shall furnish will be double: one (1) complete list for Unit N1 eductor system and one (1) complete list for Unit N3 eductor system.

- a. Mechanical. -
  1. Two (2) eductors;
  2. Two (2) strainers;
  3. Two (2) 6-inch, 300 lbs., high pressure ball valves with wheel-operators;
  4. One (1) 6-inch, 150 lbs., butterfly valve with wheel-operator;
  5. Three (3) 10-inch, 150 lbs., butterfly valves with wheel-operators;
  6. Five (5) 10-inch, 150 lbs., butterfly valves with chain-operators;
  7. One (1) 12-inch, 150 lbs., butterfly valve with wheel-operator;
  8. Four (4) 12-inch, 150 lbs., dual-connected butterfly valves with wheel operators (for strainers); and
  9. One (1) 14-inch, 150 lbs., butterfly valve with wheel operator.
  
- b. Electrical. -
  1. One (1) 30x24x12-inch fiberglass control cabinet;
  2. One (1) 24x19x10-inch fiberglass terminal cabinet;
  3. One (1) steel panel for the 30x24 cabinet;
  4. Two (2) Beau series 76000 terminal blocks, 4 point;
  5. Four (4) Beau series 76000 terminal blocks, 12 point;
  6. Two (2) P&S contactor and enclosure, 3 pole 3 phase;
  7. Three (3) GE Type EB-25 terminal blocks, 12 point;
  8. Four (4) ET-16 indicating lamps with LED lights; and
  9. One (1) Electros witch type W-2 selector switch.

### **C.2.2. Materials to be Furnished by the Contractor**

- a. General.--The Contractor shall furnish all remaining materials required for completion of the work.

The words "material" or "materials" as used in these specifications to denote items furnished by the Contractor shall be construed to mean equipment, machinery, product, component, or any other item required to be incorporated in the work.

When a separate item which includes the furnishing of any material is provided in the schedule, the cost of furnishing, hauling, storing, and handling shall be included in the price offered for that item. When a separate item is not provided in the schedule for furnishing any

material required to be furnished by the Contractor, the cost of furnishing, hauling, storing, and handling shall be included in the price offered for the work for which the material is required.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. The Contractor shall make diligent effort to procure the specified materials from any and all sources, but when materials required by these specifications are unavailable, substitute materials may be used provided: That no substitute materials shall be used without prior written approval of the Contracting Officer, said written approval to state the amount of the adjustment, if any, to be made in favor of the Government. The Contracting Officer's determination as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. If the substitute materials approved are of less value to the Government or involve less cost to the Contractor than the materials specified, an adjustment shall be made in favor of the Government, and where the amount involved or the importance of the substitution warrants, a deductive modification to the contract will be issued. No payments in excess of prices offered in the schedule will be made because of substitution of one material for another or because of the use of one alternate material in place of another.

b. Inspection of materials.--Materials furnished by the Contractor, which will become part of the completed construction work, shall be subject to inspection in accordance with clauses entitled "Materials and Workmanship" and "Inspection of Construction" at any one or more of the following locations, as determined by the Contracting Officer: at the place of production or manufacture, at the shipping point, or at the site of the work. To allow sufficient time to provide for inspection, the Contractor shall submit to the Contracting Officer, at the time of issuance, copies in triplicate of purchase orders, including drawings and other pertinent information, covering materials on which inspection will be made as advised by the Contracting Officer, or shall submit other evidence in the event such purchase orders are issued verbally or by letter.

The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not be construed as being conclusive as to whether the materials and equipment conform to the contract requirements under the clause entitled "Inspection of Construction," nor shall the Contractor be relieved thereby of the responsibility for furnishing materials meeting the requirements of these specifications. Acceptance of all materials will be made only at the site of the work.

### **C.2.3. Materials and Workmanship**

a. Materials.--The words "material" and "materials" as used in these specifications to denote items furnished by the Contractor shall mean equipment, machinery, product(s), component(s), or other item(s) procured under these specifications. All materials furnished by the Contractor shall be new and of the most suitable grade for the purpose intended considering strength, ductility, durability, and best engineering practice.

Except as specified, materials shall conform to Federal specifications or standards, or, if there are no applicable Federal specifications, materials shall conform to the specifications or standards of ANSI (American National Standards Institute), ASTM (American Society for Testing and Materials), ASME (American Society of Mechanical Engineers), SAE (Society of Automotive Engineers), IEEE (Institute of Electrical and Electronic Engineers), NFPA (National Fire Protection Association), or other nationally recognized standards organizations. If the Contractor proposes to deviate from, or to use materials not covered by, the aforementioned specifications and standards, the Contractor shall submit, for approval, the justification for and exact nature of the deviation, and complete specifications for the materials proposed for use.

Parts shall be made accurately to a standard gauge where possible. Threads, including but not limited to those of bolts, nuts, screws, taps, pipes, and pipefittings, shall be unified screw threads conforming to ANSI B1.1 (1989) or ANSI B1.20.1 (1992). For internal connections only, the Contractor will be permitted to deviate from the ANSI standards, provided the Contractor furnishes a complete set of taps and dies as might be required to facilitate repair or replacement.

All fasteners shall be permanently marked with a symbol identifying the manufacturer and with a symbol(s) indicating grade, class, type, and other identifying marks in accordance with reference or applicable standards.

b. Workmanship.--The Contractor shall be responsible for the accurate manufacture and fabrication of materials in accordance with best modern practice and the requirements of these specifications, notwithstanding minor errors or omissions therein.

Liberal factors of safety and adequate shock-absorbing features shall be used throughout designs, especially for parts subjected to variable stress or shock, including alternating or vibrating stress or shock. Shock-absorbing features and parts subject to vibration shall include provisions which prevent components from loosening.

#### **C.2.4. Reference Specifications and Standards**

Materials, Contractor design, construction work, and other requirements which are specified by reference to Federal Specifications, Federal Standards, or other standard specifications or codes shall be in compliance with the editions or revisions identified herein. In the event of conflicting requirements between a referenced specification, standard, or code and these specifications, the more stringent requirement shall prevail.

Unless otherwise specified, all materials that will become a part of the completed work shall be new and shall conform to Federal or other specifications and standards referred to herein. Where reference specifications numbers are designated throughout these specifications, they refer to Federal Specifications unless otherwise noted. In the event that the materials are not covered by Federal or other specifications, the materials furnished shall be of standard commercial quality. Where types, grades, or other options offered in the reference

specifications are not specified in these specifications, the material furnished will be acceptable if it is in accordance with any one of the types, grades, or options offered.

Copies of many of the Federal Specifications and Standards may be examined at the office of the Bureau of Reclamation, Denver Office, Building 67, Denver Federal Center, West 6th Avenue and Kipling Street, Denver, Colorado. Single copies of Federal Specifications and standards may be obtained without charge from any one of the General Services Administration Business Service Centers. See the provision in section L entitled "Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions."

Bureau of Reclamation Specifications and Standards may be obtained from the Bureau of Reclamation, Attn: D-8170, P.O. Box 25007, Denver CO 80225. This address may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof shall be considered synonymous with the Bureau of Reclamation.

Addresses for obtaining some industrial and governmental (other than Federal and Bureau of Reclamation specifications and standards) specifications, standards, and codes are listed in the provision in section L entitled "Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions."

The Contractor shall maintain, on the worksite, a copy of all specifications, standards, codes, manuals, and other documents that are referenced in these specifications and that are pertinent to the materials being installed or work proceeding at that time. These shall be available for use by the Contracting Officer and the Contracting Officer's representatives.

## **SUBSECTION C.3 - LOCL CONDITIONS**

### **C.3.1. Investigation of Site Conditions**

It is recommended that a visit to the site of the work be made prior to preparing your proposal in order to perform investigations as to the existing conditions affecting the work to be done under these specifications. If the Contractor chooses not to visit the site or conduct investigations, it will nevertheless be charged with knowledge of conditions which reasonable inspection and investigations would have disclosed.

Access to the worksite is limited and conditions at the site will affect the Contractor's operations.

The Contractor shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work.

### **C.3.2. Access to the Work and Haul Route**

a. General.--Contractor access to the powerhouse will be via the Lower Portal Road off Highway 93 from the Nevada side of the dam.

The Contractor shall make its own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, bond requirements, and other limitations that affect or may affect transportation and ingress and egress at the worksite. Subject to the contract clause entitled "Default (Fixed-Price Construction)," the unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of work.

b. Existing roads.--Existing roads are available for the Contractor's use subject to existing restrictions. The Contractor shall meet all conditions properly imposed upon the use of existing roads by those having jurisdiction there over, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by the Contractor.

c. Haul routes.--The hauling of construction materials or waste materials over public highways, roads, or bridges shall be in compliance with the applicable local regulations and shall be such as to minimize interference with or congestion of local traffic. Where haul routes cross public highways or roads, the Contractor shall provide barricades, flagmen, and other necessary precautions for safety of the public as provided in Paragraph C.4.1 (Safety of the Public).

d. Parking.--Parking is extremely limited in the powerplant area, and the Contractor will be restricted to the use of two parking spaces. The types of vehicles that may be parked in this area will be subject to the approval of the Regional Engineer. The Contractor shall place an

identification label, with the Contractor's name, on the windshield of vehicles parked in the powerplant area. This will not be required if the Contractor's name is prominently displayed at some other location on the vehicle. Vehicles parked in the powerplant area shall be left unlocked with keys in the ignition.

e. Cost.--The cost of all work described in this paragraph shall be included in the prices offered in the schedule for other items of work.

### **C.3.3. Security and Identification of Employees**

The operation of Hoover Dam and Powerplant requires continuous and effective security measures. Such security is carried out by a Federal guard system, and the security regulations provide for controlled access to certain restricted areas including the switchyards, powerplant, and other critical areas. These restricted areas are designated by and may be modified or changed by the Government. The Contractor shall be responsible for initiating necessary measures to ensure that its employees comply with all established security rules and regulations, including, but not restricted to, the following:

- (1) Construction work areas.--All areas where work is required under this contract are designated as construction work areas. The Contracting Officer will designate suitable accessways to construction work areas for use of construction personnel. Unless specifically authorized, construction personnel shall be restricted to these areas. It shall be the Contractor's responsibility to ensure, by appropriate and effective means, that its personnel remain in these areas while on the jobsite.
- (2) Restricted areas.--Construction personnel shall not be permitted to enter established or designated restricted areas unless so authorized by the Contracting Officer. Such entry shall be in accordance with, and subject to, the security regulations established for the area. It shall be the Contractor's responsibility to ensure, by appropriate and effective means, that its personnel shall not enter these areas unless authorized as herein specified.
- (3) Identification of Contractor employees.--Should Contractor personnel require access into secured areas, they will be issued numbered identification badges clearly identifying the employee and his/her employer. Identification will include photographs. Such identification shall be required for all employees on the worksite and badges shall be worn at all times in plain sight. Badges will be furnished by the Government.  
  
Initial issuance of badges will be made at no cost to the Contractor; however, the cost of replacement badges shall be borne by the Contractor. All badges must be returned to the Contracting Officer upon completion of the work.
- (4) Access cards and keys.--The Contractor shall be limited to a total of three access cards for use by the Project Manager, Project Superintendent, and a runner/escort when access is required for subcontractors, deliveries, and/or when vendors visit the Contractor's worksite. The Project Superintendent shall maintain a log which shows who uses the runner/escort

card, the time and duration of use, and the purpose it is used for. This log shall be available for review by Government personnel upon request.

#### **C.3.4. Protection of Existing Installations**

a. General.--In performing work at the dam and powerplant, the Contractor shall take all necessary precautions to safeguard existing installations. The Contractor shall obtain the locations of embedded conduit, piping, cable, and other embedded items before performing any drilling or cutting of concrete, and shall protect adjacent installations during its construction operations.

The Contractor shall furnish, install and maintain adequate protection as needed to safeguard personnel and existing facilities from harm due to the Contractor's operations. Such protection shall be subject to approval of the Contracting Officer.

All protective installations shall be arranged so as to permit operation of the existing equipment and facilities by the Government while work under these specifications is in progress. The Contractor shall remove all protective installations which it has provided after they have served their purpose. The materials furnished by the Contractor to provide protection shall remain the property of the Contractor, and after removal, shall be transported from the worksite.

The Contractor shall not discharge anything but clean water into the drainage system, see paragraph C.5.1 (Prevention of Water Pollution).

b. Enclosures shall be constructed by the Contractor to prevent dust, spills, chips, grit and other foreign material from endangering personnel and contaminating or damaging equipment during construction operations.

Enclosures shall be subject to the approval of the Contracting Officer. Enclosures shall be sufficient to confine the Contractor's operations to the immediate work area, and to prevent contaminating and damaging mechanical installations.

c. Damages.--The Contractor shall repair, at the Contractor's expense, any damage to existing installations due to the Contractor's operations or the Contractor's failure to provide proper protection; or at the option of the Contracting Officer, any such damage may be repaired by the Government, and the Contractor will be backcharged for the cost thereof.

d. Cost.--The cost of all protection, as described in these specifications, including furnishing all necessary materials and constructing and removing protective installations shall be included in the applicable prices offered in the schedule for which the protection is required.

**C.3.5. Government-Furnished Sanitary and Compressed Air Facilities**

The following facilities will be available to the Contractor at no charge for use in the performance of work under these specifications:

1. Sanitary facilities. - Existing restrooms are located in the Central Section of the powerplant and will be made available to the Contractor.
2. Compressed air facilities. - Compressed air is available at approximately 60-100 pounds per square inch from service outlets in the Nevada Powerhouse. The Contractor shall provide, at its own expense, any lines and connections for the Contractor's use of compressed air. The Contractor shall remove all temporary hookups for use of compressed air upon completion of the work. No waste of Government-supplied compressed air will be permitted.

The location of these facilities will be shown after award of the contract. Facilities are provided on an as-is, where-found basis.

Electric power and water for construction purposes are provided for in paragraphs C.3.6 (Electric Power For Construction Purposes) and C.3.7 (Water For Construction Purposes).

The cost of providing necessary materials and labor for conveying compressed air to points of use shall be included in the prices offered in the schedule for other items of work.

**C.3.6. Electric Power for Construction Purposes**

Electric power up to a maximum of approximately 25 kilovolt amperes for construction work to be performed under these specifications will be available to the Contractor. The location of the Government-supplied power source will be shown after contract award.

The Contractor may, at the Contractor's option, furnish power for its operations by other means. If the Contractor elects to use power made available by the Government, this power will be delivered to the Contractor as 3-phase, 60 hertz, alternating current at approximately 480 volts and single phase, 60 hertz, alternating current at approximately 120 volts.

The Contractor shall provide all necessary distribution circuits, transformers, and other electrical equipment required for distributing the power to the place or places of use by the Contractor.

**C.3.7. Water for Construction Purposes**

The Contractor shall provide all facilities for obtaining water and shall transport water to the points of use. Water for construction is available at service outlets at various locations throughout the project.

The cost of providing necessary facilities and conveying water to points of use shall be included in the prices offered in the schedule for other items of work.

**SUBSECTION C.4 - SAFETY****C.4.1. Safety of the Public**

Roads and pedestrian walkways subject to interference by the work shall be kept open or suitable temporary passages through the work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flagmen, danger signals, and signs, and shall take all necessary precautions for the protection of the work and the safety of the public.

The cost of complying with this paragraph shall be included in the prices offered in the schedule for other items of work.

**C.4.2. Safety and Health Requirements**

a. The Contractor shall not require any employee in the performance of the contract (including subcontractors) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety, as determined under Construction Safety and Health Standards promulgated by the Secretary of Labor under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), as amended, and "Reclamation Safety and Health Standards" (RSHS).

Construction Safety and Health Standards promulgated by the Secretary of Labor may be obtained from any regional or area office of the Occupational Safety and Health Administration of the U.S. Department of Labor.

The Contractor may order the "RSHS" manual (Stock item GPO-024-003-00178-3) from:

The Government Printing Office  
Superintendent of Documents  
North Capitol and H St. N.W.  
MS-SSMC - Room 566  
Washington, D.C. 20401

The Contractor may also download or view the electronic version of the "RSHS" manual at no charge from the Lower Colorado Region's web site at:

<http://www.lc.usbr.gov/~g3100/pdf/rshs.pdf>

b. The Contractor shall comply with the "RSHS" manual and amendments or revisions thereto in effect on the date offers are received.

c. The Contractor shall submit in writing a proposed safety program in the form and time intervals prescribed in section 2 of the "RSHS."

d. The Contractor is responsible for being cognizant of and ensuring compliance with the requirements set forth in subparagraphs a. and b. above. Such responsibility shall apply to both the Contractor's operations and those of the Contractor's subcontractors. When violations of the safety and health requirements contained in these specifications or standards referenced in subparagraph a. are called to the Contractor's attention by the Contracting Officer or the Contracting Officer's authorized representatives, the Contractor shall immediately correct the condition to which attention has been directed. Such notice either oral or written, when served on the Contractor or the Contractor's representative(s), shall be deemed sufficient.

e. In the event the Contractor fails or refuses to promptly comply with the compliance directive issued under subparagraph d. above, the Contracting Officer or the Contracting Officer's authorized representative may issue an order to stop all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. The Contractor shall not be entitled to any extension of time, or to any claim for damage or to additional compensation by reason of either the directive or the stop order. Failure of the Contracting Officer or the Contracting Officer's representative to order discontinuance of any or all of the Contractor's operations shall not relieve the Contractor of the Contractor's responsibility for the safety of personnel and property.

f. The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer's authorized representative in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 per incident to performance of work under this contract.

g. The rights and remedies of the Government provided in this paragraph are in addition to any other rights and remedies provided by law or under this contract.

h. In the event there is a conflict between the requirements contained in Reclamation's "RSHS," specifications paragraphs, Contractor's approved safety program, referenced safety and health codes and standards, or the U.S. Department of Labor Construction Safety and Health Standards, promulgated under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), as amended, the more stringent requirement will prevail.

i. The cost of complying with this paragraph shall be included in the prices offered in the schedule for other items of work.

#### **C.4.3. Submission of Material Safety Data Sheets for Hazardous Materials**

Federal Standard No. 313 (1996), as amended, for the preparation and submission of material safety data sheets is hereby incorporated and made a part of these specifications.

In accordance with the clause entitled "Hazardous Material Identification and Material Safety Data," the Contractor shall submit a completed MSDS (Material Safety Data Sheet), Department of Labor Form OSHA-174 or GSA-approved Alternate Form A for each hazardous material as required by Federal Standard No. 313 (1996), as amended. The information in this MSDS shall be followed to assure safe use, handling, storage, and an environmentally acceptable disposal of the commodity used on the Government jobsite or by Government activities.

In lieu of the 5-day submittal requirement in the clause entitled "Hazardous Material Identification and Material Safety Data," the Contractor shall send, not less than 30 days prior to jobsite delivery of each hazardous material, completed MSDS and identification and certification for the material to the Bureau of Reclamation, Regional Engineer, Attn: LC-6000, PO Box 61470, Boulder City NV 89006-1470, with copies to the Bureau of Reclamation, Regional Safety Engineer, PO Box 61470, Boulder City NV 89006-1470.

The cost of complying with this paragraph shall be included in the prices offered in the schedule for other items of work.

**SUBSECTION C.5 - ENVIRONMENTAL QUALITY PROTECTION****C.5.1. Prevention of Water Pollution**

a. General. - The Contractor shall control pollutants by use of sediment and erosion controls, wastewater and storm water management controls, construction site management practices, and other controls, including State and local control requirements.

(1) Construction site management. -

(a) Contractor construction operations. - The Contractor shall perform construction activities by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

(b) Stockpiled or deposited materials. - The Contractor shall not stockpile or deposit excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.

(2) Construction safety standards. - The Contractor shall comply with the sanitation and potable water requirements of section 7 of Reclamation's publication "RSHS." Sanitation facilities will be made available to the contractor.

(3) Laws, regulations, and permits. - The Contractor shall perform construction operations in such a manner as to comply, and ensure all subcontractors to comply, with: (a) all applicable Federal, State, and local laws, orders, regulations, and Water Quality Standards concerning the control and abatement of water pollution; and (b) all terms and conditions of the applicable permits issued by the permit issuing authority. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

(4) Contractor violations. - If noncompliance should occur, the Contractor shall report this to the Contracting Officer immediately (orally), with the specific information submitted in writing within two (2) calendar days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in the Contracting Officer stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any extension of time, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

b. Cost. - Except as specified herein, the cost of complying with this paragraph shall be included in the prices offered in the schedule for items of work which necessitate the water pollution prevention measures required by this paragraph.

### **C.5.2. Abatement of Air Pollution**

The Contractor shall comply with applicable Federal, State, and local laws and regulations concerning the prevention and control of air pollution.

In conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent, and otherwise minimize atmospheric emissions or discharges of air contaminants.

Equipment and vehicles that show excessive emissions of exhaust gases due to poor engine adjustments, or other inefficient operating conditions, shall not be operated until corrective repairs or adjustments are made.

Storage and handling of flammable and combustible materials, provisions for fire prevention, and control of dust resulting from drilling operations shall be in accordance with the applicable provisions of the Bureau of Reclamation's publication "RSHS."

The cost of complying with this paragraph shall be included in the prices offered in the schedule for other items of work.

### **C.5.3. Noise Abatement**

The Contractor shall comply with applicable Federal, State, and local laws, orders, and regulations concerning the prevention, control, and abatement of excessive noise.

The cost of complying with this paragraph shall be included in the prices offered in the schedule for other items of work.

