

RECLAMATION

Managing Water in the West

Solicitation No. 08SP308114
Contract No.

Drop 2 Storage Reservoir Canal and Structure

Imperial County, California



U.S. Department of the Interior
Bureau of Reclamation
Lower Colorado Region
Boulder City, Nevada

2008

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| | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | |
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**DROP 2 STORAGE RESERVOIR
CANAL AND STRUCTURES
COLORADO RIVER FRONT WORK AND LEVEE SYSTEM, CALIFORNIA**

FOREWORD

The Project is located to the north of the existing All American Canal Drop Structure No. 2 along Interstate Highway 8 in Imperial County, California, approximately 30 miles east of El Centro, California, and 25 miles west of Yuma, Arizona. Work is for constructing Drop 2 Storage Reservoir, Canal, and Structures. Principal features of work include constructing Interstate 8 Highway temporary traffic detour; earthwork for parallel steel pipe including Interstate 8 Highway crossing; earthwork for canal; earthwork for structures; earthwork for reservoir; earthwork for roads; furnishing and installing geomembrane, geonet, and geotextile liners for reservoir; constructing soil-cement liner for reservoir and forebay; furnishing and laying steel pipes; constructing reinforced cast-in-place concrete for structures; constructing temporary bypass channel, constructing concrete canal lining; constructing control building; furnishing and installing various mechanical features; and furnishing and installing various electrical features

THE SPECIFICATIONS AND DRAWINGS FOR THIS SOLICITATION MAY BE ACCESSED AND DOWNLOADED AT FOLLOWING WEBSITE:

<http://www.usbr.gov/lc/region/programs/drop2/acquisitioninfo.html>

ALL AMENDMENTS ISSUED UNDER THIS SOLICITATION WILL ALSO BE AVAILABLE FOR ACCESS AND DOWNLOAD AT THIS SITE. THE SITE ALSO CONTAINS HELPFUL INFORMATION AND FORMS AND FORMATS THAT MAY BE REQUIRED FOR SUBMISSION OF PROPOSALS UNDER THIS SOLICITATION.

PRE-PROPOSAL PRESENTATION AND SITE VISIT: A PRE-PROPOSAL PRESENTATION WILL BE HELD ON TUESDAY, MAY 12, 2008 AT BUREAU OF RECLAMATION'S YUMA AREA OFFICE IN YUMA, ARIZONA BEGINNING AT 8:00 A.M. ALL ATTENDEES WILL TRAVEL AS A GROUP TO THE RESERVOIR SITE IMMEDIATELY NORTH OF INTERSTATE 8 EXIT 146 IN IMPERIAL COUNTY, CALIFORNIA AFTER COMPLETION OF THE PRESENTATION AT THE YUMA AREA OFFICE. PROSPECTIVE PROPOSERS SHOULD MAKE ARRANGEMENTS FOR ATTENDANCE BY CONTACTING MARGE SCHAFER AT 702-293-8394. ATTENDEES ARE TO PROVIDE AND WEAR SAFETY BOOTS, HARD HATS, SAFETY VESTS.

FOR DATE AND PLACE OF RECEIPT OF OFFERS, SEE "SOLICITATION, OFFER, AND AWARD," STANDARD FORM 1442. FOR INFORMATION REGARDING BUREAU OF RECLAMATION'S PUBLICATION "RECLAMATION SAFETY AND HEALTH STANDARDS" (2001 EDITION) WHICH IS APPLICABLE TO WORK UNDER THIS CONTRACT, SEE CLAUSE AT "WBR 1452.223-81 SAFETY AND HEALTH."

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.

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| SOLICITATION , OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NUMBER | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES |
| | 08SP308114 | <input type="checkbox"/> Sealed Bid <input checked="" type="checkbox"/> Negotiated | 04/24/2008 | Page 1 of 1 |

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

| | | |
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| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
| 7. ISSUED BY Bureau of Reclamation, Lower Colorado Region P.O. Box 61470 Boulder City, NV 89006-1470 | CODE 00030 | 8. ADDRESS OFFER TO Bureau of Reclamation, Lower Colorado Region IF EXPRESS MAILED, DELIVER TO: 500 Fir Street Boulder City, NV 89005 |
| 9. FOR INFORMATION CALL: | A. NAME Margaret Schafer | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (702) 293-8394 ext. |

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 (Title, identifying no., date):

Project Title: Drop 2 Storage Reservoir, Canal and Structures -- Colorado River Front Work and Levee System - California

Estimated Price: More than \$100 million

This action is solicited under Full and Open Competition.

The specifications and drawings are not posted with the solicitation. These attachments may be accessed and downloaded at the following website:
<http://www.usbr.gov/lc/region/programs/drop2/acquisitioninfo.html>

11. The Contractor shall begin performance within 15 calendar days and complete it within 740 calendar days after receiving award notice to proceed.
This performance period is mandatory negotiable. (See par. F.2)

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| 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 | 12B. CALENDAR DAYS 15 |
|--|------------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 4:00 pm (hour) local time 06/08/2008 (date). If this is a sealed bid solicitation, offers will 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.
- 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 _____ calendar days for government acceptance after the date offers are due will not be considered and will be rejected.

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| SECTION B – Supplies or Services and Prices | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | B-1 |
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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 THE REQUIREMENTS--NEGOTIATION

JANUARY 2005

- (a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.
- (b) Offerors are cautioned to carefully review the proposal submission requirements contained in Section L. Failure to comply with these requirements may result in an offer being determined technically unacceptable.
- (c) Offers will be considered for award on the schedule in Paragraph B.2, but no offer will be considered for award for only a part of the schedule. Offers for only a part of the schedule may be determined technically unacceptable.
- (d) Offerors shall complete the schedule in Section B and furnish any additional information required in Section B, as applicable.
- (e) The quantities stated in the Schedule, other than those identified as "lump sum," are estimated quantities for comparison of offers, and except as provided in the clause "Variation in Estimated Quantity," no claim shall be made against the Government for variations in the quantities stated.
- (f) The Section I clause entitled "Payment for Mobilization and Preparatory Work" applies to Schedule item for Mobilization and Preparatory Work. Also, see the Section L provision entitled "Instruction for Mobilization and Preparatory Work Schedule Line Item."

(e) Definitions:

CLIN – Contract Line Item Number.

B.2 The Schedule

SCHEDULE

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|------|--------------------|---|---------------------|------------|--------|
| 1 | WBR 1452.232-81 | Mobilization and preparatory work | For the lump sum of | | \$ |
| 2 | 01555 | Traffic control | For the lump sum of | | \$ |
| 3 | 01568 | Site security | For the lump sum of | | \$ |
| 4 | 02001 | Control building | For the lump sum of | | \$ |
| 5 | 02052 | Interstate 8 Highway detour preparation, barricade Evan Hewes Highway, K-rail | 100 lin ft | | \$ |
| 6 | 02052 | Interstate 8 Highway detour preparation, demolish Evan Hewes Highway | 925 yd ³ | | \$ |

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| SECTION B – Supplies or Services and Prices | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | B-2 |
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SCHEDULE

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|------|---------|---|------------------------|------------|--------|
| 7 | 02052 | Interstate 8 Highway detour preparation, demolish Interstate 8 shoulders | 1,025 yd ³ | | \$ |
| 8 | 02052 | Build detour for Interstate 8, excavation | 8,600 yd ³ | | \$ |
| 9 | 02052 | Build detour for Interstate 8, backfill (sub-grade and sub-base) | 8,600 yd ³ | | \$ |
| 10 | 02052 | Build detour for Interstate 8, aggregate base course for traveled way and shoulder | 27,300 yd ³ | | \$ |
| 11 | 02052 | Build detour for Interstate 8, hot mix asphalt, type A for traveled way and shoulder | 14,220 tons | | \$ |
| 12 | 02052 | Build detour for Interstate 8, temporary railing (K-rail) to separate lanes of traffic | 2,920 lin ft | | \$ |
| 13 | 02052 | Build detour for Interstate 8, crash barriers | 2 each | | \$ |
| 14 | 02052 | Build detour for Interstate 8, paint traffic stripe (yellow for centerline and white for edge of lanes) | 42,825 lin ft | | \$ |
| 15 | 02052 | Stage construction and traffic handling, temporary traffic stripes (paint) | 6,000 lin ft | | \$ |
| 16 | 02052 | Stage construction and traffic handling, plastic drums | 40 each | | \$ |
| 17 | 02052 | Stage construction and traffic handling, construction area signs | For the lump sum of | | \$ |
| 18 | 02052 | Stage construction and traffic handling, remove temporary traffic stripes (paint) | 6,000 lin ft | | \$ |
| 19 | 02052 | Demolish Interstate 8 detour, roadway excavation (asphalt, aggregate base course, and earthwork) | 43,100 yd ³ | | \$ |
| 20 | 02052 | Prepare site for pipe installation on Interstate 8, cut and remove Interstate 8 pavement and sub-grade | For the lump sum of | | \$ |
| 21 | 02052 | Re-build Interstate 8, backfill (sub-grade and sub-base) | 23,550 yd ³ | | \$ |
| 22 | 02052 | Re-build Interstate 8, aggregate base course, class 2 | 300 yd ³ | | \$ |

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| SECTION B – Supplies or Services and Prices | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | B-3 |
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SCHEDULE

