

MASTER AGREEMENT

Mail Invoice To:

***** BLANKET MASTER CONTRACT *****

Contract : 00003452
Release : 00000
Page : 2

Title : EXERCISE OPTION YEAR ONE
Amendment: 003
Amended Performance Period: - 02/28/03
Amendment Value:
Pricing Method :

Title : EXTEND EFFECTIVE DATE
Amendment: 004
Amended Performance Period: - 05/28/06
Amendment Value:
Pricing Method :

Title : TO ADD WORDING AND RATES FOR MIXED CREWS.
Amendment: 005
Amended Performance Period: -
Amendment Value:
Pricing Method :

Title : EXERCISE OPTION YEAR 2
Amendment: 006
Amended Performance Period: -
Amendment Value:
Pricing Method :

Title : CORRECTED AMENDMENT 6
Amendment: 007
Amended Performance Period: -
Amendment Value:
Pricing Method :

Title : SUSPENSION OF AWARD FEE PLAN EFFECTIVE JULY 1, 2003
Amendment: 008
Amended Performance Period: -
Amendment Value:
Pricing Method :

Title : ELECTRICAL SERVICES COST REDUCTION - ROSS COMPLEX
Amendment: 009
Amended Performance Period: -
Amendment Value:
Pricing Method :

Title : CORRECT PERIOD OF PERFORMANCE FOR AMENDMENT 9
Amendment: 010
Amended Performance Period: - 03/30/04
Amendment Value:
Pricing Method :

Title : ADMINISTRATIVE EXTENSION OF DATE FOR LABOR RELEASES ONLY.
Amendment: 011
Amended Performance Period: - 09/30/04
Amendment Value:
Pricing Method :

MASTER AGREEMENT

Mail Invoice To:

***** BLANKET MASTER CONTRACT *****

Contract : 00003452
Release : 00000
Page : 3

Title : MASTER CONTRACT LABOR RATES OPTION YEAR 3 (04-05) GRP 1-5 +MIXED

Amendment: 012

Amended Performance Period: - 02/28/05

Amendment Value:

Pricing Method : TIME & MATERIALS

Scope of Work Attached

**Master Contract for Labor Services,
Line And Substation Projects**

CONTRACT NO. 3452, AMENDMENT 1

- A. The contract amendment is issued to include the following changes in Part A – Project Releases.

Under A.1 General Requirements: extend the scope of Project Releases to include Telecommunication and Commercial Electrical work.

Under A.2 Releases: Include the option to do Time and Material contracts on projects when necessary. The attached amended contract clauses and clauses referencing Time and Material contracts are incorporated into this contract.

- B. All other terms and conditions remain unchanged.
- C. This amendment constitutes the total equitable adjustment for the changes described herein.

(End of Amendment 1)

CONTRACT TYPE (7-1M)
(JUL 01)(BPI 7.1)

This is an indefinite quantity contract consisting of Labor Hour Reimbursement for the Labor services and Firm Fixed Price or Time and Materials for the Projects. An award fee is included.

- (a) Projects : All work will be paid on a Firm Fixed Price or on a Time and Materials basis. Method will be determined prior to issuing a Release.
- (b) Labor Services: All work will be paid in accordance with the Hourly Billing rates established in the Schedule
- (c) Award Fee: An award fee provision is included in this contract to encourage the Contractor, through a suitable monetary incentive, to provide the management, equipment, materials, labor, and supervision necessary for excellent performance. The award fee criteria and method of evaluation is identified in "Award Fee and Payment (Cost-Plus Award Fee) (7-3.1)" and Attachment 1 to the Statement of Work, "Award Fee Plan".

BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4M)
(JUN 01)(BPI 22.1.3)

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

(a) Hourly Rate.

- (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.
 - (2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.
- (b) Materials. Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual

accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

- (c) Responsibility to obtain best overall price. To the extent able, the Contractor shall--
 - (1) Obtain materials and subcontracts at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and
 - (2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.
- (d) Material the Contractor regularly sells to the public. If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.
- (e) Audit. At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.
- (f) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign

to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

CHANGES - TIME-AND-MATERIALS (14-10)
(SEP 98)(BPI 14.10.5.2)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Notwithstanding the terms and conditions of Paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract

estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

**RELEASES (7-55M)
(SEP 98)**

Project Releases:

A project specific Request for Proposal will be issued by the Contracting Officer, or their designated representative. The Contractor will be obligated to return a proposal within 10 working days. The proposed price shall contain all applicable taxes and duties. Once agreement has been reached, a Release will be issued.

Labor Releases:

On an annual basis at a minimum, Releases will be issued to provide labor services. Each Release will identify the BPA work unit requiring the services and will include the scope of work. Each Release will include a not-to-exceed ceiling. Once this Release is in place, authorized ordering agents identified by the Contracting Officer will notify the contractor when, where and what specific services are required. Upon notification, oral or written, the Contractor shall provide the required services at the agreed upon start work date.

The ceiling amount will be determined unilaterally by Bonneville for each labor Release placed. The Contractor agrees to use its best efforts to perform the work specified in the Statement of Work and all obligations under this contract within the Release ceiling. The Release ceiling includes all estimated costs (both direct and indirect). The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this Release will be greater than had been previously estimated. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this Release.

BPA is not obligated to reimburse the Contractor for costs incurred in excess of the Release ceiling and the Contractor is not obligated to continue performance under this Release (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the Release ceiling until the CO notifies the Contractor in writing that the Release ceiling has been increased.

This amendment is issued to exercise option year 1 of this contract. The following hourly rates will be in effect for the option year one. The hourly rates have been computed according to "Pricing for Option Years (7-54).

