

National Park Service
Denver Service Center

DINOSAUR NATIONAL MONUMENT
SPLIT MOUNTAIN GORGE CAMPGROUND

RFP DINO-141-R
DRILL A TEST WATER WELL

MAY 28, 1985

PROJECT MANUAL



**NO DEPOSIT IS REQUIRED
FOR
DRAWINGS & SPECIFICATIONS
PLEASE RETURN TO ISSUING OFFICE
FOLLOWING OPENING OF BIDS**

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NOTE

IT IS THE RESPONSIBILITY OF THE BIDDER TO VERIFY
THAT THE PROJECT MANUAL IS COMPLETE AS LISTED.

REQUEST FOR PROPOSALS

DINOSAUR NATIONAL MONUMENT
SPLIT MOUNTAIN GORGE CAMPGROUND

RFP DINO-141-R
DRILL A TEST WATER WELL

UINTA COUNTY, UTAH

MAY 28, 1985

The National Park Service, U. S. Department of the Interior, is soliciting proposals from drilling firms to drill a test water well. The project includes drilling and constructing a bedrock well. In the event that this well has inadequate production or water quality, an alluvium well with three monitoring wells will be drilled and constructed. The estimated price range for this procurement action is from \$25,000 to \$50,000. It is contemplated that a fixed-price negotiated contract will be awarded.

This project is 100 percent set-aside for small business and labor surplus area concerns.

TIME FOR COMPLETION: 45 calendar days from Notice to Proceed.

ISSUING OFFICE: National Park Service, Denver Service Center, 755 Parfet Street, P. O. Box 25287, Denver, Colorado 80225-0287.

TELEPHONE NUMBER: 303/236-8816.


CONTACT PERSON: Judy Hauser.

OPENING: Sealed proposals in single copy for the work described herein will be received until 3:00 p.m., June 27, 1985.

SITE INSPECTION: A conducted site inspection will take place on June 11, 1985. Those who wish to attend shall meet at the Quarry Visitor Center, Dinosaur National Monument, at 10:00 a.m. on this date. Attendance is not mandatory, but is highly encouraged to all proposers.

BONDS: Successful Offeror will be required to furnish bonds on Standard Forms 25 and 25A, based on a contract amount between \$25,000 to \$1,000,000 (i.e., a performance bond for 100 percent of the contract amount and a payment bond for 50 percent of the contract amount).

END



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INSTRUCTIONS TO OFFERORS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(APRIL 1984)

This solicitation incorporates the following 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.

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
SOLICITATION PROVISIONS
- A. 52.215-05-4/84 Solicitation Definitions
- B. 52.215-07-4/84 Unnecessarily Elaborate Proposals or Quotations
- C. 52.215-08-4/84 Acknowledgment of Amendments to Solicitations
- D. 52.215-09-4/84 Submission of Offers
- E. 52.215-10-4/84 Late Submissions, Modifications, and Withdrawals
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- F. 52.215-12-4/84 Restriction on Disclosure and Use of Data
- G. 52.215-13-4/84 Preparation of Offers
- H. 52.215-14-4/84 Explanation to Prospective Offerors
- I. 52.215-15-4/84 Failure to Submit Offer
- J. 52.215-16-4/84 Contract Award
- K. 52.215-17-4/84 Telegraphic Proposals
- L. 52.216-01-4/84 Type of Contract
- M. 52.233-02-4/85 Service of Protest

Protests, as defined in Section 33.101 of the Federal Acquisition Regulations, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from National Park Service, Attn: Contracting Officer, Branch of Construction Contracts, P. O. Box 25287, 755 Parfet Street, Denver, Colorado 80225.

INSTRUCTIONS FOR PREPARING PROPOSALS

PROPOSALS: A proposal shall include two separate and detachable proposals defined as a technical proposal and a cost proposal. Proposals shall be signed by a duly authorized officer of the organization. No bid bond is required.

Each offeror shall submit the two proposals. The technical proposal will be the most important consideration in the award of the contract and should, therefore, be as complete as possible.

After receipt of initial proposals, a committee will evaluate proposals in accordance with the rating system established for this procurement. The Government may award a contract based upon initial proposals received, without discussion of such offers. Accordingly, each proposal should be submitted initially in the most favorable terms from a cost and technical standpoint.

If selection is not made based on initial proposals, a "competitive range" will be established by the Contracting Officer and the evaluation committee. The "competitive range" will include those proposals which stand a reasonable chance of receiving the award.

Written or oral discussions will then be held with all offerors with proposals in the competitive range. As part of this phase, the Contracting Officer may perform cost analysis of all proposals in the "competitive range". Offerors therefore are to submit a complete cost breakdown of proposed unit prices together with supporting cost or pricing data with their initial proposal.

Upon concluding written or oral discussions, the Contracting Officer will request the submission of "best and final offers", which is the last offer presented by an offeror in the competitive range after discussions.

Following evaluation of best and final offers, award will be made to the source which is the most advantageous to the Government, consistent with the established evaluation criteria.

Since technical criteria are considered to be of greater importance, award may be made to other than the low offeror.

All proposals submitted will be evaluated in accordance with the following evaluation criteria. Each evaluation factor is listed in descending order of importance.

1. Qualifications and experience of offeror.
2. Qualifications and experience of personnel.

3. Total proposed price.
4. Identification of drilling equipment and procedure.
5. Identification of problems and proposed solutions.

The proposing offeror is requested to specifically address each evaluation criteria illustrating type of related experience, extent of experience, and all other pertinent data.

1. Qualifications and Experience of Offeror:

- a. The past experience of the proposing offeror in coordinating the work and the suppliers should be explained. Experience in working under the direction of a Government or industry representative should be given.
- b. Familiarity with the local geology and drilling experience on these formations should be explained.
- c. References: The offeror should provide 2 to 3 client references who will be able to review the items discussed. For references contacted, the general procedure will be to ask about the experience of the proposing offeror. The names of those to contact and telephone numbers of all references should be included in the proposal.

2. Qualifications and Experience of Personnel:

- a. Narrative Describing Driller: The experience and qualifications of the person(s) should be elaborated in light of the description of work and the items considered in No. 1.

3. Total Proposed Price:

Complete the proposed payment Schedules A and B enclosed with proposed unit prices, together with a mathematical extension using the Government provided quantity estimates to derive a total proposed price. The unit prices proposed should include all direct costs, transportation, general conditions, overhead, profit, etc. No additional payments will be made.

For the information of the preparer, the number under the payment item refers to the technical specification number where the definition of measurement and payment is located.

4. Identification of Drilling Equipment and Procedure:

The offeror should submit specifications for the drill rig he proposes to use and related equipment. Environmental impact shall be addressed in the proposal.

5. Identification of Problems and Proposed Solutions:

The expected range of possible work has been identified in the specifications and is best evidenced by the number of possible pay items. However, the Government realizes that unanticipated situations may occur requiring additional pay items.

The offeror should clearly explain the problems he presently anticipates that either are incompletely or not at all covered by the specifications and a suggested method to handle them. He should also cover methods which will allow a quick response and execution so that no significant delays occur in the drilling operation.

TERMS AND CONDITIONS

A. Cost of Proposal Presentation: This solicitation does not commit the Government to pay any costs incurred for the preparation of proposals.

B. RFP Identification: Mailing envelopes should be marked with the RFP number. Also, include this RFP number in your cover letter and on each page of your proposal.

C. Acceptance Period: Because of the time required by the Government to adequately evaluate proposals, offerors are requested to specify a proposal acceptance period of not less than 30 days.

D. Notice of Award: All offerors will be notified of their selection or nonselection as soon as possible. In accordance with FAR 15.1002, the Government will provide a debriefing after award, when requested in writing, to an offeror that has unsuccessfully competed for the procurement.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (APR 1984):

(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

<u>Timetable</u>	<u>Goal (Percent)</u>
Until further notice	5.3

Goals for Female Participation for Each Trade

<u>Timetable</u>	<u>Goal (Percent)</u>
Until further notice	6.9

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 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 Director, Office of Federal Contract Compliance Programs, 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;
 - (i) Employer identification number of the subcontractor;
 - (2) Estimated dollar amount of the subcontract;
 - (3) Estimated starting and completion dates of the subcontract; and
 - (4) 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 the area in which the project is located.

52.219-5 NOTICE OF TOTAL SMALL BUSINESS-LABOR SURPLUS AREA SET-ASIDE

(a) Definitions.

"Labor surplus area", as used in this clause, means a geographical area identified by the Department of Labor as an area of labor surplus.

"Labor surplus area concern", as used in this clause, means a concern that, together with its first-tier subcontractors, will perform substantially in labor surplus areas.

"Perform substantially in labor surplus areas", as used in this clause, means that the costs incurred under the contract on account of manufacturing, production, and performance of services in labor surplus areas exceed 50 percent of the contract price.

"Small business concern", as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) General. (1) Offers are solicited from small business concerns that are also labor surplus area concerns. Offers received from concerns that are not small business-labor surplus area concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business-labor surplus area concern.

(c) Agreement. (1) The offeror agrees that, if awarded a contract as a small business-labor surplus area concern, it will take the following actions:

(i) Perform the contract, or cause it to be performed, substantially in areas classified as labor surplus areas at the time of award or performance. However, if an area selected by the offeror is no longer classified as a labor surplus area at the time of performance, the offeror will make an effort to select another area for performance that is classified at the time as a labor surplus area.

(ii) If the contract exceeds \$10,000, submit a report to the Contracting Officer within 30 days after the date of award (or a longer period of time, if prescribed by the Contracting Officer) that contains the following information:

(A) The dollar amount of the contract.

(B) Identification of each labor surplus area in which contract (and first-tier subcontract) performance is taking or will take place.

(C) The total costs incurred and the total costs to be incurred under the contract on account of manufacturing, production, and performance of services in each of the labor surplus areas by (1) the prime Contractor and (2) first-tier subcontractors.

(D) The total dollar amount attributable to performance in labor surplus areas.

(2) A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES

(d) Construction. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

CLASSIFICATION CODE INDUSTRY, SUBINDUSTRY OR CLASS OF PRODUCTS SIZE STANDARD**

MAJOR GROUP 17 - CONSTRUCTION - SPECIAL TRADE CONTRACTORS

1711	Plumbing, heating (except electric), and air-conditioning	\$7
1721	Painting, paperhanging, and decorating	7
1731	Electrical work	7
1741	Masonry, stone setting, and other stonework	7
1742	Plastering, drywall, acoustical and insulation work	7
1743	Terrazzo, tile, marble, and mosaic work	7
1751	Carpentering	7
1752	Floor laying and other floorwork, not elsewhere classified	7
1761	Roofing and sheet metal work	7
1771	Concrete Work	7
1781	Water well drilling	7
1791	Structural steel erection	7
1793	Glass and glazing work	7
1794	Excavating and foundation work	7
1795	Wrecking and demolition work	7
1796	Installation or erection of building equipment, not elsewhere classified	7
1799	Special trade contractors, not elsewhere classified	5

**Average Annual Receipts - Millions

(e) Dredging. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$9.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO	2. TYPE OF SOLICITATION <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED May 28, 1985	PAGE OF PAGES See Table of Contents
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. RFP DINO-141-R
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7. ISSUED BY National Park Service Denver Service Center 755 Parfet Street P. O. Box 25287 Denver, Colorado 80225	CODE	8. ADDRESS OFFER TO National Park Service Denver Service Center 755 Parfet Street P. O. Box 25287 Denver, Colorado 80225
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9 FOR INFORMATION CALL	A. NAME Judy Hauser	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 303/236-8816
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SOLICITATION

NOTE: In advertised solicitations "offer" and "offeror" mean "bid" and "bidder".
 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

Dinosaur National Monument
 Split Mountain Gorge Campground
 Drill a Test Water Well
 Uintah County, Utah

Offers will be opened at: National Park Service
 Denver Service Center
 Office of the Contracting Officer, Second Floor
 755 Parfet Street
 Lakewood, Colorado

11. The Contractor shall begin performance within 15 calendar days and complete it within 45 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable (See _____.)

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 0 copies to perform the work required are due at the place specified in Item 8 by 3:00 p.m. (hour) local time June 27, 1985 (date). If this is an advertised 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 60 calendar days for Government acceptance after the date offers are due will be considered nonresponsive and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

CODE FACILITY CODE

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

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

AMOUNTS  SEE PROPOSED PAYMENT SCHEDULE

18. The offeror agrees (a) to carry out this offer if the Government accepts it by signing Item 31B within the time specified in Item 13D, and (b) to furnish any required performance and payment bonds

19 ACKNOWLEDGMENT OF AMENDMENTS

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


AMENDMENT NO										
DATE										

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM 	25. NEGOTIATED PURSUANT TO <input type="checkbox"/> 10 USC 2304(a)() <input type="checkbox"/> 41 USC 252(c)()
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

PROPOSED PAYMENT SCHEDULE

DINOSAUR NATIONAL MONUMENT
 SPLIT MOUNTAIN GORGE CAMPGROUND
 RFP DINO-141-R
 DRILL A TEST WATER WELL

Submit for all items. In case of error in the extension of prices, unit price governs. In case of error in summation, the total of the corrected amounts governs.

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	PROPOSED AMOUNT
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SCHEDULE A: BEDROCK WELL CONSTRUCTION

<u>1</u> 01150	Mobilization-----	Lump Sum = \$ _____	
<u>2</u> 02670	10-Inch Casing and Bore-	55 L.F. @ \$ _____ = \$ _____	
<u>3</u> 02670	6-Inch Casing-----	60 L.F. @ \$ _____ = \$ _____	
<u>4</u> 02670	6-Inch Bore-----	140 L.F. @ \$ _____ = \$ _____	
<u>5</u> 02670	Grouting - Sand Cement-----	55 L.F. @ \$ _____ = \$ _____	
<u>6</u> 02670	Grouting - Neat Cement-----	60 L.F. @ \$ _____ = \$ _____	
<u>7</u> 02670	Development-----	5 Hours @ \$ _____ = \$ _____	
<u>8</u> 02670	Pump Test-----	10 Hours @ \$ _____ = \$ _____	
<u>9</u> 02670	Well Disinfection-----	Lump Sum = \$ _____	
<u>10</u> 02670	Stand-By Time-----	24 Hours @ \$ _____ = \$ _____	
<u>11</u> 02670	Well Abandonment - Neat Cement-----	70 L.F. @ \$ _____ = \$ _____	
<u>12</u> 02670	Well Abandonment - Sand Cement-----	125 L.F. @ \$ _____ = \$ _____	

13
 02670 Pitless Adapter----- Lump Sum = \$ _____
 SUBTOTAL - SCHEDULE A (Items 1
 through 13)----- = \$ _____

SCHEDULE B: ALLUVIUM WELL CONSTRUCTION

14
 02671 Relocation----- Lump Sum = \$ _____

15
 02671 Boring----- 60 L.F. @ \$ _____ = \$ _____

16
 02671 6-Inch Casing----- 45 L.F. @ \$ _____ = \$ _____

17
 02671 Well Screen----- 10 L.F. @ \$ _____ = \$ _____

18
 02671 Tail Pipe----- 5 L.F. @ \$ _____ = \$ _____

19
 02671 Grouting -
 Neat Cement----- 25 L.F. @ \$ _____ = \$ _____

20
 02671 Development----- 10 Hours @ \$ _____ = \$ _____

21
 02671 Pump Test----- 10 Hours @ \$ _____ = \$ _____

22
 02671 Well Disinfection----- Lump Sum = \$ _____

23
 02671 Well Abandonment -
 Neat Cement----- 60 L.F. @ \$ _____ = \$ _____

24
 02672 Monitoring Well No. 1--- 30 L.F. @ \$ _____ = \$ _____

25
 02672 Monitoring Well No. 2--- 30 L.F. @ \$ _____ = \$ _____

26
 02672 Monitoring Well No. 3--- 30 L.F. @ \$ _____ = \$ _____

SUBTOTAL - SCHEDULE B (Items 14
 through 26)----- = \$ _____

Quantities for unit price items are estimated, but payment will be made only for actual quantities of work completed.

The evaluation of the price proposals will be based on the total amount proposed for Schedule A plus Schedule B. Offerors are cautioned that if a bedrock well is successful, no actual contract work will be performed on Schedule B, the construction of an alluvium well with three monitoring wells. In this event, the National Park Service shall not be liable for payment of any amount under Schedule B.

END

CERTIFICATE OF AUTHORITY TO SIGN BIDS/PROPOSALS

THE FOLLOWING CERTIFICATION IS TO BE EXECUTED (BY A PERSON OTHER THAN THE SIGNATORY OF THE BID), CORPORATE SEAL AFFIXED, AND RETURNED WITH ANY BID/PROPOSAL SUBMITTED:

I, _____, certify I am the _____ of the corporation named as Bidder/Offeror herein; that _____, who signed this bid/proposal on behalf of the Contractor, was then the _____ of said Corporation; that said offer was duly signed for and in behalf of said Corporation by authority of its governing body, and that the signing of the offer by _____ was within the scope of his Corporate powers.

_____ CORPORATE SEAL
(Signature)

REPRESENTATIONS AND CERTIFICATIONS - NEGOTIATED

1. 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984):

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee", see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) ___ has ___ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ___ has ___ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent of Other Fees (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

2. 52.215-06 TYPE OF BUSINESS ORGANIZATION (APR 1984):

The offeror or quoter, by checking the applicable box, represents that it operates as ___ a corporation incorporated under the laws of the State of _____, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture.

3. 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (APR 1984):

The offeror represents and certifies as part of its offer that it ___ is ___ is not a small business concern and that ___ all ___ not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the size standards in this solicitation.

4. 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (APR 1984):

(a) Representation. The offeror represents that it __ is __ is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American", as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American", as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans", as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

5. 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984):

(a) Representation. The offeror represents that is __ is __ is not a women-owned small business concern.

(b) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it

is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned", as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

6. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984):

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

7. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984):

The offeror represents that--

(a) It ___ has ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

8. 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984):

The offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract ___ is ___ is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

9. FPR AMENDMENT 222 - PUBLIC OR PRIVATE ORGANIZATIONS FOR THE HANDICAPPED OR HANDICAPPED INDIVIDUALS:

(Execute if a small business set-aside is involved and the offeror deems himself to be eligible.)

He ___ is a public or private organization for the handicapped or a handicapped individual, as provided in the Small Business Act, as amended, and the regulations of the Small Business Administration.