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|------|---------|---|---------------------------|------------|--------|
| 23 | 02052 | Re-build Interstate 8, hot mix asphalt, type A | 410 tons | | \$ |
| 24 | 02052 | Re-build Interstate 8, joint plane concrete pavement | 280 yd ³ | | \$ |
| 25 | 02052 | Re-build Interstate 8, paint (yellow for centerline and white for edge of lanes) | 6,000 lin ft | | \$ |
| 26 | 02052 | Re-build Interstate 8, rumble strip | 2,500 lin ft | | \$ |
| 27 | 02052 | Miscellaneous, right-of-way-fencing | 3,300 lin ft | | \$ |
| 28 | 02052 | Miscellaneous, sampling and testing of materials | For the lump sum of | | \$ |
| 29 | 02052 | Miscellaneous, reset roadside sign | For the lump sum of | | \$ |
| 30 | 02202 | Water for dust abatement | 70,000 M (1,000) gallons | | \$ |
| 31 | 02226 | Removing existing 18-inch diameter steel well protective pipes up to 250 foot depth and grouting standpipes | 3 wells | | \$ |
| 32 | 02226 | Removing existing 2- to 2.5-inch diameter PVC well protective pipes up to 50 foot depth and grouting standpipes | 21 wells | | \$ |
| 33 | 02227 | Removing existing roadway pavement and base course | For the lump sum of | | \$ |
| 34 | 02232 | Clearing and grubbing | 345 acres | | \$ |
| 35 | 02236 | Stripping | 3,100,000 yd ² | | \$ |
| 36 | 02242 | Removal of water for Coachella Canal modification | For the lump sum of | | \$ |
| 37 | 02242 | Removal of water for steel pipe and Outlet Canal construction | For the lump sum of | | \$ |
| 38 | 02261 | Diversion and care of Coachella Canal during Coachella Canal Flume and Transition construction | For the lump sum of | | \$ |
| 39 | 02312 | Blading for county road | For the lump sum of | | \$ |
| 40 | 02316 | Excavation for steel pipe trench | 86,000 yd ³ | | \$ |
| 41 | 02316 | Backfill for steel pipe trench | 77,000 yd ³ | | \$ |
| 42 | 02316 | Compacting backfill in steel pipe trench | 77,000 yd ³ | | \$ |

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| SECTION B – Supplies or Services and Prices | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | B-4 |
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SCHEDULE

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|------|---------|---|---------------------------|------------|--------|
| 43 | 02317 | Excavation for canal | 811,000 yd ³ | | \$ |
| 44 | 02317 | Compacted refill for lining | 625 yd ³ | | \$ |
| 45 | 02317 | Trimming foundation for concrete canal lining | 374,000 yd ² | | \$ |
| 46 | 02317 | Constructing canal embankments | 2,162,500 yd ³ | | \$ |
| 47 | 02317 | Compacting canal embankments | 1,236,000 yd ³ | | \$ |
| 48 | 02318 | Excavation for structures | 38,300 yd ³ | | \$ |
| 49 | 02318 | Backfill about structures | 24,000 yd ³ | | \$ |
| 50 | 02318 | Compacting backfill about structures | 38,450 yd ³ | | \$ |
| 51 | 02319 | Excavation for reservoir | 6,200,000 yd ³ | | \$ |
| 52 | 02319 | Placing and compacting reservoir embankments | 2,200,000 yd ³ | | \$ |
| 53 | 02320 | Excavation for access road to Drop 2 powerplant | 13,200 yd ³ | | \$ |
| 54 | 02320 | Access road to Drop 2 powerplant embankments | 19,625 yd ³ | | \$ |
| 55 | 02322 | Excavation of existing earth plug | 2,900 yd ³ | | \$ |
| 56 | 02323 | Controlled low strength material | 8,800 yd ³ | | \$ |
| 57 | 02323 | Cementitious materials for controlled low strength material | 1,238 tons | | \$ |
| 58 | 02331 | Gravel filter material | 15,000 yd ³ | | \$ |
| 59 | 02332 | Rockfill | 7,300 yd ³ | | \$ |
| 60 | 02333 | Geomembrane soil cover | 1,250,000 yd ³ | | \$ |
| 61 | 02344 | Geomembrane | 2,200,000 yd ² | | \$ |
| 62 | 02346 | Geotextile | 260,000 yd ² | | \$ |
| 63 | 02346 | Geonet composite | 95,000 yd ² | | \$ |
| 64 | 02376 | Soil-cement test section | For the lump sum of | | \$ |
| 65 | 02377 | Soil-cement | 120,000 yd ³ | | \$ |
| 66 | 02377 | Cementitious materials for soil-cement | 26,000 tons | | \$ |
| 67 | 02460 | Sheet pile wall | 350,000 lb | | \$ |

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| SECTION B – Supplies or Services and Prices | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | B-5 |
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SCHEDULE

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|------|---------|--|-------------------------|------------|--------|
| 68 | 02514 | Steel pipe | 1,790 lin ft | | \$ |
| 69 | 02514 | Pipe outlets | 4 outlets | | \$ |
| 70 | 02722 | Aggregate base course for access road to Drop 2 powerplant | 1,900 tons | | \$ |
| 71 | 02732 | Gravel surfacing | 39,000 tons | | \$ |
| 72 | 02732 | Recycled concrete aggregate | For the lump sum of | | \$ |
| 73 | 02743 | Asphaltic concrete pavement for access road to Drop 2 powerplant | 740 tons | | \$ |
| 74 | 02763 | Traffic lines and markings | 6,800 lin ft | | \$ |
| 75 | 02845 | W-Beam guardrail | 390 lin ft | | \$ |
| 76 | 02846 | Metal beam guard railing | 204 lin ft | | \$ |
| 77 | 02846 | Chain link railing | 200 lin ft | | \$ |
| 78 | 02893 | Post-mounted traffic signs | 3 signs | | \$ |
| 79 | 02918 | Placing wood chips | For the lump sum of | | \$ |
| 80 | 03156 | PVC waterstop | 1,770 lin ft | | \$ |
| 81 | 03157 | PVC retro-fit waterstop | 126 lin ft | | \$ |
| 82 | 03200 | Concrete reinforcement | 1,510,000 lb | | \$ |
| 83 | 03300 | Concrete for structures | 12,530 yd ³ | | \$ |
| 84 | 03300 | Concrete for protective coatings | 600 yd ³ | | \$ |
| 85 | 03300 | Cementitious materials for cast-in-place concrete | 3,700 tons | | \$ |
| 86 | 03305 | Saw cutting existing concrete | 825 lin ft | | \$ |
| 87 | 03305 | Concrete removal | 680 yd ³ | | \$ |
| 88 | 03306 | Saw cutting existing Coachella Canal concrete lining | 312 lin ft | | \$ |
| 89 | 03306 | Removing existing Coachella Canal concrete lining | For the lump sum of | | \$ |
| 90 | 03309 | Concrete in canal lining | 374,440 yd ² | | \$ |
| 91 | 03309 | Cementitious materials for concrete in canal lining | 10,300 tons | | \$ |
| 92 | 03309 | Contraction joints in canal lining | 457,000 lin ft | | \$ |
| 93 | 05500 | Miscellaneous metalwork | For the lump sum of | | \$ |
| 94 | 05518 | Safety ladders for concrete-lined canal | 97 ladders | | \$ |
| 95 | 05612 | Trashracks | For the lump sum of | | \$ |

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| SECTION B – Supplies or Services and Prices | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | B-6 |
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SCHEDULE

| CLIN | Section | Supplies or Services | Quantity and Unit | Unit Price | Amount |
|-------------------------------|---------|---|---------------------|------------|--------|
| 96 | 05635 | Metal piping for air vents | For the lump sum of | | \$ |
| 97 | 11285 | Stoplogs | For the lump sum of | | \$ |
| 98 | 11288 | Slide gates | For the lump sum of | | \$ |
| 99 | 11851 | Safety cable with floats | For the lump sum of | | \$ |
| 100 | 13110 | Buried impressed current cathodic protection system | For the lump sum of | | \$ |
| 101 | 13111 | Galvanic anode cathodic protection systems for gates and poles | For the lump sum of | | \$ |
| 102 | 13112 | Submerged galvanic anode cathodic protection system – pipes | For the lump sum of | | \$ |
| 103 | 13113 | Submerged impressed current cathodic protection system - trashracks | For the lump sum of | | \$ |
| 104 | 13423 | Water-level measuring devices | For the lump sum of | | \$ |
| 105 | 13424 | Ultrasonic flowmeters | For the lump sum of | | \$ |
| 106 | 13425 | Canal measuring device | For the lump sum of | | \$ |
| 107 | 14510 | Hydraulic trash rake | For the lump sum of | | \$ |
| 108 | 14520 | Trash rake conveyors | For the lump sum of | | \$ |
| 109 | 16050 | Complete electrical system | For the lump sum of | | \$ |
| 110 | 16051 | Electrical drawings and data | For the lump sum of | | \$ |
| 111 | 16132 | Automatic transfer switch | For the lump sum of | | \$ |
| 112 | 16232 | Engine-generator set | For the lump sum of | | \$ |
| TOTAL FOR THE SCHEDULE | | | | | \$ |

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| SECTION C – Descriptions and Specifications | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | C-1 |
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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 SPECIFICATIONS

JUNE 1998

The Contractor shall furnish the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to perform the requirement specified in the Specifications contained in Attachment No. 1 of this solicitation and subsequent contract.

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| SECTION C – Descriptions and Specifications | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | C-2 |
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SECTION D – PACKAGING AND MARKING

(There are no clauses in this section)

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| SECTION E – Inspection and Acceptance | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | E-1 |
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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 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 at the following addresses:

Federal Acquisition Regulations (FAR) clauses - <http://www.arnet.gov/far>;
 Department of the Interior Acquisition Regulations (DIAR) clauses –
<http://www.ios.doi.gov/pam/aindex.html>; and
 Reclamation Acquisition Regulations (RAR) clauses –
<http://www.usbr.gov/mso/aamd/regulations.html>

In addition, the clauses can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.;
 DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70; and
 RAR - by the number prefix 1452 and number suffix of -80, e.g. 1452.201-80.

The following referenced clauses are hereby incorporated into and made a part of this contract.

| Clause | Title | Date |
|---------------|----------------------------|-------------|
| 52.246-12 | Inspection of Construction | August 1996 |

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| SECTION E – Inspection and Acceptance | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | E-2 |
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| SECTION G – Contract Administration Data | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | G-1 |
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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 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 at the following addresses:

Federal Acquisition Regulations (FAR) clauses - <http://www.arnet.gov/far>;
 Department of the Interior Acquisition Regulations (DIAR) clauses –
<http://www.ios.doi.gov/pam/aindex.html>; and
 Reclamation Acquisition Regulations (RAR) clauses –
<http://www.usbr.gov/mso/aamd/regulations.html>

In addition, the clauses can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.;
 DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70; and
 RAR - by the number prefix 1452 and number suffix of -80, e.g. 1452.201-80.