****PRICING FOR OPTION YEARS (7-54)
(SEP 98)**

- (a) From the start of the 13th month after the date of renewal, through the remainder of the contract option periods, the Total Labor Rates identified in the Schedule may be adjusted upward or downward based on increases or decreases in (21) Employment Cost Index, compensation, by occupation and industry group, Construction, all Items June 1989=100, as determined and reported monthly in the Monthly Labor Review published by the Bureau of Labor Statistics of the U.S. Department of Labor. The final index point at date of contract is 146.7 for period ending December 2000.
- (b) On each anniversary of the date of the contract, if an option year is exercised, the percent of increase or decrease in the index will be computed by the Contracting Officer. If an adjustment is warranted in accordance with the above, the current hourly billing rate will be increased or decreased, for the ensuing year, by the product of the Total Labor Rate (excluding overhead and profit) times the percent of change reported in the index (figured to two decimal places).
- (c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with the delivery schedules results from causes beyond the control and without the result or negligence of the Contractor.
- (d) The index base rate shown above for the option year of the contract, shall be the latest final rate published in December of the previous year. Should an adjustment in the hourly rates be effected per this clause, the index base rate will be revised to reflect the latest rate published at that date.

The final index point at date of exercising the option year is 153.0 for the period ending December 2001. The hourly prices are increased by 4.29%.

Formula: $(153/146.7-1) \times 100 = 4.29$

****SCHEDULE OF PRICES (22-51)
(SEP 98)**

The contractor shall provide all labor services according to the following rates per hour.

Rate/hr 2001

Rate/hr 2002

Group 1	Regular	Overtime	Premium	Regular	Overtime	Premium
Carpenter Apprentice 1st Term	\$43.19	\$54.29	\$68.38	\$45.04	\$56.62	\$71.31
Carpenter Apprentice 2nd Term	Average includes Per Diem					
Carpenter Apprentice 3rd Term	Average includes Per Diem					
Carpenter Apprentice 4th Term	Average includes Per Diem					
Painter, Apprentice	Average includes Per Diem					
Painter, Journeyman	Average includes Per Diem					
Painter, Master	Average includes Per Diem					

Rate/hr 2001

Rate/hr 2002

Group 2	Regular	Overtime	Premium	Regular	Overtime	Premium
Carpenter	\$54.43	\$69.34	\$84.29	\$56.77	\$72.31	\$87.91
Carpenter Apprentice 5th Term	Average includes Per Diem					
Carpenter Apprentice 6th Term						
Carpenter Apprentice 7th Term						
Carpenter Apprentice 8th Term						
Cement Finisher						
Groundman						
Laborer						
Laborer Foreman						
Line Equipment Operator						
Power Equipment Operator						
Rigger (Electrical)						
Rigger Truck Driver						
Safety Watcher						
Tractor, Equipment Operator						
Truck Driver						
Painter, Taper						

Rate/hr 2001

Rate/hr 2002

Group 3	Regular	Overtime	Premium	Regular	Overtime	Premium
Cable Splicer	\$65.77	\$83.31	\$101.75	\$68.59	\$86.88	\$106.12
Cable Splicer Foreman	Average includes Per Diem					
Carpenter Foreman						
Electrician						
Electrician Foreman						
Lineman						
Lineman Foreman						
Rigger Foreman (Electrical)						
Sheet Metal Mechanic						
Sheet Metal Mechanic Foreman						
Welder						
Welder Foreman						

Rate/hr 2001

Rate/hr 2002

Group 4	Regular	Overtime	Premium	Regular	Overtime	Premium
Material Handler	\$47.30	\$61.80	\$77.10	\$49.33	\$64.45	\$80.41
Material Handler Foreman	Does not include Per Diem					
Heavy Mobile Equip. Mech.						
Machinist						

The purpose of this amendment is to incorporate the rates and terms to be used for mixed crews.

A Memo of Understanding was executed between BPA and IBEW 125 to allow for the use of crews that consist of BPA permanent employees and contract employees supplied through this contract with Christenson Electric.

These rates only apply to mixed crew situations:

MIX CREWS ONLY

**Rate/hr 2002-
2003**

Group 5	Regular	Premium
Cable Splicer	\$ 85.97	\$ 106.12
Cable Splicer Foreman	Average includes Per Diem	
Electrician		
Electrician Foreman		
Lineman		
Lineman Foreman		
Rigger Foreman (Electrical)		
Welder		
Groundman		
Line Equipment Operator		
Rigger (Electrical)		
Safety Watcher		

All other terms and conditions of the contract remain the same.

This amendment is issued to exercise option year 2 of this contract. The following hourly rates will be in effect for the option year two. The hourly rates have been computed according to "Pricing for Option Years (7-54).

****PRICING FOR OPTION YEARS (7-54)
(SEP 98)**

- (a) From the start of the 13th month after the date of renewal, through the remainder of the contract option periods, the Total Labor Rates identified in the Schedule may be adjusted upward or downward based on increases or decreases in (21) Employment Cost Index, compensation, by occupation and industry group, Construction, all Items June 1989=100, as determined and reported monthly in the Monthly Labor Review published by the Bureau of Labor Statistics of the U.S. Department of Labor. The final index point at date of contract is 146.7 for period ending December 2000.
- (b) On each anniversary of the date of the contract, if an option year is exercised, the percent of increase or decrease in the index will be computed by the Contracting Officer. If an adjustment is warranted in accordance with the above, the current hourly billing rate will be increased or decreased, for the ensuing year, by the product of the Total Labor Rate (excluding overhead and profit) times the percent of change reported in the index (figured to two decimal places).
- (c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with the delivery schedules results from causes beyond the control and without the result or negligence of the Contractor.
- (d) The index base rate shown above for the option year of the contract, shall be the latest final rate published in December of the previous year. Should an adjustment in the hourly rates be effected per this clause, the index base rate will be revised to reflect the latest rate published at that date.

The final index point at date of exercising option year one was 153.0 for the period ending December 2001. The final index point at date of exercising option year two is 157.9.0 for the period ending December 2002. The hourly prices are increased by 3.2%.

Formula: $(157.9/153-1) \times 100 = 3.2$

****SCHEDULE OF PRICES (22-51)
(SEP 98)**

The contractor shall provide all labor services according to the following rates per hour.