### **C.5.4. Cleanup and Disposal of Waste Materials**

a. General.--The Contractor shall be responsible for the cleanup and disposal of waste materials and rubbish. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, State, and local laws and regulations, with applicable requirements of Reclamation's publication "RSHS" and with the requirements of this paragraph. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirement shall apply.

The Contractor shall keep records of the types and amounts of waste materials produced, and of the disposal of all waste materials on or off the jobsite.

In the event of the Contractor's failure to perform the work required by this paragraph, the work may be performed by the Government, and the Contractor will be backcharged for the cost of such work. The Contractor's surety or sureties shall be liable for such payment until received by the Government.

b. Cleanup.--In accordance with the clause entitled "Cleaning Up," the Contractor shall keep work and storage areas free from accumulations of waste materials and rubbish, and before completing the work, shall remove all rubbish, and other like materials, which are not a part of the permanent work.

c. Disposal of hazardous materials.--Hazardous materials, as defined by 40 CFR 261.3; Federal Standard No. 313 (1996), as amended; or other Federal, State, or local laws or regulations, used by the Contractor or discovered in work or storage areas, shall be disposed of in accordance with these specifications and applicable Federal, State, and local laws and regulations. Waste materials that may be hazardous shall be tested, and the test results shall be submitted to the Contracting Officer for review.

Waste materials known or found to be hazardous shall be disposed of in approved treatment or disposal facilities. Hazardous wastes shall be recycled whenever possible. A copy of the hazardous waste manifest shall be sent to the Contracting Officer.

Waste materials discovered at the construction site shall immediately be reported to the Contracting Officer. If the waste may be hazardous, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

d. Disposal of other waste materials.--

(1) General.--Waste materials including, but not restricted to, refuse, garbage, sanitary wastes, industrial wastes, and oil and other petroleum products, shall be disposed of by the Contractor.

(2) Disposal by removal.--Waste materials to be disposed of by removal from the construction area shall be removed prior to completion of the work under these specifications. All materials removed shall become the property of the Contractor unless otherwise stated.

e. Cost.--Except as provided above, the cost of cleanup and disposal of waste materials in accordance with this paragraph shall be included in the prices offered in the schedule for other items of work.

**SUBSECTION C.6 - PIPING, VALVES, STRAINERS AND EDUCTORS****C.6.1. Piping, Valves, Strainers, and Eductors**

a. General.-- Except for Government-furnished materials, the Contractor shall furnish and install the piping, valves, strainers, and eductors for Unit N-1 and Unit N-3 complete and in accordance with the requirements of these specifications and as shown on the applicable drawings listed in Paragraph C.9.2 (List of Drawings). Branch connections and changes in the direction of the replacement piping shall be made with commercially available formed fittings wherever possible. The existing piping, valves, eductors, and strainers shown on information drawings in Paragraph C.9.2 (List of Drawings) and all associated equipment to be replaced shall be disassembled, removed and disposed of in accordance with Paragraph C.5.4. (Cleanup and Disposal of Waste Materials). The existing steel platform and ladder shall be removed but shall not be replaced.

Under the items of the schedule for furnishing, installing and testing the cooling water eductor systems, the Contractor shall furnish (unless Government-furnished) all materials and accessories to complete the eductor systems in the powerplant including all pipe, fittings, flanges, unions, nipples, joint compound, welding rods, gaskets, bolts, studs, nuts, and other appurtenances and accessories needed for a complete installation.

Painting shall conform to Subsection C.8 (Coating).

b. Drawings.--The piping detail drawings shall show the configuration of piping to be furnished and installed by the Contractor. The Government will not prepare bills of material for fabricating the piping but has prepared the specifications drawings to show controlling dimensions and sizes of piping to be furnished and installed. The Contractor shall prepare such detail drawings and bills of materials as he deems necessary for fabrication and installation purposes, and the cost of such drawings and bills of material shall be included in the lump sum price offered therefor in the schedule for furnishing, installing and testing cooling water eductor systems.

Unit N-1 and Unit N-3 eductor drawings in Paragraph C.9.2 (List of Drawings) represent installation of the new cooling water eductor systems. The Contractor shall verify that the actual existing configuration, components and installation controlling dimensions of the systems to be replaced are in accordance with these drawings. In case of inconsistencies between the drawings and the actual installation, the actual installation of the existing cooling water piping systems shall govern. Upon completion of all work, the Contractor shall submit as-built drawings for review and approval.

Upon completion of all work, the Contractor shall submit as-built drawings similar to those provided by the Government for review and approval. Redline corrections and/or hand changes on Government provided drawings will be acceptable as long as they are legible and easily understood. The cost of the drawings is the Contractor's responsibility and shall

be included in the lump sum price bid in the schedule for furnishing, installing, and testing cooling water eductor systems.

c. Materials.--Materials for the piping systems shall conform to the following requirements:

(1) Steel pipe and fittings. -- Extra strong, ASTM A 234/A 234M (2000), and ASTM A 53/A 53M (2000), Type E or S, grade A or B, and black.

(2) Brass flange.-- Class N

(3) Gaskets for flanged pipe joints.--Garlock style 3000 compressed, non-asbestos gaskets, 1/8-inch thick, as manufactured by Coltec Industries, Inc., 1666 Division Street, Palmyra, NY 14522, or equal having the following salient characteristics: The gaskets shall be non-asbestos, 1/8-inch thick, able to withstand a maximum pressure of 1000 psi.

(4) Bolting for flanged pipe joints.-- Steel bolts, nuts and washers used for connecting all flanged pipe joints and for connecting the piping to any tapped flanges of wall pipes shall be in accordance with ASTM A 320 (2000), black.

(5) Insulating sets for flanges.--Insulating sets for flanges shall prevent electrical contact between the flanges by means of suitable insulating bolt sleeves, washers, and gaskets.

(6) Anchor bolts. - Anchor bolts for pipe supports and pipe hangers shall be stainless steel expansion anchors or stainless steel bolts with epoxy-resin bonding system.

(a) Expansion anchors. - Expansion anchors shall be stainless steel and shall be of a minimum size shown on the drawings. Expansion anchors may be drop-in anchors, or other type of expansion anchor as required, and shall be suitable for use in new concrete holes.

(b) Bolts with epoxy-resin-bonding system. - Each bolt with epoxy-resin-bonding system shall consist of a bolt, nut, washer, and an epoxy-resin-bonding glue. The epoxy-resin-bonding system shall conform to ASTM C 881 (1999), type 1. The bolts, nuts, and washers shall be stainless steel.

After drilling, the concrete holes shall be blown clean with an airstream and plugged with a neoprene stopper or other suitable plug to prevent access of water so as to keep the holes as dry and clean as is practicable prior to installing the bolts in the holes.

The hole and surrounding concrete shall be dry before installing the bolt. The epoxy-resin shall be applied in accordance with the manufacturer's instructions, and the bolt inserted within the time recommended by the manufacturer. The hole shall be completely filled with epoxy after installation. After installation of the bolts, care shall be taken not to disturb them before the initial set of the bonding system has occurred.

(7) Miscellaneous materials.--Miscellaneous materials not specified above or on the material schedule shall be standard commercial quality.

d. Fabrication and installation of piping.-- Fabrication and installation of piping shall conform to the following requirements:

(1) General.--The Contractor shall fabricate and install all piping in a workmanlike manner in accordance with the construction drawings and the applicable requirements of Section VIII, Division 1 of the ASME Q00230 (1998) Boiler and Pressure Vessel Code and the ANSI B31.1 (1998) Code for Pressure Piping. The interior of all pipe, fittings, and valves shall be clean and free from blisters, loose mill scale, sand, dirt, and other foreign matter when installed. The removal of foreign matter from the piping systems by compressed air, a drawn cloth or by other means approved by the Contracting Officer's representative shall be the responsibility of the Contractor. Care shall be taken to prevent the entrance of foreign matter into the piping during the progress of the work. Where necessary, open ends of pipe, fittings, and valves shall be plugged or closed in a suitable manner to prevent clogging during construction. If any portion of the piping should become either partially or wholly clogged before final acceptance of the work, it shall be thoroughly cleaned or shall be replaced.

The cooling water supplies shown at elevation on Detail "A" on drawings No.2 (Unit N1 - 45-301-7634) and No. 9 (Unit N3 - 45-301-7691) are below normal tailwater elevation. Prior to disassembling the existing piping the Contractor shall give the Contracting Officer two weeks notice so that the Government can seal off the waterline from the powerplant tailrace.

The Contractor shall reuse approximately 23 feet of existing new 10" piping as shown on drawing No. 9 (Unit N3-45-301-7691) and drawing No. 10 (Unit N3-45-301-7692).

The Contractor shall cut the existing brass drain pipe in the location shown on drawings No. 4 (Unit N1 - 45-301-7636) and No. 11 (Unit N3 - 45-301-7693) and braze on a new brass flange to match the steel flange on the new 10-inch drain pipe. An insulating type joint shall be provided at the connection between the steel piping and existing brass piping. The insulating type joint for the flanged connection shall be made with an insulating set.

The existing eductor piping terminates at leaded fittings in the wall and floor shown in the Elevation view and Detail A on drawings No. 2 (Unit N1 - 45-301-7634) and No. 9 (unit N3 - 45-301-7691), and the Plan view on drawings No. 3 (Unit N1- 45-301-7635) and No. 10 (Unit N3 - 45-301-7692). The contractor shall terminate the new eductor piping in the same locations using similar leaded fittings.

(2) Piping with flanged joint.--Any rust preventive compound that was applied to the faces of flanges before shipment shall be removed before the flanges are installed. Acid or tools that would mar the finish surfaces of the flanges will not be permitted. Flange surface finishes shall be in accordance with MSS Standard Practice SP-6 (1996) and ANSI

Standard B46.1 (1995). Flanged joints shall be made up with undamaged gaskets properly centered in the joints. The threads of bolts, studs, and nuts shall be lubricated so that the nuts can be run up by hand. Care shall be taken that excessive stress is not applied to bolts or studs and that the tightening of bolts and subsequent torque is applied in a uniform manner in accordance with the requirements and recommendations of the ASME Q00230 (1998) Boiler and Pressure Vessel Code and the ANSI B31.1 (1998) Code for Pressure Piping. When fabricating and installing lapped joint type flange connections, extra care shall be taken to ensure that these flanges draw up tightly without subsequent leakage.

(3) Piping with welded joints.--All details concerning the welding of pipe joints including welding procedures, welders' credentials, and welding operators shall conform to the applicable requirements of Section IX of the ASME Q00230 (1998) Boiler and Pressure Vessel Code and the ANSI B31.1 (1998) Code for Pressure Piping. Prior to the commencement of any welding, the Contractor shall submit welder's certification(s).

e. Strainers. -- The Government-furnished strainers are shipped with two check valves. The contractor shall remove the check valves and install Government-furnished butterfly valves in accordance with the requirements of these specifications and as shown on drawings. It will be necessary for the contractor to provide two spacers to make up the dimensional difference between the check valves and the butterfly valves.

f. Payment.--Payment for furnishing and installing cooling water eductor systems will be made at the lump sum price offered therefor in the schedule for installing Government furnished equipment and materials and for furnishing and installing piping, assembling the eductor systems, and testing the completed systems.

Payment for disassembling, removing and disposal of the existing cooling water eductor systems will be made at the lump sum price offered therefor in the schedule for disassembling, removing and disposing of the existing cooling water eductor systems to be replaced.

### **C.6.2. Testing of the Eductor Systems**

a. General.-- After Contractor installation of the eductor systems, the Government will notify the Contractor 14 calendar days prior to the required start of tests. The Contractor shall complete testing within five (5) calendar days. The Contractor shall furnish all materials, supplies, labor, and equipment for making the tests. The eductor systems shall be tested as specified below. Test for system leaks shall be maintained for a period of not less than one (1) hour after all leaks have been stopped. The eductor systems shall be tested in the unwatering mode with the draft tube watered and in the normal system configuration (supply water to the unit) including checking the operation, pressure settings, and correct functioning of special valves, instruments, and all components of the systems. The Contractor shall verify capability of isolation on both sides of the strainers and test the Limatorque motor operated valves in the local mode, manually. The Government will be responsible for testing the Limatorque motor operated valves in the remote operating modes. All tests shall be

witnessed by a representative of the Government. Any leakage or other defects disclosed by the tests or at any time prior to acceptance by the Government shall be corrected by the Contractor to the satisfaction of the Contracting Officer.

b. Cost.--The cost of testing the eductor systems shall be included in the lump sum price offered therefor in the schedule for furnishing and installing piping, assembling the eductor systems, and testing the completed systems.

### **C.6.3. Identification of the Eductor Systems**

Exposed piping installed under these specifications shall be identified by marking with lettered legends and colored bands. All identifications shall be in accordance with ANSI Scheme for the Identification of the eductor systems, ANSI A13.1 (1998). Legends shall be brief, informative, and simple for greatest effectiveness. Legends shall be applied close to valves or flanges and adjacent to changes in direction, branches, and where pipes pass through walls or floors and at intervals on straight pipe runs sufficient for identification. Colors shall be used to identify the characteristic hazards of the piping system contents.

The cost of identifying the piping systems as specified in this paragraph, including the cost of furnishing materials and applying the lettered legends and colored bands, shall be included in the lump sum price offered therefor in the schedule for furnishing and installing piping, assembling the eductor systems, and testing the completed systems.

### **C.6.4. Pipe Hangers and Supports**

a. General.--The Contractor shall furnish and install all pipe hangers, and pipe supports as required for safe and sturdy vertical and lateral support of the eductor systems described in Paragraph C.6.1 (Piping, Valves, Strainers and Eductors). The existing cooling water piping to be replaced has pipe hangers and supports. The new piping to be installed can use these existing hangers and supports provided they are in satisfactory condition and meet the pipe support spacing requirements stated in this paragraph. The Contractor shall furnish all materials for the pipe hangers and supports including structural steel, bolts, nuts, shims, and anchors. At locations where pipe supports are required and embedded inserts are not available, expansion or epoxy-type anchors shall be used. The Government will not furnish detail drawings of the pipe hangers and supports required except for special requirements as determined by the Contracting Officer. Hangers of a standard approved type shall be used. When necessary to support several parallel pipelines from the face of a wall or pipe trench, supports that will permit removal of one line without disturbing the other lines shall be furnished.

The maximum spacing between the pipe hangers and supports on horizontal runs shall not be greater than the amounts shown in Table 6A (Pipe Support Spacing) and shall be at least equal to or greater than the number of existing supports. Vertical supports shall be spaced to prevent the pipe from being over stressed from the combination of all loading effects and shall be at least equal to or greater than the number of existing supports. Special

consideration shall be given to the type and number of hangers and supports used where components, such as flanges and valves, impose concentrated loads and where vibration levels are typically high in the eductor bay. Hangers should be located next to a valve or change of direction in the pipeline to help reduce vibration or bending movements in the pipe.

Table 6A–Pipe Support Spacing

Maximum spacing between steel pipe supports			
Nominal pipe size, in.	8	10	12
Maximum span, ft.	19	21	23

Supports for the eductors are provided, the strainers are self supporting.

Painting shall conform to Subsection C.8 (Coating).

b. Materials.--

(1) Pipe hangers and supports.--Pipe hangers and supports including threads thereon shall conform to specification MMS SP 58 (1993).

(2) Anchors. -- Section C.6.1.c. (6)

c. Fabrication and installation.--The pipe hangers and supports shall be selected, fabricated, and installed in a workmanlike manner according to specifications MMS SP 58 (1993) and MMS SP 69 (1996). Where metal inserts have been provided for attaching pipe hangers and supports, the bolt head or nut to be placed in the insert shall be Unistrut P-1000 series spring nut or P-2380 series stud nuts as manufactured by GTE Sylvania, Inc., Unistrut Corp., 35005 Michigan Avenue West, Wayne MI 48184, or equal having the following salient characteristics: spring-load type, grooved and hardened. The spring nut and stud nuts shall be case hardened channel clamping nuts meeting ASTM A576 (90b) (2000), GR 1015M. All nuts and bolts shall meet the Unified Screw Threads standard, ANSI B1.1 (1989), Coarse Series UNC, class 2. All fasteners shall have an electro-galvanized finish. Where inserts have not been provided for attaching the pipe hangers and supports, expansion or epoxy anchors shall be used. The Contractor shall drill the holes in concrete required for installation of the anchors.

d. Cost.--The cost for furnishing and installing the pipe hangers and supports shall be included in the lump sum price offered therefor in the schedule for furnishing and installing piping, assembling the eductor systems, and testing the completed systems.

**SUBSECTION C.7 - ELECTRICAL****C.7.1. Electrical, Unit N1**

a. General.-- The contractor shall furnish all tools and materials (not furnished by the Government) necessary to install the complete electrical system for the eductor operators according to these specifications and the drawings.

The Government-furnished eductors include Limatorque motor-operated valves. The contractor shall rewire and relocate components from the Limatorque valves to the new control cabinet.

b. Equipment Removal - The Contractor shall remove two existing 460-volt, three-pole, nonfused disconnect switches and two existing Allen-Bradley control panels located on the wall near the existing embedded junction box. The removed equipment shall remain the property of the Government. The Contractor shall remove the existing cables (1EN3-CN1C2-7/C # 10 AWG and 1EN4-CN1C2-7/C # 10 AWG) from the motor-operated cooling water valves and pull them back to the existing embedded junction box. The Contractor shall disconnect both cables (27MN1A-EN3--3/C # 10 AWG and 28MN1A-EN4--3/C # 10 AWG) from the disconnect switches and pull them back to the existing embedded junction box. The four cables shall be terminated in accordance with paragraph c.(2), below, and drawing No. 7 (45-D-10319X).

c. Installation.--

(1) Limatorque Motor-Operated Valves.--The Contractor shall disconnect the electrical wires from the control power transformer (CPT), overload relays and contact (OL), and opening and closing coils with contacts from each valve's electrical compartment as shown in green on drawing No. 7 (45-301-7623). The Contractor shall remove the control power transformer (CPT), overload relays and contact (OL), and opening and closing coils with contacts from each valve's electrical compartment as shown in green on drawing No. 7 (45-301-7623) and install them in the control cabinet according to paragraph c(3). The Contractor shall install, as provided by the Government, one Beau series 76000 12-point terminal block in the electrical compartment of each valve as shown in red on drawing No. 6 (45-D-10391X). The Contractor shall reconnect the existing electrical wires from plug harness No. 3 (a total of nine (9) color code wires), plug harness No. 8 (a total of four (4) color code wires), and from the motor compartment to either existing terminal block or to the new Beau series 12-point terminal block as shown in red on drawing No. 6 (45-D-10391X). The Contractor shall provide and terminate the electrical wires on each block as shown in red on No. 6 (45-D-10391X). All terminations of wire shall be made with preinsulated, pressure-crimp-type terminal connectors with ring tongues. Splices will not be permitted in the wiring. All connections shall be made at device studs or terminal blocks.

If the existing 1-inch conduits (for cables 1EN3-CN1C2 and 1EN4-CN1C2) located at the motor-operated valves interfere with the operation of Limitorque handwheel, the Contractor shall reroute the conduits.

(2) Fiberglass Terminal Cabinet.-- The Contractor shall cut off the back of the 24x19-inch fiberglass enclosure and install this enclosure over the existing embedded junction box as shown on Section B-B of drawing No. 3 (45-301-7635). The Contractor shall furnish the required materials in order to install three GE 12-point terminal blocks, type EB-25, inside the enclosure. The terminal block arrangement and location shall be such that the incoming and outgoing cables/wires can be easily connected. The Contractor shall terminate the four existing cables in the embedded junction box to the terminal blocks as shown on drawing No. 6 (45-D-10391X). The Contractor shall provide and terminate the electrical wires on this terminal cabinet shown in red on drawing No. 7 (45-D-10391X). All terminations of wire shall be made with preinsulated, pressure-crimp-type terminal connectors with ring tongues. Splices will not be permitted in the wiring. All connections shall be made at device studs or terminal blocks.

(3) Fiberglass Control Cabinet - The Contractor shall mount the 30x24-inch fiberglass enclosure, as shown on drawing No. 3 (45-301-7635). The Contractor shall install the steel panel to the back of the fiberglass enclosure. The Contractor shall relocate the two CPT's, two OL's, two opening and closing coils with contacts, that were removed from two motor operated valves (paragraph c(1), above), to the steel panel of the control cabinet as shown on drawing No. 5 (45-301-7622). The Contractor shall also install, as provided by the Government, two Beau series 76000 4-point terminal blocks, two Beau series 76000 12-point terminal blocks, and two 3-pole, 3-phase disconnect switches to the steel panel of the control cabinet as shown on drawing No. 5 (45-301-7622). The Contractor shall also install the Electroswitch W2 selector switch and four ET-16 indicating lamps with LED lights on the front door of the control cabinet. The Contractor shall provide and terminate the electrical wires on this control cabinet as shown on No. 5 (45-301-7622). All terminations of wire shall be made with preinsulated, pressure-crimp-type terminal connectors with ring tongues. Splices will not be permitted in the wiring. All connections shall be made at device studs or terminal blocks.

(4) The contractor shall connect the terminal cabinet and the control cabinet with the required number of 2-inch conduit.

d. Materials.--Materials for the electrical system shall conform to the following requirement:

(1) Electrical wires.-- Switchboard type No. 16 AWG, light gray, stranded copper conductor rated for 600-volt, UL listed SIS type. The conductor insulation/jacket shall be cross-linked, filled polyethylene (XLP), with rating temperature of 90°C, dark gray in color.

(2) Pressure-crimp type terminal connectors with ring tongues.-- 29 AMP "Plastic-Grip" terminals manufactured by AMP Inc. Products, Harrisburg, Pennsylvania, or equal, having

the following salient characteristics: capable of holding No. 16 AWG electrical wire, with a nominal diameter of 0.17.