The following referenced clauses are hereby incorporated into and made a part of this contract.

| Clause | Title | Date |
|---------------|---|----------------|
| 52.211-13 | Time Extensions | September 2004 |
| 52.211-18 | Variation in Estimated Quantity | April 1984 |
| 52.242-14 | Suspension of Work | April 1984 |
| 1452.219-80 | Distribution of Summary Subcontracting Report | June 2002 |

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 15 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 730 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

The Coachella Canal turnout structure will only be available for bypass flows between December 1, 2008 through February 28, 2009, and December 1, 2009 through February 28, 2010. The Contractor shall complete all work which require bypass of flows within these timeframes.

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| SECTION G – Contract Administration Data | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | G-2 |
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F.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION SEPTEMBER 2000

(a) If the Contractor fails to complete the work within this contract, the Contractor shall pay liquidated damages to the Government as follows:

1. Work on Coachella Canal turnout structure - \$7,875 per calendar day.
2. Completion of all other work - \$10,500 per calendar day.

(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 | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | G-3 |
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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 1452.232-82 OTHER INVOICE REQUIREMENTS--BUREAU OF RECLAMATION DECEMBER 2002

(a) As permitted by subparagraph (a)(2)(xi) of the Prompt Payment for Construction Contracts clause of this contract, to constitute a proper invoice the Contractor shall submit the update reports required by the "Construction Program" paragraph of the contract specification with each request for payment under the contract.

(b) No payment shall be authorized for work performed out of sequence. If work is performed in violation of the sequence shown on the approved logic diagram(s), but is performed in a logical sequence and in compliance with the contract requirements, the current approved logic diagram(s) shall be updated to correct the out of sequence condition, thereby allowing approval of payment. Progress payments for incomplete activities shall be approved only if the activity's original duration exceeds 15 workdays or 20 shifts and the activity is in process at the end of the billing period, or if the estimated earnings for the activity exceed \$1,000.

G.2 1452.242-80 POSTAWARD CONFERENCE JULY 1993

(a) Prior to the Contractor starting work, a postaward 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 the ***Bureau of Reclamation's, Yuma Area Office, in Yuma, Arizona.***

(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.

G.3 INVOICE SUBMISSION REQUIREMENTS JANUARY 2005

(a) To ensure timely processing of progress payments under the contract, the designated billing office for such payments is:

Beverly Nelson, Contracting Officer (LC-3110)
Bureau of Reclamation
P.O. Box 61470
Boulder City, NV 89006-1470

(b) Final payment under the contract will be approved by the Contracting Officer pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete.

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| SECTION G – Contract Administration Data | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | G-4 |
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G.4 GOVERNMENT ADMINISTRATION PERSONNEL

JULY 1998

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

Beverly Nelson, Contracting Officer (LC-3110)
 Bureau of Reclamation
 P.O. Box 61470
 Boulder City NV 89006-1470
 Phone No.: 702-293-8524
 Faxogram No. 702-293-8499

G.5 CONTRACTOR'S ADMINISTRATION PERSONNEL

NOVEMBER 1996

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

Name: _____
 Title: _____
 Address: _____
 City/State/Zip: _____
 Telephone No: _____
 Faxogram No.: _____

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| SECTION H – Special Contract Requirements | Document No. 08SP308114 | Document Title Drop 2 Storage Reservoir Canal and Structure | H-1 |
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SECTION H – SPECIAL CONTRACT REQUIREMENTS

(There are no clauses in this section)

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 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 at the following addresses:

Federal Acquisition Regulations (FAR) clauses - <http://www.arnet.gov/far>;
 Department of the Interior Acquisition Regulations (DIAR) clauses –
<http://www.ios.doi.gov/pam/aindex.html>; and
 Reclamation Acquisition Regulations (RAR) clauses –
<http://www.usbr.gov/mso/aamd/regulations.html>

In addition, the clauses can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.;
 DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70; and
 RAR - by the number prefix 1452 and number suffix of -80, e.g. 1452.201-80.

The following referenced clauses are hereby incorporated into and made a part of this contract.

| Clause | Title | Date |
|---------------|--|----------------|
| 52.202-01 | Definitions | July 2004 |
| 52.203-03 | Gratuities | April 1984 |
| 52.203-05 | Covenant Against Contingent Fees | April 1984 |
| 52.203-07 | Anti-Kickback Procedures | July 1995 |
| 52.203-08 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | January 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | January 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | September 2007 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | December 2007 |
| 52.203-14 | Display of Hotline Poster(s) | December 2007 |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper. | August 2000 |
| 52.204-07 | Central Contractor Registration | July 2006 |
| 52.209-06 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | September 2006 |
| 52.215-02 | Audit and Records--Negotiation | June 1999 |
| 52.215-08 | Order of Precedence--Uniform Contract Format | October 1997 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data--Modifications | October 1997 |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications | October 1997 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (October 1997) Alternate IV | October 1997 |

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| 52.219-04 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | July 2005 |
| 52.219-08 | Utilization of Small Business Concerns | May 2004 |
| 52.219-09 Alt II | Small Business Subcontracting Plan (Nov 2007) - Alternate II | July 2005 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | January 1999 |
| 52.219-28 | Post-Award Small Business Program Re-representation | June 2007 |
| 52.222-03 | Convict Labor | June 2003 |
| 52.222-04 | Contract Work Hours and Safety Standards Act - Overtime Compensation | July 2005 |
| 52.222-06 | Davis Bacon Act | July 2005 |
| 52.222-07 | Withholding of Funds | February 1988 |
| 52.222-08 | Payrolls and Basic Records | February 1988 |
| 52.222-09 | Apprentices and Trainees | July 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | February 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | July 2005 |
| 52.222-12 | Contract Termination-Debarment | February 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | February 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | February 1988 |
| 52.222-15 | Certification of Eligibility | February 1988 |
| 52.222-21 | Prohibition of Segregated Facilities | February 1999 |
| 52.222-26 | Equal Opportunity | March 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | February 1999 |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | September 2006 |
| 52.222-36 | Affirmative Action For Workers with Disabilities | June 1998 |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | September 2006 |
| 52.222-50 | Combating Trafficking in Persons | August 2007 |
| 52.223-02 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | December 2007 |
| 52.223-06 | Drug Free Workplace | May 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | August 2003 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | December 2007 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | February 2006 |
| 52.227-01 | Authorization and Consent | December 2007 |
| 52.227-02 | Notice And Assistance Regarding Patent And Copy Infringement | December 2007 |
| 52.227-04 | Patent Indemnity-Construction Contracts | December 2007 |
| 52.228-02 | Additional Bond Security | October 1997 |
| 52.228-05 | Insurance - Work On A Government Installation | January 1997 |
| 52.228-11 | Pledges Of Assets | February 1992 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | October 1995 |

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| 52.228-14 | Irrevocable Letter of Credit | December 1999 |
| 52.228-15 | Performance and Payment Bonds--Construction | November 2006 |
| 52.229-03 | Federal, State And Local Taxes | April 2003 |
| 52.232-05 | Payments under Fixed-Price Construction Contracts | September 2002 |
| 52.232-17 | Interest | June 1996 |
| 52.232-23 | Assignment Of Claims | January 1986 |
| 52.232-27 | Prompt Payment for Construction Contracts | September 2005 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | October 2003 |
| 52.233-01 Alt I | Disputes (Jul 2002) - Alternate I | December 1991 |
| 52.233-03 | Protest After Award | August 1996 |
| 52.233-04 | Applicable Law for Breach of Contract Claim (Oct 2004) | October 2004 |
| 52.236-01 | Performance of Work by the Contractor 15% (fifteen percent) | April 1984 |
| 52.236-02 | Differing Site Conditions | April 1984 |
| 52.236-03 | Site Investigation and Conditions Affecting the Work | April 1984 |
| 52.236-05 | Material and Workmanship | April 1984 |
| 52.236-06 | Superintendence by the Contractor | April 1984 |
| 52.236-07 | Permits and Responsibilities | November 1991 |
| 52.236-09 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | April 1984 |
| 52.236-10 | Operations and Storage Areas | April 1984 |
| 52.236-11 | Use and Possession Prior to Completion | April 1984 |
| 52.236-12 | Cleaning Up | April 1984 |
| 52.236-13 Alt I | Accident Prevention (Nov 1991) - Alternate I | November 1991 |
| 52.236-14 | Availability and Use of Utility Services | April 1984 |
| 52.236-16 | Quantity Surveys | April 1984 |
| 52.236-17 | Layout of Work | April 1984 |
| 52.236-26 | Preconstruction Conference | February 1995 |
| 52.242-13 | Bankruptcy | July 1995 |
| 52.243-04 | Changes | June 2007 |
| 52.243-06 | Change Order Accounting | April 1984 |
| 52.244-02 | Subcontracts (none) | June 2007 |
| 52.244-06 | Subcontracts for Commercial Items | March 2007 |
| 52.246-21 Alt I | Warranty of Construction (Mar 1994) Alternate I | April 1984 |
| 52.248-03 | Value Engineering-Construction | September 2006 |
| 52.249-02 Alt I | Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I | September 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | April 1984 |
| 52.253-01 | Computer Generated Forms | January 1991 |
| 1452.201-80 | Authorities and Limitations--BOR | July 1993 |
| 1452.209-82 | Prohibition on Release of Information--BOR | July 1997 |
| 1452.223-80 | Asbestos-Free Warranty | October 1992 |
| 1452.223-82 | Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace - Bureau of Reclamation | October 1998 |
| 1452.228-84 | Certification of Representatives for Corporate | September 1996 |

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| | Sureties | |
| 1452.231-81 | Equipment Ownership and Operating Expense | July 1998 |
| 1452.233-81 | Claims Accounting | July 1993 |
| 1452.236-84 | Preservation of Cultural Resources--Bureau of Reclamation | February 2000 |
| 1452.243-80 Alt 4 | Modification Proposals (Dec 2001) Alternate IV | July 1998 |

I.2 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING DECEMBER
PAYMENT OF UNION DUES OR FEES 2004

(a) Definition. As used in this clause- "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

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To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order;
or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

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(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.3 52.223-09 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL AUGUST
 ALT I CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) 2000
 - ALTERNATE I

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

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(c) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer identified on this contract

I.4 52.225-11 BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS AUGUST 2007

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

“Caribbean Basin country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or 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 construction material (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 construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland,

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France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“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.