Rate/hr 2002

Rate/hr 2003

Group 1	Rate/hr 2002			Rate/hr 2003		
	Regular	Overtime	Premium	Regular	Overtime	Premium
Carpenter Apprentice 1st Term	\$46.48	\$58.43	\$73.59	47.96	60.30	75.94
Carpenter Apprentice 2nd Term	Average includes Per Diem					
Carpenter Apprentice 3rd Term						
Carpenter Apprentice 4th Term						
Painter, Apprentice						
Painter, Journeyman						
Painter, Master						

Rates 2002

Rates 2003

Group 2	Rates 2002			Rates 2003		
	Regular	Overtime	Premium	Regular	Overtime	Premium
Carpenter	\$56.77	\$72.31	\$87.91	\$58.59	\$74.62	\$90.72
Carpenter Apprentice 5th Term	Average includes Per Diem					
Carpenter Apprentice 6th Term						
Carpenter Apprentice 7th Term						
Carpenter Apprentice 8th Term						
Cement Finisher						
Groundman						
Laborer						
Laborer Foreman						
Line Equipment Operator						
Power Equipment Operator						
Rigger (Electrical)						
Rigger Truck Driver						
Safety Watcher						
Tractor, Equipment Operator						
Truck Driver						
Painter, Taper						

Rate/hr 2002

Rate/hr 2003

Group 3	Regular	Overtime	Premium	Regular	Overtime	Premium
Cable Splicer	\$68.59	\$86.88	\$106.12	70.78	89.66	\$109.52
Cable Splicer Foreman Carpenter Foreman Electrician Electrician Foreman Lineman Lineman Foreman Rigger Foreman (Electrical) Sheet Metal Mechanic Sheet Metal Mechanic Foreman Welder Welder Foreman	Average includes Per Diem					

Rate/hr 2002

Rate/hr 2003

Group 4	Regular	Overtime	Premium	Regular	Overtime	Premium
Material Handler	\$49.33	\$64.45	\$80.41	50.90	66.51	82.98
Material Handler Foreman Heavy Mobile Equip. Mech. Machinist	Does not include Per Diem					

These rates only apply to mixed crew situations:

MIX CREWS ONLY	Rates 2002		Rates 2003	
Group 5	Regular	Premium	Regular	Premium
Cable Splicer	\$ 88.72	\$ 109.52	\$ 91.56	113.02
Cable Splicer Foreman	Average includes Per Diem			
Electrician				
Electrician Foreman				
Lineman				
Lineman Foreman				
Rigger Foreman (Electrical)				
Welder				
Groundman				
Line Equipment Operator				
Rigger (Electrical)				
Safety Watcher				

All other terms and conditions of the contract remain the same.

Amendment 8, Contract 3452

Purpose of this amendment is to suspend the use of the Award Fee Plan in accordance with the subject contract. Notification to Christenson in correspondence dated April 23, 2003. Effective date of suspension is July 1, 2003.

No other changes to the terms and conditions of this contract are being made at this time.

End of Amendment 8

Amendment 8, Contract 3452

Purpose of this amendment is to suspend the use of the Award Fee Plan in accordance with the subject contract. Notification to Christenson in correspondence dated April 23, 2003. Effective date of suspension is July 1, 2003.

No other changes to the terms and conditions of this contract are being made at this time.

End of Amendment 8

Amendment Nine
Contract 3452

Purpose of this amendment is to reduce costs for work to be performed by electricians at the main facility, Ross Complex and Van Mall, Vancouver, Washington. These rates demonstrate the effort by the contractor to partner with Bonneville Power Administration during this current economy.

In addition to the rates indicated Materials will be marked up **13%** over invoice cost.

See attached Wages.

CHRISTENSON ELECTRICAL SERVICES

Effective 01/01/03 -

WASHINGTON

		<u>Jrny</u>	<u>Foreman</u>	<u>GF</u>	<u>App 6</u>	<u>App 5</u>	<u>App 4</u>	<u>App 3</u>
<u>Base Labor Rate</u>		31.00	34.10	37.20	26.35	21.70	18.60	15.50
<u>Fringe Benefits</u>								
<u>FICA/Medicare</u>	7.65%	2.37	2.61	2.85	2.02	1.66	1.42	1.19
<u>State Unemploy.</u>	5.70%	1.77	1.94	2.12	1.50	1.24	1.06	0.88
<u>Fed. Unemploy.</u>	0.80%	0.25	0.27	0.30	0.21	0.17	0.15	0.12
<u>NEBF</u>	3.00%	0.93	1.02	1.12	0.79	0.65	0.56	0.47
<u>Small Tools</u>	4.50%	1.40	1.53	1.67	1.19	0.98	0.84	0.70
<u>Liab. Ins.</u>	7.00%	2.17	2.39	2.60	1.84	1.52	1.30	1.09
<u>NECA</u>	0.85%	0.26	0.29	0.32	0.22	0.18	0.16	0.13
<u>ADMIN (AMF)</u>	0.35%	0.11	0.12	0.13	0.09	0.08	0.07	0.05
<u>WORKERS COMP</u>	2.45%	0.76	0.84	0.91	0.65	0.53	0.46	0.38

32.30% \$ 10.01 \$ 11.01 \$ 12.02 \$ 8.51 \$ 7.01 \$ 6.01 \$ 5.00

Dollar Fringes

<u>Pension</u>	2.64	2.64	2.64	2.64	2.24	1.85	1.58	1.32
<u>Annuity (Dist. 9)</u>	2.64	2.64	2.64	2.64	2.24	1.85	1.58	1.32
<u>Health & Welfare</u>	5.05	5.05	5.05	5.05	5.05	5.05	5.05	5.05
<u>Flex Plan</u>	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<u>Apprenticeship</u>	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00
<u>WBF</u>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>BLMCC</u>	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
<u>SAFETY</u>	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

\$ 13.03 \$ 13.03 \$ 13.03 \$ 13.03 \$ 12.74 \$ 11.95 \$ 11.42 \$ 10.00

Total Labor Cost

Staight Time	\$ 54.04	\$ 58.14	\$ 62.25	\$ 47.60	\$ 40.66	\$ 36.03	\$ 31.
Overtime 1-1/2	\$ 74.55	\$ 80.70	\$ 86.85	\$ 65.03	\$ 55.01	\$ 48.33	\$ 41.
Double Time 2x	\$ 95.06	\$ 103.26	\$ 111.46	\$ 82.46	\$ 69.36	\$ 60.63	\$ 51.