(3) Conduit.--Rigid steel, zinc coated.

### **C.7.2. Electrical, Unit N3**

a. General.-- The contractor shall furnish all tools and materials (not furnished by the Government) necessary to install the complete electrical system for the eductor operators according to these specifications and the drawings.

The Government-furnished eductors include Limitorque motor-operated valves. The contractor shall rewire and relocate components from the Limitorque valves to the new control cabinet.

b. Equipment Removal - The Contractor shall remove two existing 460-volt, three-pole, nonfused disconnect switches and two existing Allen-Bradley control panels located on the wall near the existing embedded junction box. The removed equipment shall remain the property of the Government. The Contractor shall remove the existing cables (1EP3-CN3C2-7/C # 10 AWG and 1EP4-CN3C2-7/C # 10 AWG) from the motor-operated cooling water valves and pull them back to the existing embedded junction box. The Contractor shall disconnect both cables (27MN3A-EP3--3/C # 10 AWG and 28MN3A-EP4--3/C # 10 AWG) from the disconnect switches and pull them back to the existing embedded junction box. The four cables shall be terminated in accordance with paragraph c.(2), below, and drawing No. 13 (45-D-10405X).

c. Installation.--

(1) Limitorque Motor-Operated Valves.--The Contractor shall disconnect the electrical wires from the control power transformer (CPT), overload relays and contact (OL), and opening and closing coils with contacts from each valve's electrical compartment as shown in green on drawing No. 7 (45-301-7623). The Contractor shall remove the control power transformer (CPT), overload relays and contact (OL), and opening and closing coils with contacts from each valve's electrical compartment as shown in green on drawing No. 7 (45-301-7623) and install them in the control cabinet according to paragraph c(3). The Contractor shall install, as provided by the Government, one Beau series 76000 12-point terminal block in the electrical compartment of each valve as shown in red on drawing No. 13 (45-D-10405X). The Contractor shall reconnect the existing electrical wires from plug harness No. 3 (a total of nine (9) color code wires), plug harness No. 8 (a total of four (4) color code wires), and from the motor compartment to either existing terminal block or to the new Beau series 12-point terminal block as shown in red on drawing No. 13 (45-D-10405X). The Contractor shall provide and terminate the electrical wires on each block as shown in red on No. 13 (45-D-10405X). All terminations of wire shall be made with preinsulated, pressure-crimp-type terminal connectors with ring tongues. Splices will not be permitted in the wiring. All connections shall be made at device studs or terminal blocks.

If the existing 1-inch conduits (for cables 1EP3-CN3C2 and 1EP4-CN3C2) located at the motor-operated valves interfere with the operation of Limitorque handwheel, the Contractor shall reroute the conduits.

(2) Fiberglass Terminal Cabinet.-- The Contractor shall cut off the back of the 24x19-inch fiberglass enclosure and install this enclosure over the existing embedded junction box as shown on Section B-B of drawing No. 10 (45-301-7692). The Contractor shall furnish the required materials in order to install three GE 12-point terminal blocks, type EB-25, inside the enclosure. The terminal block arrangement and location shall be such that the incoming and outgoing cables/wires can be easily connected. The Contractor shall terminate the four existing cables in the embedded junction box to the terminal blocks as shown on drawing No. 13 (45-D-10405X). The Contractor shall provide and terminate the electrical wires on this terminal cabinet shown in red on drawing No. 13 (45-D-10405X). All terminations of wire shall be made with preinsulated, pressure-crimp-type terminal connectors with ring tongues. Splices will not be permitted in the wiring. All connections shall be made at device studs or terminal blocks.

(3) Fiberglass Control Cabinet - The Contractor shall mount the 30x24-inch fiberglass enclosure, as shown on drawing No. 10 (45-301-7692). The Contractor shall install the steel panel to the back of the fiberglass enclosure. The Contractor shall relocate the two CPT's, two OL's, two opening and closing coils with contacts, that were removed from two motor operated valves (paragraph c(1), above), to the steel panel of the control cabinet as shown on drawing No. 12 (45-301-7624). The Contractor shall also install, as provided by the Government, two Beau series 76000 4-point terminal blocks, two Beau series 76000 12-point terminal blocks, and two 3-pole, 3-phase disconnect switches to the steel panel of the control cabinet as shown on drawing No. 12 (45-301-7624). The Contractor shall also install the Electroswitch W2 selector switch and four ET-16 indicating lamps with LED lights on the front door of the control cabinet. The Contractor shall provide and terminate the electrical wires on this control cabinet as shown on No. 12 (45-301-7624). All terminations of wire shall be made with preinsulated, pressure-crimp-type terminal connectors with ring tongues. Splices will not be permitted in the wiring. All connections shall be made at device studs or terminal blocks.

(4) The contractor shall connect the terminal cabinet and the control cabinet with the required number of 2-inch conduit.

d. Materials.--Materials for the electrical system shall conform to the following requirement:

(1) Electrical wires.-- Switchboard type No. 16 AWG, light gray, stranded copper conductor rated for 600-volt, UL listed SIS type. The conductor insulation/jacket shall be cross-linked, filled polyethylene (XLP), with rating temperature of 90°C, dark gray in color.

(2) Pressure-crimp type terminal connectors with ring tongues.-- 29 AMP "Plastic-Grip" terminals manufactured by AMP Inc. Products, Harrisburg, Pennsylvania, or equal, capable of holding No. 16 AWG electrical wire, with a nominal diameter of 0.17.

(3) Conduit.--Rigid steel, zinc coated.

**SUBSECTION C.8 - COATING****C.8.1. Coating, General**

a. General. - The Contractor shall submit all purchase orders, certifications, and samples; furnish all materials; clean surfaces; and apply the approved paint and protective coatings in accordance with this paragraph and paragraph C.8.2. (Coatings, Tabulations and Categories).

The Contractor shall be responsible for the safe and legal conduct of surface preparation and removing existing coatings, coating application, and disposal of excess coating materials and removed coatings. All such activities shall be in accordance with applicable Federal, State, and local laws, rules, regulations, codes, and requirements and with these specifications.

(1) Protection of adjacent surfaces and equipment. - Items or surfaces not required to be painted or coated, but which are adjacent to surfaces to be cleaned and coated, shall be protected against contamination and damage during the cleaning and coating operations. This includes surfaces and equipment which are subject to contact by airborne contaminants as well as those which are in physical contact with the areas being cleaned or coated. Examples include the following: mechanical and electrical equipment (open or enclosed), instruction and similar plates, and wet and newly coated surfaces. Newly coated items shall not be moved until the coating is dry through. A coating film shall be considered dry through when it cannot be distorted or removed by exerting substantial, but less than maximum, pressure with the thumb and turning the thumb through 90° in the plane of the coating film.

(2) Damage caused by the Contractor. - Any items or surfaces which are, in the Contracting Officer's opinion, damaged or contaminated by the Contractor's operations shall be returned to their original condition by and at the expense of the Contractor. Before top coating any coated surfaces, the Contractor shall reclean any exposed surfaces and apply coating material as necessary to restore damaged or defective surfaces to the specified condition. Manufacturer-coated equipment shall be restored to the original appearance of the equipment by appropriate methods.

Temporary or permanent welding for the convenience of the Contractor shall not be done on areas where the welding will damage paint or other protective coatings, unless the areas of coatings which would be damaged thereby are accessible for repairing and inspection.

(3) Safety and health. - The Contractor shall develop, for this phase of work, a safety and health plan to include exposure monitoring, ventilation requirements, respirator use, work practices, lighting, and the necessary safety equipment for the protection of the workmen, and shall comply with all other applicable safety requirements during painting and coating operations. See section 2.7 of Reclamation's publication "Reclamation Safety and Health Standards."

All applicable Federal, State, and local requirements, and the manufacturer's recommended safety and health procedures, shall be followed when applying all coatings and removing existing damaged coatings.

b. Paint and coating materials approval. -

(1) General. - Prior to use or application of materials, the Contractor shall submit to the Government, for approval, copies of purchase orders, certifications, and/or samples of all coatings and related materials, as specified herein. However, acceptance of the material under the clause entitled "Inspection of Construction" will not be made until the material has been satisfactorily applied and the equipment, metalwork, and prepainted and precoated items are installed at the jobsite.

(2) Submittals. - The Contractor shall furnish complete submittals of paint and coating materials so as to allow the Government not less than 30 days for evaluation prior to use of the associated paint and coating materials. If the contractor elects to submit "or equal" products the Contractor shall furnish complete submittals of paint and coating materials so as to allow the Government not less than 30 days for evaluation prior to use of the associated paint and coating materials.

Purchase orders, required certifications, samples, all MSDS, and related data required in paragraph C.4.3. (Submission of Material Safety Data Sheets for Hazardous Materials), and other submittals shall be submitted in accordance with this paragraph and paragraph C.1.3. (Submittal Requirements).

Each purchase order, certification, and sample shall be identified with the material specifications, the batch or lot represented, the color, the gloss, the quantity ordered, the Bureau of Reclamation solicitation/specification number, the item label (which references the coating tabulation number, sub-letter, and sub-number of the specific item being coated), and coating option number of the material to be applied.

The Government will notify the Contractor whether the materials are approved or not approved no later than 14 days from the receipt of the submittals.

(a) Purchase orders. - The Contractor shall furnish copies of all purchase orders for coatings and related materials, except thinners. Thinners may be used on the basis of label identification as to the required material or manufacturer's specified product.

(b) Certification. - Manufacturers' certification shall be furnished for all coatings and related materials, except thinners, for each type, batch, lot, and color of material.

The certification shall state that the material is of the same composition as material which previously has been found to comply with these specifications when tested completely, or that the material complies with these specifications based on complete tests which the manufacturer has conducted on the particular batch or lot.

In addition, when the Contractor proposes to use an "or equal" material for a "brand name or equal" product specified and described by a coating category, the Contractor shall submit data and documentation, in accordance with the requirements of paragraph C.2.4.

(Reference Specifications and Standards), to be used by the Government when evaluating the proposed substitution. The submittal shall include, at a minimum, information on the proposed product's composition, physical characteristics, and performance capabilities as summarized in the associated coating category, and to meet or exceed the requirements either specified above and/or listed below. The submittal shall also include the following:

- (aa) Product data sheet.
- (bb) Application data sheet.
- (cc) Certifications.
- (dd) Certified test reports.
- (ee) List of projects (not less than three) where the material has been successfully used in applications similar to the specified applications, including project name and location, type of structure, owner's name and address, and an application date.
- (ff) Material samples and certified testing reports from an independent laboratory, if requested by the Government.

The Contractor shall be responsible for the accuracy of all certifications or data contained therein whether submitted by the Contractor, a manufacturer, a supplier, a subcontractor, or others.

The Government reserves the right to require submittals of samples and to test any material furnished on certification when, in the opinion of the Government, such tests are necessary.

(c) Samples. - Unless specifically required by the Contracting Officer's technical representative, submission of samples will not be required.

(d) Submittals and approval of small quantities of coatings. - To obtain approval of a proposed substitution of commercial coatings for certain specified coatings in quantities of 20 gallons or less, as permitted in subparagraph c. below, the Contractor shall either identify the items to be coated by name or the item label (which references the coating tabulation number, sub-letter, and sub-number of the specific item being coated), and submit to the Government the manufacturer's certification stating that the coating will perform equally to or better than the specified coating in the specified application. When requested by the Government, a 1-quart sample of the coating shall be submitted.

(e) Qualification of coating applicators. - Each coating applicator shall be skilled and experienced in the application of each coating material which they will apply under this contract.

c. Materials. - Materials shall be in accordance with these specifications. All pigmented coatings and primers shall be purchased in containers not larger than five (5) gallons as packaged by the manufacturer. Containers shall be labeled with the material specification number and the batch number. Colors of finish coatings shall be in accordance with Paragraph C.8.3 (Color Schedule). All colors and tints shall be prepared by the manufacturer. No tinting is allowed at the jobsite.

The Contractor shall purchase the total quantity of each construction material that is expected to be used in a reasonable length of time (i.e., one (1) year, or the minimum specified storage stability period of the material, whichever is shorter) to avoid repetitive purchases that would impose additional testing expense on the Government. The costs and delays from additional testing required as a result of either unnecessary small purchases or rejection of the materials submitted shall be the responsibility of the Contractor.

Except as specified above regarding colors of finish coatings and certain small quantities of coatings, materials shall be in accordance with the specifications listed in the coating tabulations or may be in accordance with subsequent revisions. Samples or certifications shall be identified with the proper specification revision.

Paint and coating materials required to be used on work covered by these specifications, but are not covered by this paragraph or listed in the coating tabulations, shall also be subject to certification, sampling, and testing in accordance with subparagraph b. above.

d. Preparation of surfaces. -

(1) Metalwork and equipment, except existing metalwork and equipment. - Surface preparation shall be in accordance with the methods herein and as indicated in the coating tabulation. Any coatings not required by and not shown in the coating tabulation shall be removed from the surfaces by suitable and effective means, unless otherwise directed. All surfaces not specifically covered herein shall be prepared by methods common to good practice for the particular surface. If rust forms or the surfaces become otherwise contaminated in the interval between cleaning and coating, or between coats, recleaning shall be performed by the Contractor.

(a) Initial surface preparation. - Weld spatter, slag burrs, or other objectionable surface irregularities shall be removed or repaired before cleaning. Any contaminants to the coating, from cleaning operations or other sources, shall be removed before the surfaces are coated.

All oil and grease shall be removed from surfaces to be painted or coated by the use of clean solvent and clean, lint-free wiping material. Cleaning solvent shall be a material

which does not leave a residue, such as xylene. Cleaning cloths and solvents shall be discarded before they become contaminated to the extent that a greasy film would remain on the surface being cleaned.

All applicable environmental and safety regulations shall be observed in handling the solvents and disposing of the cleaning cloths and excess solvents.

(b) Specific surface preparation. - Following initial surface preparation, specific surface preparation shall be by one of the following methods, as specified for each item in the coating tabulation:

Method A. - Dirt, scum, and any other contamination shall be removed by solvent cleaning, water washing, or other effective means. The solvent chosen should be one which does not leave a residue. (See subparagraph d.(1)(a) above.) Surfaces with gloss or semigloss paints shall also be sanded lightly.

Method B-1. - Following solvent cleaning to remove oil and grease, the surfaces shall be washed with clean, treated water (no detergent or other additives shall be used). The surfaces shall then be cleaned of all existing paint, and of all loose rust, loose mill scale, and other foreign substances by commercial grade abrasive blasting conforming to NACE No. 3 (1994) or SSPC-SP6 (2000, Set). In situations where abrasive blasting is undesirable or impractical, "Power Tool Cleaning to Bare Metal," SSPC-SP11 (2000, Set), may be used.

Method C. - Following the initial solvent cleaning, the surfaces shall be blast-cleaned to base metal, using dry, hard, sharp, blasting media, to produce a near-white, abrasive-blasted surface free of all foreign substances to achieve the specified or recommended surface profile. The surface shall be cleaned to equal or exceed NACE No. 2 (2000) or SSPC-SP10 (2000, Set).

(2) Existing metalwork and equipment. - Surface preparation of existing metalwork and equipment shall be in accordance with this subparagraph. Surfaces include those with sound but weathered coatings; deteriorated and disbonded coatings; rusted galvanized and ferrous metal; and deposits of grease, oil, and other foreign materials. Cleaning methods employed shall create suitable surfaces for subsequent coating and shall consist of methods specified in subparagraph d.(1) above, with modifications as follows:

(a) Prior to other cleaning, the surfaces shall be cleaned by pressure washing with clean, treated water (no detergent) or, where appropriate, by steam cleaning conforming to SSPC-SP1 (2000, Set), which shall include a detergent additive. The steam cleaning shall be followed by a hot-water rinse or a second steam cleaning without the additive. Solvent cleaning shall also be used as necessary where pressure washing with clean, treated water (no detergent) has been used, or where inspection of the surface reveals a necessity for solvent cleaning.

(b) Thereafter, the surfaces shall be prepared as follows:

Method A-1. - Surfaces of sound but weathered coatings shall be cleaned by method A. Surfaces displaying residual gloss shall be sanded lightly. At the Contractor's option, and, if appropriate, steam cleaning without additive may be used to remove chalk from surfaces not contaminated with oil or grease.

Method C-1. - Surfaces which are rusted or which have deteriorated or disbonded coatings shall be cleaned by method C. Such surfaces of galvanized metal shall be lightly etch blasted, and rust in such areas shall be removed completely by blast cleaning. The abrasive blaster used for this work shall be equipped with an ON-OFF control at the nozzle. Abrasive blasting shall be restricted to the affected areas, and abrasive blast damage to equipment and other coated surfaces shall be repaired by the Contractor in a manner approved by the Contracting Officer.

e. Application. -

(1) Qualified applicators. - Coatings shall be applied only by applicators whose qualifications have been submitted and approved in accordance with subparagraph C.8.1.b.(2)(e) (Qualifications of Coating Applicators).

(2) Materials shall be thoroughly mixed at the time of application. Surfaces shall be clean and, unless otherwise specified, free from moisture at the time of application. Items of metalwork to be coated that are not thoroughly dry at the time of coating application shall be heated to a sufficient temperature (20 to 30 degrees above the dewpoint, or 80°F) to drive off any moisture present before paint is applied. Heating, if used, shall be by a method such as the use of space heaters which does not bring products of combustion into contact with surfaces being coated. The surfaces to be coated shall be a minimum of 5°F (3°C) above the dewpoint.

Unless otherwise specified, priming (first) coats shall be applied using the following method:

All bolt heads, welds, edges, corners, and similar items shall be primed by brushing to thoroughly and effectively coat these difficult areas. The coating material may be delivered to the surface by spraying and then "scrubbed in" by brushing. If a thorough blowdown, vacuuming, or other dry means of cleaning the blasted surface has adequately removed remaining blasting debris, flat areas (without difficult areas) may be coated by spraying.

Care shall be exercised during spray application to hold the nozzle sufficiently close to the surfaces being painted to produce a continuous wet coat, and to avoid excessive evaporation of the volatile constituents and loss of material into the air, or bridging over crevices and corners. Effective means shall be provided for removing free oil and moisture from the air-supply lines of all spraying equipment. Spray equipment shall be equipped with mechanical agitators, pressure gauges, and pressure regulators. Nozzle pressure consistent with acceptable finish results shall be employed when spray coating.

Each coat shall be applied in such a manner as to produce an even film of uniform thickness which will completely cover irregularities, fill crevices, and be tightly bonded to the substrate or previous coat. Each coat shall be free from runs, pinholes, sags, laps, brush marks, voids, and other defects. Each coat shall be allowed to dry or to harden before the succeeding coat is applied.

The coating thickness on steel surfaces shall be measured by approved gauges and shall be not less than the minimum specified thickness at any point on the coating. Acceptance will be based on specified coverages, or on the specified total dry-film thickness (DFT) as measured by an Elcometer, Mikrotest, or other suitable DFT gauge after the complete coating system has hardened but before the recoating interval has been exceeded. Unless otherwise specified, the DFT is measured above any created profile on the surface, i.e., above the peaks, not the valleys, of the profile.

As determined by the Contracting Officer, if necessary to improve application properties, cold-applied coatings shall be heated by means of a hot-water bath, or other OSHA-approved method, to temperatures not exceeding 100°F. The curing process of protective coating systems is temperature dependent. The application of individual coating systems shall be applied within the specific minimum curing temperatures and maximum application temperatures applicable to that coating system. The temperature limits shall be as defined on the coating category sheets or the product data sheets, whichever is more restrictive. Unless otherwise specified, coatings shall not be applied when the temperature of the item to be coated or of the surrounding air is under 45°F. The application of coatings shall proceed only when the humidity and the temperatures of atmosphere and of surfaces to be coated are such that evaporation rather than condensation will result. For some coating categories, i.e., epoxies, condensation is not allowed at any time during the curing process. Application of these coatings shall not proceed until the proper curing environment can be maintained for the entire curing period between initial application and the next coat is applied or full cure has been obtained, whichever is shorter. Brush coats may be applied by the conventional brushing procedure, or the coating may be delivered to the surface in a fluid stream by means of spray equipment and the coating then spread immediately by brushing to a smooth, uniform coating.

Thinning of coatings to facilitate satisfactory application shall be kept to a minimum, but in no event shall it exceed 1 pint per gallon of coating, except as otherwise specified; only thinner approved for the type of coating shall be used. The addition of thinner shall not cause the coating to exceed the VOC limits at the point of application.

All Contractor-applied coatings exposed to public view shall present a uniform texture and color-matched appearance.

Methods of preparing and applying paints and coatings not included in these specifications shall be in accordance with the manufacturer's instructions and the general requirements of these specifications.

(3) Application of specific materials shall be as follows:

(a) Application of Single-Component, Moisture-Cure, Urethane. - In accordance with manufacturer's recommendations.

(b) Corrosion-preventive compound. - Corrosion-preventive compound shall be applied by any convenient method to ensure complete coverage with a heavy, uniform coating.

f. Cost. - The cost of furnishing, preparing, and applying all materials for the cleaning, coating repair, or coating operations; of providing the services of the coating manufacturer's representative where such services are required; and of furnishing and submitting manufacturer's instructions, purchase orders, certifications, and samples of materials shall be included in the applicable prices offered therefor in the schedule for the associated items of work where painting is required.

### **C.8.2. Coatings, Tabulations and Categories**

a. General.- Items shall receive the cleaning, painting, and coating systems shown in the tabulation below. Paint and coatings shall be applied as required under paragraph C.8.1. (Coating, General), which paragraph also contains information on required documentation.