“Free Trade Agreement country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or, designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act 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.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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;

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(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 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)(4)(i) of this clause.

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

(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 | _____ | _____ | _____ |

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

*[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

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I.5 52.228-01 BID GUARANTEE SEPTEMBER 1996

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds--

(1) to unsuccessful bidders as soon as practicable after the opening of bids; and

(2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3 million, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.6 52.236-21 SPECIFICATIONS AND DRAWINGS FOR APRIL 1984
ALT II CONSTRUCTION (FEB 1997) - ALTERNATE II

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall

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be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall five full size sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

I.7 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES APRIL 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 or contract of any Department of the Interior Acquisition Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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I.8 1452.203-70 RESTRICTION ON ENDORSEMENTS--DOI JULY 1996

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.9 1452.204-70 RELEASE OF CLAIMS--DOI JULY 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.10 1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984) DEVIATION AUGUST 1996

For purposes of the Examination of Records by the Audit and Records -- Negotiation (OCT 1995) clause of this contract (FAR 52.215-2), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

I.11 1452.228-70 LIABILITY INSURANCE JULY 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

\$1,000,000 per occurrence (Ask Dave what he wants this to be.)

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

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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.12 1452.236-8 OTHER CONTRACTS (DEVIATION) APRIL 1984

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. The following other contract work is anticipated to be performed at or near the site of this contract:

- a. Brock Research Ranch South Tree Line Clearing and Grubbing,
- b. Inlet Canal and Reservoir Security and Flat Tailed Horned Lizard Fencing, and
- c. Evan Hewes Highway Milling and Resurfacing.

I.13 1452.223-81 SAFETY AND HEALTH MAY 2005

(a) The Contractor shall not require any person employed in the performance of this contract (including subcontracts) to work under conditions that are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) (Revised 2001). Some contracts may not contain the Accident Prevention clause, e.g., those formed under simplified acquisition procedures. Even if the Accident Prevention clause is not part of this contract, the Contractor must still comply with the Reclamation RSHS.

(c) (1) The Contractor may obtain the safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

(2) The RSHS manual as referenced in subparagraph (b) above is available at the following website: <<http://www.usbr.gov/ssle/safety/RSHS/rshs.htm>>.

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 3 of the RSHS.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or 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,

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and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause 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 any of the safety documents referenced herein, the more stringent requirement shall prevail.

I.14 1452.232-80 **LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)** **SEPTEMBER 2003**

(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 **\$ TBD at Contract Award** is presently available for payment and allotted under this contract for construction of the Drop 2 Storage Reservoir, Canal, and Structures. This present funding allotment is contemplated to cover the work to be performed until September 30, 2008. 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:

| <u>FISCAL YEAR</u> | <u>FUNDING AMOUNT</u> |
|----------------------|-----------------------|
| On award of contract | 10% |
| FY09 | 40% |
| FY10 | 50% |

(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 60 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

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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. If agreement cannot be reached, the Contracting Officer will make a final decision as to the period of contract performance that will be covered by the funds. This decision may be appealed by the Contractor under the Disputes clause of the 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.15 1452.232-81 PAYMENT FOR MOBILIZATION AND PREPARATORY MAY 2000
 ALT I WORK (MAY 2000) - ALTERNATE I

(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

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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.
- (5) Approved detailed logic diagram(s) and the baseline schedule.

(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

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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 and upon approval of the detailed logic diagram(s) and baseline schedule, 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.16 1452.236-80 RESTRICTION ON SUBMISSION AND USE OF EQUAL PRODUCTS APRIL 1992

Notwithstanding the "Material and Workmanship" clause of this contract, or any other contractual provision, "or equal" products will not be considered for the following "brand name" products:

| Spec Section | Spec Paragraph | Brand Name Item/Manufacturer |
|--------------|----------------|--|
| 13424 | 2.01.A.1 | Model 7720C flowmeter consoles / Accusonic Technologies, Inc. |
| | 2.01.A.2 | Internal mounted Model 7630/7695 transducers / Accusonic Technologies, Inc. |
| 14510 | 2.01.A | Model ST8000 hydraulic trash rake system / Atlas Polar Company, Ltd, Hydrorake Division |

I.17 1452.237-80 SECURITY REQUIREMENT -- INFORMATION TECHNOLOGY/COMPULSORY PROTECTION OF SENSITIVE INFORMATION AND SECURITY ACCESS REQUIREMENTS--BOR OCTOBER 2006

(a) General Security Requirements:

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, and information technology security

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requirements. Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. "Work site" means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the Contracting Officer (CO). If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor's employees governed by this contract may need access to sensitive information and/or may need access to designated Controlled Access Areas (CAAs). The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card consisting of either a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

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(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to \$500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. At the direction of the COR, the Contractor shall provide to the COR, in writing, the name and nationality of all non-U.S. citizens working under this contract. For those individuals with access to the work site, the Contractor shall also provide documentation that the foreign individual is legally residing in, or has been legally admitted to, the U.S.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the CO. The Contractor shall report any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

(b) Information Security Requirements.

(1) The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as FOR OFFICIAL USE ONLY (FOUO) information, but in some cases may include other unclassified information. (The protection of National Classified information is beyond the scope of this clause. If any work on classified information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information

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from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation Directives and Standards for Identifying and Safeguarding FOR OFFICIAL USE ONLY (FOUO) Information, which is available at <http://www.usbr.gov/recman/DandS.html#sle>.

(2) Any Government-furnished information/material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Only with prior authorization from the CO may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the CO. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor, publication of technical or scientific papers, advertising, and disclosure to Contractor staff not investigated and deemed acceptable at the appropriate contract/information sensitivity level, or any other proposed public release. The Contractor shall maintain, and furnish upon demand of the CO, records of the names of individuals who have access to sensitive material in its custody. All questions regarding information security, access, and control shall be referred to the COR.

(3) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the CO has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the CO before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the CO.

(4) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

(c) Site Security Requirements

(1) General Description. This section provides provisions to ensure the full security integrity of the facility and personnel working at the facility. The work of this section may involve interfaces with a number of Government security personnel, normally coordinated through the designated COR. The Contractor is responsible for ensuring that activities are accomplished in

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a manner that complies fully with applicable security statutes, regulations, policies, directives, and standards.

(2) Government Security Personnel. When and where applicable, security personnel may be assigned to control access, secure materials or activities at the work site, or escort Contractor personnel in CAAs or other sensitive areas. Personnel may include security managers, security guards, security contractors acting as agents of the Government, law enforcement personnel, or others. These individuals may be used to ensure the overall security and integrity of the site or building and may provide controlled access to designated CAAs. These individuals may conduct inspection of all workers, vehicles, equipment, or materials entering, or re-entering the work site. The inspection may be done with walk-through and/or hand-held metal detectors or by other means as may be deemed necessary by Reclamation.

(3) Contractor Guard Force. At the Contractor's sole discretion, and at the Contractor's own expense, with prior written Government approval, a Contractor may be authorized to hire its own guards to secure Contractor-owned equipment and/or to protect Contractor employees or subcontractors. If such a relationship is permitted, the Contractor shall be exclusively liable for all guard activities to include action or inaction of Contractor's guard personnel. The Government will not offer nor provide any indemnification. Contractor shall be solely responsible for guards at all times to include any supervision, oversight, and for the development of local guard orders and or procedures. The Contractor shall be responsible for coordinating all guard activities with the COR and shall develop and submit to the COR, for advance approval, any guard orders and/or guard procedures.

(4) Additional Security-Related Submittals

(i) Visitor List. The Contractor shall furnish to the COR, in advance, notification of visit of any Contractor-sponsored visitor to a Government-controlled facility. This notification should be in writing and must include the purpose or nature of the visit, the full name of the visitor, and the full name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

(ii) Delivery Schedule. The Contractor shall furnish to the COR, in advance, a schedule for all deliveries. This list shall include estimated delivery date, time, nature of the materials being delivered, and - where available - the name of delivery company and type of vehicle.

(iii) Explosive Security Plan. The Contractor shall furnish to the COR for approval, in advance, an explosive security plan at any work site where explosives will be stored or used.

(5) General Provisions.

(i) General. The Contractor shall comply with the Government's site security procedures as specified, and as requested subsequent to award of Contract. Failure of the Contractor to comply with required access controls, information handling procedures, or any other security controls or procedures, may result in revocation of Contractor personnel access to the work site. The Government reserves the right to modify or clarify security provisions of this contract based on changing political and civil circumstances, and perceived threats to personnel or the facility.

(ii) Security Facilities and Equipment. The Contractor shall use security facilities and equipment only for the purposes intended and as directed by the COR. The Contractor shall

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comply with the Government's instructions for use of secure storage areas, site enclosure and gates, temporary security lighting, building space enclosure, and lockup devices and systems established for detection, monitoring, signaling, and alarming field office facilities. Measures necessary to secure the integrity of materials, equipment, and tools installed or used in furtherance of this contract shall be at no cost to the Government.

(iii) Security Personnel Availability/Work Schedules. The Contractor shall notify the COR at least 24 hours in advance of any projected work which might impact on security or require the scheduling of extended security personnel support. The Contractor shall provide a weekly work schedule which may have security implications, such as anticipated delivery of materials, use of explosives or heavy machinery, and extra time needed for continuous or inherently lengthy construction or project specific operations (such as concrete placement).