Total Labor Sell

Staight Time	\$ 62.15	\$ 66.87	\$ 71.58	\$ 54.74	\$ 46.75	\$ 41.43	\$ 36.
Overtime 1-1/2	\$ 85.73	\$ 92.81	\$ 99.88	\$ 74.78	\$ 63.26	\$ 55.58	\$ 47.
Double Time 2x	\$ 109.31	\$ 118.75	\$ 128.18	\$ 94.83	\$ 79.77	\$ 69.73	\$ 59.

Support Truck Fee = \$4.00/Hr.**Service Truck Fee = \$8.00/Hr.**

Amendment 12
Contract 3452

This amendment is issued to exercise option year 3 of this contract. The following hourly rates will be in effect for the option year two. The hourly rates have been computed according to "Pricing for Option Years (7-54).

CPI for the current period	163.3
Less CPI for Previous Period	157.9
Equals Index Point Change	5.4
Divided by Previous Period CPI	157.9
Equals	.034
Result Multiplied by 100	0.034 x 100
Equals % Change	3.4%

The final index point at date of exercising Option Year Two was 157.9 for the period ending December 2002. The final index point at date of exercising option year three is 163.3 for the period ending 2003. The hourly prices are increased by 3.4%.

****PRICING FOR OPTION YEARS (7-54)
(SEP 98)**

- (a) From the start of the 13th month after the date of renewal, through the remainder of the contract option periods, the Total Labor Rates identified in the Schedule may be adjusted upward or downward based on increases or decreases in (21) Employment Cost Index, compensation, by occupation and industry group, Construction, all Items June 1989=100, as determined and reported monthly in the Monthly Labor Review published by the Bureau of Labor Statistics of the U.S. Department of Labor. The final index point at date of contract is 146.7 for period ending December 2000.
- (b) On each anniversary of the date of the contract, if an option year is exercised, the percent of increase or decrease in the index will be computed by the Contracting Officer. If an adjustment is warranted in accordance with the above, the current hourly billing rate will be increased or decreased, for the ensuing year, by the product of the Total Labor Rate (excluding overhead and profit) times the percent of change reported in the index (figured to two decimal places).
- (c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with the delivery schedules results from causes beyond the control and without the result or negligence of the Contractor.
- (d) The index base rate shown above for the option year of the contract, shall be the latest final rate published in December of the previous year. Should an adjustment in the hourly rates be effected per this clause, the index base rate will be revised to reflect the latest rate published at that date.

****SCHEDULE OF PRICES (22-51)
(SEP 98)**

The contractor shall provide all labor services according to the following rates per hour.



BPA Labor Rates
2004-2005.xls



MIX CREW RATES
BPA.xls

All other terms and conditions of the contract remain the same.

<p>KEY: * APPLICABLE TO PART A (PROJECT) RELEASES ONLY. ** APPLICABLE TO PART B (LABOR) RELEASES ONLY IF NO ASTERISK IS PRESENT, THE CLAUSE APPLIES TO BOTH PARTS</p>
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UNIT 1 — SCHEDULE

**CONTRACT TYPE (7-1M)
(JUN 00)(BPI 7.1)**

This is an indefinite quantity contract consisting of Cost Reimbursement and Firm Fixed Price, with an award fee.

- (a) Projects: All work will be paid on a Firm Fixed Price basis to be determined prior to the issuing of a release for the project.
- (b) Labor Services: All work will be paid in accordance with the Hourly Billing rates established in the Schedule.
- (c) Award Fee: An award fee provision is included in this contract to encourage the Contractor, through a suitable monetary incentive, to provide the management, equipment, materials, labor, and supervision necessary for excellent performance. The award fee criteria and method of evaluation is identified in "Award Fee and Payment (Cost-Plus Award Fee) (7-3.1)" and Attachment 1 to the Statement of Work, "Award Fee Plan".

****SCHEDULE OF PRICES (22-51)
(SEP 98)**

The contractor shall provide all labor services according to the following rates per hour.

Rate/
hr

Group 1	Regular	Overtime	Premium
Carpenter Apprentice 1st Term	\$ 43.19	\$ 54.29	\$ 68.38
Carpenter Apprentice 2nd Term	Average includes Per Diem		
Carpenter Apprentice 3rd Term			
Carpenter Apprentice 4th Term			
Painter, Apprentice			
Painter, Journeyman			
Painter, Master			

Rate/
hr

Group 2	Regular	Overtime	Premium
Carpenter	\$ 54.43	\$ 69.34	\$ 84.29
Carpenter Apprentice 5th Term	Average includes Per Diem		
Carpenter Apprentice 6th Term			
Carpenter Apprentice 7th Term			
Carpenter Apprentice 8th Term			
Cement Finisher			
Groundman			
Laborer			
Laborer Foreman			
Line Equipment Operator			
Power Equipment Operator			
Rigger (Electrical)			
Rigger Truck Driver			
Safety Watcher			
Tractor, Equipment Operator			
Truck Driver			
Painter, Taper			

Rate/
hr

Group 3	Regular	Overtime	Premium
Cable Splicer	\$ 65.77	\$ 83.31	\$ 101.75
Cable Splicer Foreman	Average includes Per Diem		
Carpenter Foreman			
Electrician			
Electrician Foreman			
Lineman			
Lineman Foreman			
Rigger Foreman (Electrical)			
Sheet Metal Mechanic			
Sheet Metal Mechanic Foreman			
Welder			
Welder Foreman			

Rate/
hr

Group 4	Regular	Overtime	Premium
Material Handler	\$ 47.30	\$ 61.80	\$ 77.10
Material Handler Foreman Heavy Mobile Equip. Mech. Machinist	Does not include Per Diem		

**INDEFINITE-QUANTITY CONTRACT: ORDERING (7-5M)
(MAY 00)(BPI 7.2.4.1)**

- (a) This is an indefinite-quantity contract. The Contractor shall furnish to BPA, when and if ordered, the supplies or services specified in the Rate Schedule. Delivery or performance shall be at locations designated in Releases.
- (b) Only Releases placed by individuals or BPA offices designated by the Contracting Officer will be considered valid Releases. If mailed, a Release is considered "issued" when BPA deposits the Release in the mail. Releases may also be issued orally or by facsimile.
- (c) There is no limit on the number of Releases that may be issued.
- (d) Any Release issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the Release. The contract shall govern the Contractor's and BPA's rights and obligations with respect to that Release to the same extent as if the Release were completed during the contract's effective period.
- (e) All Releases are subject to the Terms and Conditions of this contract. In the event of conflict between a Release and this contract, the Release shall control.