The term "public or private organization": is one (i) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (ii) which complies with any applicable occupational health and safety standard prescribed by the Secretary of labor; and (iii) which, in the production of commodities and in the provision of services during any fiscal

year in which it receives financial assistance under this subsection, employs handicapped individuals for not less than 75 per centum of the man-hours required for the production or provision of the commodities or services. (15 U.S.D. 636 (h) (1) (a))

The term "handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable. (13 CFR 117.2 (f))

10. FPR AMENDMENT 224 - COUNTRY OF MANUFACTURER:

The product which the offeror proposes to furnish __ is __ is not manufactured, mined, or grown in the United States. If the product is not manufactured, mined, or grown in the United States, the country of manufacturer is (approved by the Office of Management and Budget under OMB control number 3090-0061.)

11. FPR AMENDMENT 224 - DUNS CONTRACTOR ESTABLISHMENT NUMBER:

After award, if contract exceeds \$10,000, Contractor will be requested to identify its Principal Place of Performance and furnish its DUNS Contractor Establishment Number if one has been assigned.

12. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985):

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(a) The Buy American Act (41 U.S.C. 10) generally requires that only domestic construction material be used in the performance of this contract (see the clause titled "Buy American Act-Construction Materials"). This requirement does not apply to the following construction materials:

Acetylene, black	Leather, sheepskin, hair type
Agar, bulk	Lavender oil
Anise	Manganese
Antimony, as metal or oxide	Menthol, natural bulk
Asbestos, amosite, chrysotile, and crocidolite	Mica
Bananas	Nickel, primary, in ingots, pigs, shots, cathods, or similar forms; nickel oxide and nickel salts
Bauxite	Nitroguanidine (also known as picrite)
Beef, corned, canned	Nux vomica, crude
Beef extract	Oiticica oil
Bephenium hydroxynaphthoate	Olive oil
Bismuth	Olives (green), pitted or unpitted, or stuffed, in bulk
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	Opium, crude
Brazil nuts, unroasted	Oranges, mandarin, canned
Cadmium, ores and flue dust	Petroleum, crude oil, unfinished oils, and finished products (see definitions of petroleum terms in subparagraph (a)(1) below).
Calcium cyanamide	Pine needle oil
Capers	Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars
Cashew nuts	Pyrethrum flowers
Castor beans and castor oil	Quartz crystals
Chalk, English	Quebracho
Chestnuts	Quinidine
Chicle	Quinine
Chrome ore or chromite	Radium salts, source and special nuclear materials
Cinchona bark	Rosettes
Cobalt, in cathodes, rondelles, or other primary ore and metal forms	Rubber, crude and latex
Cocoa beans	Rutile
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form	Santonin, crude
Coffee, raw or green bean	Secretin
Colchicine alkaloid, raw	Shellac
Copra	Silk, raw and unmanufactured
Cork, wood or bark and waste	Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
Cover glass, microscope slide	Spices and herbs, in bulk
Cryolite, natural	Sugars, raw
Dammar gum	Swords and scabbards
Diamonds, industrial, stones and abrasives	Talc, block, steatite
Emetine, bulk	Tantalum
Ergot, crude	Tapioca flour and cassava
Erythryl tetranitrate	Tartar, crude; tartaric acid and cream of tartar in bulk
Fair linen, altar	Tea in bulk
Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal	Thread, metallic (gold)
Goat and kidskins	Thyme oil
Graphite, natural, crystalline, crucible grade	Tin in bars, blocks, and pigs
Handsewing needles	Triprolidine hydrochloride
Hemp yarn	Tungsten
Hog bristles for brushes	Vanilla beans
Hyoscine, bulk	Venom, cobra
Ipecac. root	Wax, carnauba
Iodine, crude	Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak
Kaurigum	
Lac	

(1) As used above, petroleum terms are defined as follows:

(i) "Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

(ii) "Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

(A) "Asphalt" - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.

(B) "Fuel oil" - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.

(C) "Gasoline" - a refined petroleum distillate that, by its composition, is suitable for use as a carburant in internal combustion engines.

(D) "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.

(E) "Liquified gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.

(F) "Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.

(G) "Naphtha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.

(H) "Natural gas products" - liquids (under atmospheric conditions), including natural gasoline, that-

- (1) Are recovered by a process of absorption, adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
- (2) When recovered and without processing in a refinery, otherwise fall within any of the definitions of products contained in subdivision (B), (C), (D), and (G) above.
- (l) "Residual fuel oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of Military Specification MIL-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.
- (iii) "Unfinished oils" means one or more of the petroleum oils listed in subdivision (ii) above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.
- (b) Offers based on the use of other foreign construction material may be acceptable for award if the Government determines that-
 - (1) Comparable domestic construction material in sufficient and reasonably available quantities, of a satisfactory quality, is unavailable; or
 - (2) Use of comparable domestic construction material is impracticable or would unreasonably increase the cost.
- (c) Any offer based on the use of one or more other foreign construction materials shall include data, in the format listed in paragraph (f) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed to include all delivery costs to the construction material and shall also include any applicable duty (whether or not a duty-free entry certificate may be issued).
- (d) For evaluation purposes, the Government shall add to the offer 6 percent of the cost of foreign material which qualifies for acceptance under paragraph (c) above.
- (e) For foreign construction material which does not qualify for acceptance under paragraph (c) above, the Government shall evaluate the offer on the basis of the stated price for comparable domestic construction material. Therefore, if the offer does not state a price for a comparable domestic construction material, and the foreign construction material does not qualify for acceptance under paragraph (c) above, the offer shall be rejected as nonresponsive.
- (f) For evaluation purposes under paragraph (c) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

<u>Const. Material Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost Including All Delivery Costs to Const. Site**</u>
Item 1: Foreign construction material:	_____	_____	\$ _____
Comparable domestic construction material:	_____	_____	\$ _____
Item 2: Foreign construction material:	_____	_____	\$ _____
Comparable domestic construction material:	_____	_____	\$ _____

**Also include applicable duty for foreign material.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED May 28, 1985	PAGE OF PAGES See Table of Contents
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. RFP DINO-141-R
-----------------	-------------------------------------	----------------------------------

7. ISSUED BY National Park Service Denver Service Center 755 Parfet Street P. O. Box 25287 Denver, Colorado 80225	CODE	8. ADDRESS OFFER TO National Park Service Denver Service Center 755 Parfet Street P. O. Box 25287 Denver, Colorado 80225
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9. FOR INFORMATION CALL:	A. NAME Judy Hauser	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 303/236-8816
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SOLICITATION

NOTE: In advertised solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Dinosaur National Monument
 Split Mountain Gorge Campground
 Drill a Test Water Well
 Uintah County, Utah

Offers will be opened at: National Park Service
 Denver Service Center
 Office of the Contracting Officer, Second Floor
 755 Parfet Street
 Lakewood, Colorado

1. The Contractor shall begin performance within 15 calendar days and complete it within 45 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable (See _____.)

2A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15
--	--------------------------

3. ADDITIONAL SOLICITATION REQUIREMENTS:
4. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 3:00 p.m. (hour) local time June 27, 1985 (date) If this is an advertised 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
5. An offer guarantee is, is not required.
6. 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.
7. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will be considered nonresponsive and will be rejected

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

CODE FACILITY CODE

15. TELEPHONE NO. (Include area code)

16. ALTERNATE ADDRESS (Include only if different than Item 14)

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

AMOUNTS ► SEE PROPOSED PAYMENT SCHEDULE

18. The offeror agrees (a) to carry out this offer if the Government accepts it by signing Item 31B within the time specified in Item 13D, and (b) to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITFMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ►

25. NEGOTIATED PURSUANT TO
 10 USC 2304(a)() 41 USC 252(c)()

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

PROPOSED PAYMENT SCHEDULE

DINOSAUR NATIONAL MONUMENT
 SPLIT MOUNTAIN GORGE CAMPGROUND
 RFP DINO-141-R
 DRILL A TEST WATER WELL

Submit for all items. In case of error in the extension of prices, unit price governs. In case of error in summation, the total of the corrected amounts governs.

ITEM NO. SECTION	ITEM, QUANTITY & UNIT OF MEASURE	UNIT PRICE	PROPOSED AMOUNT
---------------------	----------------------------------	---------------	--------------------

SCHEDULE A: BEDROCK WELL CONSTRUCTION

<u>1</u>	01150 Mobilization-----	Lump Sum = \$ _____	
<u>2</u>	02670 10-Inch Casing and Bore-	55 L.F. @ \$ _____ = \$ _____	
<u>3</u>	02670 6-Inch Casing-----	60 L.F. @ \$ _____ = \$ _____	
<u>4</u>	02670 6-Inch Bore-----	140 L.F. @ \$ _____ = \$ _____	
<u>5</u>	02670 Grouting - Sand Cement-----	55 L.F. @ \$ _____ = \$ _____	
<u>6</u>	02670 Grouting - Neat Cement-----	60 L.F. @ \$ _____ = \$ _____	
<u>7</u>	02670 Development-----	5 Hours @ \$ _____ = \$ _____	
<u>8</u>	02670 Pump Test-----	10 Hours @ \$ _____ = \$ _____	
<u>9</u>	02670 Well Disinfection-----	Lump Sum = \$ _____	
<u>10</u>	02670 Stand-By Time-----	24 Hours @ \$ _____ = \$ _____	
<u>11</u>	02670 Well Abandonment - Neat Cement-----	70 L.F. @ \$ _____ = \$ _____	
<u>12</u>	02670 Well Abandonment - Sand Cement-----	125 L.F. @ \$ _____ = \$ _____	

13
 02670 Pitless Adapter----- Lump Sum = \$ _____
 SUBTOTAL - SCHEDULE A (Items 1
 through 13)----- = \$ _____

SCHEDULE B: ALLUVIUM WELL CONSTRUCTION

14
 02671 Relocation----- Lump Sum = \$ _____

15
 02671 Boring----- 60 L.F. @ \$ _____ = \$ _____

16
 02671 6-Inch Casing----- 45 L.F. @ \$ _____ = \$ _____

17
 02671 Well Screen----- 10 L.F. @ \$ _____ = \$ _____

18
 02671 Tail Pipe----- 5 L.F. @ \$ _____ = \$ _____

19
 02671 Grouting -
 Neat Cement----- 25 L.F. @ \$ _____ = \$ _____

20
 02671 Development----- 10 Hours @ \$ _____ = \$ _____

21
 02671 Pump Test----- 10 Hours @ \$ _____ = \$ _____

22
 02671 Well Disinfection----- Lump Sum = \$ _____

23
 02671 Well Abandonment -
 Neat Cement----- 60 L.F. @ \$ _____ = \$ _____

24
 02672 Monitoring Well No. 1--- 30 L.F. @ \$ _____ = \$ _____

25
 02672 Monitoring Well No. 2--- 30 L.F. @ \$ _____ = \$ _____

26
 02672 Monitoring Well No. 3--- 30 L.F. @ \$ _____ = \$ _____

SUBTOTAL - SCHEDULE B (Items 14
 through 26)----- = \$ _____

Quantities for unit price items are estimated, but payment will be made only for actual quantities of work completed.

The evaluation of the price proposals will be based on the total amount proposed for Schedule A plus Schedule B. Offerors are cautioned that if a bedrock well is successful, no actual contract work will be performed on Schedule B, the construction of an alluvium well with three monitoring wells. In this event, the National Park Service shall not be liable for payment of any amount under Schedule B.

END

CERTIFICATE OF AUTHORITY TO SIGN BIDS/PROPOSALS

THE FOLLOWING CERTIFICATION IS TO BE EXECUTED (BY A PERSON OTHER THAN THE SIGNATORY OF THE BID), CORPORATE SEAL AFFIXED, AND RETURNED WITH ANY BID/PROPOSAL SUBMITTED:

I, _____, certify I am the _____ of the corporation named as Bidder/Offeror herein; that _____, who signed this bid/proposal on behalf of the Contractor, was then the _____ of said Corporation; that said offer was duly signed for and in behalf of said Corporation by authority of its governing body, and that the signing of the offer by _____ was within the scope of his Corporate powers.

_____ CORPORATE SEAL
(Signature)

REPRESENTATIONS AND CERTIFICATIONS - NEGOTIATED

1. 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984):

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee", see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) ___ has ___ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ___ has ___ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent of Other Fees (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

2. 52.215-06 TYPE OF BUSINESS ORGANIZATION (APR 1984):

The offeror or quoter, by checking the applicable box, represents that it operates as ___ a corporation incorporated under the laws of the State of _____, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture.

3. 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (APR 1984):

The offeror represents and certifies as part of its offer that it ___ is ___ is not a small business concern and that ___ all ___ not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the size standards in this solicitation.

4. 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (APR 1984):

(a) Representation. The offeror represents that it __ is __ is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American", as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American", as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans", as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

5. 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984):

(a) Representation. The offeror represents that is __ is __ is not a women-owned small business concern.

(b) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it

is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned", as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

6. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984):

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

7. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984):

The offeror represents that--

(a) It ___ has ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

8. 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984):

The offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract ___ is ___ is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

9. FPR AMENDMENT 222 - PUBLIC OR PRIVATE ORGANIZATIONS FOR THE HANDICAPPED OR HANDICAPPED INDIVIDUALS:

(Execute if a small business set-aside is involved and the offeror deems himself to be eligible.)

He ___ is a public or private organization for the handicapped or a handicapped individual, as provided in the Small Business Act, as amended, and the regulations of the Small Business Administration.

The term "public or private organization": is one (i) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (ii) which complies with any applicable occupational health and safety standard prescribed by the Secretary of labor; and (iii) which, in the production of commodities and in the provision of services during any fiscal

year in which it receives financial assistance under this subsection, employs handicapped individuals for not less than 75 per centum of the man-hours required for the production or provision of the commodities or services. (15 U.S.D. 636 (h) (1) (a))

The term "handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable. (13 CFR 117.2 (f))

10. FPR AMENDMENT 224 - COUNTRY OF MANUFACTURER:

The product which the offeror proposes to furnish __ is __ is not manufactured, mined, or grown in the United States. If the product is not manufactured, mined, or grown in the United States, the country of manufacturer is (approved by the Office of Management and Budget under OMB control number 3090-0061.)

11. FPR AMENDMENT 224 - DUNS CONTRACTOR ESTABLISHMENT NUMBER:

After award, if contract exceeds \$10,000, Contractor will be requested to identify its Principal Place of Performance and furnish its DUNS Contractor Establishment Number if one has been assigned.

12. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985):

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

BUY AMERICAN ACT

DEPARTMENT OF THE INTERIOR (APR 1984)

(a) The Buy American Act (41 U.S.C. 10) generally requires that only domestic construction material be used in the performance of this contract (see the clause titled "Buy American Act-Construction Materials"). This requirement does not apply to the following construction materials:

Acetylene, black	Leather, sheepskin, hair type
Agar, bulk	Lavender oil
Anise	Manganese
Antimony, as metal or oxide	Menthol, natural bulk
Asbestos, amosite, chrysotile, and crocidolite	Mica
Bananas	Nickel, primary, in ingots, pigs, shots, cathods, or similar forms; nickel oxide and nickel salts
Bauxite	Nitroguanidine (also known as picrite)
Beef, corned, canned	Nux vomica, crude
Beef extract	Oiticica oil
Bephenium hydroxynaphthoate	Olive oil
Bismuth	Olives (green), pitted or unpitted, or stuffed, in bulk
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	Opium, crude
Brazil nuts, unroasted	Oranges, mandarin, canned
Cadmium, ores and flue dust	Petroleum, crude oil, unfinished oils, and finished products (see definitions of petroleum terms in subparagraph (a)(1) below).
Calcium cyanamide	Pine needle oil
Capers	Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars
Cashew nuts	Pyrethrum flowers
Castor beans and castor oil	Quartz crystals
Chalk, English	Quebracho
Chestnuts	Quinidine
Chicle	Quinine
Chrome ore or chromite	Radium salts, source and special nuclear materials
Cinchona bark	Rosettes
Cobalt, in cathodes, rondelles, or other primary ore and metal forms	Rubber, crude and latex
Cocoa beans	Rutile
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form	Santonin, crude
Coffee, raw or green bean	Secretin
Colchicine alkaloid, raw	Shellac
Copra	Silk, raw and unmanufactured
Cork, wood or bark and waste	Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
Cover glass, microscope slide	Spices and herbs, in bulk
Cryolite, natural	Sugars, raw
Dammar gum	Swords and scabbards
Diamonds, industrial, stones and abrasives	Talc, block, steatite
Emetine, bulk	Tantalum
Ergot, crude	Tapioca flour and cassava
Erythryl tetranitrate	Tartar, crude; tartaric acid and cream of tartar in bulk
Fair linen, altar	Tea in bulk
Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal	Thread, metallic (gold)
Goat and kidskins	Thyme oil
Graphite, natural, crystalline, crucible grade	Tin in bars, blocks, and pigs
Handsewing needles	Triprolidine hydrochloride
Hemp yarn	Tungsten
Hog bristles for brushes	Vanilla beans
Hyoscine, bulk	Venom, cobra
Ipecac. root	Wax, carnauba
Iodine, crude	Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak
Kaurigum	
Lac	

(1) As used above, petroleum terms are defined as follows:

(i) "Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

(ii) "Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

(A) "Asphalt" - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.

(B) "Fuel oil" - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.

(C) "Gasoline" - a refined petroleum distillate that, by its composition, is suitable for use as a carburant in internal combustion engines.

(D) "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.

(E) "Liquified gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.

(F) "Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.

(G) "Naphtha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.

(H) "Natural gas products" - liquids (under atmospheric conditions), including natural gasoline, that-

- (1) Are recovered by a process of absorption, adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
- (2) When recovered and without processing in a refinery, otherwise fall within any of the definitions of products contained in subdivision (B), (C), (D), and (G) above.
- (i) "Residual fuel oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of Military Specification MIL-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.
- (iii) "Unfinished oils" means one or more of the petroleum oils listed in subdivision (ii) above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.
- (b) Offers based on the use of other foreign construction material may be acceptable for award if the Government determines that-
 - (1) Comparable domestic construction material in sufficient and reasonably available quantities, of a satisfactory quality, is unavailable; or
 - (2) Use of comparable domestic construction material is impracticable or would unreasonably increase the cost.
- (c) Any offer based on the use of one or more other foreign construction materials shall include data, in the format listed in paragraph (f) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed to include all delivery costs to the construction material and shall also include any applicable duty (whether or not a duty-free entry certificate may be issued).
- (d) For evaluation purposes, the Government shall add to the offer 6 percent of the cost of foreign material which qualifies for acceptance under paragraph (c) above.
- (e) For foreign construction material which does not qualify for acceptance under paragraph (c) above, the Government shall evaluate the offer on the basis of the stated price for comparable domestic construction material. Therefore, if the offer does not state a price for a comparable domestic construction material, and the foreign construction material does not qualify for acceptance under paragraph (c) above, the offer shall be rejected as nonresponsive.
- (f) For evaluation purposes under paragraph (c) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

<u>Const. Material Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost Including All Delivery Costs to Const. Site**</u>
Item 1: Foreign construction material:	_____	_____	\$ _____
Comparable domestic construction material:	_____	_____	\$ _____
Item 2: Foreign construction material:	_____	_____	\$ _____
Comparable domestic construction material:	_____	_____	\$ _____

**Also include applicable duty for foreign material.

PAYMENT BOND
 (See Instructions on reverse)

25-203

DATE BOND EXECUTED (Must be same or later than date of contract)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
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CONTRACT DATE

CONTRACT NO.