All components of a coating system shall be obtained from, or guaranteed by, the same manufacturer. Unless otherwise specified, waterborne and solvent borne coatings shall not be used together. For example, a waterborne primer shall not be used with a solvent borne topcoat, unless such use is specifically specified.

Volatile organic compound (VOC) content of all coatings systems shall not exceed the maximum VOC content permitted by Federal, State, and local air pollution control regulations. VOC content is given for most of the coatings categories and is identified as being either "as supplied" or "reduced for spray." It is the application ("reduced for spray") VOC, **not** the "as supplied" VOC, which shall not exceed the maximum allowed by the air pollution control regulations. If in doubt as to how much VOC will be increased by various levels of thinning, the Contractor shall consult with the coating's manufacturer.

In the tabulations under the column titled "Paint or Coating Material," materials are specified by reference to voluntary standards, Federal specifications or standards, "Brand-name or equal" purchase descriptions, or by reference to coatings categories. Coating categories are classified and described in general in subparagraph b.(2). The coating category naming algorithm is presented in subparagraph b.(3). The coating tabulations being specified are listed in subparagraph c. and specific coatings being specified are listed and described in subparagraph d.

Also, DFT (dry-film thickness) requirements are given for individual coats where applicable and for the total system under the column titled "Number and thickness of coats."

Where abrasive blasting is specified, the profile to be achieved is the one recommended by the coating's manufacturer. The majority of immersion coatings would typically require a profile of 2 to 3 mils. If a specific profile has not been specified in this specification, the specific profile shall be obtained from the coating's manufacturer.

Except as otherwise noted in the tabulations, finish coats of paint shall be of the color and gloss specified in paragraph C.8.3. (Color Schedule).

b. Coatings Categories, General. -

(1) General. - Coating categories are subdivided into four sections that identify and describe:

- (a) Category number, the name of the coating product, and the name of the manufacturer and supplier if known.
- (b) Composition
- (c) Physical characteristics
- (d) Performance requirements

When Federal or other specifications are referenced under the coatings categories, "Composition and Physical Characteristics" are combined into one section which references the specification(s).

"Application method" appears in the category as either an item in the "physical characteristics" section of the category or as a part of the specifications referenced in the category. In instances where the method of application is not specifically mentioned or known from experience, consult the coating manufacturer. If restrictions on the site of application, (i.e., shop application only) or special application equipment (i.e., plural component, airless spray equipment) is specified in the category, the restrictions shall be observed and the equipment shall be used.

For low temperature curing systems, applications to surfaces below 40°F require special precautions against the deposition of "black ice." At temperatures above 100 to 110°F, special problems in applying many of the categories may be experienced. Consult the coating's manufacturer when any doubt arises about the suitability of application conditions. Waterborne categories, reactive or not, shall **not** be applied at a relative humidity of above 85 percent. Unless otherwise specified, conventional, single package, categories of coatings shall **not** be applied to a surface with a temperature of less than 40°F.

Recoating times at a reference temperature are given in the "physical characteristics" section of the categories or in the specifications referred to in the categories. Some categories show both a minimum and maximum recoating time (a "window"). Others show

only the minimum recoating time. Federal Specification coatings shall be checked for recoating times. If recoating times are not listed in the categories or in the Federal Specification, the Contractor shall consult the coating's manufacturer for the recoating time.

(2) Coating Category Descriptions. - There are four main classes of coatings used on Reclamation's infrastructures. The coatings are classified by the coating's life cycle exposure condition. The four exposure conditions of coated surfaces being addressed are immersion in water, burial in soil, atmospheric or non-immersion exposure, or general exposure of nonferrous materials to any of the above environments. Coatings suitable for one exposure condition, may or may not be suitable for other exposure conditions. These classes are further subdivided into subclasses used to organize and identify particular coatings within the coating categories.

Coatings suitable for atmospheric exposure may be unsuitable for use in either immersion or buried service. These coatings may be exposed to indoor or outdoor atmospheric conditions, exposed to intermittent condensation, rain or snow, be subjected to wide temperature swings associated with outdoor weather, or exposed to direct sunlight.

(3) Coating Category Alphanumeric Designation. - The coating category alphanumeric labels found in the Coating Tabulations and coating categories are Government abbreviations. The abbreviations are up to eight character labels used to link different coatings into groups. The alphanumeric labels are divided into two parts, a coating exposure class and several subclasses. The following describes the two parts of the alphanumeric designations:

(a) Exposure class. - The first two or three characters before the dash identifies the exposure class. There are four exposure classes, immersion (IE), burial (BE), atmospheric (AE), or general exposure (GE). The third character before the dash identifies whether the category is an individual coating (shown as no character) or a coating system (shown as S). The Coating Tabulations may list either a combination of individual coating being added together to form a coating system or list a specific coating system as a coating option in the tabulation.

(b) Subclass type. - The four characters after the dash identify either a generic coating, a specific coating, or combination of coatings linked together as a coating system.

c. Specified Coating Tabulations. -

The Coating Tabulations identify and specify the coatings to be used as a part of these specifications. The tabulation describes the surface to be coated, lists the items to be coated, specifies the coatings or coating options available, specifies the number and thickness of coats to be applied, and the surface preparation method to be used before applying the coatings. The coating tabulations to be included in these specifications are listed herein.

<p>Tabulation No.T-TAB16C. -</p> <p>The exposed exterior surfaces of the items listed below shall be painted or coated in accordance with the requirements of this tabulation.</p> <p>Items to be painted or coated:</p> <ul style="list-style-type: none"> <li>a. Valving.</li> <li>b. Pipe hangers and supports.</li> <li>c. Eductors</li> <li>d. Strainers</li> </ul>		
Paint or coating materials, option 1	Number and thickness of coats	Surface preparation method
<p>Prime coat:</p> <p>Category: AE-D1(w) AE-E1(w)</p>	<p>1</p> <p>3-mil DFT, minimum, plus edge coat</p>	C
<p>Finish coats:</p> <p>Category: AE-D2(w) AE-E2(w)</p> <p>(Colors and glosses as shown in the color schedule.)</p>	<p>2 or more coats</p> <p>3-mil DFT, minimum, per coat</p> <p>9-mil DFT, minimum, for total system, not including edge coat</p>	
Paint or coating materials, option 3	Number and thickness of coats	Surface preparation method
<p>Primer:</p> <p>Category: AE-W2</p>	<p>1 coat</p> <p>3-mil DFT, minimum plus edge coat</p>	C
<p>Finish coats:</p> <p>Category: AE-W5 AE-W6</p> <p>(Colors and glosses as shown in the color schedule.)</p>	<p>1 or more coats</p> <p>3-mil DFT, minimum, per coat</p> <p>6-mil DFT, minimum, for total system, not including edge coat</p>	

## d. Specified Coating Categories. -

The specific Coating Categories referenced in the coating tabulations by an alphanumeric name are listed in this section. These coating categories identify the product name and manufacturer, if known, and describe in detail the coating's generic composition, physical characteristics, and performance requirements for each coating system or its equivalent coating system if allowed.

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 Category AE-D1(w)
 

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Category AE-D1(w) coatings shall be:

Devflex 600, Water based latex primer, as manufactured by:

Devoe Coatings Company  
 PO Box 7600  
 Louisville KY 40207  
 (502) 897-9861,

---

or equal, having the following salient characteristics:

---

COMPOSITION:

100 percent acrylic emulsion primer, with a nontoxic corrosion-inhibitor system (flat)

Lead and Chromate free

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PHYSICAL CHARACTERISTICS:

Volume solids: ASTM D 2697 (1998) (7 day)	46 percent, minimum
VOC (as supplied): EPA 24	0.65 pound per gallon (78 grams per liter), maximum
Minimum application temperature:	50°F
Recoating time at 77°F and 50 percent RH:	30 minutes, minimum
Application method:	Brush, roller, conventional or airless spray

---

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Direct impact resistance ASTM D 2794 (1999):	greater than 140 inch pounds
Flexibility ASTM D 522 (1993), 180° bend over 1/8-inch mandrel):	passes
Pencil hardness ASTM D 3363 (2000):	2B, minimum

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\* Devflex 604 must be used as a topcoat for this primer.

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## Category AE-D2(w)

Category AE-D2(w) coatings shall be

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Devflex 604, Water based gloss enamel, as manufactured by:

Devoe Coatings Company  
 PO Box 7600  
 Louisville KY 40207  
 (502) 897-9861

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or equal, having the following salient characteristics:

---

COMPOSITION:

100 percent acrylic emulsion corrosion-resistant coating (gloss)

Lead and chromate free

---

PHYSICAL CHARACTERISTICS:

Volume solids: ASTM D 2697(1998) (7 day) 41 percent, minimum

VOC (as supplied): 2.0 pounds per gallon  
 EPA 24 (240 grams per liter), maximum

Minimum application temperature: 50°F

Recoating time at 77°F  
 and 50 percent RH: 2 hours, minimum

Application method: brush, roller, conventional or airless spray

---

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Direct impact resistance ASTM G 14 (1996): greater than 160 inch pounds

Flexibility ASTM D 522 (1993), 180° bend over  
 1/8-inch mandrel: passes

Pencil hardness 2B, minimum  
 ASTM D 3363 (2000):

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\* Devflex 600 shall be used as a primer for this topcoat.

---

## Category AE-E1(w)

Category AE-E1(w) coatings shall be:

---

DTM Waterborne Acrylic Primer/Finish Coating, Series B66W1; as manufactured by:

Sherwin-Williams  
 101 Prospect Avenue NW  
 Cleveland OH 44115-1075  
 (800) 752-8468

---

or equal, having the following salient characteristics:

---

COMPOSITION:

100 percent acrylic emulsion corrosion-resistant coating (flat)  
 Lead and Chromate free

---

PHYSICAL CHARACTERISTICS:

Volume solids:	37 percent, minimum
VOC (as supplied):	2.01 pounds per gallon (240 grams per liter), maximum
Minimum application temperature:	50°F
Recoating time at 77°F and 50 percent relative humidity:	4 hours, minimum
Surface application temperature above dew point:	5°F, minimum
Application method:	Brush, roller, conventional or airless spray

---

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Abrasion resistance: ASTM D 4060 (1995), CS-17 wheel, 1,000 cycles, 1 kg, Taber Abrasion	225 mg loss
Direct impact resistance: ASTM G 14 (1996)	greater than 160 inch pounds
Flexibility: ASTM D 522 (1993), 180 degree bend over 1/8-inch mandrel	passes
Pencil hardness: ASTM D 3363 (2000)	2B, minimum
Pulloff Adhesion: ASTM D 4541 (1995) (Elcometer)	greater than 500 psi
Tape adhesion: ASTM D 3359 (1997)	equal to or better than 4A or 4B

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## Category AE-E2(w)

Category AE-E2(w) coatings shall be:

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DTM Waterborne Gloss Acrylic Coating\*, B66 Series; as manufactured by:

Sherwin-Williams  
 101 Prospect Avenue NW  
 Cleveland OH 44115-1075  
 (800) 752-8468

---

or equal, having the following salient characteristics:

---

COMPOSITION:

100 percent acrylic emulsion corrosion-resistant coating (gloss)  
 Lead and chromate free

---

Physical Characteristics:

Volume solids:	37 percent, minimum
VOC (as supplied):	2.01 pounds per gallon (240 grams per liter), maximum
Minimum application temperature:	50°F
Recoating time at 77°F and 50 percent relative humidity:	4 hours, minimum
Surface application temperature above dew point:	5°F, minimum
Application method:	brush, roller, conventional or airless spray

---

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Abrasion resistance: ASTM D 4060 (1995), CS-17 wheel, 1,000 cycles, 1 kg, Taber Abrasion	107 mg loss
Direct impact resistance: ASTM G 14 (1996)	greater than 160 inch pounds
Flexibility: ASTM D 522 (1993), 180 degree bend over 1/8-inch mandrel	passes
Pencil hardness: ASTM D 3363 (2000)	2B, minimum
Pulloff Adhesion: ASTM D 4541 (1995) (Elcometer)	greater than 500 psi
Tape adhesion: ASTM D 3359 (1997)	equal to or better than 4A or 4B

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\* If the color is a safety color, black, pastel, or if medium, deep, and ultra deep tinting bases are used, Category AE-E1(w), (DTM primer-finish, B66W1 series), shall be used as a primer for this topcoat.

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## Category AE-W2

Category AE-W2 primer coatings shall be:

MC-Miozinc; as manufactured by:

Wasser High-Tech Coatings  
8401 S. 228th, Building. 103  
Kent WA 98032  
(206) 850-2967

or equal, having the following salient characteristics:

COMPOSITION:

Aromatic, single-component, moisture cure urethane - zinc and micaceous iron oxide pigmented  
Lead and chromate free

PHYSICAL CHARACTERISTICS:

Volume solids:	59 percent, minimum
Weight per gallon:	20.2 ± 0.6 pounds per gallon
VOC (as supplied):	2.8 pounds per gallon (335 grams per liter), maximum
Minimum application temperature:	20°F (Inspector must approve application below 33°F)
Maximum applied DFT per coat:	4 mils
Curing time at 75°F:	Touch - 20 minutes; Handle - 8 hours; Stack - 12 hours
Recoating time at 50 to 90°F and 60 percent relative humidity*:	4 hours, minimum; no maximum
Application method:	Brush, roller, conventional or airless spray

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Direct impact resistance: ASTM G 14 (1996)	greater than 160 inch pounds
Direct impact resistance: ASTM D 2794 (1999)	greater than 150 inch pounds
Flexibility: ASTM D 522 (1993), 180 degree bend over 1/4-inch mandrel	passes
Abrasion resistance: ASTM D 4060 (1995), CS-17 wheel, 1,000 cycles, 1 kg, Taber Abrasion	45 mg loss
Pencil hardness: ASTM D 3363 (2000)	2B, minimum
Pulloff Adhesion: ASTM D 4541 (1995) (Elcometer)	greater than 500 psi
Tape adhesion: ASTM D 3359 (1997)	equal to or better than 4A or 4B

\* Additional recoat time is required at temperatures of 20 to 40°F and humidity of 10 to 30 percent.

## Category AE-W5

Category AE-W5 topcoat shall be:

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MC-Ferrox A; as manufactured by:

Wasser High-Tech Coatings  
8401 S. 228th, Building. 103  
Kent WA 98032  
(206) 850-2967

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or equal, having the following salient characteristics:

---

COMPOSITION:

Aliphatic, single-component, moisture-cure urethane - pigmented portion must contain micaceous iron oxide at a minimum loading of 3.5 pounds per gallon.

Lead and chromate free

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PHYSICAL CHARACTERISTICS:

Volume solids:	60 percent, minimum
Weight per gallon:	13.0 ± 1.0 pounds per gallon
VOC (as supplied):	2.8 pounds per gallon (335 grams per liter), maximum
Minimum application temperature:	20°F (Inspector must approve application below 33°F)
Maximum applied DFT per coat:	3.5 mils
Curing time at 75°F:	Touch - 30 minutes; Handle - 18 hours; Stack - 24 hours
Recoating time at 60 to 90°F and 60 percent relative humidity*:	6 hours, minimum; no maximum
Application method:	Brush, roller, conventional or airless spray

---

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Direct impact resistance: ASTM D 2794 (1993)	greater than 150 inch pounds
Flexibility: ASTM D 522 (1993), 180 degree bend over ½-inch mandrel	passes
Pencil hardness: ASTM D 3363 (2000)	2B, minimum
Pulloff Adhesion: ASTM D 4541 (1995) (Elcometer)	greater than 500 psi
Tape adhesion: ASTM D 3359 (1997)	equal to or better than 4A or 4B

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\* Additional recoat time is required at temperatures of 20 to 40°F and humidity of 10 to 30 percent.

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## Category AE-W6

Category AE-W6 topcoat shall be:

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MC-Shieldcoat; as manufactured by:

Wasser High-Tech Coatings  
8401 S. 228th, Building. 103  
Kent WA 98032  
(206) 850-2967

---

or equal, having the following salient characteristics:

---

COMPOSITION:

Aliphatic, single-component, moisture-cure urethane  
Lead and chromate free

---

PHYSICAL CHARACTERISTICS:

Volume solids:	60 percent, minimum
Weight per gallon:	Colors - 11.6 ± 1.0 pounds per gallon Clear - 8.5 ± 0.2 pounds per gallon
VOC (as supplied):	2.8 pounds per gallon (335 grams per liter), maximum
Minimum application temperature:	20°F (Inspector must approve application below 33°F)
Maximum applied DFT per coat:	2 mils
Curing time at 75°F:	Touch - 30 minutes; Handle - 16 hours
Recoating time at 60 to 90°F and 60 percent relative humidity*:	6 hours, minimum; 72 hours, maximum; after 72 hours abrade surfaces
Application method:	Brush, roller, conventional or airless spray

---

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Direct impact resistance: ASTM D 2794 (1999)	greater than 150 inch pounds
Flexibility: ASTM D 522 (1993), 180 degree bend over ½-inch mandrel	passes
Pencil hardness: ASTM D 3363 (2000)	2B, minimum
Pulloff Adhesion: ASTM D 4541 (1995) (Elcometer)	greater than 500 psi
Tape adhesion: ASTM D 3359 (1997)	equal to or better than 4A or 4B

---

\* Additional recoat time is required at temperatures of 20 to 40°F and humidity of 10 to 30 percent.

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**C.8.3. Color Schedule**

The color of the finish coats of paints on the items listed in the painting tabulations shall have a color equal to the following:

EQUIPMENT	COLOR
Valves, low pressure piping, eductors	Light blue to match previously installed new eductor systems
Strainers	Black
High pressure piping	Safety yellow

It shall be the Contractor's responsibility to ensure that a true match of color and gloss is obtained for all painted surfaces of items required by these specifications.

**SUBSECTION C.9.1 - DRAWINGS****C.9.1. Drawings, General**

a. General. - Some of the drawings included herein show details of fabrication, and other details and specifications not a part of work required under these specifications. Specifications and details shown on these drawings which are not applicable under these specifications shall be disregarded. Reference drawings referred to on specifications drawings, and not included herein, are not considered necessary for proposal purposes but will be furnished to the Contractor, where necessary, for construction purposes. Where details shown on standard drawings 40-D- series differ from those shown on other drawings or the requirements of these specifications, the details shown on other drawings or the requirements of these specifications shall govern.

In accordance with the clause entitled "Specifications and Drawings for Construction," the Contractor shall advise the Contracting Officer of any discrepancies including errors or omissions discovered on any of the drawings.

b. Additional or revised drawings. - Except as otherwise provided in these specifications for drawings to be furnished by the Contractor, these specification's drawings will be supplemented by such additional or revised general and detail drawings as may be necessary or desirable as the work progresses; and the Contractor shall do no work without proper drawings and instructions. The additional or revised general and detail drawings furnished by the Government will show dimensions and details necessary for construction purposes more completely than are shown on these specifications drawings for all features of the work.

c. Additional copies of drawings. - The Contractor will be furnished additional copies of specifications and drawings as may be required for carrying out the work. Full-size prints of the original drawings from which the attached reproductions were made will be furnished to the Contractor for construction purposes upon request. The number of full-size prints of each drawing furnished to the Contractor will be limited to 4 prints and 1 reproducible.

d. Informational drawings. - Some of the drawings included herein are marked for "information only" in the drawing list, and are intended to show some feature about which additional knowledge is required for preparing the proposal and design. Dimensions have not been checked or compared with actual figures to verify accuracy. To the extent that correct information is required for an offeror to determine a price, offerors are advised to verify accuracy and are required to measure for themselves.

e. Mailing address. - All drawings and data submitted by the Contractor for which a specific mailing address is not given in these specifications shall be submitted to the Regional Engineer at the address listed in subparagraph C.1.3.e (Submittal Requirements).

**C.9.2. List of Drawings**

The following drawings are made a part of these specifications:

Location Map:

1. 45-301-6681 Hoover Power Plant Location Map

Unit N-1 Eductor:

2. 45-301-7634 Eductor Cooling Water Supply - Elevation, Sections, Detail
3. 45-301-7635 Cooling Water Eductor and Strainer - Plan and Section
4. 45-301-7636 Eductor Cooling Water Drain - Elevation and Sections

Unit N-1 Electrical:

5. 45-301-7622 N1 Eductor Cooling Water Valves - Control Panel Wiring Diagram
6. 45-D-10391X Station Service - Miscellaneous Equipment Location N1 - Pipe and Pump Galleries - Wiring Diagram

Units N-1 & N-3 Electrical:

- g. 45-301-7623 Nevada Limatorque Motor Operated Cooling - Water Valves - Wiring Diagram
- h. 45-301-7288 Limatorque Motor Operated Cooling Water Valves - Schematic Diagram

Unit N-3 Eductor:

9. 45-301-7691 Eductor Cooling Water Supply - Elevation, Sections, Detail
10. 45-301-7692 Cooling Water Eductor and Strainer - Plan and Section
11. 45-301-7693 Eductor Cooling Water Drain - Elevation and Sections

Unit N-3 Electrical:

12. 45-301-7624 N3 Eductor Cooling Water Valves - Control Panel Wiring Diagram
13. 45-D-10405X Station Service - Miscellaneous Equipment Location N3 - Pipe and Pump Galleries - Wiring Diagram

Information Drawings:

14. 45-D-7821 Units N-1 & N2 - Piping Details - Transformer and Generator Cooling Water Drains
15. 45-D-7824 Unit N-1 - Piping Details - Eductor Suction and Generator Air Cooler Supply
16. 45-D-7848 Units N-3 & N-4 - Piping Details - Transformer and Generator Cooling Water Drains
17. 45-D-7860 Unit N-3 - Piping Details - Eductor Suction and Generator Air Cooler Supply

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**SECTION D - PACKAGING AND MARKING**

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

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## **SECTION E - INSPECTION AND ACCEPTANCE**

(This section will be included with the contract document and forms a part of the contract requirements.)