(iv) Deliveries. The Contractor shall provide at least one day's advance notice of major deliveries, including time of arrival and trucks/carriers/documentation to be expected for arrival at work site. The Contractor shall provide reasonable advanced notice of deliveries which must be accommodated/accepted at times other than the Government's established working hours. Failure to provide adequate advanced notice may result in delivery delays at the Contractor's expense.

(v) Site Access. All Contractor personnel will be issued appropriate identification and must comply with all local access control procedures. The Government reserves the exclusive right to refuse or disallow any vehicular or pedestrian access to any Government-controlled facility or for any deliveries to the work site, regardless if access was scheduled or unscheduled.

(vi) Inspections and Searches. The Government reserves unqualified and unlimited right at any time to conduct security-related inspections or searches of work, material, equipment, personnel, and temporary facilities at the work site. The Contractor shall afford unrestricted access to work and allow surveillance and inspection by any Government personnel as authorized by the COR. The Government reserves the right to conduct searches of articles and personal effects of all Contractor personnel, both at point of entry and exit from the work site or Government facility. All Contractor personnel entering and leaving the work site may be required to pass through a Walk-Through-Metal-Detector device and/or other detection devices.

(vii) After Duty Hours. No Contractor personnel shall be permitted access to the work site after the Government's established working hours without prior authorization from the Government. All personnel seeking access to the site after the Government's established working hours may be required to sign in and out in a visitor's log that may be maintained by the on duty security personnel (if any).

(viii) Access Procedures at CAAs. In some instances, the Contractor may be required to erect temporary security barriers and doors to isolate a CAA, as instructed by the Government. The Contractor may be required to install locks and thereafter control access. The Contractor shall comply with the Government's requirement for limited and escorted access to a CAA. The Contractor shall notify the COR at least one day prior to each requested access to a CAA that is outside of the Government's established working hours.

(ix) Reported Violations. Where an indication, report, or observation of unauthorized access or performance of unauthorized work has occurred, the Government reserves the right to stop work and deny access until the circumstance and work can be investigated, inspected,

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tested, and resolved. The entire cost of such stoppages and resolutions shall be borne by Contractor, except when alleged violations of established security requirements, after investigation, are found not to be the fault of the Contractor.

(x) Briefings. Contractor personnel who will be assigned to this project, and who will have access to the work site, may be required to attend Government-conducted security briefings. The Government reserves the right to conduct security briefings for Contractor personnel and visitors at all levels of involvement in performance of work and maintenance of security. Required briefings may include, but are not limited to, the following: Information Security, Site Security Requirements and Procedures, Delivery Methods and Inspections, Storage Requirements, Reporting Requirements, Supervisory Procedures, Contractor Employee Conduct, Visitor Control, and Threats.

(xi) Key Control. Control of keys/access codes and lock combinations is essential for the Government's project security. The Contractor shall not allow keys or access codes to be duplicated or removed from the work site, nor allow lock combinations to be divulged without specific written advanced authorization from the COR. Such loss of control, observed or suspected, may result in a requirement to change locks involved at the Contractor's expense. At the direction of the COR, the Contractor shall provide duplicate keys and lock combinations to Government security personnel when requested for the purpose of security inspections and emergency actions, including keys/combinations/access codes needed for unrestricted access to every area and element of the project. The Contractor may be required to establish a key control program that is acceptable to the Government for Government-issued keys and for heavy machinery parked at the construction site (if this is a construction contract).

(xii) Vehicle Control. In general, parking of vehicles on the work site shall not be permitted, except for tractors, cranes, and similar equipment used directly in performance of work, for delivery of materials/supplies, and for removal of waste and surplus material. The Government may designate an approved contractor employee parking area. Upon entering the work site, vehicles and drivers may be subject to search and inspection. The Contractor shall obtain authorization from the COR to park the Contractor's official vehicles and motorized vehicular construction equipment that are required/desired to be parked on the work site. Vehicles in violation may be towed off the work site at the Contractor's expense. Where Government-designated employee parking is not available, parking of construction employees' automobiles and similar transportation vehicles may be excluded from the work site. It is the Contractor's responsibility to arrange for suitable accommodation for these vehicles.

(xiii) Prohibited/Restricted Items. Prohibited/restricted items and activities on the work site include but are not limited to the following: firearms and other weapons, except as specifically authorized by the COR; drugs, including narcotics, barbiturates, marijuana, alcoholic beverages, and similar substances, except for use with valid medical prescription; and explosives.

(xiv) Exceptions for Explosives. When needed for use in specifically limited amounts and controlled circumstances for construction work, explosives may be brought onsite with written prior authorization from the COR. As a hazardous material, the Contractor shall treat the use of explosives in accordance with regulations and guidance provided by Federal, State, and local authorities. The storage of explosives shall be in accordance with requirements of the Bureau of Alcohol, Tobacco, and Firearms or the State in which they are stored. If onsite storage of explosives is necessary, explosives shall be stored at a pre-designated, secure site approved

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by the COR. Prior to Government approval of storage, the Contractor shall develop and submit to the COR a complete storage/security/retrieval plan for approval. The storage/security plan can be included in a "Blasting Safety Plan." The plan shall make accommodations for surveillance, detection, and response. Explosives firing systems shall be stored off-site and under no circumstances shall be stored together with explosives.

(xv) Photography. The use of photographic equipment and taking of photographs shall only be allowed as authorized by the COR.

I.18 1452.215-902 KEY PERSONNEL AND FACILITIES NOVEMBER 1996

(a) The personnel as specified below are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer. However, the Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by the clause. The personnel as specified below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel as appropriate.

(b) Key Personnel and Facilities—

| Key Personnel Title | Name <i>(To be completed at time of award)</i> |
|------------------------|--|
| Project Manager | |
| Project Engineer | |
| General Superintendent | |
| Quality Manager | |
| Safety Manager | |

I.19 SAFETY DATA SUBMITTAL REQUIREMENTS NOVEMBER 1996

(a) Within 20 calendar days from the date it receives notice of award, the Contractor shall submit the following safety data to the Contracting Officer:

(1) The Contractor's current overall Experience Modification Rate (EMR) for Workers' Compensation Insurance applicable to the type of work to be performed under the contract (e.g., tunneling, concrete dams, canals) and to the State in which the work is to be performed. In any instance where the State establishes mandatory Workers' Compensation Insurance rates that are applicable to work to be performed under the contract within that State, those rates shall be submitted in lieu of the Contractor's current overall EMR;

(2) A copy of each Log and Summary of Occupational Injuries and Illnesses (Department of Labor Form OSHA-200), or its equivalent, completed by the Contractor during the 3 calendar years immediately preceding the calendar year in which it receives notice of award; and

(3) The Contractor's death and lost workday severity incidence rate for each of the 3 calendar years immediately preceding the calendar year in which it receives notice of award.

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(b) The Contractor shall report any change in its overall EMR for Workers' Compensation Insurance (or to the mandatory State Workers' Compensation Insurance rates, where applicable) to the Contracting Officer within 15 calendar days from the date it receives notice of such change from its insurance carrier or the State Workers' Compensation Fund.

(c) The Contractor shall complete a Department of Labor Form OSHA-200, or its equivalent, for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

(d) The Contractor shall calculate its death and lost workday severity incidence rate for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

I.20 1452.211-6 BRAND NAME OR EQUAL (DEVIATION) AUGUST 1999

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must–

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

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(e) The information for an “equal” product required by paragraphs (b) and (c) to be submitted in the bid may be furnished after contract award for:

| Spec Section | Spec Paragraph | Brand Name / Manufactured by | Proposed Equal | |
|--|----------------|--|--|--|
| 02226 | 2.01.C.1 | Volclay SPV 200 powdered sodium bentonite / American Colloid Company | | |
| 02344 | 3.05.B.2 | Vacuum Chamber Box / American Parts and Service Company | | |
| 03157 | 2.01.A | No. 667 PVC Retro-Fit Waterstop System / Greenstreak | | |
| 03309 | 2.06.B | Elastomeric sealant – Sikaflex 1A or 2C / Sika Corporation | | |
| 03362 | 2.01.A.2.b | Lithoplate liquid floor hardener / Protex Industries, Inc | | |
| | | Saniseal 50 chemical floor hardener / Martin Marietta Corporation | | |
| | | Lapidolith chemical floor hardener / Contech, Inc. | | |
| 05315 | 2.01.A | Metal Deck / Vulcraft | | |
| 05500 | 2.01.J.1 | Tread Grip steel safety steps for ladders / Morton Manufacturing Company | | |
| | | One Diamond ladder rungs / GS Metals | | |
| | | 1" square Mebac" Solid ladder rungs / IKG Industries | | |
| | 2.01.L.1 | Splice Lock Model No. 923 / Julius Blum Company | | |
| | | TFCO splice lock No. SL-1 / Thompson Fabrication Company | | |
| | | Splice locks / Tri Tech, Inc. | | |
| | 2.01.M.1 | Adhesive Anchors – All thread anchor rod, nut, washer and adhesive capsule / Hilti, Rawlplug Company, or Williams Form Engineering | | |
| | 2.01.N.1.a | Globe Strut No. G7612A / Globe Strut, United Gypsum Corp. | | |
| | | B-Line systems B12A / B-Line Systems Inc. | | |
| | | Unistrut P5501 / Unistrut Corp. | | |
| | 2.01.N.1.b | Globe Strut No. G2057 or G2068 / Globe Strut, United Gypsum Corp. | | |
| | | B-Line systems B532 or B568 / B-Line Systems Inc. | | |
| | | Unistrut P1726 or 1950 / Unistrut Corp. | | |
| | 05518 | 3.01.E | Radio Frequency Skin-effect instrument / Gas Electronics model 601 | |
| | 05612 | 2.01.C.1 | Epoxy/Adhesive Anchors - All thread anchor rod, nut, washer and HVA adhesive anchor system / Hilti | |
| HS-200 or WIL-Bond 200 Epoxy Paste Anchor System / Williams Form Engineering | | | | |
| 07430 | 2.01.A | Metl-Span III CFR Metal Roof System / Metl-Span Corporation | | |
| | 2.02.A | Metl-Span Tuff-Wall Panel System / Metl-Span Corporation | | |
| 07612 | 2.01.A | PAC-850 Soffit Panel System / Petersen Aluminum Corporation | | |
| 07920 | 2.01.A | Sikaflex 2c NS EZ / Sika Corp | | |
| | | Sonolastic NPZ / BASF Chemical Corp | | |
| | | Dynatrol / Pecora Corp | | |
| 08115 | 2.01.A | DR Door Frame Assembly UI Level 2 / Chicago Bulletproof Systems | | |
| 08710 | 2.03.A | Vale 440 Heavy Duty / Yale Commercial Locks and Hardware | | |

