

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION**Letter Contract No.:** R16PC00026**Project Name:** Parker Dam Domestic Water Line – Emergency Repairs

In accordance with FAR 6.302, the proposed contractual action is pursuant to the statutory authority of 41 U.S.C. 253(c)(2).

1. Agency and Contracting Activity.

US Department of the Interior, Bureau of Reclamation, Lower Colorado Region

2. Nature/Description of Action.

A leaking 8-inch-diameter domestic water line under Parker Dam Road near Parker Dam urgently requires repair, because complete failure of the water line may be imminent and the consequences of failure would be disastrous. The line must be repaired as soon as possible before it fails completely. Failure of this main water line will interrupt water service to all the downstream facilities and will also damage State highway 95 Spur causing closure of the highway, resulting in extensive and expensive repairs. The line that is leaking is the main 8 inch line that feeds all of the downstream water customers. This includes the Sheriff Sub-Station, the US Post Office, the BCOO facility, and Reclamation's Machine Shop and Warehouse. Due to the unusual and compelling urgency of the repairs to the water line, a sole source contract is required for Parker Dam Domestic Water Line - Emergency Repairs. A time and materials-type (T&M) contract will be awarded. FY 2016 maintenance funds will be utilized under XXXR0680U4 RP.03516P02.5450WLR.

3. Description of Supplies/Services.

On December 24, 2015, Parker Dam personnel observed water emerging on the surface of Parker Dam Road on the California side of the Dam. It was determined that the water is likely from an 8-inch-diameter asbestos-cement water pipe that runs down the center of the road in this location. The Government requires the services of a contractor to locate the leak and perform emergency repairs. In part, the statement of work requires the contractor to perform the following:

1. Locate the leak by open-trench excavation including cutting the asphalt and removing the existing fill down to the existing pipe, beginning at the location where water is surfacing, and working upstream until the leak is located.

2. Repair if practicable or remove and properly dispose of existing asbestos-cement pipe section that has the leak or is damaged or possibly damaged.

3. If the leaking pipe section cannot be repaired in place, then the contractor shall replace with new PVC pipe the damaged pipe sections from the nearest non-damaged

asbestos-cement pipe section upstream of the leak to the nearest non-damaged asbestos-cement pipe section downstream of the leak. This work includes all joints required, and all the new PVC pipe sections and connections must conform to pressure class 150.

4. New PVC pipe shall be installed and the trench backfilled to meet both State and local potable water line installation requirements and Caltrans sub-grade requirements.

6. Asphalt patch over trench to existing roadway grade shall conform to all applicable Caltrans asphalt patch requirements.

7. All required tests and inspections, including geotechnical testing for both the compaction of the subgrade and the asphalt shall be performed by the contractor.

8. Pressure testing, flushing and chlorination of the new pipe shall conform to all applicable State and local potable water requirements.

9. The contractor shall re-stripe the roadway after installation of the asphalt patch is completed. Re-striping shall conform to Caltrans striping standards.

Engineering Services Office, Manager Parker Dam, and the Contracting Officer agree that this work is urgent and compelling, and that a Time and Materials contract is appropriate because it is not possible to accurately estimate the cost of the work with any degree of confidence due to unknown conditions and the unknown nature and extent of required repair or replacement work. Based upon the Government's initial site assessment, the estimated cost is \$225,000.00.

4. Statutory Authority Permitting Other than Full and Open Competition.

	Authority	FAR Coverage	Application
<input type="checkbox"/>	41 U.S.C. 253(c)(1)	FAR 6.302-1	Only one responsible source and no other supplies or services will satisfy agency requirements
<input checked="" type="checkbox"/>	41 U.S.C. 253(c)(2)	FAR 6.302-2	Unusual and compelling urgency
<input type="checkbox"/>	41 U.S.C. 253(c)(3)	FAR 6.302-3	Industrial mobilization; engineering, developmental or research capability; or expert services
<input type="checkbox"/>	41 U.S.C. 253(c)(4)	FAR 6.302-4	International Agreement
<input type="checkbox"/>	41 U.S.C. 253(c)(5)	FAR 6.302-5	Authorized or required by statute
<input type="checkbox"/>	41 U.S.C. 253(c)(6)	FAR 6.302-6	National Security
<input type="checkbox"/>	41 U.S.C. 253(c)(7)	FAR 6.302-7	Public Interest

5. Demonstration of Contractor's Unique Qualifications.

The proposed sole source contractor is: Rock Gap Construction, 1921 S. Alma School Road, Suite 212, Mesa AZ 85210. This contractor has suitable civil and utility construction capabilities and has available staff and resources to complete this requirement and immediately begin work.