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: *Provided*, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	1.	2.	Corporate Seal
Name(s) & Title(s) (Typed)	1.	2.	

INDIVIDUAL SURETY(IES)

Signature(s)	1.	2.
Name(s) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	Name & Address	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	
	Name(s) & Title(s) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)					
SURETY B	Name & Address		STATE OF INC	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY C	Name & Address		STATE OF INC	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY D	Name & Address		STATE OF INC	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY E	Name & Address		STATE OF INC	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY F	Name & Address		STATE OF INC	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		
SURETY G	Name & Address		STATE OF INC	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1	2		
	Name(s) & Title(s) (Typed)	1	2		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required under the act of August 24, 1935, 49 Stat. 793, as amended (40 U.S.C. 270a-270e). There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city

and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)", and in the space designated "SURETY (IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

5. The name of each person signing this payment bond should be typed in the space provided.

PERFORMANCE BOND
 (See Instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
------------	-------------	------------	---------

CONTRACT DATE

CONTRACT NO

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: *Provided*, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;

NOW, THEREFORE, if the Principal shall:

(a) Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; and

(b) If the said contract is subject to the Miller Act, as amended (40 U.S.C. 270a-270e), pay to the Government the full amount of the taxes imposed by the Government which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished; then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	1.	2.	Corporate Seal
		(Seal)	
Name(s) & Title(s) (Typed)	1.	2.	

INDIVIDUAL SURETY(IES)

Signature(s)	1.	2.
		(Seal)
Name(s) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	Name & Address	STATE OF INC	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	
	Name(s) & Title(s) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1		2	
	Name(s) & Title(s) <i>(Typed)</i>	1		2	
SURETY C	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1		2	
	Name(s) & Title(s) <i>(Typed)</i>	1		2	
SURETY D	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1		2	
	Name(s) & Title(s) <i>(Typed)</i>	1		2	
SURETY E	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1		2	
	Name(s) & Title(s) <i>(Typed)</i>	1		2	
SURETY F	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1		2	
	Name(s) & Title(s) <i>(Typed)</i>	1		2	
SURETY G	Name & Address		STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1		2	
	Name(s) & Title(s) <i>(Typed)</i>	1		2	

BOND PREMIUM	RATE PER THOUSAND \$	TOTAL \$
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INSTRUCTIONS

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces

(Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

5. The name of each person signing this performance bond should be typed in the space provided.

GENERAL PROVISIONS - FIXED PRICE - NEGOTIATED

52.252-2 CLAUSES INCORPORATED BY REFERENCE (APR 1984):

This contract incorporates the following 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.

1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

- A. 52.202-01 04/84 Definitions - Alternate 1
- B. 52.203-05 04/84 Covenant Against Contingent Fees
- C. 52.203-01 04/84 Officials Not to Benefit
- D. 52.203-03 04/84 Gratuities
- E. 52.219-08 04/84 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
- F. 52.219-13 04/84 Utilization of Women-Owned Small Businesses
- G. 52.236-05 04/84 Material and Workmanship
- H. 52.236-07 04/84 Permits and Responsibilities
- I. 52.212-12 04/84 Suspension of Work
- J. 52.220-03 04/84 Utilization of Labor Surplus Area Concerns
- K. 52.222-03 04/84 Convict Labor
- L. 52.222-26 04/84 Equal Opportunity
- M. 52.222-27 04/84 Affirmative Action Compliance Requirements for Construction
- N. 52.222-35 04/84 Affirmative Action for Special Disabled and Vietnam Era Veterans
- O. 52.222-36 04/84 Affirmative Action for Handicapped Workers
- P. 52.223-03 04/84 Hazardous Material Identification and Material Safety Data
- Q. 52.225-05 04/84 Buy American Act - Construction Materials
- R. 52.228-02 04/84 Additional Bond Security
- S. 52.228-05 04/84 Insurance - Work on a Government Installation
Add Paragraph d

(d) The Contractor shall maintain compensation insurance, for employees engaged in the work,

complying with the workmen's compensation laws of the State in which the work is to be performed and shall maintain liability insurance protecting him from claims because of bodily injury (including death) and property damage arising under this Contract.

T.	52.232-17	04/84	Interest
U.	52.232-23	04/84	Assignment of Claims
V.	52.233-01	04/84	Disputes
W.	52.246-12	04/84	Inspection of Construction
X.	52.232-05	04/84	Payments Under Fixed-Price Construction Contracts
Y.	52.236-02	04/84	Differing Site Conditions
Z.	52.236-03	04/84	Site Investigations and Conditions Affecting the Work
a.	52.236-06	04/84	Superintendence by the Contractor
b.	52.236-08	04/84	Other Contracts
c.	52.236-09	04/84	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
d.	52.236-10	04/84	Operation and Storage Areas
e.	52.236-11	04/84	Use and Possession Prior to Completion
f.	52.236-12	04/84	Cleaning Up
g.	52.236-13	04/84	Accident Prevention - Alternate I
h.	52.236-14	04/84	Availability and Use of Utility Services
i.	52.236-21	04/84	Specifications and Drawings for Construction
j.	52.243-04	04/84	Changes
k.	52.249-02	04/84	Termination for Convenience of the Government (Fixed-Price) - Alternate I
l.	52.249-10	04/84	Default (Fixed-Price Construction)
m.	52.236-15	04/84	Schedules for Construction Contracts
n.	52.246-21	04/84	Warranty of Construction
o.	52.212-11	04/84	Variation in Estimated Quantity

- p. 1452.204-70 04/84 Release of Claims
- q. 1452.236-70 04/84 Prohibition Against Use of Lead Base Paint in Residential Structures
- r. DSC Clause Seasonal Shutdown

It is recognized that seasonal climatic conditions regularly occur in some of the National Park Service areas that restrict and in some cases prohibit normal construction activities. The actual timing of a seasonal shutdown will be determined by mutual agreement between the Contractor and the Contracting Officer. The Contractor shall give the Contracting Officer at least two weeks notice prior to the anticipated resumption of work. The actual date that work is resumed is subject to the approval of the Contracting Officer. The amount of time during a seasonal shutdown is taken into consideration when the completion time as stated in the Contract is determined. Therefore, the contract time will not be extended due to seasonal shutdown.

- s. DSC Clause Cultural Resources Survey

(a) Notify Contracting Officer of the location of off-site borrow pits no later than the pre-construction conference so that he may determine if a Cultural Resources Survey must be undertaken. A Cultural Resources Survey is not required for borrow material from stockpiled sources. However, for borrow material from undisturbed sources, Contracting Officer will arrange for a survey to be conducted within 10 calendar days following notification of the pit location before disturbance of the site. Should the survey reveal a finding of Cultural Resources of the National Register quality, Contractor will be so advised in writing within 20 calendar days after disclosure of the pit location, and shall promptly locate another source of the borrow.

(b) Obtain permission, in writing, from the landowners for Government employees to take samples for Cultural Resources evaluation. No claim for time extension or additional compensation will be allowed for complying with the provisions of this clause.

t. DSC Clause

Archeological Findings

Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the construction area, are the property of and will be removed only by the Government. Should Contractor's operation uncover or his employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify Contracting Officer immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays or additional work for Contractor, he will be compensated by an equitable adjustment under the General Provisions of the Contract.

u. DSC Clause

Conduct of Operations

At all times the Contractor shall conduct his organization in conformance with the rules and regulations promulgated by the Secretary of the Interior for the National Park Service, and with such appropriate regulations as the Superintendent may prescribe.

Work on Saturdays, Sundays, Federal holidays or at night may be performed only with the prior consent of the Contracting Officer.

No signs or advertisements (except those specified herein) shall be displayed on the construction site or within the park except with approval of the Contracting Officer.

SUPPLEMENTARY PROVISIONS

1. GENERAL:

The Supplementary Provisions contain changes and additions to the General Provisions governing work under this Contract. Where any part of the General Provisions is modified herein, the unaltered provisions shall remain in effect.

2. 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984):

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 30 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

3. 52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984):

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract", as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

4. 1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984):

For purposes of the Examination of Records by the Comptroller General (APR 1984) clause of this contract (FAR 52.215-1), 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.

5. 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (APR 1984):

(a) "Contract date", as used in this clause, means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

"All applicable Federal, State, and local taxes and duties", as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed tax", as used in this clause, means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax", as used in this clause, means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax", as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.

(b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$100.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the

Contracting Officer, including any interest, penalty, and reasonably attorneys' fees.

(h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when (1) the Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price and (2) a reasonable basis exists to sustain the exemption.

6. 52.244-5 COMPETITION IN SUBCONTRACTING (APR 1984) :

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

7. 52.227-1 AUTHORIZATION AND CONSENT (APR 1984) :

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed \$25,000); however, omission of this clause from any subcontract, under or over \$25,000, does not affect this authorization and consent.

8. 52.227-4 PATENT INDEMNITY - CONSTRUCTION CONTRACTS (APR 1984) :

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against

liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

9. 52.212-3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (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 within 45 calendar days from date stated in the notice to proceed. However, the time for completion of the work will be reduced by one calendar day for each day in excess of 15 calendar days (or any extension thereof) elapsing between the Contractor's receipt of and return of properly executed contract, and performance and payment bonds. The time stated for completion shall include final cleanup of the premises.

10. 52.212-5 LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984):

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$150 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

LABOR STANDARDS PROVISIONS

Applicable to Contracts in Excess of \$2,000

Davis-Bacon Act (40 U.S.C.

6a 276a- 7)

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics shall be considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled "Apprentices and Trainees." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination including any additional classification and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible

place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator of the Wage and Hour Division, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator of the Wage and Hour Division, or an authorized representative, will issue a determination within 30 days of receipt

and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2) or (b)(3) of this clause, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(e) Paragraphs (a) through (d) of the clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act, or (2) a subcontract also subject to the Davis-Bacon Act under such prime contract.

2. Contract Work Hours and Safety Standards Act—Overtime Compensation (40 U.S.C. 327-333)

This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in

any workweek in which he or she is employed on such work to work in excess of 8 hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day for which such individual was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (a) of this clause.

(d) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (d) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provision set forth in paragraphs (a) through (d) of this clause.

3. Apprentices and Trainees

(a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or here first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance

with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less

than the applicable wage rate on the wage determination of the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Payrolls and Basic Records

(a) Payrolls and basic records relating hereto shall be maintained by the contractor during the course of the work and preserved for a period of 3 years hereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types prescribed in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under paragraph (d) of the clause entitled "Davis-Bacon Act" that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs

and certification of trainee programs, the registration of the apprenticeships and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. The information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents, Government Printing Office. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accomplished by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause entitled "Payrolls and Basic Records" and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and subcontractors shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. Compliance with Copeland Act Requirement

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Withholding

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of

1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding," "Subcontracts," "Contract Termination-Debarment," "Disputes Concerning Labor Standards," "Compliance With Davis-Bacon and Related Act Requirements," and "Certification of Eligibility," and such other clauses as the Contracting Officer may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited above.

8. Contract Termination; Debarment

A breach of the contract clauses entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Subcontracts," "Compliance with Davis-Bacon and Related Act Requirements," and "Certification of Eligibility," may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general

disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

11. Certification of Eligibility

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SUPERSIZES DECISION

STATE: Utah
 DECISION NUMBER: UT83-5120
 DATE: September 30, 1983
 SUPERSEDES DECISION NO. UT83-5108 dated March 15, 1983, in 48 FR 12651.
 DESCRIPTION OF WORK: Building Projecta (does not include single family homee and apartmenta up to and including 4 storiea), Heavy and Highway Projecta

COUNTY: Statawida

	Basic Hourly Rates	Fringe Benefits	Basic Hourly Rates	Fringe Benefits
ASBESTOS WORKERS	\$16.80	\$3.35	\$16.90	\$2.41
BOILERMAKERS	15.91	3.96		
BRICKLAYERS: Industrial (power plants, Refinariae, Sheltera and Projecta)	13.25	1.57		
Industrial Refractory	10.00	1.57		
ALL Other work				
CARPENTERS: Building Construction:				
Carpenters	13.25	2.35		
Saw Operators	12.90	1.95		
Scaffold Builder	13.15	1.95		
Millwrighta	13.90	1.95		
Piledrivermen	18.79	1.95		
Heavy and Highway Construction:				
Zone 1:				
Carpenters	14.73	2.35		
Saw Operators; Carpenters handling creosote materiala	14.98	2.35		
Piledrivermen	18.79	1.95		
Zone 2:				
Carpenters	17.23	2.35		
Saw Operators; Carpenters handling creosote materiala	17.48	2.35		
Piledrivermen	18.79	1.95		
CEMENT MASONS: Building Construction:				
Cement Masona	12.14	2.02		
Machine Operator; Mastic Floor Materiala	12.54	2.02		
Heavy and Highway Construction:				
Zone 1:				
Cement Masons	14.40	2.41		
Machine Operator; Mastic Floor Materiala	14.65	2.41		

CEMENT MASONS: (Cont'd)
 Heavy and Highway Construction: (Cont'd)
 Zone 2:
 Cement Masons
 Machine Operator; Mastic Floor
 Materiala
 DRYWALL INSTALLERS:
 Taping, finishing and texturing (hand or machine)
 Area 1:
 Zone 1:
 Electriciana;
 Technicians
 Cable Splicers

Zone 1 and 1A:
 Electriciana;
 Technicians
 Cable Splicers

Zone 1B:
 Electriciana;
 Technicians
 Cable Splicers

Zone 1C:
 Electriciana;
 Technicians
 Cable Splicers

Zone 2:
 Electriciana;
 Technicians
 Cable Splicers

ELEVATOR CONSTRUCTORS:
 Mechanice
 Helpers
 Probationary Helpers
 GLAZIERS:
 Area 1
 Area 2
 IRONWORKERS:
 Fence Erectora; Ornamental; Reinforcing; Structural

DECISION NO. UT83-5120
 ELECTRICIANS: (Cont'd)
 Area 1: (Cont'd)
 Zone 4:
 Electriciana;
 Technicians
 Cable Splicers

Page 2

LINE CONSTRUCTION WORKERS:
 Groundman

	Basic Hourly Rates	Fringe Benefits	Basic Hourly Rates	Fringe Benefits
Line Equipment Serviceman	\$20.05	\$2.00+ 3-8/10%	\$11.65	\$1.15+ 3-1/4%
Line Equipment Mechanic	18.50	2.00+ 3-8/10%	14.32	1.15+ 3-1/4%
Line Equipment Operator			14.32	1.15+ 3-1/4%
Right-of-Way			15.30	1.15+ 3-1/4%
Line Equipment Operator			14.56	1.15+ 3-1/4%
Linenen			16.17	1.15+ 3-1/4%
Cable Splicers			17.81	1.15+ 3-1/4%
MARBLE SETTERS	18.35	2.50+ 3-8/10%	12.02	1.59
MASON TENDERS:				
Commercial	18.85	2.50+ 3-8/10%	8.10	1.05
Industrial (Power Planta, Refinariae, Smeltera)			12.02	1.05
PAINTERS: Area 1: Brush; Roller Spray; Sandblast; Steeplejack; Brush, steel and bridge; Brush (swing atage) Spray (swing atage) Sandblaster (swing atage); Spray, steel and bridge	19.10 19.60 19.85 20.35	2.50+ 3-8/10% 2.50+ 3-8/10%	11.92 12.17 12.37	1.36 1.36 1.36
Area 2: Brush; Roller Brush (swing Stage); Brush (steel and bridge); Spray, Sandblast; Steeplejack Spray (swing atage); Spray (steel and bridge); Sandblaster (swing atage)	22.35 22.85	2.50+ 3-8/10%	12.90 13.20	1.23 1.23
Area 3: Mechanice Helpers Probationary Helpers GLAZIERS: Area 1 Area 2 IRONWORKERS: Fence Erectora; Ornamental; Reinforcing; Structural	15.78 11.05 7.89 19.23 13.20 13.20 15.35	3.00+ 3.00+ 3.00+ 1.23 1.31 3.15	13.45 13.15 12.10 13.44 16.28 14.03 15.60 15.92 12.02	1.23 1.23 .85 1.30 2.46 1.02 2.67 2.83 1.59

Heavy construction rates apply to this project.