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| Spec Section | Spec Paragraph | Brand Name / Manufactured by | Proposed Equal |
|--|----------------|---|----------------|
| | 2.06.A | 216 DV Door Shoe / Pemko Manufacturing Company | |
| | 2.07.A | S88D Silicon Seal / Pemko Manufacturing Company | |
| | 2.07.B | 271 Saddle Threshold / Pemko Manufacturing Company | |
| 09902 | Tab No. 04 | Scotchkote / 3M Company | |
| | 3.11 | Amerlock 400 or Amerlock 400/2 / Ameron International | |
| | | Amershield VOC / Ameron International | |
| | | Carboguard 691 / Carboline | |
| | | Carbothane 134 VOC / Carboline | |
| | | Powercrete J / Covalence Corrosion Protection Group | |
| | | Dura-Plate UHS Epoxy Primer / Sherwin-Williams | |
| | | Dura-Plate UHS Epoxy intermediate & top coat / Sherwin-Williams | |
| | | Plasite 4500 S / Carboline | |
| | | Amercoat 78HB / Ameron International | |
| | | Bitumastic 300M Carboline | |
| | | Targuard / Sherwin-Williams | |
| | | Hi-Build Tnemec-Tar Series 46H-413 / Tnemec Company | |
| | | Corropipe II Omni / Madison Chemical Industries | |
| GP II (E) Touch-Up / Madison Chemical Industries | | | |
| 09980 | 3.08 | Amerlock 400 or Amerlock 2 / Ameron International Amershield VOC / Ameron International | |
| 11851 | 2.01.D | TUFFBOY T1818-PT / Worthington Products | |
| 13110 | 2.03.A | Center connected graphite anodes / Farwest Corrosion Control Company | |
| | 2.06.A | Test Station: Big Fink / Cott Manufacturing Company | |
| | 2.07.A | Exothermic metallurgical bond system / ThermOweld | |
| | 2.08.A | Dielectric material: Royston Handy Cap / Royston Laboratories, Inc. | |
| 13111 | 2.03.A | Galvanic anodes: Bare 2-1/2 dia. Extruded high potential magnesium rod anodes / Farwest Corrosion Control Company | |
| | 2.05.A | Test Station: Big Fink / Cott Manufacturing Company | |
| | 2.06.A | Exothermic metallurgical bond system / ThermOweld | |
| 13112 | 2.02.A | Air-cooled, solid state, potential controlled rectifier / Universal Rectifiers, Inc. | |
| | 2.05.A | Impressed current anodes: mixed metal oxide coated titanium or columbium strips / Ceranode Technologies International | |
| | 2.07.A | Test Station: Big Fink / Cott Manufacturing Company | |
| | 2.08.A | Exothermic metallurgical bond system / ThermOweld | |
| | 2.09.A | Dielectric material: Royston Handy Cap / Royston Laboratories, Inc. | |
| 13113 | 2.03.A | Potential controlled rectifier with a rated | |

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| Spec Section | Spec Paragraph | Brand Name / Manufactured by | Proposed Equal |
|--------------|----------------|---|----------------|
| | | output of at least 5V – 3A / Universal Rectifiers, Inc. | |
| | 2.04.A | Impressed current anodes: high silicon cast iron tubular anodes as the Anotec anode type 2284 / Farwest Corrosion Control Company | |
| | 2.06.A | Exothermic metallurgical bond system / ThermOweld | |
| 13425 | 2.02.A | Arggonaut SL 1500 Side-Looking Doppler Current Meter / SonTek/YSI | |
| 13455 | 2.01.A.1 | TSX 37 10 PLC System / Modicon/Schneider Electric, North American Division | |
| | 2.01.D.1 | Model MDS 9810 Radio / Microwave Data Systems, Inc. | |
| | 2.01.E.1 | Model 97-3194A16 antenna / Microwave Data Systems, Inc. | |
| | 2.02.A | Siphon Outlet Monitoring System: OutPAK-R900 Solar-powered RTU System / Geomation | |
| | 2.02.A.5.a | Model MDS 9810 Radio / Microwave Data Systems, Inc. | |
| | 2.03.A | Reservoir & Forebay/Afterbay Monitoring System: OutPAK-R900 Solar-powered RTU System / Geomation | |
| | 2.03.a.5.a | Model MDS 9810 Radio / Microwave Data Systems, Inc. | |
| 15701 | 1.03.A.4.b | Trane Model PTEE 090 / The Trane Company | |
| 15830 | 2.01.A | Fan Unit: Greenheck Model SE1-12-436-G horizontal direct discharge, propeller, sidewall exhaust fan / Greenheck | |
| 16130 | 2.07.A | Cast Junction Box: Type YT sidewalk box / O-Z/Gedney | |
| | 2.08.A | Cast Device Box: Type FD box / Cooper-Crouse-Hinds | |
| | 2.09.A | Myers hub catalog series ST-, STA- & SSTG / Cooper-Crouse-Hinds; catalog series HUB- & HUBG- / Appleton; catalog series CHM- & CHMG- / O-Z/Gedney | |
| | 2.12.A | Foam Sealant: Hydra-Seal S-60 WTF / Arcco Corporation; Polywater Duct Sealant / American Polywater Corporation | |
| 16140 | 2.04.B.1 | Weatherproof Light Switch Cover plate: Catalog No. DS 185 / Crouse-Hinds; Catalog No. WCT1 / Appleton; Red Dot catalog No. CCT / Thomas & Betts | |
| | 2.04.B.2 | Weatherproof GFCI Cover plate Red Dot catalog No. CKMGV / Thomas & Betts | |
| 16510 | 2.02.A | Type AA Luminaire: CC-G-4-X-S-WG-S-K42-MK-1-1 / Holophane | |
| 16520 | 2.02.A | Type B Luminaire: WL2K-10DMH-12-BK-F1-WLKPR12-LAMP / Holophane | |
| | 2.03.A | Type C Luminaire: AS2-250M-SR4W-RPA-SCWA-SF, PER-DNA-LPI / Lithonia Lighting | |

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 APPLICABILITY OF DOCUMENTS

NOVEMBER 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 LIST OF CONTRACT DOCUMENTS

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| Attachment No. | Title | No. of Pages |
|----------------|--|--------------|
| 1 | Specifications & all Appendices | |
| 2 | Davis Bacon Wage Rate CA20070002, Modification No. 7, dated April 11, 2008 | 19 |
| 3 | Drawings | |
| 4 | Past Performance Questionnaire | 2 |
| 5 | Small Business Subcontracting Plan Format | 8 |
| | | |

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JANUARY 2006

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990 – Other Heavy and Civil Engineering Construction.

(2) The small business size standard is \$31 million.

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date | Change |
|--------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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K.2 1452.225-70 USE OF FOREIGN CONSTRUCTION MATERIALS JULY 1996

(a) The Government has determined that the Buy American Act is not applicable to the following construction materials because they are not mined, produced, or manufactured in the U.S. in sufficient quantities of a satisfactory quality:

| | | |
|---|--|--|
| Acetylene, black | Emetine, bulk | Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars |
| Agar, bulk | Ergot, crude | Pyrethrum flowers |
| Anise | Erythryl tetranitrate | Quartz crystals |
| Antimony, as metal or oxide | Fair linen, altar | Quebracho |
| Asbestos, amosite, chrysotile, and crocidolite | Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal | Quinidine |
| Bananas | Goat and kidskins | Quinine |
| Bauxite | Graphite, natural, crystalline, crucible grade | Rabbit fur felt |
| Beef, corned, canned | Hand file sets (Swiss pattern) | Radium salts, source and special nuclear materials |
| Beef extract | Handsewing needles | Rosettes |
| Bephenium hydroxynapthoate | Hemp yarn | Rubber, crude and latex |
| Bismuth | Hog bristles for brushes | Rutile |
| Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available | Hyoscine, bulk | Santonin, crude |
| Brazil nuts, unroasted | Ipecac, root | Secretin |
| Cadmium, ores and flue dust | Iodine, crude | Shellac |
| Calcium cyanamide | Kaurigum | Silk, raw and unmanufactured |
| Capers | Lac | Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available |
| Cashew nuts | Leather, sheepskin, hair type | Spices and herbs, in bulk |
| Castor beans and castor oil | Lavender oil | Sugars, raw |
| Chalk, English | Manganese | Swords and scabbards |
| Chestnuts | Menthol, natural bulk | Talc, block, steatite |
| Chicle | Mica | Tantalum |
| Chrome ore or chromite | 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) | Tapioca flour and cassava |
| Cinchona bark | Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts | Tartar, crude; tartaric acid and cream of tartar in bulk |
| Cobalt, in cathodes, rondelles, or other primary ore and metal forms | Nitroguanidine (also known as picrite) | Tea in bulk |
| Cocoa beans | Nux vomica, crude | Thread, metallic (gold) |
| Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form | Oiticica oil | Thyme oil |
| Coffee, raw or green bean | Olive oil | Tin in bars, blocks, and pigs |
| Colchicine alkaloid, raw | Olives (green), pitted or unpitted, or stuffed, in bulk | Tripolidine hydrochloride |
| Copra | Opium, crude | Tungsten |
| Cork, wood or bark and waste | Oranges, mandarin, canned | Vanilla beans |
| Cover glass, microscope slide | Petroleum, crude oil, unfinished oils, and finished products | Venom, cobra |
| Crane rail (85-pound per foot) | Pine needle oil | Wax, carnauba |
| Cryolite, natural | | Wire glass |
| Dammar gum | | Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak |
| Diamonds, industrial, stones and abrasives | | 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

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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.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 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 provision may be accessed electronically at the following addresses:

Federal Acquisition Regulations (FAR) provisions - <http://www.arnet.gov/far>;
Department of the Interior Acquisition Regulations (DIAR) provisions –
<http://www.ios.doi.gov/pam/aindex.html>; and
Reclamation Acquisition Regulations (RAR) provisions –
<http://www.usbr.gov/mso/aamd/regulations.html>

In addition, the provisions can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.;
DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70; and
RAR - by the number prefix 1452 and number suffix of -80, e.g. 1452.201-80.