6. Description of efforts made to maximize competition.

Solicitation of offers is not feasible. The need to complete the repairs to the leaking domestic water pipeline is urgent and compelling, as described above. A sole-source Time and Materials contract is appropriate because it is not possible to accurately estimate the cost of the work with any degree of confidence due to unknown conditions and the unknown nature and extent of required repair or replacement work.

The proposed contract action will not be published as required by FAR 5.201; the exemption is FAR 5.202(a)(2). The Justification for Other Than Full and Open Competition will be published at www.fedbizopps.gov as required by FAR 6.305.

7. Determination of Fair and Reasonable Cost.

The proposed contractor visited the site at his own expense and prepared a cost estimate (not a price proposal or an offer) based on a set of assumptions, including the estimated number of days it might take to remove and replace 100 linear feet of failed or damaged pipe, with working hours limited to nighttime hours from 11 pm to 5 am. The contractor estimated that it could take approximately eleven days to complete the repair work.

The Engineering Services Office and the Contracting Office reviewed the estimate, discussed it with the proposed contractor, and the contractor subsequently revised and resubmitted the estimate based on the Government's comments and the Statement of Work, which had not previously been available to the contractor. The revised cost estimate was in the amount of \$216,371.83. The Government's review indicates that the contractor's direct labor rates, burden rate, equipment rates, material prices, and indirect cost rates are fair and reasonable under the circumstances. Based upon the Government's initial site assessment, the estimated cost could be around \$225,000.00 if extensive repairs are required. Based on discussions with the Engineering Services Office, it was determined that the letter contract would be written with a cost ceiling of \$150,000.00. This amount was considered sufficient for the contractor to be able to mobilize to the job site and perform exploratory excavation to determine the leak location and to perform repairs to the waterline. The contractor will be required to obtain written authorization from the Contracting Officer for any increase to this ceiling price in accordance with FAR Clause 52.216-24, Limitation of Government Liability.

Because it is not possible to accurately estimate the cost of the work with any degree of confidence due to unknown conditions and the unknown nature and extent of required repair or replacement work, the contractor will be required to track, document, report and support the actual costs of the work after the work is completed. A cost analysis will be performed to evaluate the contractor's proposed prices.

8. Description of Market Research Conducted.

Due to the unusual and compelling urgency of this requirement, sole source contract is required. Limited market research was conducted. Research was conducted to determine whether there were existing IDIQ contracts available in order to compete this requirement. Based on a review

of the Reclamation-Wide Indefinite Quantity Indefinite Delivery (IDIQ) contracts, there were no active IDIQ contracts. The Interagency Contract Directory was also checked and there were no available IDIQ contracts for pipeline repairs. On or about January 4, 2016, ESO personnel contacted Rock Gap Construction which has an office in Mesa, Arizona. This contractor has suitable civil and utility construction capabilities and has available staff and resources to complete this requirement on an emergency basis.

9. Any Other Supporting Facts.

The failure of the existing domestic water line was not anticipated. The underground 8-inch-diameter asbestos-cement domestic water pipeline under Parker Dam Road on California side of dam has been leaking continuously since at least December 24, 2015. The total failure of the water line may be imminent. The exact location and source of leakage are unknown. The extent of damage to the existing pipeline and adjacent roadway sections are unknown. The probability of complete failure of the pipeline is unknown, but public consequences could be severe; potentially including, but not limited to, substantial damage to and complete closure of the public highway across the dam and loss of domestic water supply to nearby facilities which include three private homes and a sheriff's station.

Solicitation of offers is not feasible. The need to complete the repairs to the leaking domestic water pipeline is urgent and compelling, as described above. A sole-source Time and Materials contract is appropriate because it is not possible to accurately estimate the cost of the work with any degree of confidence due to unknown conditions and the unknown nature and extent of required repair or replacement work.

The contractor will work 11:00 p.m. to 5:00 a.m. nightly while Parker Dam Road is closed to remove existing asphalt, excavate existing fill, locate and inspect existing pipe and joints, and continue working upstream from location where leak emerges from road surface until leak is located and pipe and/or joints are repaired and/or replaced with new PVC pipe as necessary.

Manager, Parker Dam, and Contracting Officer agree that this work is urgent and compelling, and that a Time and Materials contract is appropriate because it is not possible to accurately estimate the cost of the work with any degree of confidence due to unknown conditions and unknown nature and extent of required repair or replacement work.

10. Listing of Interested Sources.

Rock Gap Construction, Mesa AZ

11. Actions Taken to Remove Barriers to Competition.

Due to the emergency nature of this action, competition cannot be obtained due to the potential ramifications of a complete failure of the leaking pipe. If a similar type requirement arises in the future, the Government will make every effort to obtain competition.