DECISION NO. UT83-5120 Cont'd		Page 3		Page 4	
Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
LABORERS:		POWER EQUIPMENT OPERATORS: (Cont'd)		TRUCK DRIVERS: (Cont'd)	
Building Construction:		Heavy and Highway Construction: (Cont'd):		Transit Mix Trucks:	
Group 1	\$8.92	Group 4	\$14.65	Less than 8 cu. yds.	\$15.125
Group 2	9.92	Group 5	15.11	Over 8 to 14 cu. yds.	15.225
<u>FRINGE BENEFITS:</u>		<u>FRINGE BENEFITS:</u>		<u>FRINGE BENEFITS:</u>	
\$1.44		\$5.87		\$4.59	
Heavy and Highway Construction:		Steel Erection:		Concrete Pumping Trucks:	
Group 1	\$11.67	Group 1	14.79	Water, Fuel and Oil Trucks:	\$15.125
Group 2	11.80	Group 2	15.33	Less than 1200 gallons	14.775
Group 3	11.92	Group 3	16.81	1200 gallons to less than 2500 gallons	14.90
Group 4	12.17	Group 4	17.00	2500 gallons to less than 4000 gallons	15.05
Group 5	12.67	Group 4-A	17.46	4000 gallons to less than 6000 gallons	15.35
Tunnel and Shaft Work:		Group 5	18.18	6000 gallons to less than 10,000 gallons	15.60
Group 1	11.82	Group 6	18.79	10,000 gallons to less than 15,000 gallons	15.85
Group 2	11.92	Group 7	19.23	15,000 gallons to less than 20,000 gallons	16.10
Group 3	12.12	Group 8	19.65	20,000 gallons to less than 25,000 gallons	16.35
Group 4	12.57	Group 9	21.15	25,000 gallons and over	16.60
<u>FRINGE BENEFITS:</u>		<u>FRINGE BENEFITS:</u>		<u>FRINGE BENEFITS:</u>	
\$2.19		\$5.87		\$4.59	
POWER EQUIPMENT OPERATORS:		Filed Driving:		Oiler Spreader Operator where Boot Man is not required	
Building Construction:		Group 1	10.78	Fork Lift, Straddle Truck	
Group 1	11.17	Group 1-A	14.12		
Group 2	11.37	Group 1-B	14.61		
Group 3	11.48	Group 2-A	14.90		
Group 4	11.99	Group 2-B	14.90		
Group 5	12.16	Group 2-C	15.68		
Group 6	12.28	Group 2-D	15.98		
Group 7	12.61	Group 3	16.20		
Group 8	12.68	Group 3-A	16.41		
Group 9	12.84	Group 4	17.04		
Group 10	13.02	Group 5	17.82		
Group 11	13.51	Group 6	18.08		
Group 12	14.47	Group 6	19.71		
Group 13	14.96	<u>FRINGE BENEFITS:</u>		<u>FRINGE BENEFITS:</u>	
Group 14	15.24	\$4.585		\$4.59	
Group 15		Heavy and Highway Construction:			
		Group 1	14.01		
		Group 2	14.36		
		Group 3	14.54		
			16.51		
			16.86		
			17.04		

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental

FOOTNOTE:

- a. Employer contributes 8% of basic hourly rate for 5 years' service and 6% of basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit. 7 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day

AREA and ZONE DESCRIPTIONS

ELECTRICIANS:

Area 1: North section of Utah - Box Elder and Cache Counties; Davis County (north of 41st Parallel); Morgan, Rich, and Weber Counties:

Zone 1: That area 10 miles on either side of Interstate Highway #15, commencing on the south at the 41st Parallel in Davis County, continuing north to Highway #91 - Interstate #15 junction south of Brigham City; at this point go east and north through Logan and continue north to the 42nd Parallel in Cache County on Highway #91

Zone 2: That area not included in Zone 1 that lies east of 112°20' longitude in Box Elder County and that area lying west of 111°35', north of the 41st Parallel in Cache, Morgan, Weber Counties

Zone 3: That area lying east of 111°35' longitude and north of the 41st Parallel in Cache, Morgan, Rich, Weber Counties; also the area in Box Elder County lying west of 112°20' longitude and north and east of Utah Highway #83

Zone 3A: That area from a point 2 miles north of Center Street in Smithfield to the Utah-Idaho State Line and 10 miles east and west from Highway #91

Zone 4: All other area west of Zones 3 and 3A in Box Elder County

Area 2: South section of Utah (Remaining Counties):

Zone 1: Davis County (south of 41st Parallel); Salt Lake County; Tooele County (northeast corner beginning at a point where the township line between Township 3 south and Township 4 south, Salt Lake Base Meridian, intersects the east boundary line of Tooele County and thence west along said township line to the southwest corner of Section 32, Township 3 south, Range 4 west, Salt Lake Base Meridian, thence north to the northwest corner of Section 17 of Township 3 south, Range 4 west, thence west to longitude 112°50' thence north along the line of longitude 112°50' to the north line of Tooele County); Utah County (north of 40th Parallel):

AREA and ZONE DESCRIPTIONS (Cont'd)

ELECTRICIANS: (Cont'd)

Area 2: (Cont'd)

Zone 1A: Ten miles either direction (east or west) from Interstate Highway #15, bounded on the north by the 41st Parallel and on the south by the 40th Parallel

Zone 1B: The balance of Zone 1 that lies in Davis, Salt Lake, and Utah Counties

Zone 1C: That portion of the remainder of Zone 1 that lies in Tooele County

Zone 2: Remainder of Counties and all portions of Counties not included in Zone 1 of the south section of Utah

GLAZIERS:

Area 1: Iron and Washington Counties

Area 2: Remaining Counties

PAINTERS:

Area 1: Box Elder, Cache, and Rich Counties; and the following Counties north of an east-west line from the north boundary of Farmington: Davis, Morgan, Summit, Tooele, and Weber Counties

Area 2: Remainder of State

LABORERS

Building Construction

Group 1: Laborers

Group 2: Powdermen and Drillers

Heavy and Highway Construction

Group 1: General Laborers

Group 2: Asphalt Raker; Sandblast pot Tender; Gunite Nozzleman; Concrete Pump Head Hoseman; Signalman and Dumpman on concrete construction

Group 3: Work of all types using cutting torch; Operators of gaso-line, electric or pneumatic tools (e.g., Compressor, Compactor, Jackhammer, Vibrator, Concrete Saw, Chain Saw and Concrete Cutting Torch); Pipelayer; Laser Instrument Operator; Refinery Tank and Vessel Cleaner; Sandblaster

Group 4: Air Track and similar Drills

Group 5: Powderman

POWER EQUIPMENT OPERATORS (Cont'd)

Building Construction (Cont'd)

Group 8: Chicago Boom (including Stiff Leg and Sheer Pole); Concrete Batch Plant (multiple units); Loader Operator (over 2 cu. yds. up to and including 5 cu. yds. struck M.R.C.); Self-propelled boom type Lifting Device (center mount) (10 ton capacity or less M.R.C.)

Group 9: Heavy Duty Repairman or Welder; Tractor Operator (Bulldozer or tractor-drawn Scraper or drag-type Shovel or Boom Attachment, larger than D-7 or similar)

Group 10: Motor Patrol

Group 11: Loader Operator (over 5 cu. yds. up to and including 12 cu. yds. struck M.R.C.); Universal Equipment Operator (Shovel, Backhoe, Dragline, Derrick, Derrick Barge, Clamshell, Crane, Grade-all, etc.) (up to and including 5 cu. yds. struck M.R.C.); Self-propelled boom type Lifting Device (center mount); Tower Crane (linden type or similar designs and capacity)

Group 12: Remote Controlled (over 12 cu. yds. struck M.R.C. up to 18 cu. yds. M.R.C.)

Group 13: Loader Operator (over 12 cu. yds. struck M.R.C. up to 18 cu. yds. M.R.C.)

Group 14: Operator of Helicopter (when used in erection work)

Group 15: Cranes over 125 tons

Heavy and Highway Construction

Group 1: Assistant to Engineer; Brakeman - Locomotive; Elevator Operator; Fireman; Asphalt Plant Fireman; Hydraulic Monitor; Material Loader or Conveyor Operator; Partsman - field; Repairman Tender - field

Group 2: Boxman, asphalt plant; Air Compressor Operator; Concrete Mixer Operator (skip type); Concrete Pump or Pumpcrete Gun Operator; Engineer, Dinky Operator; Generator Operator (100 KW or over); Mixer Box Operator or similar (concrete or asphalt plant continuous mix); Pump Operator; Screedman; Self-propelled, automatically applied concrete curing machine (on streets, highways, airports and canals); Truck Crane Oiler (Assistant to Engineer)

Group 3: Ballast Jack Tamper; Ballast Regulator; Ballast Tamper, multiple purpose; Front End Loader (up to and including 1 cu. yd. struck M.R.C.); Hoist Operator, 1 drum Line Master; Slip Form Pumps

LABORERS (Cont'd)

Tunnel and Shaft Work

Group 1: Underground Laborers

Group 2: Brakeman; Chucktender; Dumpman; Powderman Tender; Puddler; Nipper; Tapman; Vibrator; Screedman

Group 3: Cutting Machine Operator; Drill Doctor; Finisher; Gunite Gunman; Miner; Powder Makeup Man; Spader and Tugger; Steelman; Gunite Groundman; Gunite Nozzleman; Gunite Rodman; Concrete Head Hoseman

Group 4: Shifter

POWER EQUIPMENT OPERATORS

Building Construction

Group 1: Assistant to Engineer; Elevator Operators; Hydraulic Monitor; Material Loader or Conveyor Operators

Group 2: Air Compressor Operator; Concrete Mixer Operator (skiptype); Concrete Pump or Pumpcrete Gun Operator; Generator Operator (100 KW or over); Mixer Box Operator or similar (concrete or asphalt plant continuous mix); Pump Operator; Truck Crane Oiler

Group 3: Front End Loader (up to and including 1 cu. yd. struck M.R.C.); Hoist Operator - 1 drum; Slip Form Pumps

Group 4: Air Compressor Operator (2 or more compressors); Signalman; Small Rubber-tired tractor; Small self-propelled Pneumatic Rollers; Towermobile Operator; Welding Machine (2 or more); Concrete Conveyor, building site

Group 5: A-Frame Truck and Tugger Hoist; Fork Lift (construction job site); Kolman Loader and similar; Loader Operator (over 1 cu. yd. to and including 2 cu. yds. struck M.R.C.); McGinnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Mixermobile Operator; Ross Carrier or similar type; Small rubber-tired tractor (with attachments, including Backhoe); Small rubber-tired Trenching Machine; Small Tractor with boom; Gradesetter

Group 6: Bridge Crane; Concrete Mixer Operator (paving or batch plant); Drilling Machine Operator (Well or Diamond); Dual Drum Mixers; Hoist Operator - 2 drums; Lull High-lift (40 ft. or similar); Roller Operator or self-propelled Compactors; Tractor Operator (Sheep's Foot and compacting equipment); Trenching Machine; Concrete Conveyor or Concrete Pump, truck or equipment mounted (boom length to apply); Self-propelled Compactor with or without Dozer

Group 7: Tractor Operator (Bulldozer or tractor-drawn Scraper or drag-type Shovel or boom attachment, up to and including D-7 or similar)

POWER EQUIPMENT OPERATORS (Cont'd)

Heavy and Highway Construction (Cont'd)

Group 4: Batch Operator (asphalt plant); Air Compressor Operator (2 or more compressors); Concrete Conveyor, building site; Lube and Service Engineer (mobile and grease rack); Motorman; Pavement Breaker Operator (Emsco and similar type); Shuttlecar; Signalman; Slurry Seal Machine or similar; Small rubber-tired tractor; Small self-propelled pneumatic rollers; Towernobile Operator; Welding Machine (2 or more)

Group 5: A-Frame Truck and Tugger Hoist; Concrete Saws (self-propelled unit on streets, highways, airports and canals); Engineer - Locomotive Forklift (construction jobsite); Grader; Kolman Loader (and similar); McGinnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Mixermobile Operator; Pipe Bending Machine Operator; Pipe Cleaning Machine; Pipe Wrapping Machine; Power Jumbo Operator (setting slip forms, etc., in tunnels); Road Mixing Machine Operator; Ross Carrier or similar type; Small rubber-tired Trenching Machine; Small rubber-tired tractor (with attachments, including Backhoe; Small tractor with boom; Surface Heater (self-propelled); Loader Operator (over 1 cu. yd. up to and including 2 cu. yds. "struck M.R.C.)

Group 6: Bridge Crane; Chip Box Spreader (Flaherty type and similar); Concrete Conveyor or Concrete Pump, truck or equipment mounted, boom length to apply; Concrete Mixer Operator (paving or batch plant); Concrete Pipe Floater Operator; Deck Engineer (Marine); Drilling Machine Operator (Well or Diamond); Drilling and boring Machinery, horizontal and vertical (not to apply to waterliners, wagon drills, or jack hammers); Dual Drum Mixers; Elevating Grader Operator; Fuller Kenyon Pump and similar types; Heavy Duty Rotary Drill Rigs (such as Quarry Master, Joy Drills or equal); Hoist Operator - 2 drums; Lull High-lift (40 ft. or similar); Mechanical Bump, Curb and/or Curb and Gutter Machine, concrete or asphalt; Mechanical Finisher Operator (asphalt or concrete); Mine or Shaft Hoist; No-joint Pipe Laying Machine; Pavement Breaker; Pavement Breaker with Compressor combination; Refrigeration Plant; Roller Operator mounted, Compressor combination; Refrigeration Plant; Roller Operator or self-propelled Compactor; Self-propelled Compactor (with multiple-propulsion power units); Self-propelled Pipeline Wrapping Machine Per-ault, CRC, or similar types); Self-propelled Compactor with or without Dozer; Slusher Operator; Tractor Operator (Sheep's Foot and Compacting Equipment); Tractor Compressor Drill Combination; Trenching Machine

Group 6-A: Side Boom Operator; Tractor Operator (Bulldozer or Tractor-drawn Scraper or Drag-type Shovel or Boom Attachment, up to and including D-7 or similar)

POWER EQUIPMENT OPERATORS (Cont'd)

Heavy and Highway Construction (Cont'd)

Group 7: Asphalt Plant Engineer; Chicago Boom (including Stiff Leg and Sheer Pole); Combination Backhoe and Loader (3/4 cu. yds. or over M.R.C.); Combination Slusher and Motor Operator; Concrete Batch Plant (multiple units); Do-more Loader and Adams Elegrader; Engineer, Crushing Plant; Euclid Loader and similar types; Loader Operator (over 2 cu. yds. up to and including 6 cu. yds. "struck M.R.C.); Koehring Skooper (or similar) (up to 5 cu. yds. "struck M.R.C.); Mechanical Trench Shield; Mucking Machine Operator Rubber-tired Scrapers (under 35 cu. yds. "struck M.R.C.); Saurman type Dragline (under 5 cu. yds. "struck M.R.C.); Self-propelled Boom-type lifting device (center mount) (10-ton capacity or less M.R.C.); Self-propelled Elevating Grade Plane; Soil Stabilizer (P & H or equal); Tri Batch Paver; Tunnel Mole (or similar)

Group 7-A: Heavy Duty Repairman or Welder; Tractor Operator (Bulldozer or Tractor-drawn Scraper or Drag-type Shovel or boom attachment, larger than D-7 or similar); Rubber-tired Dozer

Group 8: Combination Mixer and Compressor (gunitite); Highline Cableway Signalman; Motor Patrol; Tower Crane (Linden type or similar designs and capacity); D-10, Komatsu 455 and over

Group 9: DW-10, 20, etc. (Tandem Scrapers); Loader Operator (over 6 cu. yds. up to and including 12 cu. yds. "struck M.R.C.); Highline Cableway Operator; Lift Slab Machine (Vagtborg and similar types); Locomotive (over 100 tons) (single or multiple units); Prestress Wire Wrapping Machine; Saurman-type dragline (5 cu. yds. and over "struck M.R.C.); Self-propelled boom-type lifting device (center mount) (over 10 tons up to and including 25 tons); Tractor (Tandem Scrapers); Universal Equipment Operator (Shovel, Backhoe, Dragline, Derrick, Detrick Barge, Clamshell, Crane, Grader-all, etc.) (up to and including 5 cu. yds. "struck M.R.C.); Hydraulic Backhoe, tractor mounted, rubber tired, ext., 3/4 yd. and over

Group 10: Automatic Concrete Slip Form Paver; Koehring Skooper (or similar) (5 cu. yds. and over "struck M.R.C.); Multiple-propulsion Power Unit Earthmovers (up to and including 75 cu. yds. "struck M.R.C.); Power Equipment with shovel-type controls (over 5 cu. yds. up to and including 7 cu. yds. "struck M.R.C.); Remote-controlled Cranes and Derricks; Rubber-tired Scrapers (35 cu. yds. and over "struck M.R.C.); Self-propelled Boom-type lifting device (center mount) (over 25 tons M.R.C.); Slip Form Paver (concrete or asphalt); Sub-grader (automatic Sub-grader - Fine Grader, CMI or similar); Tandem Tractors; Tower Cranes Mobile

POWER EQUIPMENT OPERATORS (Cont'd)

PILEDRIVING

- Group 1: Deckhand; Fireman; Oiler
- Group 1-A: Compressor Operator
- Group 1-B: Truck Crane Oiler (Assistant to Engineer)
- Group 2-A: Operator of Tugger Hoist (hoisting material only)
- Group 2-B: Forklift Operator
- Group 2-C: Compressor Operator (over 2); Generator; Pumps; Welding Machine (powered other than by electricity)
- Group 2-D: A-Frames
- Group 3: Deck Engineer; Self-propelled boom-type lifting device (center mount) (10 ton capacity or less M.R.C.)