The following provisions are hereby incorporated into and made a part of this solicitation. Failure to comply with these provisions may result in the offer being determined non-acceptable.

| Clause | Title | Date |
|---------------|--|--------------|
| 52.215-01 | Instructions to Offerors--Competitive Acquisition | January 2004 |
| 52.236-28 | Preparation of Proposals--Construction | October 1997 |
| 1452.211-80 | Notice of Intent to Acquire Metric Products and Services | March 1993 |
| 1452.215-80 | Source Evaluation and Selection Procedures | May 2005 |
| 1452.233-82 | Notice of Proposed Partnering | May 1994 |

L.2 52.211-01 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUGUST 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

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Telephone (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 52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTION LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) JANUARY 2006

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by –

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

L.4 52.215-20 ALT IV REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV OCTOBER 1997

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: See the Price Proposal Instructions provision included in this section for pricing information to be provided under this solicitation.

L.5 52.216-01 TYPE OF CONTRACT APRIL 1984

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

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L.6 52.222-05 DAVIS-BACON ACT -- SECONDARY SITE OF WORK JULY 2005

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222- 6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

L.7 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION FEBRUARY 1999

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for Minority Participation for Each Trade | Goals for Female Participation for Each Trade |
|---|---|
| 16.2% | 6.9% (all counties) |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order

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11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is in El Centro, Imperial County, California.

L.8 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT -
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS JANUARY 2005

(a) Definitions. "Construction material," "designated country 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-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act 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 FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act 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, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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.

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(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country 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.9 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - FEBRUARY 1995
 ALT I ALTERNATE I

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—**Tuesday, May 12, 2008**

(c) Participants will meet at the Bureau of Reclamation's Yuma Area Office at 7301 Calle Agua Salada, Yuma, Arizona 85364-9763. Travel to the actual work site will commence from the Yuma Area Office as a group.

(d) Offerors interested in attending the site visit shall contact Marge Schafer at 702-293-8394.

L.10 52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS APRIL 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 the 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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L.11 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION APRIL 1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full

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consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

L.12 1452.233-02 SERVICE OF PROTEST (SEPT 2006) DEVIATION AUGUST 1996

(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 Government General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Beverly K. Nelson, Contracting Officer (LC-3110)
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.13 1452.215-81 GENERAL PROPOSAL INSTRUCTIONS (JAN 1998) – ALTERNATE II DECEMBER 2001

In addition to the requirements of the Instructions to Offerors - Competitive Acquisitions provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) General contents. Each proposal shall:

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- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of three (3) [Insert other number, if appropriate] physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

| Volume | Title | Copies Required |
|--------|--|-----------------|
| I | Representations, Certifications, and Other Statements of Offerors. | 3 |
| II | Technical Proposal | 8 |
| III | Pricing Proposal | 3 |

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

(d) Representations, certifications, and other offeror statements (Volume I). Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

- (1) A fully executed Solicitation, Offer, and Award form required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I;
- (2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;
- (3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;
- (4) Make or Buy Program (if applicable); any waivers of any solicitation provisions or contract clauses; and
- (5) A summary of any exemptions from, or deviations to, any other solicitation requirements.
- (7) Offerors must provide the following information in sufficient detail to allow proper evaluation and rating of the Small Business evaluation factor of this solicitation. If firm commitments to subcontract exist, list the subcontractors by name. Otherwise, list the type of services to be subcontracted.

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a. Participation of small business in the performance of this project:

1. For Large Business Offerors –

(A) Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

(B) Submit with your proposal a subcontracting plan for this project. Use the format provided at Attachment ___.

2. For Small Business Offerors –

(A) Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.

(B) State the extent of work you plan to subcontract to large business, small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business (HUBZone), and service-disabled veteran-owned small business (SDVOSB). Use the format provided at Attachment ___.

3. For Joint Ventures – Teaming Arrangements –

(A) If you are submitting an offer as a joint venture or a teaming arrangement, identify, for each member of your joint venture or team, whether the member is a large business, SB, SDB, WOSB, HUBZone, or SDVOSB; and the dollar value of the work to be performed by each member of your joint venture or team.

(B) The Government will evaluate your joint venture or team as either a large business or small business based upon the information provided in subparagraph (i) directly above.

b. Past performance in utilizing SB, SDB, WOSB, HUBZone, and SDVOSB in previous contracts:

1. For Large Business Offerors –

(A) Provide information on any awards you received within the past three years for outstanding support to SB, SDB, WOSB, HUBZone, and SDVOSB.

(B) Provide final SF 294s, Subcontracting Report for Individual Contracts, on your three most recently completed contracts, or any other documentation showing compliance with the utilization of SB, SDB, WOSB, HUBZone, and SDVOSB requirements of those contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, SB, SDB, WOSB, HUBZone, and SDVOSB for each.

(C) Provide performance evaluation ratings obtained on implementation of subcontracting plans for three recently completed contracts.

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2. For Small Business Offerors –

(A) Provide information on any awards you received within the past three years for outstanding support to SB, SDB, WOSB, HUBZone, and SDVOSB.

(B) Provide a list of your three most recently completed contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, SB, SDB, WOSB, HUBZone, and SDVOSB firms.

(e) Technical Proposal (Volume II) -- See Technical Proposal Instructions -- Bureau of Reclamation provision of the solicitation, Part IV, Section L].

(f) Pricing Proposal (Volume III). See the Pricing Proposal Instructions -- Bureau of Reclamation provision of the solicitation, Part IV, Section L. Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

L.14 1452.215-82 TECHNICAL PROPOSAL INSTRUCTIONS

APRIL 2001

(a) General. The technical proposal shall be identified as Volume II of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. It should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines. It should be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

(1) Table of contents. The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;

(3) Enclosures. The enclosures shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;

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(4) Executive summary. The Executive Summary shall include a brief discussion of how the required work will be performed and important highlights of the proposal.

(d) Technical Evaluation factors. The following information should be provided in your proposal to address each evaluation criteria:

(1) Factor 1 - Technical Approach –

a. Narrative description of the overall work plan, coordinated construction schedule, means and methods for executing work; means and methods of quality control; a site use plan including access, staging, and material and equipment storage; resource descriptions addressing the principal components of the scope of work; and un-priced cost data. Repeating the work statement without elaborating on the specific tasks to be performed is unacceptable.

b. The coordinated construction schedule shall include but not necessarily be limited to the following requirements:

1. The Critical Path Method (CPM) of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations to determine when activities can be performed and the critical path of the project.

2. Work breakdown structure and networking logic. Provide sufficient detail so as to indicate the sequencing of the principal components of work and other activities.

3. A bar chart indicating durations, start and finish dates of the principal components of the work, and other milestones.

4. Time for principal submittals and associated Government approvals.

5. Indicate the planned sequence as it relates to the requirements contained in Section F (Commencement and Prosecution of the Work) and use an assumed and purely hypothetical notice to proceed date of September 15, 2008.

6. Furnish database files in format compatible with Primavera Project Planner Version 3.0 or higher on CD-ROM disc.

c. The resources description shall take the format of a written or tabular supplement to the coordinated construction schedule and shall include but not necessarily be limited to the following requirements:

1. All principal components of work and major activities.

2. A direct correlation to the coordinated construction schedule.

3. Assumed production rates, equipment types, capacities, shifts, crew sizes, and quantity of crews.

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4. Details of available resources to handle unforeseen problems and delays in order to maintain the schedule and completion dates.

5. Consider Project restrictions, limitations, and key dates as related to construction durations and activities.

d. To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposals. However, the technical proposals shall include:

1. A breakdown of un-priced labor-hour estimates for each labor category proposed to accomplish each task or phase of the work and the basis for each estimate.

2. Identification of the types and quantities of the proposed materials and equipment necessary to perform the work.

3. The offeror shall furnish the above requested breakdown in a paper copy Excel version Microsoft Office 2003 or 2007 spreadsheet format.

e. In addition to the above information, provide detailed and comprehensive work plans specifically and clearly addressing the following features:

1. Interstate-8 Detour Construction, Maintenance, and Restoration
2. Siphon and Interstate-8 Highway Crossing Phase Construction
3. Coachella Canal Turnout Sequenced Structure Modification and Canal Bypass
4. Reservoir Geomembrane Lining Installation with earth and Soil Cement Protection
5. Canal Earthwork and Lining Construction
6. Project Earthwork Management

Comprehensive work plans shall include a clear description of the operational sequence, means and methods, resources, graphical information including sketches and drawings, and specification requirements.

(2) Factor 2 – Past Performance - The Offeror shall provide past performance evidence of cost control, schedule control, scope control, and quality control on at least five (5) projects completed within the last 3 years in performing projects similar to the complexity and magnitude of the work required under this solicitation/contract. The offeror must have performed at least 50 percent of the work with its own forces. Experience/past performance gained as a joint venture shall be included only if the company performed at least 50 of the work related to the Major Feature of Work Experience (MFWE). If the company has not done business under its present organizational name and status for the last 3 years, other corporate experience brought to it by principals or through mergers or similar corporate creations may be included.