**PERFORMANCE PERIOD AND OPTIONS (7-7)
(SEP 98)(BPI 7.2.6)**

- (a) This is a one year contract with options to extend for four additional one year periods.
- (b) BPA may unilaterally extend the term of this contract by written notice to the Contractor. BPA will give the Contractor preliminary notice of its intent to extend at least 60 days before the contract expires.

**AWARD FEE AND PAYMENT (COST-PLUS AWARD FEE) (7-3.1)
(SEP 98)(BPI 7.1)**

- (a) The Contractor may earn an award fee on the basis of its performance of both Labor and Project Releases during each evaluation period. See Unit 5 - Award Fee Plan .
- (b) The Contractor's performance will be evaluated after the completion of each evaluation period, which shall be every 3 months. The available award fee allocation in an evaluation period is determined by dividing the award fee pool negotiated annually as stated in the Schedule of Items. Unearned award fee will not be added to any evaluation periods for future periods.
- (c) The award fee will be paid after determination of the award fee amount by BPA and submission of an invoice by the Contractor for the earned amount.
- (d) Before an evaluation period is started, BPA may unilaterally modify the award fee performance evaluation criteria. The Contractor will be notified in writing of these changes by the Contracting Officer before the relevant evaluation period is started. The Award Fee Plan will be modified accordingly.
- (e) The decision of the Fee Determining Official on the amount of the earned award fee is not subject to the Disputes Clause.

**RELEASES (7-55M)
(SEP 98)**

Project Releases:

A project specific Request for Proposal with Statement of Work will be issued by the Contracting Officer, or their designated representative. The Contractor will be obligated to return a proposal within 10 working days. The proposed price shall contain all applicable taxes and duties. Once agreement has been reached, a fixed price Release will be issued.

Labor Releases:

On an annual basis at a minimum, Releases will be issued to provide labor services. Each Release will identify the BPA work unit requiring the services and will include the scope of work. Each Release will include a not-to-exceed ceiling. Once this Release is in place, authorized ordering agents identified by the Contracting Officer will notify the contractor when, where and what specific services are required. Upon notification, oral or written, the Contractor shall provide the required services at the agreed upon start work date.

The ceiling amount will be determined unilaterally by Bonneville for each labor Release placed. The Contractor agrees to use its best efforts to perform the work specified in the Statement of Work and all obligations under this contract within the Release ceiling. The Release ceiling includes all estimated costs (both direct and indirect). The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this Release will be greater than had been previously estimated. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this Release.

BPA is not obligated to reimburse the Contractor for costs incurred in excess of the Release ceiling and the Contractor is not obligated to continue performance under this Release (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the Release ceiling until the CO notifies the Contractor in writing that the Release ceiling has been increased.

****PRICING FOR OPTION YEARS (7-54)**
(SEP 98)

- (a) From the start of the 13th month after the date of renewal, through the remainder of the contract option periods, the Total Labor Rates identified in the Schedule may be adjusted upward or downward based on increases or decreases in (21) Employment Cost Index, compensation, by occupation and industry group, Construction, all Items June 1989=100, as determined and reported monthly in the Monthly Labor Review published by the Bureau of Labor Statistics of the U.S. Department of Labor. The final index point at date of contract is 146.7 for period ending December 2000.
- (b) On each anniversary of the date of the contract, if an option year is exercised, the percent of increase or decrease in the index will be computed by the Contracting Officer. If an adjustment is warranted in accordance with the above, the current hourly billing rate will be increased or decreased, for the ensuing year, by the product of the Total Labor Rate (excluding overhead and profit) times the percent of change reported in the index (figured to two decimal places).
- (c) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with the delivery schedules results from causes beyond the control and without the result or negligence of the Contractor.
- (d) The index base rate shown above for the option year of the contract, shall be the latest final rate published in December of the previous year. Should an adjustment in the hourly rates be effected per this clause, the index base rate will be revised to reflect the latest rate published at that date.

CONTINUITY OF SERVICES (23-1)
(SEP 98)(BPI 23.1.5)

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another Contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

UNIT 2 — CONTRACT CLAUSES

BONDS AND INSURANCE

***PERFORMANCE AND PAYMENT BONDS. (16-1)** **(SEP 98)(BPI 16.1.1.3; 16.1.2.2)**

- (a) The contractor shall furnish all bonds, including any necessary reinsurance agreements, before receiving a notice to proceed with the work or being allowed to start work.
- (1) Performance Bond shall be furnished on Standard Form 25 in the amount of 100 percent of the contract price.
- (2) Payment Bond shall be furnished on Standard Form 25A as follows:
- (A) When the contract price is not more than \$1,000,000 the penal amount shall be 50 percent of the contract price:
- (B) When the contract price is more than \$1,000,000 but not more than \$5,000,000 the penal amount shall be 40 percent of the contract price; and,
- (C) When the contract price is more than \$5,000,000 the penal amount shall be \$2,500,000.
- (b) If the performance and payment bonds are in the form of a corporate surety bond signed by an agent or attorney in-fact, a copy of the power of attorney authorizing action on behalf of the surety shall be attached to the bond.
- (c) If the contract price is substantially increased during the course of the contract, and the Contracting Officer determines that an increase in bond amount is required, the increased bond amount shall be evidenced by submitting SF-25 or SF-25A as described in paragraph (a) of this clause.
- (d) The cost of the performance and/or payment bond premiums is to be included in the contract price. No additional payment will be made for bond premiums.
- (e) The Contractor shall promptly furnish additional security required to protect BPA and persons supplying labor or materials under this contract if--
- (1) Any surety upon any bond furnished with this contract becomes unacceptable to BPA; or
- (2) Any surety fails to furnish reports on its financial condition as required by BPA.