### **E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

##### **52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)**

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## SECTION F - DELIVERIES OR PERFORMANCE

(This section will be included with the contract document and forms a part of the contract requirements.)

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

##### 52.242-14 SUSPENSION OF WORK (APR 1984)

### F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 14 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 **January 02, 2002** for Unit N-1; complete testing of one (1) eductor system for Unit N-1 not later than **January 07, 2002**; and complete the entire work ready for use not later than **March 01, 2002** for Unit N-3; complete testing of one (1) eductor system for Unit N-3 not later than **March 06, 2002**. The times stated for completion shall include final cleanup of the premises.

The completion dates are based on the assumption that the successful offeror will receive the notice to proceed by **September 17, 2001** for Unit N-1 and **December 20, 2001** for Unit N-3. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

### F.3 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 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 \$500 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.

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**SECTION G - CONTRACT ADMINISTRATION DATA**

G.1 WBR 1452.242-900 GOVERNMENT ADMINISTRATION PERSONNEL–BUREAU OF RECLAMATION–LOWER COLORADO REGION (JUL 1998)

The contracting office representative responsible for overall administration of this contract is:

Mr. Kenneth A. Miller (Mail Code: LC-3130)  
Bureau of Reclamation, Lower Colorado Regional Office  
P.O. Box 61470, Boulder City NV 89006-1470

*Telephone* (702) 293-8460      *Fax No.* (702) 293-8499

*E-mail* kmiller@lc.usbr.gov

G.2 WBR 1452.242-901 CONTRACTOR'S ADMINISTRATION PERSONNEL–BUREAU OF RECLAMATION–LOWER COLORADO REGION (JUL 1998)

The designated Contractor official who will be in charge of overall administration of this contract is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No:	(    )	Fax No.:	(    )
E-mail:			

G.3 WBR 1452.242-902 CONTRACTOR'S PAYMENT PERSONNEL–BUREAU OF RECLAMATION–LOWER COLORADO REGION (NOV 1996)

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No:	(    )	Fax No.:	(    )
E-mail:			

G.4 WBR 1452.232-903 INVOICE SUBMISSION REQUIREMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) The COR has been designated authority to approve invoices for progress payments under the contract. To ensure timely processing of progress payments under the contract, the designated billing office for such payments is: Mr. Bruce Moore (LC-6000), Bureau of Reclamation, Lower Colorado Region Engineering Services Office, P.O. Box 61470, Boulder City NV 89006-1470.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is Mr. Kenneth A. Miller (LC-3130), Bureau of Reclamation, Lower Colorado Region, P.O. Box 61470, Boulder City NV 89006-1470.

G.5 WBR 1452.242-80 POSTAWARD CONFERENCE--BUREAU OF RECLAMATION (JUL 1993)

(a) Prior to the Contractor starting work, a Post Award conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at Hoover Dam in Boulder City, Nevada.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

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## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

(This section will be included with the contract document and forms a part of the contract requirements.)

### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at

FAR - <http://www.arnet.gov/far>.  
 DIAR - <http://www.usbr.gov/aamsden/diar/aindex.html>  
 RARS - <http://www.usbr.gov/aamsden/rar.html>

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	DEFINITIONS (MAR 2001) ALTERNATE I (MAR 2001)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-2	SECURITY REQUIREMENTS (AUG 1996) ALTERNATE II (APR 1984)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (SEPT 2000)
52.222-6	DAVIS-BACON ACT (FEB 1995)
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-9	APPRENTICES AND TRAINEES (FEB 1988)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

52.222-12 CONTRACT TERMINATION-DEBARMENT (FEB 1988)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1998)

52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995) [\*]

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

52.228-1 BID GUARANTEE (SEP 1996)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JULY 2000)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

52.232-17 INTEREST (JUNE 1996)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (DEC 1998) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-4	CHANGES (AUG 1987)
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-3	VALUE ENGINEERING—CONSTRUCTION (FEB 2000)
52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) ALTERNATE I (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
WBR1452.201-80	AUTHORITIES AND LIMITATIONS—BUREAU OF RECLAMATION (JUL 1993)

\*/ Offeror and/or Contracting Officer (CO) must fill in blanks or edit as prescribed using full-text below.

<p><b>CONTRACT CLAUSES WITH BLANKS OR EDITS WHICH THE BIDDER/CO MUST ENTER (ONE ASTERISK SHOWN). THE CLAUSES GIVEN BELOW ARE ABRIDGED TO PRESENT ONLY THE PERTINENT ENTRIES AND/OR EDITING APPLICABLE FOR THIS CONTRACT.</b></p>
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FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

(b) The . . .(cont'd). . .contract.

MATERIAL (If none, insert "None")	IDENTIFICATION NO.

I.2 52.225-9 BUY AMERICAN ACT–BALANCE OF PAYMENTS PROGRAM–CONSTRUCTION MATERIALS (FEB 2000)

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

“Component” means any article, material, or supply incorporated directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic construction material” means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: none

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison				
Construction material description		Unit of measure	Quantity	Price (dollars)*
Item 1	Foreign construction material			
	Domestic construction material			
Item 2	Foreign construction material			
	Domestic construction material			
* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).				

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]*

### I.3 52.236-8 OTHER CONTRACTS (APR 1984) DEVIATION

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees. Other contract work which is anticipated to be performed at or near the site of this contract will be discussed at the preconstruction conference.

### I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

#### (a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.6 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.7 WBR 1452.223-82 PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE--BUREAU OF RECLAMATION (OCT 1998)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

I.8 1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.9 WBR 1452.228-901 PERFORMANCE AND PAYMENT BOND REQUIREMENTS FOR WORK REQUIRED UNDER SEPARATE SCHEDULES--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Pursuant to the Miller Act (40 U.S.C. 270a - 270f), the successful offeror (bidder) will be required to furnish separate performance and payment bonds for each Schedule of Work to the Contracting Officer 15 calendar days prior to the issuance of the notice to proceed on work required under this contract exceeding \$100,000 in the following amounts:

(1) Performance bond - Penal amount equal to 100 percent of the Schedule total.

(2) Payment bond - Penal amount of equal to 100 percent of the Schedule.

(b) The Contracting Officer may require the contractor to furnish additional protection in accordance with the clause entitled "Additional Bond Security."

(c) The successful offeror (bidder) shall provide acceptable forms of security for bonds furnished in accordance with the requirements of FAR Subpart 28.2. Persons acting as individual sureties shall comply with the requirements of the clause entitled "Pledges of Assets."

(d) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

I.10 WBR 1452.232-80 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)–BUREAU OF RECLAMATION (MAY 2000)

(a) Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388) incremental funding for this contract will be made available in accordance with this clause. This statute permits the Secretary of the Interior to enter into contracts which will cover such periods as the Secretary may consider necessary but in which liability of the United States shall be contingent upon appropriations being made therefor. For purposes of this clause, the term “appropriations” includes the Bureau of Reclamation’s subsequent allocation of funds for this contract.

(b) Incremental funding in the amount of \$10,000 is presently available for payment and allotted under this contract for removal of existing and installation of new eductor system. This present funding allotment is contemplated to cover the work to be performed until September 30, 2001. A schedule for anticipated future funding allotments is as follows. This information is for planning purposes only and may not be fully representative of the funds actually allotted under this contract [Insert percentage of total contract amount anticipated to be funded for each period when the clause is used in a solicitation; insert anticipated funding amounts for each period when clause is inserted in the contract]:

FISCAL YEAR	FUNDING AMOUNT
On award of contract	\$10,000
FY-2002	Remainder of funding for all Bid Items

(c) For work identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of this work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.

(d) Notwithstanding the date specified in paragraph (b) of this clause, the Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of work identified in paragraph (b) of this clause. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of funds identified in paragraph (b) of this clause, or to a mutually agreed upon substitute date. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly through revision of paragraph (b) of this clause. The Contracting Officer is the only person authorized to provide notice, communication, or other form of representation to increase or decrease the amount of funds allotted by the Government to this contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work identified in paragraph (b) of this clause.

(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. The provisions of this clause are limited to the work and allotment of funds as set forth in paragraph (b) of this clause. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) or (f) of this clause.

(i) Change orders shall not be considered authorization to exceed the amount allotted by the Government as specified in paragraph (b) of this clause unless the amount is increased by inclusion of a statement contained in the change order.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

I.11 WBR 1452.232-81 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK--  
BUREAU OF RECLAMATION (MAY 2000)

(a) General. Payment for the Mobilization and Preparatory Work line item of the schedule will be made as reflected herein. To the extent that this line item exceeds the percentage of total contract pricing as estimated by the Contracting Officer in WBR 1452.236-85, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

(1) Movement of personnel, equipment, supplies, and incidentals to the project site;

(2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract);

(3) Payment of premiums for project bonds and insurance; and

(4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.

(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows --

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government will reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which is specified as payable by the Government under this contract.

(2) Except as provided in (d)(1)above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling 5 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor 50 percent of the mobilization and preparatory work contract line item amount or 2.5 percent of the total original contract amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling 10 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the balance of the amount for the mobilization and preparatory work contract line item or 2.5 percent of the total original contract amount (whichever is the lower) shall be paid to the contractor.

(5) If the contract amount for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract work is substantially complete as determined by the Contracting Officer.

I.12 WBR 1452.228-84 CERTIFICATION OF REPRESENTATIVES FOR CORPORATE SURETIES--BUREAU OF RECLAMATION (SEP 1996)

(a) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

I.13 WBR 1452.231-81 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE--BUREAU OF RECLAMATION (JUL 1998)

(a) Definitions. "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized, "acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records.

"Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) Policy. (1) Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully

depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) Required data. In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --

(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) Use of the predetermined rate schedule.

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership and operating rates. Copies of the Schedules can be obtained, free of charge, from the U.S. Army Corps of Engineers, Publications Depot, 2803 52nd Avenue, Hyattsville, MD 20781-1102.

(2) For the purpose of determination of the hourly rates to be applied under this contract, working conditions shall be considered average, unless otherwise determined by the Contracting Officer.

(3) Rates for equipment not listed in the Schedule shall be calculated using the formulas in the Schedule. Alternatively, the Contracting Officer may determine to use rates in the Schedule for equipment comparable to the unlisted equipment, including horsepower and auxiliary features.

(e) Fully depreciated equipment. No depreciation or rental cost shall be allowed on equipment fully depreciated by the Contractor or by any division, subsidiary, parent company, or affiliate under common control. However, a reasonable rate for using fully depreciated equipment may be allowed by the Contracting Officer. Unless otherwise determined by the Contracting Officer, such hourly rate shall not exceed a value computed by multiplying the depreciation rate for the equipment (as shown in the Schedule table entitled "Construction Equipment Ownership and Operating Expense") by the economic index for the year of equipment manufacture (as shown in the Schedule table entitled "Economic Indexes for Construction Equipment"), divided by the economic index correspondingly with the year the Schedule is published. The year used for the basis of the rates in the Schedule is indicated in the table

entitled "Equipment Age Adjustment Factors for Ownership Costs." Idle or standby time will not be paid for fully depreciated equipment.

(f) Idle or standby time. Equipment ownership costs for idle or standby time of equipment not fully depreciated shall be determined as follows:

(1) The allowable rate shall be made at 50 percent of the hourly rate for ownership costs if actual cost data are used. The maximum hours per week allowed shall not exceed 40 hours or the amount of hours regularly worked by the Contractor, whichever is less. No allowance shall be made for Saturdays, Sundays, or holidays, when work is not actually performed.

(2) If actual cost data cannot be determined, the rate shall be computed in accordance with the Schedule.

(3) No costs shall be allowed for time when the equipment would have been otherwise idle or was not in good operating condition.

(4) Periods of time less than 2 hours on which equipment is down for normal and regular ser-vice and for minor field repair or field maintenance shall be considered by the Contractor to be operating time rather than idle or standby time and such periods shall not be deducted from use or operating time.

(5) No costs are allowable for fully depreciated equipment.

(g) Rental. Allowable costs for renting or leasing of equipment shall be determined in accordance with FAR 31.105(d)(2)(ii) and 31.205-36.

#### I.14 WBR 1452.236-84 PRESERVATION OF CULTURAL RESOURCES—BUREAU OF RECLAMATION (FEB 2000)

(a) General. Federal legislation provides for the protection and preservation of cultural resources that may be impacted or altered as a result of any Federal project, activity, or program or federally licensed or assisted project, activity, or program.

(b) Discovery of Resources. Should the Contractor, or any of the Contractor's employees, subcontractors, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible cultural resources, the Contractor shall immediately cease work at that location and provide oral notification to the Contracting Officer, giving location and nature of the findings. The Contractor shall forward a written report of findings to the Contracting Officer within 48 hours.

(1) If a cultural resource is determined by Reclamation to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity. This requirement is prescribed under the Native

American Graves Protection and Repatriation Act (NAGPRA). Many States have "burial laws" that apply to non-Federal and non-Indian lands; the Contractor is responsible for complying with applicable state law when operating on non-Federal and non-Indian lands.

(2) If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 2 days to the responsible tribal official and the Contracting Officer. (The Reclamation office will supply the name and phone number of the tribal official. This information also can be obtained at <http://web.cast.uark.edu/other/nps/nacd>.)

(3) The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the Contracting Officer.

(c) Destruction of Archaeological Resources. Any person who excavates, removes, damages, alters or defaces or attempts to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands or Indian lands is subject to a maximum of five years in prison and \$250,000 fine, as prescribed under Sections 6 and 7 of the Archaeological Resources Protection Act. State law may provide other penalties on non-Federal lands.

d) Approval of Use Areas and Borrow Sources. If the Contractor proposes to use a location other than an approved location (approved locations to be provided by the Contracting Officer), the location(s) must first be approved for use by the Contracting Officer. When considering an unapproved use area or borrow source, the Contractor shall submit a map showing the location to the Contracting Officer at least 45 calendar days in advance of any proposed use. The Contractor or his subcontractors shall take no action to use or alter the proposed location until written approval is provided by the Contracting Officer.

(e) Compensation for Delays. Where appropriate by reason of discovery, the Contracting Officer may order changes in the schedule or work. If such delays or changes are ordered, any equitable adjustment under the contract will be provided in accordance with the applicable clauses of the contract.

(f) Subcontractors. The Contractor shall insert this clause in all subcontracts that involve performance of work on job site terrain.

(g) Cost. Except as provided in subsection e above, the cost of complying with this contract clause shall be included in the prices offered in the schedule for other items of work.

(h) Government Access. The Contractor's arrangement with landowners shall permit the Government or its representatives access to the land to identify cultural resources and conduct appropriate inspections during the Contractor's use of the area or during material procurement.

(i) Definitions.

(1) "Cultural items" as defined by NAGPRA include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony.

(2) "Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

(3) "Funerary objects" means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.

(4) "Human remains" means the physical remains of the body of a person.

(5) "Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States.

(6) "Sacred objects" means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.

(7) "Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Indian tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

1.15 WBR 1452.236-904 AVAILABILITY AND USE OF UTILITY SERVICES—BUREAU OF RECLAMATION—LOWER COLORADO REGION (NOV 1996)

In accordance with FAR 52.236-14, Availability and Use of Utility Services, incorporated by reference in Section I, the following utility services will be made available under the contract:

Sanitary  
Compressed Air Facilities  
Electric Power  
Water

1.16 WBR 1452.243-80 MODIFICATION PROPOSALS--BUREAU OF RECLAMATION  
(FEB 2000) ALTERNATE III (JUL 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Equipment Ownership and Operating Expense clause of this contract;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the the Subcontractor Cost or Pricing Data – Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed \$500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Changes clause of this contract.

I.17 WBR 1452.214-910 ORDER OF PRECEDENCE–DRAWINGS–BUREAU OF  
RECLAMATION–LOWER COLORADO REGION (NOV 1996)

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER  
ATTACHMENTS

**SECTION J - LIST OF ATTACHMENTS**

J.1 WBR 1452.214-903 APPLICABILITY OF DOCUMENTS–BUREAU OF RECLAMATION–LOWER COLORADO REGION (NOV 1996)

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

J.2 WBR 1452.214-904 LIST OF CONTRACT DOCUMENTS–BUREAU OF RECLAMATION–LOWER COLORADO REGION (NOV 1996)

Attachment No.	Title	No. of Pages
1	Wage Determination No. NV010005	24
2	Bid Guarantee (SF-24)	2
3	Release of Claims (DI-137)	1
4	Bid Submittal Information (1414-14.wpd)	1
Vol 2	Drawings	17

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## ATTACHMENT NO. 1

DEPARTMENT OF LABOR WAGE DETERMINATION

*To obtain the wage determination from DOL, click on the following:*

<http://www.access.gpo.gov/davisbacon/>

GENERAL DECISION NV010005 07/13/01 NV5  
General Decision Number NV010005

Superseded General Decision No. NV000005

**State: Nevada**

Construction Type:

**HEAVY**  
HIGHWAY

County(ies):

CARSON CITY	EUREKA	NYE
CHURCHILL	HUMBOLDT	PERSHING
CLARK	LANDER	STOREY
DOUGLAS	LINCOLN	WASHOE
ELKO	LYON	WHITE PINE
ESMERALDA	MINERAL	

**HEAVY** AND HIGHWAY CONSTRUCTION PROJECTS (Except construction projects at the **NEVADA** TEST SITE and TONOPAH TEST RANGE) (and Excluding Water Well Drilling)

Modification Number	Publication Date
0	03/02/2001
1	05/04/2001
2	06/22/2001
3	07/13/2001

COUNTY(ies):

CARSON CITY	EUREKA	NYE
CHURCHILL	HUMBOLDT	PERSHING
CLARK	LANDER	STOREY
DOUGLAS	LINCOLN	WASHOE
ELKO	LYON	WHITE PINE
ESMERALDA	MINERAL	

CARP0034L 07/01/1998

	Rates	Fringes
CARSON CITY, CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE AND WHITE PINE COUNTIES		

DIVER STANDBY	27.65	12.425
DIVER WET	38.90	12.425
DIVER TENDER	27.65	12.425

PILE DRIVERS:  
(Bridge, Warf & Dock Builders)

	25.65	12.425
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\* CARP0971E 07/01/2001

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE.		

CARPENTERS	24.95	5.75
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CARP1780A 07/01/1999

	Rates	Fringes
CLARK, ESMERALDA, LINCOLN AND NYE COUNTIES		

CARPENTERS:  
30 Mile radius around

Las Vegas (Measured from the intersection of Maryland Parkway and Charleston Blvd.)	27.18	7.65
30 to 50 Mile radius around Las Vegas (same as above)	28.68	7.65
Over 50 mile Mile radius around Las Vegas (same as above)	30.43	7.65
Laughlin Area	29.18	7.65

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ELEC0357F 06/01/1999

CLARK, LINCOLN, AND NYE (South of the Mt. Diablo Base Line)

COUNTIES

	Rates	Fringes
ELECTRICIANS	27.90	10.21+3%

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ELEC0357G 07/01/1997

	Rates	Fringes
CLARK, LINCOLN, AND NYE COUNTIES		

LINE CONSTRUCTION WORKERS:

Area bound by a 30 mile radius  
from the intersection of Main  
Street and Fremont Street in  
Las Vegas (Free Area)

Groundman	17.98	5.95+3%
Line Equipment Operators	21.86	5.95+3%
Lineman	24.45	5.95+3%

Area between a 30 mile radius  
and 60 mile radius from Main  
and Fremont Streets

Groundman	18.98	5.95+3%
Line Equipment Operators	22.86	5.95+3%
Lineman	25.45	5.95+3%

Area Over 60 mile radius  
from Main and Fremont Streets

Groundman	20.98	5.95+3%
Line Equipment Operators	24.86	5.95+3%
Lineman	27.45	5.95+3%

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\* ELEC0401F 06/01/2001

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTYS.		

ELECTRICIANS:

ELECTRICAINS	26.21	7.10+3%
CABLE SPLICER	28.78	7.10+3%

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ELEC0401G 02/01/1993

Rates Fringes  
CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, LANDER, LYON,  
MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINES COUNTYS.