Group 3-A: Heavy Duty Repairman and/or Welder

- Group 4: Operator of Piledriving Rigs, skid or floating and Derrick Barges; Operator of diesel or gasoline powered Crane Piledriver (without boiler) (up to and including 1 cu. yd. rating); Truck Crane Operator (up to and including 25 tons) (hoisting material only); Operating Engineer in lieu of Assistant to Engineer tending boiler or compressor attached to Crane Piledriver; Self-propelled boom-type lifting device (center mount) (over 10 tons up to and including 25 tons)
- Group 5: Operator of diesel or gasoline powered Crane Piledriver (without boiler) (over 1 cu. yd. rating); Operator of Crane (with steam, flash boiler, pump or compressor attached); Operator of steam powered Crawler or Universal type Driver (Raymond or similar type); Truck Crane Operator (over 25 tons) (hoisting material or performing piledriving work); Self-propelled boom-type lifting device (center mount) (over 25 tons)
- Group 6: Cranes (over 125 tons)

UNDERGROUND and SHAFT WORK:

- Underground Work: Employees working underground shall receive \$0.30 per hour in addition to their straight-time hourly rate.
- Shaft Work: Employees working within Shafts, Stopes and Raises shall receive \$0.50 per hour in addition to their straight-time hourly rate

POWER EQUIPMENT OPERATORS (Cont'd)

Heavy and Highway Construction (Cont'd)

- Group 10-A: Loader Operator (over 12 cu. yds. "struck" M.R.C. up to 18 cu. yds. M.R.C.); Multi-purpose Earthmoving Machines (2 or more scrapers) (over 75 cu. yds. "struck" M.R.C.); Power Shovels and Draglines (over 7 cu. yds. "struck" M.R.C.); Holland Loader (60" belt)
- Group 10-B: Operator of Helicopter (when used in erection work); Loader (18 cu. yds. and over)
- Group 11: Cranes over 125 tons

STEEL ERECTION

- Group 1: Assistant to Engineer (Oiler)
- Group 2: Compressor Operator; Generator, gasoline or diesel driven (100 KW or over) (Structural steel or tank erection only); Assistant to Engineer (truck crane oiler)
- Group 3: Compressors, Generators and/or Welding Machines or combination (2 to 6) (structural steel or tank erection only); Deck Engineer; Forklift; Signalman (using mechanical equipment)
- Group 4: Heavy Duty Repairman; Tractor Operator
- Group 4-A: Combination Heavy Duty Repairman - Welder
- Group 5: Dual Purpose A-frame or Boom Truck; Boom Cat; Chicago Boom; Crawler Cranes and Trucks Cranes (15 tons M.R.C. or less); Single drum Hoist; Self-propelled boom-type lifting device (center mount) (10 ton capacity or less M.R.C.); Tugger Hoist; Overhead Cranes (15 tons M.R.C. or less)
- Group 6: Crawler Cranes and Trucks Cranes (over 15 tons M.R.C.); Cary Lift, Campbell or similar; Derricks; Gantry Rider (or similar equipment); Highline Cableway; Two or more drum Hoist; Self-propelled boom-type lifting device (center mount) (over 10 tons up to and including 25 tons); Tower Cranes Mobile (including rail mounted); Universal Liebherr and Tower Cranes (and similar types); Overhead Cranes (over 15 tons M.R.C.)
- Group 7: Self-propelled boom-type lifting device (center mount) (over 25 tons)
- Group 8: Cranes (over 125 tons)
- Group 9: Operator of Helicopter

AREA DESCRIPTIONS

HEAVY and HIGHWAY CONSTRUCTION
Carpenters, Cement Masons, and Laborers

BUILDING, HEAVY and HIGHWAY CONSTRUCTION
Power Equipment Operators and Truck Drivers

AREA 1: All area included in the description defined below, which is based upon township and range lines as referenced to the Salt Lake City Base and Meridian:

Commencing at the intersection of the Utah/Nevada border and the Southerly line of township 35 south;
Thence easterly to the S.E. corner of township 35 south, range 17 west;
Thence northerly to the S.E. corner of township 34 south, range 17 west;
Thence easterly to the S.E. corner of township 34 south, range 16 west;
Thence northerly to the S.E. corner of township 30 south, range 16 west;
Thence easterly to the S.E. corner of township 30 south, range 15 west;
Thence northerly to the S.E. corner of township 25 south, range 15 west;
Thence easterly to the S.E. corner of township 25 south, range 14 west;
Thence northerly to the S.E. corner of township 24 south, range 14 west;
Thence easterly to the S.E. corner of township 24 south, range 13 west;
Thence northerly to the S.E. corner of township 23 south, range 13 west;
Thence easterly to the S.E. corner of township 23 south, range 12 west;
Thence northerly to the S.E. corner of township 18 south, range 12 west;
Thence easterly to the S.E. corner of township 18 south, range 11 west;
Thence northerly to the S.E. corner of township 16 south, range 11 west;
Thence easterly to the S.E. corner of township 16 south, range 10 west;
Thence northerly to the S.E. corner of township 15 south, range 10 west;
Thence easterly to the S.E. corner of township 15 south, range 9 west;
Thence northerly to the S.E. corner of township 14 south, range 9 west;

AREA DEFINITIONS (Cont'd)

AREA 1: (Cont'd)

Thence easterly to the S.E. corner of township 14 south, range 8 west;
Thence northerly along the easterly line of range 8 west, crossing the Salt Lake Base Line to the intersection of the easterly line of range 8 west and the northerly border of Utah;
Thence easterly along the northerly border of Utah crossing the Salt Lake Meridian to the Utah/Idaho/Wyoming border;
Thence southerly along the Utah/Wyoming border;
Thence easterly along the Utah/Wyoming border to the intersection of the Utah/Wyoming border and Longitude 111 degrees west;
Thence southerly along Longitude 111 degrees west crossing the Salt Lake Base Line to the intersection of Longitude 111 degrees west and the southerly line of township 4 south;
Thence easterly along the southerly line of township 4 south to the S.E. corner of township 4 south, range 17 east;
Thence northerly to the S.E. corner of township 1 south, range 17 east;
Thence easterly along the southerly line of township 1 south to the intersection of the Utah/Colorado border;
Thence southerly along the Utah/Colorado border to the intersection of the Utah/Colorado border and the southerly line of township 7 south;
Thence westerly along the southerly line of township 7 south to the S.W. corner of township 7 south, range 20 east;
Thence southerly to the S.E. corner of township 8 south, range 19 east;
Thence westerly along the southerly line of township 8 south to the S.E. corner of township 8 south, range 12 east;
Thence southerly along the easterly line of range 12 east to the S.E. corner of township 20 south, range 12 east;
Thence westerly along the southerly line of township 20 south to the S.E. corner of township 20 south, range 3 east;
Thence southerly along the easterly line of range 3 east to the S.E. corner of township 27 south, range 3 east;
Thence westerly to the intersection of the southerly line of township 27 south and the Salt Lake Meridian, thence southerly along the Salt Lake Meridian to the intersection of the Salt Lake Meridian and the southerly line of township 39 south;
Thence westerly crossing the Salt Lake Meridian to the S.E. corner of township 39 south, range 2 west;

AREA DEFINITIONS (Cont'd)

AREA 1: (Cont'd)

Thence southerly to the S.E. corner of township 41 south, range 2 west;
 Thence westerly to the S.E. corner of township 41 south, range 3 west;
 Thence southerly along the easterly line of range 3 west to the Utah/Arizona border;
 Thence westerly along the Utah/Arizona border to the Utah/Arizona/Nevada border;
 Thence northerly along the Utah/Nevada border to the point of beginning. Commencing at the intersection of the Utah/Colorado border to the southerly line of township 34 south;
 Thence westerly to the S.W. corner of township 34 south, range 21 east;
 Thence northerly to the S.E. corner of township 29 south, range 21 east;
 Thence westerly to the S.W. corner of township 29 south, range 19 east;
 Thence northerly to the N.W. corner of township 23 south, range 19 east;
 Thence easterly to the N.W. corner of township 23 south, range 22 east;
 Thence northerly to the N.W. corner of township 21 south, range 22 east;
 Thence easterly to the N.E. corner of township 21 south, range 24 east;
 Thence southerly to the N.E. corner of township 31 south, range 24 east;
 Thence easterly along the northerly line of township 31 south, to the Utah/Colorado border;
 Thence southerly along the Utah/Colorado border to the point of beginning.

AREA 2: All areas not included in Area 1 as defined.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(i))

DECISION NO. UT83-5120 - MOD. #1 (48 FR 44992 - Sept. 30, 1983) Statewide, Utah	Basic Hourly Rates	Fringe Benefits
CHANGE: IRONWORKERS: Fence Erectors; Ornamental; Reinforcing; Structural	15.65	3.25

DECISION NO. UT83-5120 - MOD. #2 (48 FR 44992 - September 30, 1983) Statewide, Utah	Basic Hourly Rates	Fringe Benefits
Change: Power Equipment Operators: Heavy and Highway Construction: Group 1 Group 2 Group 3 Group 4 Group 5 Group 6 Group 6-A Group 7 Group 7-A Group 8 Group 9 Group 10 Group 10-A Group 10-B Group 11 FRINGE BENEFITS: \$5.97	15.72 16.07 16.25 16.36 16.82 16.97 17.08 17.38 17.44 17.50 17.66 18.10 19.06 19.51 19.67	18.72 19.07 19.25 19.36 19.82 19.97 20.08 20.38 20.44 20.50 20.66 21.10 22.06 22.51 22.67

DECISION NO. UT83-5120 - Mod. #1
(48 FR 4492 - September 30, 1983)
Statewide, Utah

Omit:	Basic Hourly Rates	Fringe Benefits
ELECTRICIANS: Area 2 All Zones, Wage Rates and Classifications		
Add:		
ELECTRICIANS: Area 2 Electricians; Tech- nicians	\$16.25	2.50+ 3.84
Cable Splicers	16.75	2.50+ 3.84

DECISION NO. UT83-5120 - Mod. #4
(48 FR 4492 - September 30, 1983)
Statewide, Utah

Change:	Basic Hourly Rates	Fringe Benefits
ELECTRICIANS: Cable Splicers	\$20.30	\$2.00+ 3-8/10+

DECISION NO. UT83-5120 - Mod. #5
(48 FR 4492 - September 30, 1983)
Statewide, Utah

Change:	Basic Hourly Rates	Fringe Benefits
POWER EQUIPMENT OPERATORS HEAVY AND HIGHWAY CONSTRUCTION: FRINGE BENEFITS		\$6.16

DECISION NO. UT83-5120 - Mod. #6
(48 FR 4492 - September 30, 1983)
Statewide, Utah

Omit:	Basic Hourly Rates	Fringe Benefits
POWER EQUIPMENT OPERATORS: Piledriving; All classifications and wage rates under Groups 2-C and 2-D		
Add:		
POWER EQUIPMENT OPERATORS: Piledriving; Group 2-C: A-Frames Operator (over 2); Generator; Pumps; Welding Machine - (powered other than by electricity)	\$15.98	\$5.87
	16.20	5.87

DECISION NO. UT83-5120 -
Mod. #7
(48 FR 4492 - September
30, 1983)
Statewide, Utah

Change:	Basic Hourly Rates	Fringe Benefits
IRONWORKERS: Fence Erectors; Structural; Ornamental; Reinforcing	\$16.65	\$3.35

DECISION NO. UT83-5120 -
Mod. #8
(48 FR 4492 - September
30, 1983)
Statewide, Utah

Change:	Basic Hourly Rates	Fringe Benefits
ELECTRICIANS: Cable Splicers in Modification No. 4, published in the Fed- eral Register dated 3-23-84, Vol. 49, No. 58, Page 11061 to read: ELECTRICIANS: Area 1: Zone 4: Cable Splicers	\$20.30	\$2.00+ 3-8/10+

DECISION NO. UT83-5120 -
Mod. #9
(48 FR 4492 - September
30, 1983)
Statewide, Utah

Change:	Basic Hourly Rates	Basic Hourly Rates
LABORERS: Building Construction: Group 1 Group 2	\$9.27 10.27	
FRINGE BENEFITS: \$2.09		
Heavy and Highway Construction:		Area 1 Area 2
Group 1		\$11.47 \$14.97
Group 2		11.60 14.60
Group 3		11.72 14.72
Group 4		11.97 14.97
Group 5		12.47 15.47
Tunnel and Shaft Work:		
Group 1		11.62 14.62
Group 2		11.72 14.72
Group 3		11.92 14.92
Group 4		12.37 15.37
FRINGE BENEFITS: \$2.34		

DECISION NO. UT83-5120 - Mod. # 10
 (48 FR 44992 - September 30, 1983)
 Statewide, Utah

Change:	Basic Hourly Rates	Fringe Benefits	DECISION NO. UT83-5120 Mod. # 10 (Cont'd)	Basic Hourly Rates	Fringe Benefits
BOILERMAKERS	\$16.41	4.25		\$11.30	\$1.50+ 3-1/4%
BRICKLAYERS:			LINE CONSTRUCTION:		
Industrial (power plants,			Groundman	14.47	1.50+ 3-1/4%
Refineries, Smelters	14.35	1.57	Line Equipment	14.47	1.50+ 3-1/4%
and Industrial Refrac-	11.10	1.57	Serviceman	15.50	1.50+ 3-1/4%
tory Projects)			Line Equipment Mechanics:		
All other work			Base Shop	14.71	1.50+ 3-1/4%
CARPENTERS:			Right of Way	16.57	1.50+ 3-1/4%
Building Construction:	13.25	2.35	Line Equipment Operators	18.26	1.50+ 3-1/4%
Carpenters	13.50	2.35	Lineman	16.33	3.03
Saw Operators	13.75	2.35	Cable Splicers		
Scaffold Builder	14.55	2.35	PLUMBERS: Pipefitters		
Millwrights	19.38	2.35	Truck Drivers:		
Piledrivers			Fringe Benefits		\$4.84
Heavy and Highway					
Construction:					
Zone 1:	14.98	2.35			
Carpenters					
Saw Operators; Car-					
penters handling	15.23	2.35			
creosote materials	19.38	2.35			
piledrivers					
Zone 2:	17.48	2.35			
Carpenters					
Saw Operators; Car-					
penters handling	15.23	2.35			
creosote materials	19.38	2.35			
piledrivers					
CEMENT MASONS:					
Building Construction:					
Cement Masons	13.40	2.35			
Machine Operator; Mastig					
Floor Materials	13.65	2.35			
ELEVATOR CONSTRUCTORS:					
Mechanics	15.95	3.29*			
Helpers	11.165	3.29*			
Probationary Helpers	7.975				
GLAZIERS	14.12	1.71			

DEFINITION OF WAGE RATES

BUILDING CONSTRUCTION

Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities, and paving. Additionally, such structures need not be "habitable" to be building construction. The installation of heavy machinery and/or equipment does not generally change the project's character as a building.

Examples:

Alterations and additions to buildings
Apartment buildings (5 stories and above)
Arenas (enclosed)
Auditoriums
Automobile parking garages
Banks and financial buildings
Barracks
Churches
City halls
Civic centers
Commercial buildings
Court houses
Detention facilities
Dormitories
Farm buildings
Fire stations
Hospitals
Hotels
Industrial buildings
Institutional buildings
Libraries
Mausoleums
Motels
Museums
Nursing and convalescent facilities
Office buildings
Out-patient clinics
Passenger and freight terminal buildings
Police stations
Post offices
Power plants
Prefabricated buildings

Remodeling buildings
Renovating buildings
Repairing buildings
Restaurants
Schools
Service stations
Shopping centers
Stores
Subway stations
Theaters
Warehouses
Water and sewage treatment plants (buildings only)

RESIDENTIAL CONSTRUCTION

Residential projects for Davis-Bacon purposes are those involving the construction, alteration, or repair of single family houses or apartment buildings of no more than 4 stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

Examples:

Town or row houses
Apartment buildings (4 stories or less)
Single family houses
Mobile home developments
Multi-family houses
Married student housing

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building", "highway", or "residential". Unlike these classifications, heavy construction is not a homogeneous classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules issued. For example, separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

Examples:

Antenna towers
Bridges (major bridges designed for commercial navigation)
Breakwaters

Caissons (other than building or highway)
Canals
Channels
Channel cut-offs
Chemical complexes or facilities (other than buildings)
Cofferdams
Coke ovens
Dams
Demolition (not incidental to construction)
Dikes
Docks
Drainage projects
Dredging projects
Electrification projects (outdoor)
Flood control projects
Industrial incinerators (other than building)
Irrigation projects
Jetties
Kilns
Land drainage (not incidental to other construction)
Land leveling (not incidental to other construction)
Land reclamation
Levees
Locks, waterways
Oil refineries (other than buildings)
Pipelines
Ponds
Pumping stations (prefabricated drop-in units, not buildings)
Railroad construction
Reservoirs
Revetments
Sewage collection and disposal lines
Sewers (sanitary, storm, etc.)
Shoreline maintenance
Ski tows
Storage tanks
Swimming pools (outdoor)
Subways (other than buildings)
Tipples
Tunnels
Unsheltered piers and wharves
Viaducts (other than highway)
Water mains
Waterway construction
Water supply lines (not incidental to building)
Water and sewage treatment plants (other than buildings)
Wells

HIGHWAY CONSTRUCTION

Highway projects include the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

Examples:

Alleys
Ease courses
Bituminous treatments
Bridle paths
Concrete pavement
Curbs
Excavation and embankment (for road construction)
Fencing (highway)
Grade crossing elimination (overpasses or underpasses)
Guard rails on highway
Highway signs
Highway bridges (overpasses, underpasses, grade separation)
Medians
Parking lots
Parkways
Resurfacing streets and highways
Roadbeds
Roadways
Runways
Shoulders
Stabilizing courses
Storm sewers incidental to road construction
Street paving
Surface courses
Taxiways
Trails

PART 1: GENERAL

1-1 DESCRIPTION:

A. The work of this contract consists of the general construction of a bedrock water well, or, in the event that this well has inadequate production or water quality, an alluvium well with three monitoring wells will be constructed. Inadequate production is defined as less than 10 gallons per minute.

B. All work will be performed under a single contract.

1-2 LOCATION: Split Mountain Gorge Campground, Dinosaur National Monument, Utah.

1-3 CONTRACTOR'S USE OF PREMISES:

A. Construction Camp: Establishment of a camp within the park will not be permitted.

B. Contractor shall at all times conduct his operations to insure the least inconvenience to the public. Temporary road closures will be permitted, when required for construction operations, upon specific approval of Contracting Officer.

C. Confine storage of materials to an area within Split Mountain Gorge Campground, as directed by the Contracting Officer.

D. Preservation of Natural Features: Confine all operations within the work limits of the project. Exercise special care to maintain natural surroundings undamaged. Restore damaged areas at no additional expense to the Government.

E. Tree and Plant Protection:

1. Preserve and protect existing trees and plants.

2. Do not remove, injure, or destroy trees or other plants without prior approval. Consult with Contracting Officer and remove agreed-on roots and branches that interfere with construction.

3. Do not fasten ropes, cables, or guys to existing trees.

4. Exercise care in the vicinity of trees to prevent damage.

5. Replace, or suitably repair, trees and plants that are damaged or destroyed due to construction operations at no additional expense to the Government.

F. Hauling Restrictions: Comply with all legal load restrictions in the hauling of materials. Load restrictions on park roads are identical to the state load restrictions with such additional regulations as may be imposed by the Park Superintendent. Information regarding rules and regulations for vehicular traffic on park roads may be obtained from the Office of the Park Superintendent. A special permit will not relieve Contractor of liability for damage which may result from moving of equipment.

G. Work Hours: Work will be restricted to the hours between 7:00 a.m. to 7:00 p.m. unless otherwise authorized by the Contracting Officer.

1-4 CONTRACTOR-FURNISHED ITEMS: All materials shall be Contractor-furnished from outside the park.

PART 2: MATERIALS Not used.

PART 3: EXECUTION Not used.

PART 4: MEASUREMENT AND PAYMENT

4-1 SUMMARY OF WORK: Payment will be included under the bid item to which this work relates.

END

PART 1: GENERAL

1-1 DESCRIPTION: The intent of this section is to explain, in general, what is and what is not included in a bid item, and the limits or cut-off points where one bid item ends and another begins.