INSURANCE (16-2M) **(MAY 00)(BPI 16.3.3)**

- (a) The following minimum kinds and amounts of insurance are applicable in the performance of the Labor Releases under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required.

- (2) **General liability.** The Contractor shall provide general liability insurance of at least \$1 million per occurrence. Any policy aggregate limits, which apply, shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as insureds with respect to the Contractor's performance of services. The Contractor's policy shall be primary to any insurance or self-insurance programs of BPA.
- (3) **Automobile liability.** The Contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1 million per accident and include coverage for all owned, non-owned and hired automobiles.
- (b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (c) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the Contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the Contracting Officer at least 30 days before the effective date. In addition, the Contractor shall provide certificates as the policies are renewed throughout the period of the contract. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20M) (JUN 00)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Disbursement Operations office is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Disbursement Operations using either SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" or BPA's "Simplified Vendor Express Enrollment Form." These EFT enrollment forms are available either from the Contracting Officer (CO) or from BPA Disbursement Operations. If you have any questions or need assistance, please call the BPA "Vendor Hot Line" at (503) 230-4004. Submit completed enrollment form to the following address:

Bonneville Power Administration
Disbursement Operations, Attention: EFT
PO Box 3621
Portland, OR 97208-3621

- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Disbursement Operations office. BPA Disbursement Operations must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

***BASIS OF PAYMENT -- PROGRESS PAYMENTS (22-2)
(CONSTRUCTION CONTRACTS) (SEP 98)(BPI 22.1.3)**

- (a) Progress payments. BPA shall make progress payments as the work proceeds based on its assessment of the stage or percentage of work accomplished. BPA may include in the calculation of progress, 75 percent of the cost of material delivered to the site but not yet installed. The Contractor shall submit supplier invoices to verify such cost of material. The Contractor shall furnish a breakdown of the work as a percentage of total contract price, in such detail as required by the CO. (See clause 24-10, Price Data Sheet).
- (b) Interest on unearned amounts. After making a request for progress payment, if all or a portion of the request constitutes a payment for performance by the Contractor (or any subcontractors or suppliers) that fails to conform to the requirements of the contract, the Contractor shall (1) notify the CO of the performance deficiency and (2) pay BPA an amount equal to interest on the unearned amount from the date of receipt of the unearned amount until the date that the performance deficiency has been corrected or until the contractor reduces the amount of any subsequent request for progress payments by the unearned amount.
- (c) Title to all material and work covered by progress payments made shall pass to BPA at the time of payment. This shall not be construed as--
 - (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of BPA to require the fulfillment of all of the terms of the contract.
- (d) Performance and payment bond premiums paid by the Contractor will be reimbursed by BPA after the Contractor has furnished evidence of full payment to the surety.
- (e) Partial Payments. Unless otherwise specified, payment shall be made after acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.
- (f) Final Payment. BPA shall pay the amount due the Contractor under this contract after completion and acceptance of all work and after presentation of a release of all claims against BPA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of any assignee if the Contractor's claim to amounts payable under this contract has been assigned. The release forms will be provided by BPA.

****PAYMENT (22-12)**
(SEP 98)(BPI 22.2.5)

- (a) **Payment Due Date.** Payment (including partial payments or progress payments) if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) **Billing Instructions.**
- (1) Invoices must include the contractor's name and address, unique invoice number, invoice date, Contract number, Release number, description work performed, price and quantity of item(s) actually delivered or rendered, and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice. Failure to submit a proper invoice may result in a delay in payment.

Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.

- (c) **Payment Method.** Payments under this contract will be made by electronic funds transfer whenever possible, or by check, at the option of BPA.
- (d) **Prompt Payment Act.** This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and Office of Management and Budget Circular A-125.
- (e) **Interest Penalty Payments.** If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

***PAYMENT -- CONSTRUCTION CONTRACTS (22-11)**
(SEP 98)(BPI 22.2.5)

- (a) **Prompt Payment Act.** This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125. All payments will be made in accordance with the OMB Circular A-125.
- (b) **Payment Due Dates:** For purposes of determining interest penalty only, work will be deemed accepted not later than 30 calendar days after the contractor has completed the work or services.
- (1) Progress payments shall be due not later than fourteen (14) calendar days after receipt of the payment request by the BPA designated billing office. BPA shall make progress payments monthly as the work proceeds, or at more frequent intervals as may be agreed to by the CO, on estimates of work accomplished which meets the standards of quality established under the contract.
- (2) Payment of any withholding shall be due not later than 30 days after approval for release to the Contractor by the CO.
- (3) Partial payments and final payments shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice or the date of BPA acceptance of the work or services completed by the Contractor.

(c) Billing Instructions.

(1) Invoices must include the contractor's name and address, unique invoice number, invoice date, contract number, Release number, contract line item number, description of construction work completed, price and quantity of item(s) actually delivered or construction rendered (amounts billed for work performed under a Release must be separately identified by Release number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice. Failure to submit a proper invoice may result in a delay in payment.

(2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.

(d) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check, at the option of BPA.

(e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

(f) Subcontract Requirements.

(1) The Contractor shall include in each subcontract:

(A) A payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment by BPA under this contract.

(B) An interest penalty clause, which obligates the Contractor to pay to the subcontractor, an interest penalty for each payment not made in accordance with the payment clause.

(C) A clause requiring each subcontractor to include a payment clause and an interest penalty clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(2) If a Contractor, after making a request for payment to BPA, discovers that all or a portion of the payment otherwise due a subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(A) Furnish a notice to the subcontractor specifying (1) the amount to be withheld; (2) the specific cause for the withholding; and (3) the remedial actions to be taken by the subcontractor in order to receive payment of the amount withheld;

(B) Give the CO a copy of the notice furnished to the subcontractor;

(C) Notify the CO of the beginning and end dates of any withholding of subcontractor payments; and

(D) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency.

(E) Pay interest to BPA from the 8th day funds are held by the Contractor to the date the funds are either paid to the subcontractor or are returned to BPA.

- (3) The Contractor may not request payment from BPA of any amount withheld or retained from a subcontractor until such time as the Contractor has determined the subcontractor is entitled to the payment of such amount.