LINE CONSTRUCTION:

Lineman	21.74	5.34+3-3/4%
Cable Splicer	23.91	5.34+3-3/4%
Equipment Operator	19.57	5.34+3-3/4%
Groundman	14.13	5.34+3-3/4%

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ENGI0012H 08/01/1999

Rates Fringes  
HYDRAULIC SUCTION AND CLAMSHELL DREDGES

Leverman	34.20	8.00
Deck Captain	31.30	8.00
Dozer	30.73	8.00
Watch Engineer, Welder and Deckmate	30.62	8.00
Winchman (Stern Winch) (on dredge)	30.07	8.00
Deckhand (can operate anchor scow under direction of mate), Bargeman	29.53	8.00
Barge mate	30.14	8.00

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ENGI0012J 07/01/2000

Rates Fringes  
CLARK, ESMERALDA LINCOLN AND NYE COUNTIES

POWER EQUIPMENT OPERATORS:

Group 1	28.54	8.30
Group 2	29.49	8.30
Group 3	29.78	8.30
Group 4	30.67	8.30
Group 5	31.77	8.30
Group 6	30.89	8.30
Group 7	31.99	8.30
Group 8	31.00	8.30
Group 9	32.10	8.30
Group 10	31.12	8.30
Group 11	32.22	8.30
Group 12	31.29	8.30
Group 13	31.39	8.30
Group 14	31.42	8.30
Group 15	31.50	8.30
Group 16	31.62	8.30
Group 17	31.79	8.30
Group 18	31.89	8.30
Group 19	32.00	8.30
Group 20	32.12	8.30
Group 21	32.29	8.30
Group 22	32.39	8.30
Group 23	32.50	8.30
Group 24	32.62	8.30

CRANES, PILEDIVING & HOISTING EQUIPMENT

Group 1	29.29	8.30
Group 2	30.24	8.30

Group 3	30.53	8.30
Group 4	30.67	8.30
Group 5	30.89	8.30
Group 6	31.00	8.30
Group 7	31.12	8.30
Group 8	31.29	8.30
Group 9	31.46	8.30
Group 10	32.46	8.30
Group 11	33.96	8.30
Group 12	34.46	8.30
Group 13	35.46	8.30

TUNNEL GROUP:

Group 1	30.74	8.30
Group 2	31.03	8.30
Group 3	31.17	8.30
Group 4	31.39	8.30
Group 5	31.50	8.30
Group 6	31.62	8.30
Group 7	31.79	8.30

From the City Hall of Las Vegas

20 Miles to 40 Miles - add \$1.50 per hour to wage rates

40 Miles to 60 Miles - add \$2.50 per hour to wage rates

Over 60 Miles - add \$3.00 per hour to wage rates

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Bargeman, brakeman, compressor operator (when more than five (5) 900 CFM or larger units, additional operator required), ditch witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signalman, switchman

GROUP 2: Asphalt - rubber plant operator, concrete mixer operator - skip type, conveyor operator, fireman, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (when wheel type up to 3/4 yd. without attachment), soils field technician, tar pot fireman, temporary heating plant operator, trenching machine oiler, nurse tank operator.

GROUP 3: Asphalt - rubber blend operator, equipment greaser (rack), ford ferguson (with dragtype attachments), helicopter radioman (ground), power concrete curing machine operator, power concrete saw operator, power - driven jumbo form setter operator, stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman, backhoe operator (mini-max or similar type), boring machine operator, boxman or mixerman (asphalt or concrete), chip spreading machine operator, concrete pump operator (small portable), drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum), equipment greaser (grease truck), guard rail post driver operator, highline cableway signalman, hydra-hammer-aero stomper, power sweeper operator, roller operator (compacting),

screed operator (asphalt or concrete), trenching machine operator (up to 6ft.), concrete cleaning decontamination machine operator, power concrete curing machine operator,

GROUP 5: Equipment Greaser (Grease Truck)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrickman (oilfield type), drilling machine operator, bucket or auger types (Caldwell 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum), drilling machine operator, hydrographic seeder machine operator (straw, pump or seed), Jackson track maintainer, or similar type, Kalamazoo switch tamper, or similar type, machine tool operator, Maginnis internal full slab vibrator, mechanical berm, curb or gutter (concrete or asphalt), mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar type), pavement breaker operator (truck mounted), road oil mixing machine operator, roller operator (asphalt or finish), rubber - tired earth moving equipment (single engine, up to and including 25 yds. struck), self-propelled tar pipelining machine operator, skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.), slip form pump operator (power driven hydraulic lifting device for concrete forms), tractor operator - bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types), tigger hoist operator

GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber Greene or similar type - 1 screedman required), Asphalt -rubber distributor operator, backhoe operator (up to and including 3/4 yd.), small Ford, Case or similar, cast-in-place pipe laying machine operator, combination mixer and compressor operator (gunite work), compactor operator (self-propelled), concrete mixer operator (paving), crushing plant operator, drill doctor, drilling machine operator, bucket or auger types (Caldwell 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum), elevating grader operator, grade checker, gradall operator, grouting machine operator, **heavy**-duty repairman, kalamazoo ballast regulator or similar type, Kolman belt loader and similar type, Le Tourneau blob compactor or similar type, loader operator (Athey, Euclid, Sierra and similar types), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete operator, rotary drill operator (excluding caisson type), rubber-tired earth-moving equipment operator (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck), rubber-tired scraper operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit), self-propelled curb and gutter machine operator, skipload operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), surface heaters and planer operator, tractor compressor drill combination operator, tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - bulldozer, tamper, scraper and push tractor single engine), tractor operator (boom attachments), traveling pipe wrapping, cleaning and bending machine operator, trenching machine operator (over 6 ft. depth capacity, oiler required)

GROUP 8: **Heavy** duty repairman

GROUP 9: Drilling machine operator, bucket or auger types (Caldwell 200 B bucket or similar types - Watson 3000 or 5000

auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum), dual drum mixer, monorail locomotive operator (diesel, gas or electric), motor patrol - blade operator (single engine), multiple engine tractor operator (Euclid and similar type - except Quad 9 cat.), rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar over 25 yds. and up to 50 yds.), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar pugmill equipment)

GROUP 10: Dynamic compactor LDC350 (or similar types)

GROUP 11: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Caldwell, auger 20 CA or similar types - Watson auger 6000 or similar types - drilling depth of 175' maximum), hoe ram or similar with compressor, mass excavator operator, mechanical finishing machine operator, mobile form traveler operator, motor patrol operator (multi-engine), pipe mobile machine operator, rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck), rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 13: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator, wheel excavator operator

GROUP 14: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine - up to and including 25 yds. struck)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck), tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 17: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 18: Rotex concrete belt operator (or similar types), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, including compaction units - single engine,

Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck),

GROUP 19: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck), rubber-tired earth moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 24: Concrete pump operator - truck mounted (oiler required when boom over 105' or 36 meters), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS:

GROUP 1: Engineer oiler; Fork lift operator (under 5 tons capacity)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Fork lift operator (over 5 tons); Hoist operator (Chicago boom and

similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist operator; Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guyderrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Tower crane operator

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy

derrick or similar type (over 50 tons up to and including 100 tons mrc)

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorman (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons); Welder - general

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; **Heavy**-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: **Heavy** duty repairman - welder combination

GROUP 7: Tunnel mole boring machine operator

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 ENGI9993D 07/01/2000

Rates Fringes  
 CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,  
 MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE AND CARSON  
 CITY

POWER EQUIPMENT OPERATORS  
 (Except Piledriving and Steel Erection)

AREA 1:

Group 1a	25.33	8.21
Group 2	25.86	8.21
Group 3	26.13	8.21
Group 4	26.87	8.21
Group 5	27.17	8.21
Group 6	27.34	8.21
Group 7	27.59	8.21
Group 8	28.18	8.21
Group 9	28.50	8.21
Group 10	28.85	8.21
Group 10a	29.04	8.21
Group 11	29.28	8.21
Group 11a	30.92	8.21
Group 11b	31.73	8.21

PILEDIVING

AREA 1:

Group 1	37.32	8.21
Group 1a	31.38	8.21
Group 1b	29.46	8.21
Group 2	35.80	8.21
Group 2a	31.17	8.21
Group 2b	29.26	8.21
Group 3	34.35	8.21
Group 3a	30.95	8.21
GROUP 3b	29.03	8.21
Group 4	32.84	8.21
Group 5	31.73	8.21
Group 6	30.62	8.21
Group 7	29.66	8.21
Group 8	27.80	8.21

STEEL ERECTION

AREA 1:

Group 1	37.87	8.21
Group 1a	31.70	8.21

Group 1b	29.74	8.21
Group 2	36.36	8.21
Group 2a	31.45	8.21
Group 2b	29.53	8.21
Group 3	35.12	8.21
Group 3a	31.23	8.21
Group 3b	29.31	8.21
Group 3c	34.76	8.21
Group 4	33.39	8.21
Group 5	32.29	8.21

POWER EQUIPMENT OPERATOR CLASSIFICATIONS  
 CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,  
 MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY

(EXCLUDING PILEDRIVING AND STEEL ERECTION)

GROUP 1a: Oiler; Partsman (**heavy** duty repair shop partsroom when needed).

GROUP 2: Compressor; Material Loader and/or Conveyor (handling building materials); Pump Operator

GROUP 3: Bobcat or similar loader (1/4 cu. yd. or less); Concrete Curing Machines (streets, highways, airports, canals); Conveyor belt operator(tunnel); Forklift (under 20 ft.); Engineer Generating plant (500 K.W.); Mixer box operator (concrete plant); Motorman; Rotomist Operator; Screedman (except asphaltic or concrete paving); Oiler (truck crane)

GROUP 4: Concrete mixer, skip type; Dinky; Forklift (20' and over) or Lumber stacker; Ross Carrier; Skip Loader (under 1 cu. yd); Tie Spacer.

GROUP 5: Concrete mixer (over 1 cu. yd); concrete pumps or pumpcrete guns; Elevator and material Hoist (1 drum); Groundman for Asphalt Milling and similar.

GROUP 6: Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.; Boom Truck or Dual Purpose "A" Frame Truck; B.L.H. Lima road pactor or similar; Chip box spreader (flaherty type or similar); Concrete batch plant (wet or dry); Concrete saws (highways, streets, airports, canals); Locomotive (over 30 tons); Lubrication and service engineer (mobile & grease rack); Maginnis international full slab vibrator (airports, highways, canals, warehouses); Mechanical finishers (concrete)(clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt); Pavement breaker, truck mounted, with compressor combination; Pavement breaker or tamper (with or without compressor (combination); Power Jumbo (setting slip-forms, etc. in tunnels); Roller (except asphalt); Self-propelled tape machine; Self-propelled compactor (single engine); Self-propelled power sweeper; slip form pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms); Small Rubber-tired Tractors; Snooper Crane, Paxton-Mitchell or similar; Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

GROUP 7: Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.; Compressor (over 2); Concrete conveyor or concrete pump, truck equipment mounted (boom length to apply); Concrete conveyor, building site; Drilling and boring Machinery,

vertical and horizontal (not to apply to waterliners, wagon drills or jackhammers); Crusher Plant Engineer; Generators; Kolman Loader; Material Hoist (2 or more drums); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); (Screedman required); Mine or shaft hoist; Pipe bending machines (pipelines only); Pipe cleaning machines (tractor propelled and supported); Pipe wrapping machines (tractor propelled and supported); Portable crushing and screening plants; Post driller and/or driver; Pumps (over 2); Roller operator (asphalt); Screedman (except asphaltic or concrete paving; Screedman (Barber-Greene and similar)(Asphaltic or concrete paving); Self-propelled boom-type lifting device (center amount) (on 10 ton capacity or less); Slusher; Soil tester (certified); Soils and material tester; Surface heater and planer; Trenching machine (maximum digging capacity 3 feet depth); Truck type loader; Welding machines (gasoline or diesel).

GROUP 8: Asphalt plant Engineer; Asphalt milling machine; Cast-in-place pipe laying machine; Combination slusher and motor op.; Concrete batch plant (multiple units); Dozer Operator; Drill doctor; Elevating grader; Gradesetter, Grade checker; Grooving and grinding machine (highway); **Heavy** duty repairman and/or welder; Ken-seal; Loader (up to and including 2 1/2 cu. yds.); Mechanical trench shield; Mixermobile; Push cats; Road oil mixing machine (wood-mixer and other similar pugmill equipment); Rubber-tired earth-moving equipment (up to and including 35 cu. yds."struck" M.R.C. Euclid, T-pulls, DW's 10, 20, 21, and similar); Self-propelled compactor with dozer; Hyster 450 or cat 825 or similar; Sheepfoot; Small tractor (with boom); Soil stabilizer (P & H or equal); Timber skidder (rubber-tired and/or similar equipment); Tractor-drawn scraper; Tractor; Tractor-mounted compressor drill combination; Trenching machine (over 3 feet depth); Tri-batch paver; Tunnel badger or tunnel boring machine; Tunnel mole boring machine; Vermeer T-600b rock cutter.

GROUP 9: Chicago boom; Combination backhoe and loader (up to and including 3/8 yard); Combination mixer and compressor (gunite); Lull hi-lift (20 feet or over); Mucking machine; Sub-grader (gurries or other types); Tractor (with boom) (D6 or larger); Track-laying-type earthmoving machine (single engine with tandem scrapers).

GROUP 10: Boom-type backfilling machine; Bridge crane; Carylift or similar; Chemical grouting machine; Derricks (two (2) Group 10 operators required when swing engine remote from hoist); Derrick barges (except excavation work); Euclid loader and similar types; **Heavy**-Duty rotary drill rigs; Lift-slab (vagtborg and similar types); Loader (over 2 1/2 cu yds. up to and including 4 cu. yds); Locomotive (over 100 tons) ( single or multiple units); Multiple-Engine earth-moving machines (euclid, dozers, etc.); Pre-stress wire-wrapping machine; Rubber-tried scraper, self-loading; Single-engine scraper (over 35 cu. yds); Shuttle car (reclaim station); Train loading station; Trenching machine multi-engine with sloping attachment (jefco or similar); Vacuum cooling plant; Whirley crane (up to and including 25 tons).

GROUP 10a: Backhoe (up to and including 1 cu. yd hydraulic); Backhoe (up to and including 1 cu. yd. cable); CMI dual lane auto-grader SP30 or similar; Cranes (not over twenty five (25) tons (hammerhead and gantry); Finish Blade; Gradalls (up to and including 1 cu. yd); Motor patrol; Power shovels, Clamshells, Draglines, Cranes (up to and including 1 cu. yd.); Rubber-tried

scraper, self-loading (twin-engine); Self-propelled boom-type lifting device (center mount) (over 10 tons up to and including 25 tons).

GROUP 11: Automatic asphalt or concrete slip-form paver; Automatic railroad car dumper; Canal trimmer; Cary lift, campbel or similar; Cranes (over 25 tons); Euclid loader when controled from the pullcat; Highline cableway operator; Loader (over 4 cu yds. up to and including 12 cu. yds.); Multi-Engine earthmoving equipment (up to and including 75 cu. yds. "struck M.R.C); Multiple Engine Scrapers (when used to push pull); Power shovels, Clam-shells, Draglines, Backhoes, Gradealls (over 1 cu. yd. and up to and including 7 cu. yds. M.R.C.); Self-propelled Boom type lifting device (over 25 tons M.R.C.); Self-propelled Compactor (with multiplepropulsion power units); Single-engine rubber-tyred earthmoving machine (with tandem scraper); Slip-form paver (concrete or asphalt)(one (1) Operator and two (2) screedman); Tandem cats and scrapers; Tower crane mobile (including rail-mounted); Truck-mounted hydraulic crane when remote-control equipped (over 10 tons up to and including 25 tons); Universal Liebherr and tower cranes (and similar types)(in the erection, dismantling and moving of equipment there shall be an additional operating engineer at group 8 rates); Wheel excavator (up to and including 750 cu. yds. per hour); Whirley cranes (over 25 tons).

GROUP 11a: Band wagons (in conjunction with wheel excavators); Operator of helicopter (when used in construction work); Loaders (over 12 cu. yds.); Multi-engine earthmoving equipment (over 75 cu. yds. "struck" M.R.C.); Power shovels, Clamshells, Draglines, Backhoes and Gradalls (over 7 cu. yds. M.R.C.); Remote-controlled Earthmoving equipment; Wheel excavator (over 750 cu. yds. per hour)(two (2) Group 11A operators required).

GROUP 11b: Holland loader or similar or loader (over 18 cu. yds)

#### PILEDIVING CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshells over 7 cu. yds.; Self propelled boom type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons;

GROUP 1a: Truck crane oiler.

GROUP 1b: Oiler

GROUP 2: Derrick barge pedestal mounted 45 tons up to and including 100 tons; Clamshells up to and including 7 cu. yds; Self propelled boom type lifting device over 45 tons; Truck crane

or crawler, land or barge mounted over 45 tons up to and including 100 tons.

GROUP 2a: Truck crane oiler.

GROUP 2b: Oiler

GROUP 3: Derrick barge pedestal mounted under 45 tons; self propelled boom type lifting device 45 tons and under; Skid/Scow Piledriver, any tonnage; (any assistance required shall be by an employee covered by this agreement); Truck crane or crawler, land or barge mounted 45 tons and under.

GROUP 3a: Truck Crane oiler

GROUP 3b: Oiler

GROUP 4: Forklift, 10 tons and over  
GROUP 5: No current classification.

GROUP 6: Deck engineer

GROUP 7: No current classification

GROUP 8: Deckhand, Fireman

STEEL ERECTORS AND FABRICATORS

GROUP 1: Cranes, over 100 tons; Derrick over 100 tons, Self-propelled boom type lifting devices over 100 tons.

GROUP 1a: Truck crane oiler.

GROUP 1b: Oiler

GROUP 2: Cranes, over 45 tons up to and including 100 tons; Derrick 100 tons and under, Self-propelled boom type lifting device, over 45 tons; Tower Crane.

GROUP 2a: Truck crane oiler.

GROUP 2b: Oiler

GROUP 3: Cranes, 45 tons and under; Self propelled boom type lifting device, 45 tons and under

GROUP 3a: Truck crane oiler

GROUP 3b: Hydraulic

GROUP 3c: Oiler

GROUP 4: Chicago boom; Forklift, 10 tons and over; **Heavy** Duty Repairman/Welder.

GROUP 5: Boom cat

AREA DEFININITIONS AND PAY RATES

AREA 1:

ALL AREA FALLING WITHIN 50 ROAD MILES OF EITHER THE CARSON CITY COURTHOUSE OR THE WASHOE COUNTY COURHOUSE SHALL BE CONSIDERED FREE AREA.

AREA 2:

ALL WORK FALLING BETWEEN 50 AND 150 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$1.50 PER HOUR ABOVE THE BASE RATE.

AREA 3:

ALL WORK FALLING BETWEEN 150 AND 300 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$2.00 PER HOUR ABOVE THE BASE RATE.

AREA 4:

ANY WORK PERFORMED IN EXCESS OF 300 ROAD MILES OF THE WASHOE COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$3.00 PER HOUR ABOVE THE BASE RATE.

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ENGI9993K 07/01/1997

CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, Rates Fringes

MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE AND CARSON CITY

HYDRAULIC SUCTION & CLAMSHELL & DIPPER DREDGE

GROUP 1:		
Area 1	31.04	11.89
Area 2	33.04	11.89
GROUP 2:		
Area 1	26.08	11.89
Area 2	28.08	11.89
GROUP 3:		
Area 1	24.96	11.89
Area 2	26.96	11.89

DREDGING CLASSIFICATIONS

- GROUP 1:  
Day Mate (Captain); Leverman/Operator
- GROUP 2:  
Booster Pump Operator, Deck Engineer, Deck Mate, Dredge Dozer; Dredge Tender; **Heavy** Duty Repairman; Watch Engineer; Winchman
- GROUP 3:  
Bargeman; Deckhand; Fireman; Leveehand; Oiler

AREA DEFININITIONS

- AREA 1:  
ALL AREA FALLING WITHIN 50 ROAD MILES OF EITHER THE CARSON CITY COURTHOUSE OR THE WASHOE COUNTY COURHOUSE SHALL BE CONSIDERED FREE AREA.
- AREA 2:  
ALL WORK FALLING BETWEEN 50 AND 150 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE.
- AREA 3:  
ALL WORK FALLING BETWEEN 150 AND 300 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE.
- AREA 4:  
ANY WORK PERFORMED IN EXCESS OF 300 ROAD MILES OF THE WASHOE COURTHOUSE.

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IRON0027J 07/01/2000		
	Rates	Fringes
ELKO, EUREKA, AND WHITE PINE COUNTIES		
IRON WORKERS:		
Fence Erectors: Machinery Movers		
Ornamental: Reinforcing. Rigger		
Structural	21.52	7.86

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* IRON0155B 07/01/2001		
	Rates	Fringes
CHURCHILL, CLARK, DOUGLAS, ESERALDA, HUMBOLDT, LANDER, LINCOLN, LYON, MINERAL, NYE, PERSHING, STOREY, WASHOE, AND WHITE PINE		

COUNTIES

IRONWORKERS:

STRUCTURAL, ORNAMENTAL AND REINFORCING	26.08	14.575
FENCE ERECTORS (Excluding Clark County)	25.19	14.575

LABO0169F 10/01/2000

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY		
Group 1	18.85	4.82
Group 1-A	15.98	4.82
Group 2	18.95	4.82
Group 3	19.10	4.82
Group 4	19.35	4.82
Group 5	19.65	4.82
Group 6	19.65	4.82
Group 7	19.35	4.82
Group 8	19.00	4.82
Group 9	13.69	4.82

From the Washoe County Courthouse  
 50 Miles to 150 Miles - add \$1.50 per hour to wage rates  
 150 Miles to 300 Miles - \$2.00 per hour to wage rates  
 Over 300 Miles - add \$3.00 per hour to wage rates

CLASSIFICATIONS

GROUP 1: All cleanup work of debris, grounds and building including windows and tile; dump or spotter (other than asphalt); general laborers; limber, brushloader and piler

GROUP 1-A: Flagmen

GROUP 2: Choker setter or rigger (clearing work only); Pittsburgh chipper and similar type brush shredders; concrete worker (wet or dry) all concrete work not listed in Group 3; crusher or grizzle tender; Guinea chaser (stake); panel forms (wood or metal) handling, cleaning and stripping of; loading and unloading of all rods and materials for reinforcing concrete; railroad track (builders); sloper; semi-skilled wrecker (salvaging of building materials other than those listed in Group 3).