1-2 BID ITEM NO. 1 - MOBILIZATION:

A. This bid item is to cover costs related to this project that must necessarily be incurred by the Contractor before he actually begins work at the site. Such expenses may include bringing personnel, equipment, supplies, and incidentals to the site, constructing protective fences, and paying premiums on bonds and insurance policies. Payment for mobilization will be made at the contract lump-sum price.

1-3 BID ITEM NOS. 2 THROUGH 26: As defined in the individual sections.

PART 2: MATERIALS Not used.

PART 3: EXECUTION Not used.

PART 4: MEASUREMENT AND PAYMENT Not used.

END

PART 1: GENERAL

1-1 PRECONSTRUCTION CONFERENCE: Before start of construction, Contracting Officer will arrange an on-site meeting with Contractor. The meeting agenda will include the following:

- Claim procedures
- Correspondence procedures
- Designation of responsible personnel
- Labor standards provisions
- Payroll reports
- Changes
- Payments to Contractor
- Subcontractors
- National Park Service regulations
- Accident prevention program (including name of responsible supervisor)
- Accident reporting
- Documents required under the contract
- Park rules and regulations
- Saturday, Sunday, holiday and night work
- Safety program (compliance with the "Accident Prevention" clause of the General Provisions)
- Tentative construction schedule
- Submittal of shop drawings, project data, and samples

PART 2: MATERIALS Not used.

PART 3: EXECUTION Not used.

PART 4: MEASUREMENT AND PAYMENT

4-1 PROJECT MEETINGS: Payment will be included under the bid item to which this work relates.

END

PART 1: GENERAL

1-1 DESCRIPTION: The work of this section consists of establishing an effective accident prevention program and providing a safe environment for all personnel and visitors.

1-2 QUALITY ASSURANCE: Clauses entitled "Accident Prevention" and "Permits and Responsibilities" of the General Provisions. In case of conflicts between Federal, state, and local safety and health requirements, the most stringent shall apply. Equipment or tools not meeting OSHA requirements will not be allowed on the project sites. Failure to comply with the requirements of this section and related sections may result in suspension of work.

1-3 SUBMITTALS:

A. Accident Prevention Program: Before on-site work begins, submit for approval an accident prevention program. The Contracting Officer will review the proposed program for compliance with OSHA and project requirements. If the program requires any revisions or corrections, the Contractor shall resubmit the program within 10 days. No progress payments will be processed until the program is approved. The program shall include:

1. Name of responsible supervisor to carry out the program.
2. Weekly and monthly safety meetings.
3. First aid procedures.
4. Outline of each phase of the work, the hazards associated with each major phase, and the methods proposed to ensure property protection and safety of the public, National Park Service personnel, and Contractor's employees. Identify the work included under each phase by reference to specification section or division numbers.
5. Training, both initial and continuing.
6. Planning for possible emergency situations such as fires and cave-ins. Such planning shall take into consideration the nature of construction, site conditions, and degree of exposure of persons and property.

7. Housekeeping: Section 01560.

8. Fire Protection: Section 01510.

B. Certificates: Provide certificates from a mechanic that all mechanical equipment has been inspected and meets OSHA requirements.

C. Submit a copy of test reports, as required by OSHA, for personnel working with hazardous materials.

D. Submit a report of safety meetings and of inspections.

E. Upon request, submit proof of employees' qualifications to perform assigned duties in a safe manner.

1-4 ACCIDENT REPORTING:

A. Reportable Accidents: A reportable accident is defined in the General Provisions and includes fires. Within 7 days of a reportable accident, fill out and forward to the Contracting Officer a DI-134 form, which may be obtained from Contracting Officer.

B. All Other Accidents: The Contractor shall report all other accidents to the Contracting Officer as soon as possible and assist the Contracting Officer and other officials as required in the investigation of the accident.

1-5 QUALIFICATIONS OF EMPLOYEES:

A. Ensure that employees are physically qualified to perform their assigned duties in a safe manner.

B. Do not allow employees to work whose ability or alertness is impaired because of drugs, fatigue, illness, intoxication, or other conditions that may expose themselves or others to injury.

C. Operators of vehicles, mobile equipment, and earth boring equipment shall be able to understand signs, signals, and operating instructions, and be capable of efficiently operating such equipment. Provide operating instructions for all equipment. Newly hired operators shall be individually tested by an experienced operator or supervisor to determine if they are capable of safely and efficiently operating equipment.

PART 2: MATERIALS

2-1 FIRST AID FACILITIES: Provide adequate facilities for the number of employees and the type of construction at the site.

2-2 PERSONNEL PROTECTIVE EQUIPMENT: Meet requirements of NIOSH and MSHA, where applicable, as well as ANSI.

2-3 FENCES: Section 01530.

PART 3: EXECUTION

3-1 EMERGENCY INSTRUCTIONS: Post telephone numbers and reporting instructions for ambulance, physician, hospital, fire department, and police in conspicuous locations at the work site.

3-2 PROTECTIVE EQUIPMENT:

A. Inspect personal protective equipment daily and maintain in a serviceable condition. Clean, sanitize, and repair, as appropriate, personal items before issuing them to another individual.

B. Inspect and maintain other protective equipment and devices before use and on a periodic basis to insure safe operation.

3-3 SAFETY MEETINGS:

A. As a minimum, conduct weekly 15-minute "toolbox" safety meetings. These meetings shall be conducted by a foreman and attended by all construction personnel at the worksite.

B. Conduct monthly safety meetings for all levels of supervision. Notify the Contracting Officer so that he may attend. These meetings shall be used to review the effectiveness of the Contractor's safety effort, to resolve current health and safety problems, to provide a forum for planning safe construction activities, and for updating the accident prevention program. The Contracting Officer will enter the results of the meetings into his daily log.

3-4 HARD HATS AND PROTECTIVE EQUIPMENT AREAS:

A. A hard hat area will be mutually agreed upon by the Contracting Officer and the Contractor and be so designated by the fence.

B. It is the Contractor's responsibility to require all those working on or visiting the site to wear hard hats and other necessary protective equipment at all times. As a minimum, provide six hard hats for use by visitors. Change liners before reissuing hats. Area around boring equipment shall be maintained to assure stable footing during drilling operation.

3-5 TRAINING:

A. First Aid: Provide adequate training to ensure prompt and efficient first aid.

B. Hazardous Material: Train and instruct each employee exposed to hazardous material in safe and approved methods of handling and storage. Hazardous materials are defined as explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful substances that could cause death or injury.

PART 4: MEASUREMENT AND PAYMENT

4-1 ACCIDENT PREVENTION: Payment will be included under the bid item to which this work relates.

END

PART 1: GENERAL

1-1 SUBMITTAL PROCEDURE:

A. At least 30 days before need for approval, Contractor shall forward all submittals to Contracting Officer. Unless a different number is called for in the individual sections, submit five copies of all submittals requested, all of which will be retained by Contracting Officer. Contractor shall submit, in addition, whatever copies he wants returned to him.

B. Coordinate all submittals and review them for legibility, accuracy, completeness, and compliance with contract requirements. Submittals without evidence of Contractor's approval will be returned for resubmission. List submittals on National Park Service form DSC-1(CS). Contracting Officer will provide a project identification stamp and an approval stamp. Imprint each sheet with both stamps and fill in the blanks in the identification stamp.

C. Forward submittals that are related to or affect each other as a package to facilitate coordinated review. Uncoordinated submittals will be rejected.

D. Contracting Officer reserves the right to require submittals in addition to those called for in individual sections.

1-2 CONTRACTING OFFICER'S APPROVAL: Contracting Officer will indicate his approval or disapproval of each submittal, and his reasons for disapproval. When Contracting Officer has approved submittals, he will return Contractor's copies. Any work done before approval shall be at Contractor's own risk.

1-3 SAMPLES: As specified in the individual section.

1-4 CERTIFICATES: As specified in the individual sections.

1-5 MANUFACTURERS' LITERATURE: As specified in the individual sections.

1-6 SCHEDULES:

A. Progress Schedule: As soon as possible after Notice of Award and before beginning any work, submit four copies of a Progress Schedule (normally in bar chart form) showing estimated

starting and completion dates for each part of the work. The first progress payment will not be issued until the progress schedule is submitted.

B. Schedule of Values: Submit a schedule of dollar values based on the Contract Bid Schedule including all bid items. Break down, into component parts, each bid item involving a series of operations for which progress payments may be requested. The total costs for the component parts shall equal the bid amount for that item and the total cost of all items shall equal the contract sum. The Contracting Officer may request data to verify accuracy of dollar values. The Schedule of Values will form the basis for progress payments as provided in the General Provisions.

C. Review of Schedules: Submit Schedule of Values and Progress Schedule as a package. Contracting Officer will review the Progress Schedule and the Schedule of Values for format and content.

PART 2: MATERIALS Not used.

PART 3: EXECUTION Not used.

PART 4: MEASUREMENT AND PAYMENT

4-1 SUBMITTALS: Payment will be included in the bid item to which this work relates.

END

PART 1: GENERAL

1-1 DESCRIPTION: The work of this section consists of providing temporary services required for Contractor's performance of the work of this Contract.

PART 2: MATERIALS

2-1 GENERAL: Temporary materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2-2 FIRE PROTECTION EQUIPMENT: UL Class 2A, 2-1/2-gallon water type, stored-pressure extinguisher and UL Class 10, Type I, 15-pound B:C carbon dioxide extinguisher.

PART 3: EXECUTION

3-1 ELECTRICITY AND LIGHTING: Contractor shall provide his own source for power and lighting.

3-2 HEATING AND VENTILATING: Provide and maintain adequate approved facilities, as required for safety and construction requirements, during the progress of the work.

3-3 WATER: Furnish cool, potable water for construction personnel in locations convenient to work stations. Potable water is not available within the park.

3-4 FIRE PREVENTION AND PROTECTION:

A. A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.

B. Hazard Control: Take all necessary precautions to prevent fire during construction.

C. Spark Arresters: Equip all gasoline or diesel powered equipment used in potential forest or grass fire locations with spark arresters approved by the U. S. Forest Service. Written

determinations of areas and periods of potential fire hazard will be issued by Contracting Officer.

D. Locate internal combustion equipment so that exhausts discharge well away from combustible materials.

E. Shut down equipment before refueling.

F. Welding: Cutting by torch or welding shall be performed only when adequate fire protection is provided.

3-5 PROTECTION EQUIPMENT REQUIRED: Provide one extinguisher for each vehicle or piece of equipment.

PART 4: MEASUREMENT AND PAYMENT

4-1 TEMPORARY SERVICES: Payment will be included under the bid item to which this work relates.

END

PART 1: GENERAL

1-1 DESCRIPTION: The work of this section consists of furnishing, installing, and maintaining suitable fences to protect the public from construction operations.

PART 2: MATERIALS

2-1 FENCE: Material may be new or used, but shall be suitable for intended purpose. Fences shall be structurally adequate and neat in appearance, with minimum height of 6 feet.

2-2 SIGNS: ANSI/ANSI D6.1-78 (MUTCD), Part VI.

PART 3: EXECUTION

3-1 PROTECTION OF PUBLIC:

A. Fence or otherwise block off the immediate work area to prevent unauthorized entry to the work area.

B. Erect and maintain warning signs in accordance with ANSI/ANSI D6.1-78.

3-2 PROTECTIVE FENCES:

A. Before starting work, install enclosure fence with suitable locked entrance gates.

B. Locate fence to enclose the entire project site.

C. Removal: Completely remove fences upon completion of project.

PART 4: MEASUREMENT AND PAYMENT

4-1 FENCES: Payment will be included under the bid item to which this work relates.

END

PART 1: GENERAL

1-1 DESCRIPTION: The work of this section consists of providing temporary controls.

PART 2: MATERIALS Not used.

PART 3: EXECUTION

3-1 HOUSEKEEPING:

- A. Keep project neat, orderly, and in a safe condition at all times.
- B. Provide enough refuse containers for collecting construction debris.
- C. Keep volatile wastes in covered containers.

3-2 DISPOSAL:

- A. Dispose of excess excavated material and drill cutting outside the park. Drill cuttings shall be contained in a shallow pit until removed.
- B. Immediately remove hazardous rubbish from project site. Place other construction debris in refuse containers at least daily. Dispose of refuse at least weekly, in a legal manner, at public or private dumping areas outside the park. Do not burn or bury refuse inside the park.

3-3 AIR AND WATER POLLUTION CONTROL:

- A. Take all necessary reasonable measures to reduce air and water pollution by any material or equipment used during construction.
- B. Do not dispose of volatile wastes or oils in sanitary drains.
- C. Do not allow waste materials to be washed into the river.

PART 4: MEASUREMENT AND PAYMENT

4-1 TEMPORARY CONTROLS: Payment will be included in the bid item to which this work relates.

END

PART 1: GENERAL

1-1 MANUFACTURER'S INSTRUCTIONS: Perform work in accordance with manufacturer's instructions.

1-2 TRANSPORTATION AND HANDLING: Arrange deliveries of materials in accordance with construction schedules; coordinate to avoid conflict with work and conditions at the site. Deliver materials in undamaged condition.

1-3 STORAGE AND PROTECTION:

A. Store materials in accordance with manufacturer's instructions. Store products subject to damage by the elements in weathertight enclosures.

B. Exterior Storage:

1. Cover products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.

2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

1-4 APPROVED EQUALS:

A. For each item proposed as an "approved equal", submit a separate request for approval as specified in Section 01300. With each request submit supporting data, including:

1. Drawings as appropriate.

2. Comparison of the qualities of the proposed item with that specified.

3. Changes required in other elements of the work because of the substitution.

B. A request for approval constitutes a representation that Contractor:

1. Has investigated the proposed item and determined that it is equal or superior in all respects to that specified.

2. Will provide the same warranties for the proposed item as for the item specified.

3. Will coordinate the installation of an approved item, and make such other changes as may be required to make the work complete in all respects.

4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

5. Has determined that the proposed item is compatible with interfacing items.

PART 2: MATERIALS Not used.

PART 3: EXECUTION Not used.

PART 4: MEASUREMENT AND PAYMENT

4-1 MATERIAL AND EQUIPMENT: Payment will be included in the bid item to which this work relates.

END

PART 1: GENERAL

1-1 DESCRIPTION: The work of this section consists of final cleanup, reclamation, closeout submittals, and final inspection procedures.

PART 2: MATERIALS Not used.

PART 3: EXECUTION

3-1 CLEANING: Remove all tools, equipment, surplus materials, and rubbish. Sweep paved areas; rake grounds. At time of final inspection, area shall be thoroughly clean and ready for use. Area affected by drill cuttings and drill fluid to be reclaimed by grading and blending excavated material to natural contours. Dispose of excess material in accordance with Section 01560.

3-2 CLOSEOUT SUBMITTALS: Submit before final inspection request.

A. Well drillers log.

B. Guarantees and Bonds: As specified in individual sections.

3-3 SUBSTANTIAL COMPLETION AND FINAL INSPECTION: Submit written certification that project is substantially complete, and request in writing a final inspection. Contracting Officer will make an inspection within 5 days of receipt of request.

A. When Contracting Officer determines that the work is substantially complete, he will prepare a list of deficiencies to be corrected before final acceptance and issue a Letter of Substantial Completion.

B. If Contracting Officer determines that the work is not substantially complete, he will immediately notify Contractor in writing, stating reasons. After completing work, Contractor shall resubmit certification and request a new final inspection.

3-4 ACCEPTANCE OF THE WORK: After all deficiencies have been corrected, a Letter of Acceptance will be issued.

3-5 POST-CONSTRUCTION INSPECTION: Before expiration of warranty period, Contracting Officer will inspect project and notify Contractor in writing of all deficiencies.

PART 4: MEASUREMENT AND PAYMENT

4-1 CONTRACT CLOSFOUT: Payment will be included in the bid item to which this work relates.

END

PART 1: GENERAL

1-1 DESCRIPTION: The work of this section consists of drilling, constructing, developing and logging a bedrock water well. Also required is the installation of a pitless adapter. Production capacity desired is 10 gpm.

1-2 The contractor shall be a licensed well driller as required by the State of Utah and shall comply with all the laws of the State pertaining to water well drilling.

1-3 SUBMITTAL: In accordance with Section 01300, submit:

A. FORMATION SAMPLING:

1. Furnish approximately 16 ounce samples in weather tight bags, of substrata formation at 10-foot intervals and at changes in formation throughout entire depth of well.

2. Carefully preserve all samples at the site, in suitable containers properly labeled for identification.

B. PITLESS ADAPTER: Manufacturer's literature and installation instructions or guide.

1-4 CLOSEOUT SUBMITTAL:

In accordance with Section 01700, the contractor shall keep an accurate daily log and record of the well for all materials encountered, the depth at which formation changes occur, and depth at which water was first encountered. Upon completion of the well, the Contractor shall prepare a log in compliance with the State of Utah, sign it, deliver it to the Contracting Officer, and submit a log to the State of Utah.

1-5 Construction method will be at Contractor's option using either cable tool or rotary methods and equipment.

1-6 REFERENCE STANDARD: AWWA A100-84, Standard for Water Wells.

PART 2: MATERIALS

2-1 WELL CASING: Seamless black steel pipe, complying with AWWA A100-84:

Nominal Size	OD	Wall Thickness	WT/FT
6"	6.625"	0.250"	18.97
10"	10.750"	2.790"	31.20

Joints may be welded or threaded coupling.

2-2 DRIVE SHOE: Furnish and install on 10" casing.

2-3 GROUTING:

A. SAND CEMENT GROUT: A mixture of Portland Cement , sand and water in the proportion of not more than two parts by weight of sand to one part of cement with not more than seven gallons of clean water per bag of cement (one cubic foot or 94 pounds) shall be used.

B. NEAT CEMENT GROUT: A mixture of Portland cement and not more than seven gallons of clear water per bag (one cubic foot or 94 pounds) of cement, shall be used.

2-4 CHLORINE SOLUTION: The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of at least 50 ppm of chlorine shall be obtained in all parts of the well.

2-5 PITLESS ADAPTER: Monitor PS, Model 4PS67BS4C4V with threaded connection. As manufactured by Baker, Monitor Division, Evansville, Wisconsin 53536 or approved equal.

2-6 WATER: Water used as drilling fluid shall be potable and comply with State requirements for drinking water quality. Drilling water will not be taken from surface water sources. Any other drilling fluid must be approved by Contracting Officer. Potable water is not available within the park.

PART 3: EXECUTION

3-1 BORING: Above bedrock, the Contractor shall drill a bore having a minimum diameter that will accommodate the well casing. In bedrock, bore hole will be 6" minimum.