Evidence shall be provided specifically for projects where the following construction work tasks were performed:

- a. Interstate Highway Work Including Detours and Crossings;
- b. Structural Concrete including Mechanical and Electrical Installations;
- c. Water Conveyance Diversion Structures

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- d. Large Steel Diameter Pipe
- e. Canal Construction, Including Concrete Lining;
- f. Earthwork Management, Including Dewatering;
- g. Soil Cement (plating and stair step methods of placement);
- h. Geomembrane Installation; and
- i. Public Relations

The offeror shall submit the past performance questionnaires to their references and have the references complete and return the questionnaires via fax to: (702) 293-8499, or email to: Marge Schafer at mschafer@lc.usbr.gov. The Contractor shall assure that at least three past performance questionnaires are submitted by references prior to the proposal due date.

The Offeror shall specifically identify any past performance attributed to prospective specific employees or subcontractors.

Failure to submit at least three Past Performance Questionnaires within the requested timeframe may result in the inability of the government to rate the Offeror's past performance and may affect the overall rating of the Offeror's proposal. It is the Offeror's responsibility to ensure that references respond within the required timeframe.

Additionally, the offeror shall provide a list of all work performed that is similar in scope, complexity, and magnitude to this requirement. The data in the list shall be presented in tabular form and include the following information:

- a. Name and location of the project.
- b. Description of the work.
- c. Contract number, date and type.
- d. Name and address of the acquiring Government agency or commercial customer.
- e. Original contract amount and final contract amount.
- f. Original and actual completion times and dates, including explanations of any time extensions granted.
- g. Any problems encountered in performance of the work and corrective action(s) taken.
- h. Name(s) of agency or owner responsible representative(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

The Government may also use past performance information obtained from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

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The lack of relevant past performance will result in a neutral rating (i.e. not rated favorably or unfavorably) only if offerors affirmatively state in their proposal that it possesses no relevant, directly related, or similar past performance and an explanation as to why past performance information is not available. Offerors who do not include either past performance information with their proposal or a statement of no relevant past performance, will not be eligible to receive the neutral rating.

(3) Factor 3 – Safety - The offeror shall provide the following documents to support their understanding of the hazards for the work involved and anticipation of potential unsafe or unhealthful work conditions on the project:

- a. List proposed activities that would warrant a site-specific job hazard analysis (JHA);
- b. Offeror's and each major subcontractor's experience modification rate (EMR) for the past 3 years (The offeror's workers compensation insurance provider or State compensation office shall certify the EMR in writing.);
- c. Offeror's and each major subcontractor's OSHA injury/illness incident rates (IR) and lost time incident rates (LTIR) for work accomplished in the past 3 years.
- d. Offeror's and each major subcontractor's OSHA Form 300A, Summary of Work-Related Injuries and Illnesses for work accomplished in the past 3 years.
- e. Offeror's and each major subcontractor's inspection results from any OSHA or MSHA safety inspections for work accomplished in the past 3 years.
- f. Offeror's and each major subcontractor's safety violations for work accomplished in the past 3 years.
- g. Offeror's and each major subcontractor's safety awards for work accomplished in the past 3 years.
- h. Offeror's past performance with respect to safety shall be presented in tabular form and shall include:
 1. Name and location of the project.
 2. Description of the work.
 3. Contract number, date and type.
 4. Name and address of the acquiring Government agency or commercial customer.
 5. Original contract amount and final contract amount.
 7. Any problems encountered in performance of the work and corrective action(s) taken.

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8. Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

(4) Factor 4 – Key Personnel - Offerors shall provide the following information on the key personnel identified as Project Manager, Project Engineer, General Superintendent, Safety Manager, Quality Manager, including alternates for this project to demonstrate the proposed and alternate key personnel have the experience, knowledge, skills and abilities commensurate with the scope and magnitude of the work presented in this solicitation within the past 5 years:

a. A complete and detailed resume addressing the experience of the proposed personnel. This information shall include relevant depth and breadth of experience and training, including the following:

1. Name;
2. Educational background including specialized training; and
3. Qualifying experience detailing the following:
 - i. Project names, locations and dates of assignments.
 - ii. Descriptions of primary project features.
 - iii. Name, address, and telephone number of an employer or a customer familiar with the duties and the performance on each cited project.
 - iv. Positions occupied on each assignment, and the time assigned to each position, including the current position.
 - v. Description of duties and responsibilities or each position occupied.

b. A statement of assurance that the proposed personnel will be available for the work under this contract, and a list of alternative personnel sources to be utilized in the event proposed personnel are not available as planned.

(d) Cost/Price Information. To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

L.15 1452.215-83 PRICING PROPOSAL INSTRUCTIONS (JAN (JULY 1997)
ALT I 1998) ALTERNATE I

(a) General. The pricing proposal shall be identified as Volume III of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approaches proposed in the technical proposal (Volume II). Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

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(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3 contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) Table of contents. The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;

(3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarizes the data or information contained or referenced in the pricing proposal.

(4) Pricing proposal breakdown. The offeror shall submit Section B of the contract Schedule (Part I of this solicitation) with its proposed total prices/costs for each contract line item and proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted.

Offerors shall also provide the same cost information requested in the Technical Proposal Instructions (a line-item by line-item breakdown of all labor, materials and equipment, G&A, profit and bonding), but with associating cost/pricing information. The offeror shall furnish the above requested breakdown in a paper copy Excel version Microsoft Office 2003 or 2007 spreadsheet format and also on a readable CD/DVD disk. All cost and pricing data shall be readable.

(d) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(e) Page Numbering. All pages in the cost proposal should be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(f) Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

(g) Alternate Proposals. If submission of alternate technical proposals is permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, the offeror

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shall submit a separate, detached pricing proposal conforming to the requirements of this provision for each alternate submitted. The alternate pricing proposal(s) shall be clearly labeled and identified.

(h) Electronic Information. The offeror shall submit a readable CD/DVD disk in a Microsoft Office 2003 or 2007 version. The data submitted shall comply with the restrictive legend requirements of paragraph (b) of this provision.

L.16 1452.236-85 INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK SCHEDULE LINE ITEM 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 bid 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.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 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 provision may be accessed electronically at the following addresses:

Federal Acquisition Regulations (FAR) provisions - <http://www.arnet.gov/far>;
 Department of the Interior Acquisition Regulations (DIAR) provisions –
<http://www.ios.doi.gov/pam/aindex.html>; and
 Reclamation Acquisition Regulations (RAR) provisions –
<http://www.usbr.gov/mso/aamd/regulations.html>

In addition, the provisions can be identified as follows:

FAR - by the number prefix 52, e.g. 52.252-01, etc.;
 DIAR - by the number prefix 1452 and number suffix of -70, e.g. 1452.204-70; and
 RAR - by the number prefix 1452 and number suffix of -80, e.g. 1452.201-80.

The following provisions are hereby incorporated into and made a part of this solicitation. Failure to comply with these provisions may result in the offer being determined non-acceptable.

| Clause | Title | Date |
|-------------|---|----------|
| 1452.225-82 | Notice of Trade Agreements Act Evaluations-- Bureau of Reclamation | May 2005 |

M.2 1452.215-85 EVALUATION FACTORS FOR AWARD QUALITY MAY 2005
 ALT I PREDOMINANCE--BOR--ALTERNATE I

(a) Award will be made to the responsible offeror submitting a proposal, which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

(b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest cost/price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price. The Contracting Officer also reserves the right to make award to a lower-cost/price, lower-scored offeror if it is determined that the

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cost/price premium involved in awarding to a higher-rated, higher-cost/price offeror is not justified. Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.

(c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs or prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

(d) The following factors and significant subfactors (if listed), will be considered in evaluating proposals and making the source selection:

(1) Technical Approach -- Offerors shall demonstrate a complete and thorough understanding of all features of work required under this solicitation/contract and shall demonstrate the requisite comprehensive and detailed knowledge to successfully construct such features.

(2) Past Performance -- Offerors shall demonstrate satisfactory past performance in performing work similar to the type, magnitude and complexity of the work required under this solicitation/contract particularly in the construction or performance of:

- a. Interstate Highway Work Including Detours and Crossings;
- b. Structural Concrete including Mechanical and Electrical Installations;
- c. Water Conveyance Diversion Structures
- d. Large Steel Diameter Pipe
- e. Canal Construction, Including Concrete Lining;
- f. Earthwork Management, Including Dewatering;
- g. Soil Cement (plating and stair step methods of placement);
- h. Geomembrane Installation; and
- i. Public Relations

(3) Safety – Offerors shall demonstrate their ability to perform the work under this solicitation/contract in a safe manner and in compliance with Reclamation Safety and Health Standards.

(4) Key Personnel – Offerors shall demonstrate the satisfactory availability, capability, knowledge and expertise in its proposed key personnel.

(5) Small Business Subcontracting Plan/Commitment to Utilization of Small Businesses – Offerors shall demonstrate a satisfactory commitment to utilize small business concerns to the maximum extent possible in subcontracting opportunities.

a. The contracting officer has determined the following minimum subcontracting goals (percentages of total planned subcontracting dollars) for this solicitation):

- (1) SB – 40%.
- (2) SDB - 10%
- (3) WOSB – 5%
- (4) HUBZone -5%
- (5) SDVOSB - 5%

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(6) Price -- The offeror's price shall demonstrate a thorough understanding of work required to be performed under this contract solicitation and indicate a reasonable and cost-efficient means of accomplishing the work.

(e) The relative importance of the technical factors listed in paragraph (d) of this provision is as follows:

- (1) Factor 1 is the most important factor listed;
- (2) Factor 2 is considerably less important than Factor 1; slightly more important than Factor 3; and considerably more important than Factor 4 or Factor 5;
- (3) Factor 3 is considerably less important than Factor 1; slightly less important than Factor 2; and considerably more important than Factor 4 or Factor 5;
- (4) Factor 4 is considerably less important than Factors 1, Factor 2, or Factor 3; and slightly more important than Factor 5.
- (5) Factor 5 is considerably less important than Factors 1, Factor 2, or Factor 3; and slightly less important than Factor 4.