GROUP 3: Asphalt workers (ironers, shoveler, cutting machine); buggymobile; chainsaw, faller, logloader and bucket; compactor (all types); concrete mixer, under 1/2 yd.; concrete pan work (breadpan type) (handling, cleaning, stripping); concrete saw, chipping, grinding, sanding, vibrator; cribbing, shoring, lagging, trench jacking, hand-guided lagging hammer; curbing or divider machine; curb setter (precast or cut); Ditching machine (hand-guided); driller's tender, chuck tender; form raiser, slip forms; grouting of concrete walls, windows and door jams; headerboard; jackhammer, pavement breaker, air spade; mastic worker (wet or dry); pipe wrapper, kettle, pot, and workers applying asphalt, Creosote and similar type materials; all power tools (air, gas or electric); post driver; riprap stonepaver and rock slinger, including placing of sack concrete, wet or dry; roto tiller; rigging and signaling in connection with

laborers work, sandblaster, pot men; vibrascreed; skilled wrecker (removing and salvaging of sash windows, doors, plumbing and electrical; fixtures)

GROUP 4: Burning and welding in connection with laborers' work; joy drill model TWM-2A, gardener denver model DN 143 and similar type drills; track drillers, diamond core drillers, wagon drillers, mechanical drillers on multiple units; high scalers; concrete pump; **heavy** duty vibrator with stinger 5" diameter or

over; pipelayer, caulker and bander; pipelayer - waterline, sewerline, gasline, conduit; asphalt rakers

GROUP 5: Blaster and powder, all work of loading, placing and blasting of all powder and explosive of any type, regardless of method used used for such loading and placing; asbestos removal; lead abatement, hazardous waste and material removal.

GROUP 6: Nozzlemen, Rodman

GROUP 7: Gunmen, Materialmen

GROUP 8: Reboundmen

GROUP 9: Landscaper

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LABO0872D 07/01/2000

Rates Fringes  
CLARK, ESMERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South half, including Highway #6)

LABORERS:

	Rates	Fringes
Group 1	21.58	7.46
Group 2	21.74	7.46
Group 3	21.84	7.46
Group 4	21.93	7.46
Group 5	22.02	7.46
Group 6	21.84	7.46
Group 7	18.53	7.46

30 - 50 Miles From City Hall, Las Vegas \$1.50 above the base rate.

50 - 70 Miles From City Hall, Las Vegas \$2.50 above the base rate.

Over 70 Miles From City Hall, Las Vegas \$3.00 above the base rate.

Laughlin Area \$2.25 above the base rate.

LABORER CLASSIFICATIONS

Group 1: Dry Packing of concrete and filling of form-bolt holes; fine grader, highway and street paving, airport runways and similar type **heavy** construction; gas and oil pipeline laborer; guinea chaser; laborer, general; construction or demolition laborer; packing rod steel and pans; laborers; temporary water lines (portable type); landscape gardener and nursery worker (must have knowledge of plant materials and how to plant them lay out plant arrangements to-follow the landscape plan); tarman and mortarman; kettleman; potman and worker applying asphalt lay-kold creosote, lime and similar type materials ("applying")

means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); underground laborer, including caisson bellowers; window cleaner; scaffold erector - (excludes tenders); fence erector - chain link; mortarless, barrier wall and/or retaining walls; mechanical stabilized earth wall; landscape decorative rock installer - ponds, water fall etc.; material handler - (incidental to trade).

Group 2: Asphalt raker, ironer, spreader, Luteman, buggymobile man; cement dumper (on 1 yard or larger mixers and handling bulk cement); cesspool digger and installer; chucktender (except tunnels); concrete core cutter; concrete curer, impervious membrane and oiler of all materials; concrete saw, excluding tractor type, cutting, scoring old or new concrete; gas and oil pipeline wrapper, pot tender and form; making and caulking of all non metallic pipe joints; operators and tenders of pneumatic and electric tools, vibrating machines, hand-propelled trenching machines, impact wrench, multiplate and similar mechanical tools not separately classified herein; operator of cement grinding machine; riprap stonepaver; roto-scraper; sandblaster (pot tender); scaler; septic tank digger and installer; tank scaler and cleaner; tree climber, faller, chain saw operator, pittsburgh chipper and similar type brush shredders

Group 3: Cutting torch operator; gas and oil pipeline wrapper; gas and oil pipeline laborer, certified; jackhammer and/or pavement breaker, laying of all non-metallic pipe, including landscape sprinklers, sewerpipe, drain pipe, and underground tile; mudcutter; concrete vibrator, all sizes; rock slinger; scaler (using Bos'n chair or safety belt or power tools); forklift (incidental to trade) a journeyman shall hold OSHA certification at time of referral.

Group 4: Cribber or shorer, lagging, sheeting, trenching bracing hand guided lagging hammer; head rock slinger; powder - blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; sandblaster (nozzle operator); steel headerboard

Group 5: Driller (core, diamond or wagon); joy driller model TW-M-2a, Gardener-Denver Model DH 143 and similar type drills (in accordance with memorandum of understanding between laborers and operating engineers dated Miami, Florida, February 3, 1954); Gas and oil pipeline fusion; gas and oil pipeline wrappers, 6" pipe and over-

Group 6: Environmental specialist (asbestos abatement, lead abatement, Hazardous waste abatement, petro-chemical abatement, radiation remediation.

Group 7: Flag and Signal Person

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LABO0872I 07/01/1999  
Rates Fringes  
CLARK, ESERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South half,  
including Highway #6)  
LABORERS:  
MINER AND BULLGANG

Group 1	23.07	7.48
Group 2	22.57	7.48
Group 3	22.32	7.48
Group 4	22.93	7.48
Group 5	22.57	7.48

30 - 50 Miles From City Hall, Las Vegas \$1.50 above the base rate.

50 - 70 Miles From City Hall, Las Vegas \$2.50 above the base rate.

Over 70 Miles From City Hall, Las Vegas \$3.00 above the base rate.

Laughlin Area \$2.25 above the base rate.

CLASSIFICATIONS

Group 1: Shaft, Raise, Stope Miner

Group 2: Miner - Tunnel (Hardrock)

Group 3: BullGang, Mucker, Trackman

Group 4: Miner - Welder

Group 5: Pipe Jacking, Micro-Tunneling, Tunnel Boring Machine

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PAIN0159F 07/01/1999  
CLARK, ESMERALDA, LINCOLN AND NYE COUNTIES

	Rates	Fringes
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PAINTERS:  
Brush, Roller, Paperhangers,  
Spray, Sandblasters, Pot  
Tender, Nozzleman, Tapers,  
Marbleizing, Metal Leafing  
Sign Painters, Acid Staining,  
Graining and Buffing 24.27 5.05  
Structural Steel Paint and  
Sandblasting, Buffing Steel 24.62 5.05  
Special Coating 25.27 5.05  
Steeplejack 26.02 5.05

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PAIN0567E 10/01/1999  
CARSON CITY, CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT,  
LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE AND WHITE  
PINE COUNTIES

	Rates	Fringes
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PAINTERS:  
Brush and Roller 20.03 4.36  
Spray; Paperhangers; and  
Sandblaster; Special Coatings  
Application - Brush 20.78 4.36  
Structural Steel (not to in-  
clude stairways, tube steel,  
Q-decks & trust joints worked  
off powered lift in enclosed  
building); Steeplejack Brush/  
Spray over 40 feet with open

space below; Special Coatings Application - Spray	21.03	4.36
Special Coatings Application - Spray Steel	21.28	4.36
Drywall Taper	21.28	4.36
Steeplejack - Taper, over 40 ft. with open space	22.18	4.36

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PLAS0241G 10/01/1997

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, ESERALDA, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTIES		
CEMENT MASONS		
Cement Masons	17.02	7.10
Mastic. magesite and all composition masons	17.27	7.10

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PLAS0797G 07/01/1999

	Rates	Fringes
CLARK, ESERALDA, LINCOLN AND NYE COUNTIES		
CEMENT MASONS:		
0 to 30 Miles from City Hall in Las Vegas	24.23	6.55
30 to 50 Miles from City Hall in Las Vegas	25.73	6.55
50 to 70 Miles from City Hall in Las Vegas	26.73	6.55
Over 70 Miles from City Hall in Las Vegas	27.73	6.55

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PLUM0350G 02/01/2001

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY COUNTIES, and NYE COUNTY (North of Hwy. #6 including the City of Tonopah)		
PLUMBERS & PIPEFITTERS	23.45	5.75

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\* PLUM0525G 06/01/2001

	Rates	Fringes
CLARK, ESERALDA AND LINCOLN, COUNTIES; NYE COUNTY (South of Hwy. #6 including the City of Tonopah)		
PLUMBERS & PIPEFITTERS	30.01	10.61

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ROOF0162D 03/01/1999

	Rates	Fringes
ROOFERS	17.78	3.17

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\* SHEE0026C 07/01/2001

CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,  
MINERAL, PERSHING, STOREY, WASHOE, CARSON CITY AND NYE COUNTY

(North of the First Standard Parallel Line north of the 38th  
Parallel)

	Rates	Fringes
SHEET METAL WORKERS	25.83	8.77

-----  
SHEE0088H 07/01/2000

CLARK, ESMEERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South of the  
First Standard Parallel Line north of the 38th Parallel); WHITE  
PINE COUNTY

	Rates	Fringes
SHEET METAL WORKERS	31.27	7.80

-----  
TEAM0533A 01/01/1998

REMAINING COUNTIES AND NYE COUNTY (North of and including  
highWAY #6)

TRUCK DRIVERS

All dump trucks (Single or  
multiple dump units including  
Semi's and Double and Transfer  
units:

Under 4 yards (water level)

4 yards and under 8 yards (water level)	16.62	7.40
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3 yards & under 18 yards (water level)	16.84	7.40
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3 yards & under 25 yards (water level)	17.05	7.40
---	-------	------

25 yards & under 60 yards (water level)	17.64	7.40
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60 yards & under 75 yards (water level)	19.08	7.40
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75 yards & under 100 yards (water level)	19.82	7.40
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100 yards & over (water level)	20.50	7.40
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150 yards & under 250 yards	22.50	7.40
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250 yards & under 350 yards	25.50	7.40
-----------------------------	-------	------

Over 350 yards	27.00	7.40
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(Men regularly employed under-  
ground on tunnel work shall be  
paid forty-five (\$.45) cents per

hour for such work, provided that such employment underground on tunnel work continues for one (1) or more hours)

Bulk cement spreader (with or without Auger) Use dump truck scales.

Bootman (a bootman when employed on such equipment shall receive the rate specified for the classification of road oil trucks or bootman).

Transit Mix, Manufactures Rating:

Under 8 yards	17.05	7.40
8 yards & including 12 yards	17.16	7.40
Over 12 yards	17.38	7.40

Transit Mix with boom shall receive \$.12-1/2 cents per

hour above the appropriate yardage classification rate of pay when such boom is used.

Water Trucks:

Up to 2,500 gallons	16.84	7.40
2,500 gallons & over	17.05	7.40

Jetting truck (use appropriate water truck rate.

DW20's and 21's and other similar cat type, Terra cobra, Le Tourneau pulls, Tournerocker, Euclid and similar type equipment when pulling Aqua/pak, Water tank trailers and fuel and/or Grease Tank trailer or other miscellaneous trailers (except as defined under dump trucks.

17.33	7.40
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**Heavy** Duty Transport (High bed) 17.22 7.40

**Heavy** Duty Transport (Gooseneck Low Bed) 17.22 7.40

Tiltbed or Flatbed Pull Trailers 17.22 7.40

Bootman, combination bootman and road oiler 17.11 7.40

Flat Rack (2 or 3 axle unit) 14.94 7.40

Bus and Manhaul drivers:

Up to 18,000 lbs. (single unit)	16.67	7.40
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18,000 lbs & over (single unit)	16.78	7.40
Helicopter Pilot (when transporting men or materials)	30.66	7.40
Industrial Lift truck (use appropriate flat rack rate (mechanical tailgate)		
Lift Jitneys & Fork Lift	16.89	7.40
Winch Truck & "A" Frame Drivers:		
Under 18,000 lbs.	16.78	7.40
18,000 lbs. & over	16.89	7.40
Warehouse Spotters	16.23	7.4
Teamsters Warehouse Clerk	16.84	7.40
Tire Repairman	16.55	7.40
Truck Repairman	17.05	7.40
Pick-up Truck & Pilot Cars (Job Site)	14.74	7.40
Pick-up Truck & Pilot Car (over the road)	16.73	7.40
Truck Oil and Greaser	16.78	7.40
Fuel Truck Driver	16.78	7.40
Fuel Man & Fuel Island Man	16.78	7.40

When on grease and fuel truck, an Engineer Oil and Teamster Oil, work interchangeable servicing trucks and other equipment, The wage rate shall be identical.

AREA 1: All that area falling within fifty (50) road miles o either the Carson City or Washoe County Courthouse shall be considerer a free area.

AREA 2: All work falling between fifty (50) and (150) road mile of the Washoe County Courthouse shall be computed at and additional \$1.50 per hour.

AREA 3: All work falling between one hundred and fifty (150 and three hundred (300) road miles of the Washoe County Courthouse shall be computed at additional \$2.00 per hour.

AREA 4: Any work performed in excess of three hundred (300 road miles of the Washoe County Courthouse shall be computed at \$3.00 per hour.

-----  
TEAM0631A 07/01/1999

	Rates	Fringes
CLARK, ESMERALDA, LINCOLN COUNTIES AND NYE COUNTY (South of and excluding Highway #6)		

TRUCK DRIVERS:

GROUP 1:	21.35	7.12
GROUP 2:	21.46	7.12
GROUP 3:	21.67	7.12
GROUP 4:	21.85	7.12
GROUP 5:	22.00	7.12
GROUP 6:	22.35	7.12

30 - 50 Miles from City Hall, Las Vegas \$1.00 above the base rate.

50 - 70 Miles from City Hall, Las Vegas \$2.00 above the base rate.

70 - 80 Miles from City Hall, Las Vegas \$3.00 above the base rate.

Over 80 Miles from City Hall, Las Vegas \$3.50 above the base rate.

Laughlin and Mesquite Areas, \$3.00 above the base rate.

Group 1: Dump trucks (less than 12 yards water level); trucks (legal payload capacity less than 15 tons); water and fuel trucks (under 2500 gallons); pickups; service; drivers of busses (on jobsite used for transportation of up to 25 passengers); teamster equipment (highest rate for dual craft operation); working flat rack driver.

Group 2: Dump trucks (12 yards but less than 16 yards water level); trucks (legal payload capacity between 15 and 20 tons); transit mix trucks (under 3 yds.; dumpcrete trucks (less than 6-1/2 yds. water level); gas and oil pipeline working truck drivers; including winch truck and all sizes of trucks; water and fuel truck drivers (2,500 gallon to 4,000 gallon); truck greaser; drivers of busses (on jobsite used for transportation of more than twenty-five (25) passengers); warehouse clerk.

Group 3: Dump trucks (16 yds. up to and including 22 yds. water level); driver of trucks (legal payload cap. 20 tons but less than 30 tons); dumpster trucks; drivers of transit-mix trucks (3 yds. but less than 6 yds.); dumpcrete trucks (6-1/2 yds. water level and over); fork lift driver; ross carrier driver; highway water and fuel drivers (4,000 gallons but less than 6,000 gallons); stock room clerk; tireman.

Group 4: Transit-mix trucks (6 yds. or more); dump trucks (over 22 yds. water level); trucks (legal payload capacity 30 tons and over); fuel and water trucks (6,000 gallons and over).

Group 5: Drivers of trucks and trailers in combination (seven axles or more).

Group 6: All offroad equipment; truck repairmen and drivers of road oil spreader trucks; D.W. 10 and D.W. 20 euclid-type equipment, letourneau pulls, terra cobras and similar types of equipment; also PB and similar-type trucks when performing work within Teamsters' jurisdiction, regardless of types of attachment including power unit pulling off highway belly dumps in tandem.

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

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

#### 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 forma  
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, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the 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, D. C. 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, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

## ATTACHMENT NO. 2

### BID GUARANTEE (SF-24)

*To obtain the form from GSA, click on the following:*

<http://www.gsa.gov>; then

Click on "GSA Forms Library"; then  
Click on "Access the Forms Library"; then  
Click on "Standard Forms"; then  
Click on "SF24"; then  
Follow GSA instructions.

<b>BID BOND</b> <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
--	--

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)				
<b>SURETY A</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

#### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

01-SI-30-0079

ATTACHMENT NO. 3  
RELEASE OF CLAIMS (DI-137)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

(Bureau or Office)

**RELEASE OF CLAIMS**

Contract Number

Date

WHEREAS, by the terms of the above-identified contract for

entered into by the United States of America, hereinafter also referred to as the United States, and the contractor

it is provided that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract, to wit, the sum of

dollars

(\$ \_\_\_\_\_), the contractor hereby remises, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said contract except:

IN WITNESS WHEREOF, the contractor has executed this release this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Street Number of R.F.D.)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name -- Type or Print)

\_\_\_\_\_  
(Title)

*COMPLETE ONLY IF CONTRACTOR IS A CORPORATION*

I, \_\_\_\_\_ CERTIFY That I am the \_\_\_\_\_, who  
of the corporation named as contractor herein; that \_\_\_\_\_, who  
signed this release on behalf of the corporation, was then \_\_\_\_\_ of said corporation; and  
that said release was duly signed for and on behalf of said corporation by authority of its governing body.

[Seal] \_\_\_\_\_

\_\_\_\_\_  
(Signature)

ATTACHMENT NO. 4

*FORMAT 1414-14.wpd*

# 01-SI-30-0079

## BID SUBMITTAL INFORMATION

Before sealing your bid in the mailing envelope, please take a moment to check the following:

- \_\_\_ In Section A, is it completely filled out?
  - \_\_\_ Have you called the Contracting Office at 702-293-8779 or 8653 to verify the number of Amendments that have been issued?
  - \_\_\_ Have you filled out Item 19 acknowledging receipt of all the amendments?
  - \_\_\_ Have you provided an acceptance period of 60 days or greater in Item 17?
  - \_\_\_ Have you signed and dated your offer in Items 20B and 20C?
  
- \_\_\_ In Section B, have you accurately completed it?
  - \_\_\_ Are the unit prices extended correctly?
  - \_\_\_ Is the total for the schedule correct?
  - \_\_\_ Have you initialed all changes and erasures?
  - \_\_\_ Have you submitted required descriptive literature?
  
- \_\_\_ In Section F, have you provided at least the minimum required time for delivery?
  
- \_\_\_ In Section G, have you furnished all contract administration data required?
  
- \_\_\_ In Section K, have you completely filled out all applicable blanks?
  - \_\_\_ Have you completed the bidder responsibility data required, by supplying three references and their telephone numbers?
  
- \_\_\_ Have you submitted a correctly executed bid bond, if required?
  - \_\_\_ Is the bond for at least 20% of your bid?
  - \_\_\_ Is the bond dated the same date as the bid opening or earlier?
  
- \_\_\_ If mailing your bid other than by U.S. Postal Service:
  - \_\_\_ Have you allowed sufficient time to for the bid to be received?
  - \_\_\_ Have you used our street address of Bureau of Reclamation, Lower Colorado Region, 400 Railroad Avenue, Boulder City, Nevada 89005?
  
- \_\_\_ If mailing your bid using the U.S. Postal Service:
  - \_\_\_ Have you obtained a hand-cancelled receipt from the Post Office showing date and time of mailing?

The above list contains items frequently overlooked by bidders. These items should be carefully considered by bidders to ensure timely receipt of bids and bid responsiveness. Please note that this list is not comprehensive. Bidders are cautioned to carefully review the solicitation and all instructions contained therein. If you have questions regarding any of the above, please contact either Rebecca Hyche, Procurement Technician, at 702-293-8779 or Sherry Gossett, Contract Specialist at 702-293-8653.

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENT OF OFFERORS**  
**(THIS SECTION WILL BE REMOVED FROM THE CONTRACT DOCUMENT)**

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

FAR - <http://www.arnet.gov/far>  
DIAR - <http://www.usbr.gov/aamsden/diar/aindex.html>  
RARS - <http://www.usbr.gov/aamsden/rar.html>

All of the provisions described below are incorporated by reference into the solicitation.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

K.2 WBR 1452.209-900 BIDDER RESPONSIBILITY DATA–BUREAU OF  
RECLAMATION–LOWER COLORADO REGION (NOV 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each bidder shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.



Chicle  
 Chrome ore or chromite  
 Cinchona bark  
 Cobalt, in cathodes, rondelles, or other primary ore and metal forms  
 Cocoa beans  
 Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form  
 Coffee, raw or green bean  
 Colchicine alkaloid, raw  
 Copra  
 Cork, wood or bark and waste  
 Cover glass, microscope slide  
 Crane rail (85-pound per foot)  
 Cryolite, natural  
 Dammar gum  
 Diamonds, industrial, stones and abrasives  
 Emetine, bulk  
 Ergot, crude  
 Erythrityl tetranitrate  
 Fair linen, altar  
 Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal  
 Goat and kidskins  
 Graphite, natural, crystalline, crucible grade  
 Hand file sets (Swiss pattern)  
 Handsewing needles  
 Hemp yarn  
 Hog bristles for brushes  
 Hyoscine, bulk  
 Ipecac, root  
 Iodine, crude  
 Kaurigum  
 Lac  
 Leather, sheepskin, hair type  
 Lavender oil  
 Manganese  
 Menthol, natural bulk  
 Mica  
 Microprocessor chips (brought onto a Government construction site as separate units for incorporation into building systems during construction or repair and alteration of real property)  
 Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts  
 Nitroguanidine (also known as picrite)  
 Nux vomica, crude  
 Oiticica oil  
 Olive oil  
 Olives (green), pitted or unpitted, or stuffed, in bulk  
 Opium, crude  
 Oranges, mandarin, canned  
 Petroleum, crude oil, unfinished oils, and finished products  
 Pine needle oil  
 Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars  
 Pyrethrum flowers  
 Quartz crystals  
 Quebracho  
 Quinidine  
 Quinine  
 Rabbit fur felt  
 Radium salts, source and special nuclear materials  
 Rosettes  
 Rubber, crude and latex  
 Rutile  
 Santonin, crude  
 Secretin  
 Shellac  
 Silk, raw and unmanufactured  
 Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available  
 Spices and herbs, in bulk  
 Sugars, raw  
 Swords and scabbards  
 Talc, block, steatite  
 Tantalum  
 Tapioca flour and cassava  
 Tartar, crude; tartaric acid and cream of tartar in bulk  
 Tea in bulk  
 Thread, metallic (gold)  
 Thyme oil  
 Tin in bars, blocks, and pigs  
 Triprolidine hydrochloride  
 Tungsten  
 Vanilla beans  
 Venom, cobra  
 Wax, carnauba  
 Wire glass  
 Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak Yarn, 50 Denier rayon

(b) Offers based on the use of foreign construction materials other than those listed in (a) above may be acceptable if the Government determines that U.S. construction material is not available, would be impracticable or constitute an unreasonable price. Please contact the Contracting Officer with questions or comments concerning non-availability or impracticability of U.S. material.