3-2 Install 10" casing from ground surface to bedrock. Casing with drive shoe shall be driven to refusal or maximum of 5 feet into bedrock.

3-3 Install 6" casing from 24 inches above ground surface to a minimum of 5 feet penetration into bedrock. The annulus between the 6" casing and the bedrock will be sealed with neat cement.

3-4 GROUTING:

Grout shall be placed by a positive displacement methods such as pumping. The grout pipe shall extend from the surface to the bottom of the zone to be grouted. The grout pipe shall be slowly raised as the grout is placed.

A. SAND CEMENT GROUT: Place grout seal in the annulus around the outside of the 6" well casing from the bottom of the 10" casing to 4 feet below the ground surface.

B. NEAT CEMENT GROUT: Place grout seal in the annulus between the 10" well casing and the formation from 4 feet below ground surface to a depth of 18 feet minimum.

3-5 PLUMBNESS AND ALIGNMENT: Well shall be constructed true and plumb. Alignment shall be tested by lowering into the well to full depth a section of pipe 20 feet long. The outer diameter of the test pipe shall not be more than 1/2 inch smaller than the inside diameter of the 6 inch casing.

3-6 DEVELOPMENT: The development process shall include surging, bailing and/or pumping the well. The surging will be done by a surge block. Pumping may be done simultaneously with the surging at a rate up to 15 gpm. Upon completion of the development work, the well shall be cleaned to the bottom. Continue development until pumped water is void of fine material.

3-7 PUMP TEST: The contractor shall furnish all necessary labor, power, discharge piping, throttling valve, flow and drawdown measuring equipment and other necessary material and equipment to pump test the well in steps from 5 gpm to 50 gpm.

A. The pump shall have capability of 50 gpm at 200 TDH. If feasible, set test pump intake 5 feet above the top of water producing zone.

B. Flow measurement shall be by calibrated water meter or other method approved by Contracting Officer. Drawdown measurement shall be by electric sounder or air/line method. A 5/8" plastic pipe shall be attached to the riser and installed from the top of the well to 5 feet above the well pump intake to accommodate the electric sounder or air/line.

C. Duration of pump test shall be for 6 hours at a stabilized drawdown at a pumping rate of 20 gpm. If pumping rate cannot be maintained, throttle pump so drawdown stabilizes at a point 10 feet above pump intake.

D. Contractor shall operate test pump and other measuring equipment as determined by Contracting Officer to assist in obtaining and recording flow drawdown and elapsed time measurement.

E. Water pumped from well during the test shall be conducted to a place where it will be properly disposed of without erosion or damage to property.

F. WATER SAMPLE: At termination of pump test, provide Contracting Officer with a 5 gallon sample for chemical analysis by Contracting Officer.

3-9 WELL DISINFECTION:

A. After pump test has been completed, thoroughly clean well using swabs and appropriate cleaning agents.

B. Disinfect well by adding sufficient chlorine solution to obtain 50 ppm residual in all parts of the well. Using pump, circulate chlorine solution from top of well casing to static water level for 15 minutes. Allow chlorine solution to stand in well for a minimum of 8 hours.

C. Dispose of chlorinated water as directed by Contracting Officer.

D. Contractor shall provide Contracting Officer with a water sample for bacteriological analysis after all traces of chlorine have been removed from well. If the laboratory analysis of the sample is positive, well disinfection shall be repeated by Contractor until negative results from laboratory are obtained.

3-10 DEFINITION OF STANDBY TIME:

A. Time which the contractor is required to temporarily suspend work for the convenience of the government. The Contractor shall be prepared to resume work immediately upon notification.

B. Time will be based on an 8 hour work day, not to include Saturday, Sunday or holidays.

C. The Contractor shall be allowed an equal number of additional days for the completion of the contract.

3-11 WELL ABANDONMENT

A. The Contractor shall notify the State of Utah, Water Resources Division, prior to grouting an abandoned well.

B. GROUTING: Abandoned well shall be grouted entire depth.

1. Neat cement shall be used to fill the well where water bearing stratas are encountered under artesian pressure.

2. Sand cement grout shall be used to fill the well where no water bearing stratas are encountered under artesian pressure.

3. All casing shall be removed and become property of the Government before implementing abandonment procedure. In the event that casing cannot be removed, sand cement grout shall be placed entire depth of casing.

C. Neat cement grout and sand cement grout shall be installed under pressure by means of a pump. Grout materials shall be introduced at the bottom of the well or interval to be sealed and placed progressively upward to within 2 feet of ground surface.

D. Contractor shall excavate adjacent to the existing casing for a depth of 2 feet below ground surface. Remove grout on exterior of casing to facilitate cutting casing by means of gas torch or other suitable equipment. Remove loose grout and casing section and backfill to original ground elevation with native material.

3-12 SITE GRADING: Grade area adjacent to the projected well casing at a slope of 4 to 1 to provide drainage away from completed casing.

3-13 PITLESS ADAPTER: Install in accordance with manufacturers recommendations. Set plumb and at a depth of 4 feet. Remove top portion of 10" casing to facilitate installation of pitless adapter. Do not grout above threaded connection for pitless adapter. Provide and install 2" diameter by 2 feet long galvanized steel stubout with a threaded cap on pitless adapter discharge.

PART 4: MEASUREMENT AND PAYMENTS

4-1 10 INCH CASING AND BORE: Measurement from ground surface to bedrock, including drive shoe. Payment will be made at the contract unit price per linear feet installed.

4-1 6 INCH CASING: Measurement from 24 inches above ground surface to 5 feet into bedrock. Payment will be made at the contract unit price per linear feet installed.

4-3 6 INCH BORE: Measurement from bedrock to depth bored. Payment will be made at the contract unit price per linear feet bored.

4-4 GROUTING-SAND CEMENT: Payment will be made at the contract unit price per linear feet installed.

4-5 GROUTING-NEAT CEMENT: Payment will be made at the contract unit price per linear feet installed.

4-6 PLUMBNESS AND ALIGNMENT: Payment will be included under the bid items to which this work relates.

4-7 DEVELOPMENT: Payment will be made at the contract unit price per hour of development.

4-8 PUMP TEST: Measurement will include all necessary materials and equipment required to perform a pump test. Included is the installation and removal of pump and test equipment. Payment will be made at the contract unit price per hour of pump operating time.

4-9 WELL DISINFECTION: Measurement will include well disinfection and obtaining sample for bacteriological analysis. Payment will be made at the contract lump sum price.

4-10 STAND-BY TIME: Payment will be made at the contract unit price per hour.

4-11 WELL ABANDONMENT-NEAT CEMENT: Payment will be made at the contract unit price per linear feet.

4-12 WELL ABANDONMENT-SAND CEMENT: Payment will be made at the contract unit price per linear feet.

4-13 SITE GRADING: Payment will be included under the bid items to which this work relates.

4-14 PITLESS ADAPTER: Measurement will include all materials and labor necessary to furnish and install a pitless adapter. Payment will be at the contract lump sum price.

END

PART 1: GENERAL

1-1 DESCRIPTION: The work of this section consists of drilling, constructing, developing and logging an alluvium water well. Production capacity desired is 10 gpm.

1-2 SUBMITTAL: In accordance with Section 01300, submit the well screen manufacturer's literature and installation instructions or guide.

1-3 CLOSEOUT SUBMITTAL:

In accordance with Section 01700. Upon completion of the well, the Contractor shall prepare a log in compliance with the State of Utah, sign it, deliver it to the Contracting Officer, and submit a log to the State of Utah.

1-4 Construction method will be at Contractor's Option using either cable tool or rotary methods and equipment.

1-5 REFERENCE STANDARD: AWWA A100-84, Standard for Water Wells.

1-6 The contractor shall be a licensed well driller as required by the State of Utah and shall comply with all the laws of the State pertaining to water well drilling.

PART 2: MATERIALS

2-1 WELL CASING: Seamless black steel pipe, complying with AWWA A100-84; 6" nominal size; 6.625" OD; 0.250" wall thickness; 18.97 weight/foot. Joints may be welded or threaded coupling.

2-2 WELL SCREEN: In accordance with manufacturers recommendations, determine screen size and length based on water-producing formation gradation.

A. ANSI Type 302/304 stainless steel continuous slot type, welded, with V-shaped openings, widening inward.

B. Welding or neoprene packer shall be used to insure a tight fit between screen and casing.

2-3 TAILPIPE: Diameter equal to well screen diameter; 5-feet long, capped and bail handle provided.

2-4 NEAT CEMENT GROUT: A mixture of Portland cement and not more than seven gallons of clear water per bag (one cubic foot or 94 pounds) of cement, shall be used.

2-5 CHLORINE SOLUTION: The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of at least 50 ppm of chlorine shall be obtained in all parts of the well.

2-6 WATER: Water used as drilling fluid shall be potable and comply with State requirements for drinking water quality. Drilling water will not be taken from surface water sources. Any other drilling fluid must be approved by Contracting Officer. Potable water is not available within the park.

PART 3: EXECUTION

3-1 The contractor shall relocate his drill truck approximately 10 feet from the bedrock well.

3-2 BORING: Full depth through the alluvium and then 5 feet into bedrock to accommodate the tail pipe. Drill a bore having a minimum diameter that will accommodate the well casing.

3-3 Install 6" casing from 24 inch above ground surface to top of well screen.

3-4 WELL SCREEN: Install well screen for a depth between one-third and one-half aquifer thickness or as directed by Contracting Officer. Attach well screen to 6 inch casing by direct attachment (welding) or by pull back method using a telescoping screen.

3-5 TAILPIPE: Attach to bottom of well screen and install in bedrock.

3-6 NEAT CEMENT GROUT: Grout shall be placed by a positive displacement method such as pumping. The grout pipe shall extend from the surface to the bottom of the zone to be grouted. The grout pipe shall be slowly raised as the grout is placed. Place grout seal in the annulus between the 6" well casing and the formation from 4 feet below ground surface to a depth of 18 feet minimum.

3-7 PLUMBNESS AND ALIGNMENT: Well shall be constructed true and plumb. Alignment shall be tested by lowering into the well to full depth a section of pipe 20 feet long. The outer diameter of the test pipe shall not be more than 1/2 inch smaller than the inside diameter of the 6 inch casing.

3-8 DEVELOPMENT: The development process shall include surging, bailing and/or pumping the well. The surging will be done by a surge block. Pumping may be done simultaneously with the surging at a rate up to 15 gpm. Upon completion of the development work, the well shall be cleaned to the bottom. Continue development until pumped water is void of fine material.

3-9 PUMP TEST: The contractor shall furnish all necessary labor, power, discharge piping, throttling valve, flow and drawdown measuring equipment and other necessary material and equipment to pump test the well in steps from 5 gpm to 50 gpm.

A. The pump shall have capability of 50 gpm at 60 TDH. Set test pump 5 feet above the top of water producing zone.

B. Flow measurement shall be by calibrated water meter or other method approved by Contracting Officer. Drawdown measurement shall be by electric sounder or air/line method. A 5/8" plastic pipe shall be attached to the riser and installed from the top of the well to 5 feet above the well pump intake to accommodate the electric sounder or air/line.

C. Duration of pump test shall be for 8 hours at a stabilized drawdown when pumping at 20 gpm. If pumping rate cannot be maintained, throttle pump so drawdown stabilizes at a point 5 feet above pump intake.

D. Contractor shall operate test pump and other measuring equipment as determined by Contracting Officer to assist in obtaining and recording flow drawdown and elapsed time measurement.

E. Water pumped from well during the test shall be conducted to a place where it will be properly disposed of without erosion or damage to property.

F. WATER SAMPLE: Provide Contracting Officer with a 2 gallon sample for chemical analysis by Contracting Officer.

3-10 WELL DISINFECTION:

A. After pump test has been completed, thoroughly clean well using swabs and appropriate cleaning agents.

B. Disinfect well by adding sufficient chlorine solution to obtain 50 ppm residual in all parts of the well. Using pump, circulate chlorine solution from top of well casing to static water level for 15 minutes. Allow chlorine solution to stand in well for a minimum of 8 hours.

C. Dispose of chlorinated water as directed by Contracting Officer.

D. Contractor shall provide Contracting Officer with a sample for bacteriological analysis from the well after all traces of chlorine have been removed from well. If the laboratory analysis of the sample is positive, well disinfection shall be repeated by Contractor until negative results from laboratory are obtained.

3-11 DEFINITION OF STANDBY TIME: Per Section 02670.

3-12 WELL ABANDONMENT:

A. The Contractor shall notify the State of Utah, Water Resource Division, prior to grouting the abandoned well.

B. GROUTING: Abandoned well shall be grouted entire depth.

1. All casing and screen shall be removed and become property of Government before implementing abandonment procedure.

2. Neat cement grout shall be installed under pressure by means of a pump. Grout materials shall be introduced at the bottom of the well and placed progressively upward to within 2 feet of ground surface.

3. Backfill to original ground elevation with native material.

3-13 SITE GRADING: Grade area adjacent to the projected well casing at a slope of 4 to 1 to provide drainage away from completed casing.

PART 4: MEASUREMENT AND PAYMENT

4-1 RELOCATION: Measurement shall include relocation of drill truck a maximum radius of 25 feet. Payment will be at the contract lump sum price.

4-2 BORING: Measurement from ground surface to 5 feet into bedrock. Payment will be at the contract unit price per linear feet bored.

4-3 6 INCH CASING: Measurement from 24 inches above ground surface to top of well screen. Payment will be at the contract unit price per linear feet installed.

4-4 WELL SCREEN: Payment will be at the contract unit price per linear feet installed.

4-5 TAIL PIPE: Payment will be made at the contract unit price per linear feet installed.

4-6 GROUTING-NEAT CEMENT: Payment will be made at the contract unit price per linear feet installed.

4-7 PLUMBNESS AND ALIGNMENT: Payment will be included under the bid items to which this work relates.

4-8 DEVELOPMENT: Payment will be made at the contract unit price per hour of development.

4-9 PUMP TEST: Measurement will include all necessary material and equipment required to perform a pump test. Included is the installation and removal of pump and test equipment. Payment will be made at the contract unit price per hour of pump operating time.

4-10 WELL DISINFECTION: Measurement will include well disinfection and obtaining sample for bacteriological analysis. Payment will be made at the contract lump sum price.

4-11 WELL ABANDONMENT - NEAT CEMENT: Payment will be made at the contract unit price per linear feet.

4-12 SITE GRADING: Payment will be included under the bid items to which this work relates.

END

PART 1: GENERAL

1-1 DESCRIPTION: In the event, that a shallow, alluvium well is constructed, the work of this section consists of installing three drive well points to be used for monitoring drawdown in the production well.

1-2 LOCATION: The monitoring wells will be located within a 100 feet radius of the production well as staked in the ground by the Contracting Officer.

1-3 SUBMITTALS: In accordance with Section 01300, submit drive well point manufacturer's literature.

PART 2: MATERIALS

2-1 DRIVE WELL POINT: 2 inch diameter, galvanized steel drive point with minimum length for slot opening of 36 inches. Slot openings will be determined by Contracting Officer based on the information obtained from the production well. Install V slotted, seamless, brass, strainer jacket No. 1363 as manufactured by Midwest Well Supply Co., Huntley, Illinois 60142 or approved equal.

2-2 STEEL PIPE: Galvanized, 2 inch diameter, Schedule 40.

2-3 DRIVE SHOE AND DRIVE CAP: Compatible with drive well points.

2-4 NEAT CEMENT GROUT: A mixture of Portland cement and not more than seven gallons of clean water per bag (One cubic foot or 94 pounds) of cement, shall be used.

PART 3: EXECUTION

3-1 Install drive points by boring or other method as approved by the Contracting Officer.

3-2 Install drive points to a depth of 10 feet (minimum) below static water table.

3-3 NEAT CEMENT GROUT: Place grout seal in the annulus between the 2 inch steel pipe and the formation from ground surface to a depth of 18 feet minimum. Grout shall be placed by a positive displacement method such as pumping. The grout pipe shall extend from the surface to the bottom of the zone to be grouted. The grout pipe shall be slowly raised as the grout is placed.

3-4 Top of monitoring wells shall be terminated 2 feet above ground surface.

3-5 Install 2 inch galvanized steel threaded cap on completed monitoring wells.

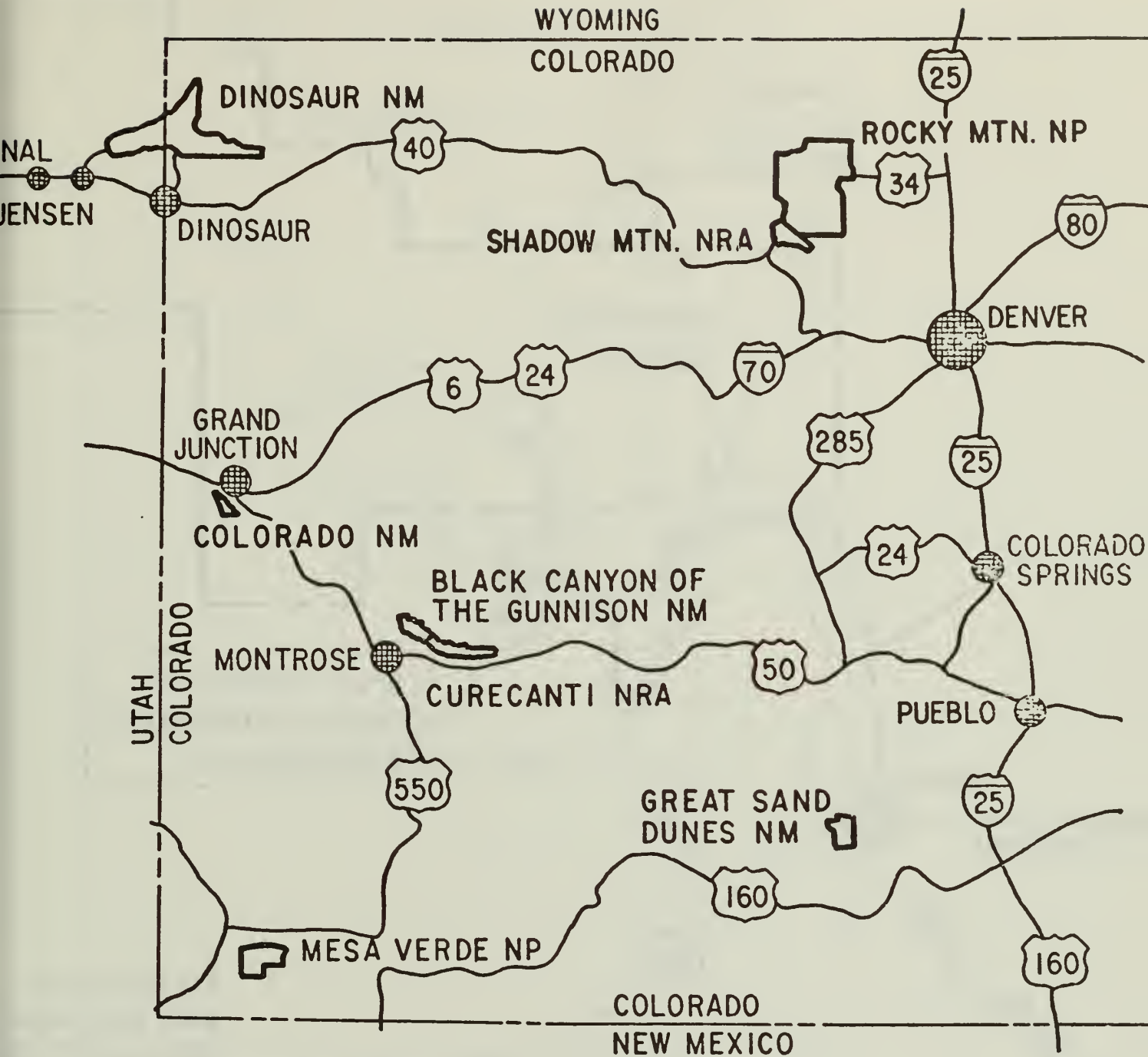
PART 4: MEASUREMENT AND PAYMENT

4-1 MONITORING WELL NO. 1: Measurement will be the number of linear feet in place, measured along the centerline of the monitoring well, from 2 feet above ground surface to bottom of well point. Measurement will include drive well point, shoe and cap. Payment will be made at the contract unit price for linear foot.