(c) (1) Offers based upon use of foreign construction material for cost savings will be considered reasonable if the cost of each foreign construction material, plus 6 percent, is less than the cost of comparable U.S. construction material. The Contracting Officer shall compute the cost of each foreign construction material to include all delivery costs to the construction site, and any applicable duty (whether or not a duty-free entry certificate is issued). This evaluation shall be made for each foreign construction material included in the offer but not listed in subparagraph (a) above in this clause.

(2) Any contractor cost savings from post award approval to substitute foreign construction material for U.S. construction material shall be passed on to the Government.

(d) (1) This offer is based on the use of foreign construction material not listed in (a) above. For each foreign item proposed the offeror shall furnish the following information for the foreign material offered: item description, supplier, unit of measure, quantity, unit price, duty (even if a duty free certificate is issued), delivery costs, and total price and shall also identify information on a U.S. item comparable to the foreign item including: supplier, unit of measure, quantity, unit price, delivery costs and total price.

(2) If the Government rejects the use of foreign construction material listed under paragraph (d)(1) above, the Government will evaluate the Contractor's offer using the offeror's stated price for the comparable U.S. construction material, and the offeror shall be required to furnish such domestic construction material at the Contractor's originally offered price. In preaward situations, an offer which does not state a price for a comparable U.S. construction material will be rejected by the Government. In postaward situations an offer proposing foreign material which does not state the price for the comparable U.S. construction material will be rejected by the Government. The Contractor shall use comparable U.S. material for the project and any additional cost for the use of this U.S. material shall be absorbed by the Contractor.

#### K.4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above .....  
..... *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
  - Partnership;
  - 18. Corporate entity (not tax-exempt);
  - 19. Corporate entity (tax-exempt);
  - (t) Government entity (Federal, State, or local);
  - (u) Foreign government;
  - (v) International organization per 26 CFR 1.6049-4;
  - (w) Other
- \_\_\_\_\_

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:
  - Name \_\_\_\_\_
  - TIN \_\_\_\_\_

K.6 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)  
(MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.*] The offeror represents that it ( ) is a women-owned business concern.

K.7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)  
ALTERNATE I (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **234910**.

(2) The small business size standard is \$27.5 million average annual receipts for an offeror's preceding 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, as part of its offer that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It II is, II is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;

and

(iii) Be ineligible for participation in programs conducted under the authority of the

Act.

#### K.9 52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**K.10 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)**

(a) Definition. "Emerging Small Business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

**(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror [ ] is, [ ] is not an emerging small business .

**(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past 12 months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last 3 fiscal years (**check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (**Check one of the following.**)

No. of Employees	Avg. Annual Gross Revenues
50 or fewer.....	\$1 million or less
51 - 100.....	\$1,000,001 - \$2 million
101 - 250.....	\$2,000,002 - \$3.5 million
251 - 500.....	\$3,500,001 - \$5 million
501 - 750.....	\$5,000,001 - \$10 million
751 - 1,000.....	\$10,000,001 - \$17 million
Over 1,000	Over \$17 million

**K.11 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

*[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]*

Offeror's number of employees for the past 12 months (*check this column if size standard stated in solicitation is expressed in terms of number of employees*) or Offeror's average annual gross revenue for the last 3 fiscal years (*check this column if size standard stated in solicitation is expressed terms of annual receipts*). (*Check one of the following.*)

No. of Employees	Avg. Annual Gross Revenues
50 or fewer.....	\$1 million or less
51 - 100.....	\$1,000,001 - \$2 million
101 - 250.....	\$2,000,002 - \$3.5 million
251 - 500.....	\$3,500,001 - \$5 million
501 - 750.....	\$5,000,001 - \$10 million
751 - 1,000.....	\$10,000,001 - \$17 million
Over 1,000	Over \$17 million

## K.12 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It  has  has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It  has  has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING  
(OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33;

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.15 WBR 1452.225-903 OFFERS BASED ON FOREIGN CONSTRUCTION MATERIALS--  
BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)**

(a) Any offer based on the use of one or more foreign construction materials shall include data, in the format listed in paragraph (b) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed by including all delivery costs of the construction material, and any applicable duty whether or not a duty-free entry certificate may be issued.

(b) For evaluation purposes under paragraph (a) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON**

Construction Material Description	Unit	Quantity	Cost including all delivery costs to construction site <sup>1</sup> (dollars)
Item 1. (a) Foreign Construction Material:			\$
(b) Comparable domestic construction material:			\$
Item 2. (a) Foreign construction material:			\$
(b) Comparable domestic construction material: <sup>2</sup>			\$

<sup>1</sup> Include applicable duty for foreign material.

<sup>2</sup> If additional materials are offered, continue on a separate page containing the same format.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
(THIS SECTION WILL BE REMOVED FROM THE CONTRACT DOCUMENT)**

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

FAR - <http://www.arnet.gov/far>  
DIAR - <http://www.usbr.gov/aamsden/diar/aindex.html>  
RARS - <http://www.usbr.gov/aamsden/rar.html>

All of the provisions described below are incorporated by reference into the solicitation.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)  
52.211-6 BRAND NAME OR EQUAL (AUG 1999) (DEVIATION)\*\*  
52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)  
52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)  
52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)  
52.214-5 SUBMISSION OF BIDS (MAR 1997)  
52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)  
52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS  
(NOV 1999)  
52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)  
52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)  
52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)\*\*  
52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)\*\*  
WBR 1452.233-82 NOTICE OF PROPOSED PARTNERING--BUREAU OF RECLAMATION  
(MAY 1994)

\*\*/ Bidder/Contracting Officer (CO) must fill in blanks or edit as prescribed using full-text below.

<p><b>CONTRACT PROVISIONS WITH BLANKS OR EDITS WHICH THE BIDDER/CO MUST ENTER (TWO ASTERISKS SHOWN). THE PROVISIONS GIVEN BELOW ARE ABRIDGED TO PRESENT ONLY THE PERTINENT ENTRIES AND/OR EDITING APPLICABLE FOR THIS SOLICITATION.</b></p>
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FAR 52.111-6

(e) The . . .(cont'd) . . .products:

NO. 1	BRAND NAME SPECIFIED	<p><b>Make/Model/Catalog #: Garlock style 3000 compressed non-asbestos gaskets</b>  <b>Mfr: Coltec Industries, Inc., 1666 Division Street, Palmyra, NY 14522</b>  <b>Paragraphs: C.6.1.c.(3)</b></p>
	EQUAL PRODUCT OFFERED	<p>Mfr: _____  Address: _____  Product Name (if any): _____  Make/Model/Catalog #: _____</p>
NO. 2	BRAND NAME SPECIFIED	<p><b>Make/Model/Catalog #: Unistrut P-1000 series spring nut or P-2380 series stud nuts</b>  <b>Mfr: GTE Sylvania, Inc., Unistrut Corp., 35005 Michigan Avenue West, Wayne MI 48184</b>  <b>Paragraphs: C.6.4.c.</b></p>
	EQUAL PRODUCT OFFERED	<p>Mfr: _____  Address: _____  Product Name (if any): _____  Make/Model/Catalog #: _____</p>
NO. 3	BRAND NAME SPECIFIED	<p><b>Make/Model/Catalog #: 29 AMP "Plastic-Grip" terminals</b>  <b>Mfr: AMP Inc. Products, Harrisburg PA</b>  <b>Paragraphs: C.7.1.d.(2)</b></p>
	EQUAL PRODUCT OFFERED	<p>Mfr: _____  Address: _____  Product Name (if any): _____  Make/Model/Catalog #: _____</p>
NO. 4	BRAND NAME SPECIFIED	<p><b>Make/Model/Catalog #: Devflex 600, Water based latex primer; Devflex 600, Water based latex primer</b>  <b>Mfr: Devoe Coatings Company, PO Box 7600, Louisville KY 40207, (502) 897-9861</b>  <b>Paragraphs: C.8.2.d</b></p>
	EQUAL PRODUCT OFFERED	<p>Mfr: _____  Address: _____  Product Name (if any): _____  Make/Model/Catalog #: _____</p>

NO. 5	BRAND NAME SPECIFIED	<b>Make/Model/Catalog #: Devflex 604, Water based gloss enamel; Devflex 600, Water based gloss enamel</b> <b>Mfr: Devco Coatings Company, PO Box 7600, Louisville KY 40207, (502) 897-9861</b> <b>Paragraphs: C.8.2.d</b>
	EQUAL PRODUCT OFFERED	Mfr: _____ Address: _____ Product Name (if any): _____ Make/Model/Catalog # _____
NO. 6	BRAND NAME SPECIFIED	<b>Make/Model/Catalog #: DTM Waterborne Acrylic Primer/Finish Coating, Series B66W1</b> <b>Mfr: Sherwin-Williams, 101 Prospect Avenue NW, Cleveland OH 44115-1075, (800) 752-8468</b> <b>Paragraphs: C.8.2.d</b>
	EQUAL PRODUCT OFFERED	Mfr: _____ Address: _____ Product Name (if any): _____ Make/Model/Catalog # _____
NO. 7	BRAND NAME SPECIFIED	<b>Make/Model/Catalog #: MC-Miozinc</b> <b>Mfr: Wasser High-Tech Coatings, 8401 S. 228<sup>th</sup>, Building 103, Kent WA 98032, (206) 850-2967</b> <b>Paragraphs: C.8.2.d</b>
	EQUAL PRODUCT OFFERED	Mfr: _____ Address: _____ Product Name (if any): _____ Make/Model/Catalog # _____
NO. 8	BRAND NAME SPECIFIED	<b>Make/Model/Catalog #: MC-Miozinc</b> <b>Mfr: Wasser High-Tech Coatings, 8401 S. 228<sup>th</sup>, Building 103, Kent WA 98032, (206) 850-2967</b> <b>Paragraphs: C.8.2.d</b>
	EQUAL PRODUCT OFFERED	Mfr: _____ Address: _____ Product Name (if any): _____ Make/Model/Catalog # _____
NO. 9	BRAND NAME SPECIFIED	<b>Make/Model/Catalog #: MC-Shieldcoat</b> <b>Mfr: Wasser High-Tech Coatings, 8401 S. 228<sup>th</sup>, Building 103, Kent WA 98032, (206) 850-2967</b> <b>Paragraphs: C.8.2.d</b>
	EQUAL PRODUCT OFFERED	Mfr: _____ Address: _____ Product Name (if any): _____ Make/Model/Catalog # _____

FAR 52.222-23

(b) The . . .[cont'd]. . . follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE		GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE	
Clark County, Nevada	13.9%	Clark County, Nevada	6.9%

(e) As . . .[cont'd]. . ."covered area" is Hoover Dam, Clark County, Nevada.

FAR 52.236-27

(b) Site. . .(cont'd). . .contacting:

Name: Mr. Art Carvajal  
 Address: Bureau of Reclamation  
 Lower Colorado Regional Office  
 P.O. Box 61470  
 Boulder City NV 89006-1470  
 Tel No.: (702) 293-8589 or -8698  
 Fax No.: (702) 293-8652

L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial Item Descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
 Specifications Section, Suite 8100  
 470 East L'Enfant Plaza, SW.  
 Washington, DC 20407  
 (Tel. 202-619-8925)  
 Facsimile 202-619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.3 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) For various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof herein shall be considered synonymous with the Bureau of Reclamation. The address in paragraph (c) below may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service.

(c) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

AA - Aluminum Association, Inc., 900 19th Street N.W., Washington D.C. 20006.  
Tel: 202/862-5100

AAMA - American Architectural Manufacturers Association, 1540 East Dundee Road,  
Suite 310, Palatine IL 60067. Tel: 708/202-1350

ACI - American Concrete Institute, 22400 West 7 Mile Road, P.O. Box 19150, Redford  
Station, Detroit MI 48219. Tel: 313/532-2600

ANSI - American National Standards Institute, 11 West 42nd Street, New York NY 10036.  
Tel: 212/642-4900

APA - American Plywood Association, 7011 S. 19th Street, P.O. Box 11700, Tacoma WA  
98411-0700. Tel: 206/565-6600

ARMA - Asphalt Roofing Manufacturer's Association, 6000 Executive Blvd., Suite 201,  
Rockville MD 20852. Tel: 301/231-9050.

ASME - American Society of Mechanical Engineers, Three Park Avenue, New York NY  
10016-5990. Tel: 800-843-2763.

ASTM - American Society for Testing and Materials, 1916 Race Street, Philadelphia PA  
19103. Tel: 215/299-5400

AWI - Architectural Woodwork Institute, P.O. Box 1550, Centerville VA 22020. Tel: 703/222-1100

AWPA - American Wood Preservers' Association, P.O. Box 286, Woodstock MD 21163-0286. Tel: 410/465-3169

AWS - American Welding Society, 550 Northwest Lejeune Road, Miami FL 33126, -OR -P.O. Box 351040, Miami FL 33135. Tel: 305/443-9353

AWWA -American Water Works Association, Inc., 6666 West Quincy Avenue, Denver CO 80235. Tel: 303/794-7711

CISPI -Cast Iron Soil Pipe Institute, 5959 Shallowford Road, Suite 419, Chattanooga TN 37421. Tel: 615/892-0137

FCCCHR-USC -Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, Kaprielian Hall, Los Angeles CA 90089-2531. Tel: 213/740-2032.

ICBO -International Conference of Building Officials, 5360 Workman Mill Road, Whittier CA 90601-2298. Tel: 310/699-0541

NEC -National Electrical Code, National Fire Protection Association, Batterymarch Park, Quincy MA 02269. Tel: 617/770-3000

NEMA -National Electrical Manufacturers Association, 2101 L Street N.W., Suite 300, Washington D.C. 20037. Tel: 202/457-8474

NFPA -National Fire Protection Association, Batterymarch Park, Quincy MA 02269. Tel: 617/770-3000

NSF -National Sanitation Foundation, International, P.O. Box 130140, Ann Arbor MI 48113-0140. Tel: 313/769-8010

RIS -Redwood Inspection Service, 406 Enfrente Drive, Suite 200, Novato CA 94949-7206. Tel: 415/382-0662.

SMACNA - Sheet Metal and Air-Conditioning Contractors' National Association, P.O. Box 470, Merrifield VA 22116. Tel: 703/790-9890

TCA -Tile Council of America, Inc., P.O. Box 326, Princeton NJ 08542-0326. Tel: 609/921-7050

UBC -Uniform Building Code, 5360 Workman Mill Road, Whittier CA 90601-2298. Tel: 310/699-0541

UL -Underwriters' Laboratories, 333 Pfingsten Road, Northbrook IL 60062. Tel: 312/272-8800

UMC -Uniform Mechanical Code, 5360 Workman Mill Road, Whittier CA 90601-2298. Tel: 310/699-0541

UPC -Uniform Plumbing Code, International Association of Plumbing and Mechanical Officials, 20001 Walnut Drive South, Walnut CA 91789. Tel: 909/595-8449

WCLIB - West Coast Lumber Inspection Bureau, 6980 S.W. Varns Street, P.O. Box 23145, Portland OR 97223. Tel: 503/639-0651

WWPA - Western Wood Products Association, Yeon Building, 522 Southwest 5th Avenue, Portland OR 97204-2122. Tel: 503/224-3930

RECLAMATION STANDARD MATERIAL SPECIFICATIONS AND METHODS OF TEST (The M-series documents) - Bureau of Reclamation, Attn: D-8170, P.O. Box 25007, Denver CO 80225, telephone: (303) 445-3082.

OTHER RECLAMATION PUBLICATIONS - Reclamation manuals and significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). United States Department of Commerce, National Technical Information Service 5285 Port Royal Road, Springfield VA 22161. Telephone: (703) 487-4650 or 1-800-553-6847

Department of the Army, U.S. Army Corps of Engineers Publications Depot, 2803 52nd Avenue, Hyattsville MD 20781-1102. Tel: 301/436-2063

Department of Commerce, Standards Management Program, Office of Standards Services, National Institute for Standards and Technology, Gaithersburg MD 20899. Tel: 301/975-4025

Defense Printing Service Detachment Office, Building 4, Section D, 700 Robins Avenue, Philadelphia PA 19111-5094. Tel: 215/697-2179

Department of Transportation, Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402-9371. Tel: 202/783-3238

NBS -National Bureau of Standards, National Technical Information Service, 5285 Port Royal Road, Springfield VA 22161. Tel: 703/487-4650

#### L.4 WBR 1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES—BUREAU OF RECLAMATION (MAR 1993)

(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996) DEPARTMENT OF INTERIOR  
(JUL 1996) (DEVIATION)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.6 52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM  
REQUIREMENT–CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Balance of Payments Program--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

#### L.7 WBR 1452.233-80 AGENCY PROCUREMENT PROTESTS--BUREAU OF RECLAMATION (SEP 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

L.8 WBR 1452.236-85 INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK  
SCHEDULE LINE ITEM—BUREAU OF RECLAMATION (MAY 2000)

The Contracting Officer estimates that the Section B Mobilization and Preparatory Work schedule line item should not exceed 5 percent of the total proposed price. Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, which reflects how the Government will pay for this line item, including how payment will be made when the price bid for this schedule line item is higher than the percentage stated herein.

L.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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**SECTION M - EVALUATION FACTORS FOR AWARD**  
**(THIS SECTION WILL BE REMOVED FROM THE CONTRACT DOCUMENT)**

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

FAR - <http://www.arnet.gov/far>  
 DIAR - <http://www.usbr.gov/aamsden/diar/aindex.html>  
 RARS - <http://www.usbr.gov/aamsden/rar.html>

All of the provisions described below are incorporated by reference into the solicitation.

1452.225-82 NOTICE OF TRADE AGREEMENTS ACT EVALUATIONS (JUN 2000)

M.2 WBR 1452.214-900 BASIS OF AWARD–BUREAU OF RECLAMATION–LOWER COLORADO REGION (APR 1998)

(a) The Government will evaluate offers based upon the total price bid for the Schedule (see Section B). A contract will be awarded to the responsive, responsible bidder submitting the lowest total bid price for the Schedule.

(b) Award will be made, in accordance with that provision of Section L entitled, "Contract Award-Sealed Bidding (–Construction)," to the responsive, responsible bidder submitting the lowest total bid price for the Schedule whose bid is in compliance with all requirements of this solicitation.

(c) The determination of responsibility will be made in accordance with the Federal Acquisition Regulation, Subpart 9.1, Responsible Prospective Contractors.

M.3 WBR 1452.225-900 EVALUATION OF CONSTRUCTION MATERIALS UNDER THE BUY AMERICAN ACT–BUREAU OF RECLAMATION–LOWER COLORADO REGION (FEB 2000)

(a) In order for offers to fully comply with the requirements of the clause at FAR 52.225-9, Buy American Act--Balance of Payments Program--Construction Materials, and to provide for proper evaluation of offers proposing use of foreign construction materials under paragraph (b) of the provision WBR 1452.225-903, Offers Based on Foreign Construction Materials, offerors shall comply with the requirements of this provision.

(b) A construction material cannot qualify as a domestic material unless the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(c) Only the construction material and its components shall be included in calculating the cost of a domestic construction material. To qualify as a component, an item must be incorporated directly into the construction material.

(d) With the exception of the circumstance identified in (e) below, any costs associated with operations necessary to incorporate a domestic component into an existing foreign construction material shall not be considered in calculating domestic component costs. Direct labor, overhead, packaging, testing, evaluation, or other related costs incurred in completing the end-product shall not be included as part of the total cost of the construction material's components. The total cost of the construction material (i.e., price minus profit) is irrelevant since total cost may include costs other than component costs.

(e) If a manufacturer which produces a component also incorporates it into the existing foreign construction material, the manufacturing costs incurred in producing the component (e.g., direct labor, overhead, packaging, testing, and evaluation) shall be included as part of the total cost of the construction material's components.

(f) In calculating the cost of a foreign or domestic component in a construction material, such cost shall include any (1) freight cost to ship the component from its manufacturing source to the point of inclusion in the construction material, (2) tariff costs, and (3) customs duty on foreign components (duty must be added whether or not a duty-free certificate is issued).

(g) If requested by the Contracting Officer, offerors shall furnish additional information to support the basis for calculating the cost of any foreign material and comparable domestic construction material furnished (see paragraph (d) of the clause entitled 1452.225-70 Use of Foreign Construction Materials--Department of the Interior).