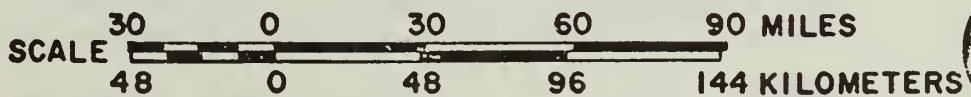
4-2 MONITORING WELL NO. 2: Measurement will be the number of linear feet in place, measured along the centerline of the monitoring well, from 2 feet above ground surface to bottom of well point. Measurement will include drive well point, shoe and cap. Payment will be made at the contract unit price for linear foot.

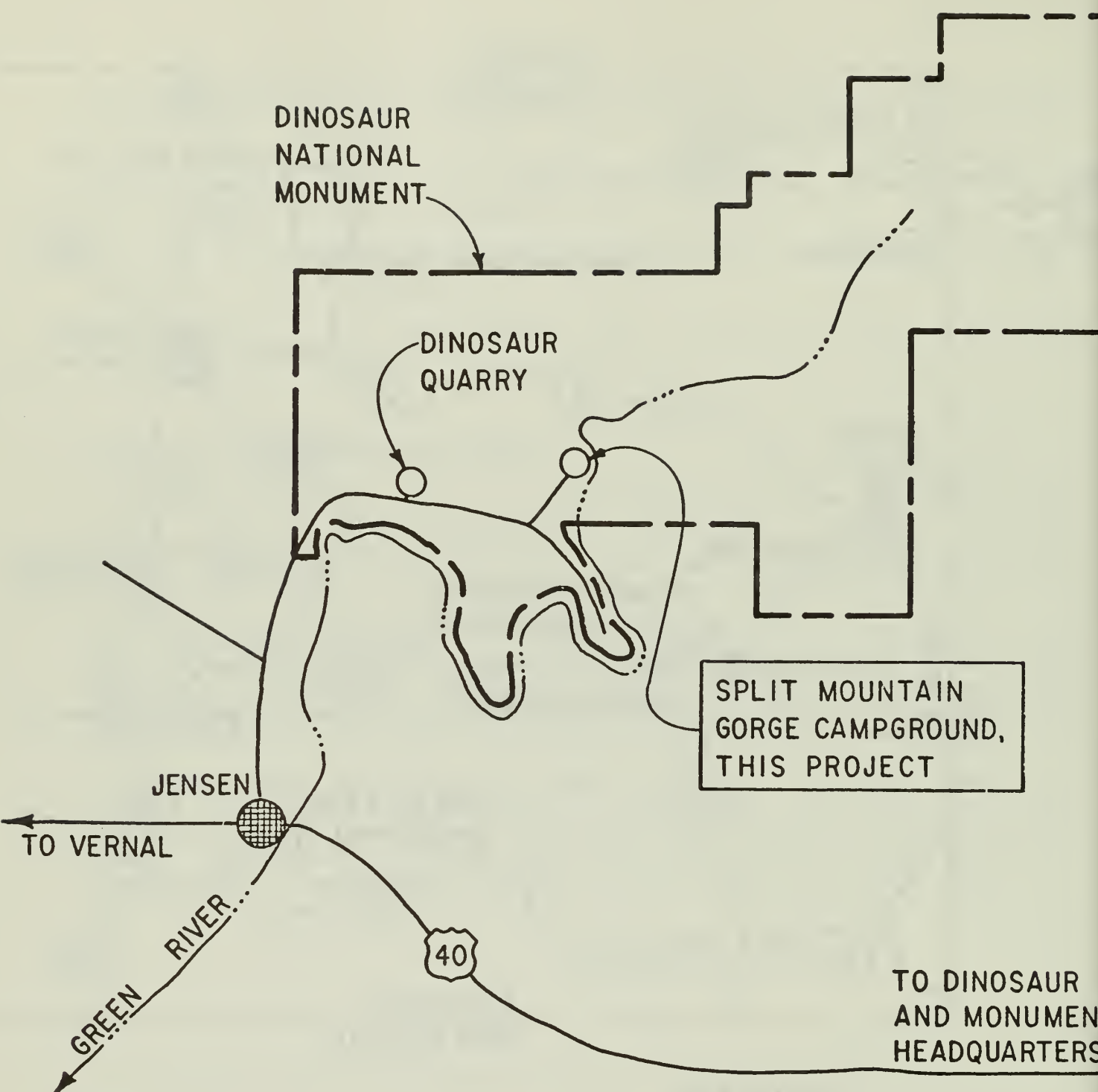
4-3 MONITORING WELL NO. 3: Measurement will be the number of linear feet in place, measured along the centerline of the monitoring well, from 2 feet above ground surface to bottom of well point. Measurement will include drive well point, shoe and cap. Payment will be made at the contract unit price for linear foot.

END

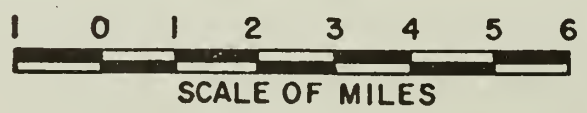


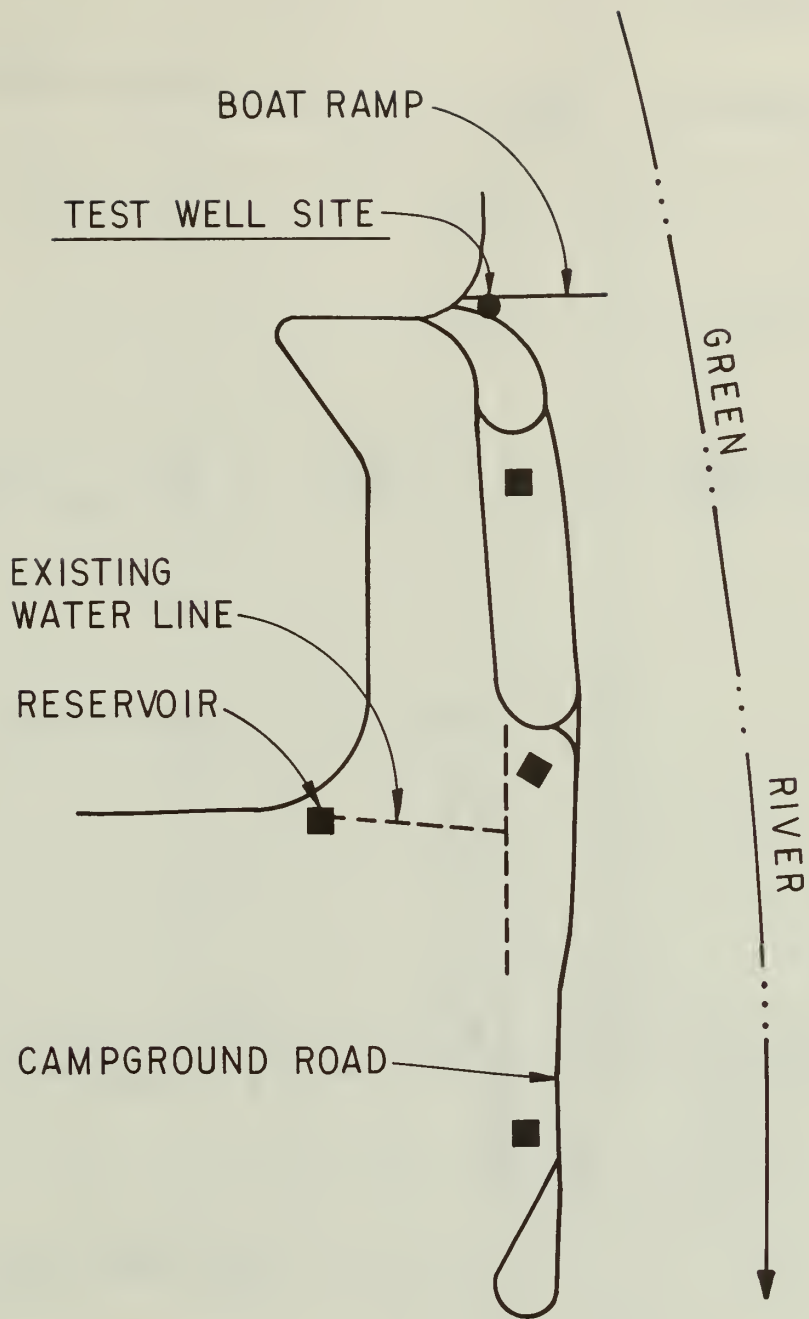
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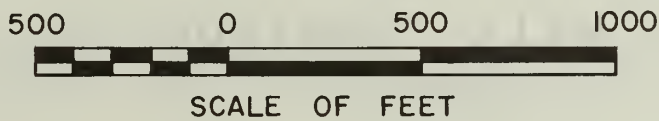
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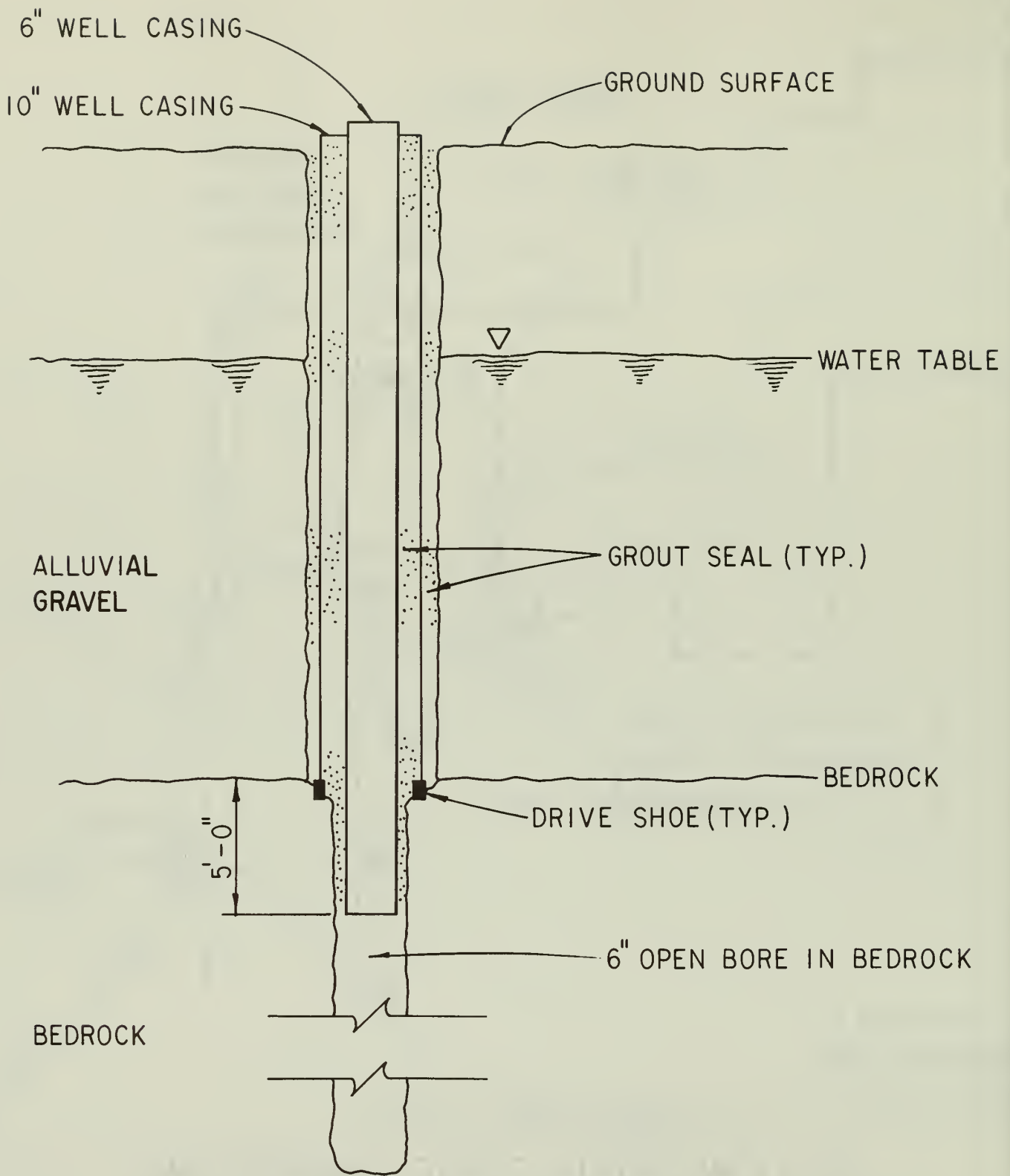




TEST WELL SITE

SPLIT MOUNTAIN GORGE CAMPGROUND



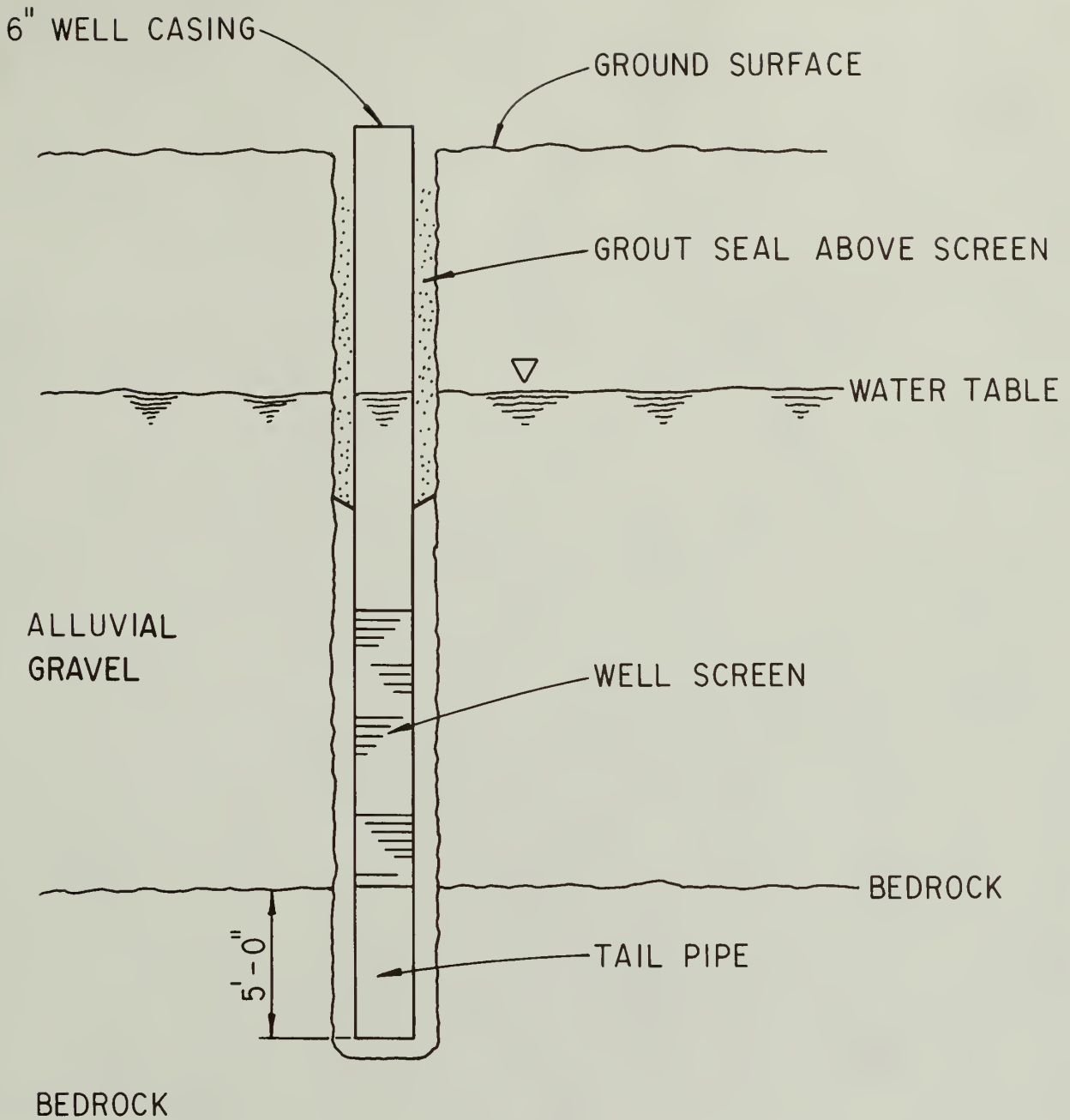


BEDROCK WELL CONSTRUCTION

SECTION 02670

NO SCALE

NOTE : PITLESS ADAPTER NOT SHOWN



ALLUVIUM WELL CONSTRUCTION

SECTION 02671

NO SCALE

NOTE: PITLESS ADAPTER NOT SHOWN