DISCOUNTS FOR PROMPT PAYMENT (22-10)
(SEP 98)(BPI 22.2.1)

In connection with any discount offered for prompt payment, time shall be computed from the date shown on the invoice or if no date is shown then from the date BPA receives the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

****CONTRACT CEILING LIMITATION (22-7)**
(SEP 98)(BPI 22.1.3)

- a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract release ceiling. The contract release ceiling includes all estimated costs (both direct and indirect) and any fee allowance.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of any Release under this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing a Release under this contract.
- (d) Release Ceiling.
- (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the Release ceiling specified in the Schedule, and
- (2) The Contractor is not obligated to continue performance under this a Release on this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the Release ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the ceiling has been increased.
- (e) No notice, communication, or representation, from any person other than the CO or the COR, shall affect this contract's Release ceiling.
- (f) If this contract is terminated or the Release ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Release, based upon the share of costs incurred by each.

***WITHHOLDING (22-9)**
(SEP 98)(BPI 22.1.5)

- (a) The Contracting Officer reserves the right to withhold an amount not to exceed 10 percent of the contract price if determined necessary to protect BPA's interests.
- (b) Upon completion and acceptance of each severable item of work for which the price is stated separately in the contract, payment shall be made for the completed work, less liquidated damages (if any), without withholding of a percentage.

FEDERAL, STATE, AND LOCAL TAXES (22-15)
(SEP 98)(BPI 22.5.3.2)

- (a) The contract price shall include all applicable Federal, state, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.
- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, 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.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

***STATE OF IDAHO USE TAX (22-18)**
(SEP 98)(BPI 22.5.3.4)

The State of Idaho may endeavor to impose a use tax on the value of Government-furnished materials on this contract. Offerors should not include in their offers any factor for this tax. In the event the State of Idaho purports to assess or levy such a tax, the Contractor shall immediately submit copies of any documents reflecting such assessment or levy to the Contracting Officer. Any inquiries from the State of Idaho relating to the value of equipment or materials furnished by BPA shall be referred to the Contracting Officer. The Contractor shall not make any payments to the State of Idaho on account of such taxes unless authorized by the Contracting Officer.

***WASHINGTON STATE SALES AND USE TAXES (22-17)**
(SEP 98)(BPI 22.5.3.3)

The Supreme Court has ruled that the Washington State Sales and Use Taxes apply to Federal contracts. Therefore, it is the responsibility of the offerors to take Washington State Tax Statutes into account when preparing their offers. Offerors should not take into account or include a factor for the State of Washington Sales or Use Tax which may be levied on Government-furnished materials or equipment in connection with performance of this contract. Any assessment by the State of Washington against the Contractor shall be reported immediately to the Contracting Officer. The Contractor shall be reimbursed by BPA for payment of any tax authorized to be paid by the Contracting Officer by an appropriate contract modification. The reimbursement shall be limited to the actual tax amount assessed by the State of Washington. The Contractor hereby authorizes BPA to enter into such negotiations and arrangements with the State of Washington as it may deem appropriate in resolving the amount of applicable tax(es).

INTEREST ON AMOUNTS DUE BPA (22-13)
(SEP 98)(BPI 22.3)

- (a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to BPA under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the

Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in Paragraph (b) of this clause, and then at the rate applicable for each 6-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date BPA transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) Payment will be due within 30 days of the date of the invoice. The collection actions available under the Debt Collection Act of 1982 (Public Law 97-365), as amended, and the revised Federal Claims Collections Standards (4 CFR 102), will be utilized. Administrative charges and penalties will be charged in accordance with 31 U.S.C. 3717, except where prohibited or explicitly provided for by statute or regulation required by statute.

GENERAL CONTRACT ADMINISTRATION

APPLICABLE REGULATIONS (1-1) (SEP 98)(BPI 1.3.1)

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity - GP, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

SUBCONTRACTS (14-7M) (FEB 01)(BPI 14.9)

This contract is a joint effort between the Contractor, Christenson Electric, and subcontractors Resource Management Association and Wilson Construction.

The Contractor shall not subcontract any work, other than to the above listed companies, without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award of a Release. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the Contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2) (SEP 98)(BPI 14.3.2)

(a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.

- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

***FIELD CONTRACT MODIFICATIONS (24-25)**
(SEP 98)(BPI 24.5.3.22)

- (a) The purpose of this clause is to establish a procedure whereby one contract modification will be used both to direct field changes of the type specified in the changes clause herein and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes having less than \$ 5,000.00 impact to the contract price and 7 calendar days or less time extension.
- (b) When either party desires a change which falls within the category of changes defined in paragraph (a), a field modification form shall be executed by both parties which shall constitute a full, complete, and final settlement for the change directed. The BPA individuals, besides the Contracting Officer, authorized to execute such modifications are: Contracting Officer Representative, Contracting Officer's Technical Representative and/or Field Inspector.
- (c) The Contractor's job superintendent, or other specified representative, shall be authorized to execute said document on behalf of the Contractor thereby legally binding their company. This person shall be on the job site at all times during performance of the contract.

***STOP WORK ORDER (14-14)**
(SEP 98)(BPI 14.12)

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The Contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.
- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.
- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

***CHANGES - FIXED-PRICE (14-8)**
(SEP 98)(BPI 14.10.5.2)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.

- (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
 - (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
 - (d) Failure to agree to any adjustment shall be a dispute under a disputes clause if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) Constructive Changes. If the Contractor considers that a BPA action or inaction constitutes a change to the contract (constructive change), and the change is not identified as such in writing and signed by the Contracting Officer, the Contractor shall promptly notify the Contracting Officer in writing. No equitable adjustment will be made for costs incurred more than 20 days before the Contractor gives written notice of the constructive change.
 - (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

****CHANGES - COST-REIMBURSEMENT (14-9M)
(JUN 00)(BPI 14.10.5.2)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
 - (1) Method of shipment or packing.
 - (2) Place of delivery or performance.
 - (3) Description of services to be performed.
 - (4) Time of performance (i.e., hours of the day, days of the week, etc.).
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or if it otherwise affects any other Terms and Conditions of this contract, the Contracting Officer shall make an equitable adjustment in (1) the estimated cost, delivery or completion schedule, or both; (2) the amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Notwithstanding the terms and conditions of Paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source, is at its own risk of liability.

***MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (14-13)**
(SEP 98)(BPI 14.10.5.2)

- (a) The Contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.
- (b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.
- (c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

PRICING OF ADJUSTMENTS (14-12)
(SEP 98)(BPI 14.10.5.2)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other modification in connection with this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 13 of the Bonneville Purchasing Instructions which are in effect on the date of this contract.

PRICE REDUCTION FOR INACCURATE COST OR PRICING INFORMATION (12-2)
(SEP 98)(12.5.4)

BPA retains the right to reduce the contract price, including profit or fee, if the cost or pricing information submitted by the Contractor was not complete, accurate, and current at the time of final price agreement. This right applies to the contract as awarded, to any subsequent modifications, and to any data submitted by subcontractors.

**** EXAMINATION OF RECORDS (12-3)**
(SEP 98)(BPI 12.8.8.1)

- (a) The contractor shall keep accurate and complete accounting records in support of all cost-based billings to BPA in accordance with generally accepted accounting principles and practices. The Comptroller General of the United States, the Contracting Officer, or their representatives, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent records involving transactions related to this contract or any subcontract hereunder. Records includes, but is not limited to, books, documents, and other information regardless of form (e.g., machine readable data) or type (e.g. data bases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, subcontracting, modifying or performing the contract. The purpose of such examination shall be to determine the accuracy, completeness, and currency of costs charged under the contract and/or to verify cost or pricing information submitted to BPA.
- (b) Such documents shall be available for three (3) years after final payment or, in the case of termination, three (3) years from the date of any final termination settlement. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims have been disposed of.
- (c) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in other than fixed price subcontracts over \$100,000, altering the clause as necessary to identify the contracting parties and the Contracting Officer under the prime contract.

AUDIT (25-50)
(JUN 00)

At any time or times before final payment, the CO may have the Contractor's invoices and/or statements of cost audited. Any payment may be (1) reduced by amounts found by the CO not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

****SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)**
(SEP 98)(BPI 23.4.1)

- (a) The following definitions may apply to this contract:
 - (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified data" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified data may include, but are not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data within the meaning of 18 U.S.C. 1905 and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; energy supply data; economic forecasts; and financial data.
- (b) The contractor is responsible for protecting BPA property including sensitive unclassified data. Based on the review discussed in paragraph (d) below, the contractor shall make a determination as to an employee's eligibility or continued eligibility for access to such BPA facilities. When the contractor is an individual, BPA will conduct the screening.
- (c) As part of its effort to protect BPA facilities and attendees of on-site child care centers, the contractor shall establish a personnel screening procedure for those employees that have access to such facilities. The

personnel screening process need not be applied to contractor personnel who currently have a DOE or other government agency access authorization or security clearance.

- (d) In instances where an individual requiring access is an employee of a subcontractor, the contractor shall be responsible for ensuring that the subcontractor has successfully screened the employee before granting the individual eligibility for access.
- (e) The personnel screening activities listed in (1) through (6) below shall be conducted to determine an individual's eligibility or continued eligibility for access to BPA facilities. Such a determination shall not be construed as a substitute for determining whether an individual is suitable for employment. At a minimum, the personnel screening process shall include:
 - (1) Verification of employment history;
 - (2) A review of references listed on the employment application;
 - (3) Verification of employment for the last 5 years;
 - (4) Verification of education (high school or beyond) that resulted in the awarding of a degree;
 - (5) A credit check; and
 - (6) A law enforcement check in the state of residence over the past 5 years, and a fingerprint check.
- (f) In addition to the requirements described in (e) and (h) of this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) Contractor approval for an individual's access shall be based upon the issues below and constitutes a determination that permitting the individual to access BPA facilities is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these issues shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy.
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts.
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse.
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (i) The contractor's screening process shall provide that when an initial determination is made to disapprove, the individual shall be informed of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination. If the individual provides new information, the unfavorable information that formed the basis in the initial disapproval of access, as well as the new information presented by the individual, shall again be

reviewed in order to render a final determination as to whether access shall be approved. The individual shall be informed of the final determination.

- (j) The individual's employment records or personnel file shall contain a copy of the final determination and the basis for the determination. If access is approved, annual reviews of the individual's employment records or personnel file shall be conducted by the employer to assure the individual's continued eligibility for access. Annual reviews and recertification or approvals for access shall be noted in the records or file.
- (k) The personnel screening process shall be made available, as required, to the BPA Security Officer or his designee, and Government representatives conducting contract audits or computer security program compliance reviews.
- (l) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (m) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities.

***SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (24-3)
(SEP 98)(BPI 24.5.2.1)**

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by BPA, information available to the public from local government agencies, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for properly estimating the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to BPA.
- (b) BPA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by BPA. Nor does BPA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

***PRECONSTRUCTION CONFERENCE 24-5
(SEP 98)(BPI 24.5.3.2)**

The successful offeror will be required to attend a pre-construction conference at a site designated by the Contracting Officer prior to commencement of the work.

***DIFFERING SITE CONDITIONS (24-7)
(SEP 98)(BPI 24.12)**

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in

this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work provided for in the contract. Unless specifically identified in the contract, discoveries of archaeological or historical remains such as graves, fossils, skeletal materials and artifacts protected by the Archaeological Resources Protection Act (36 CFR 1214) are considered type two conditions.

- (b) BPA shall investigate the site conditions promptly after receiving the notice. If the Contracting Officer determines that the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

***SPECIFICATIONS, DRAWINGS, AND MATERIAL SUBMITTALS (24-9)
(SEP 98)(BPI 24.14)**

- (a) Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended, and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract, unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".
- (d) Omissions from the drawings and specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. They shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- (e) The Contractor shall check all drawings furnished by BPA prior to starting work and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work, and will be responsible for any errors which might have been avoided thereby.

- (f) Shop drawings means drawings, submitted to BPA by the Contractor, Subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. BPA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (g) If this contract requires material submittals (e.g., shop drawings, catalog cuts, certificates of conformance, etc.), the Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Submittals sent to BPA without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer's representative (as set forth in Unit 3) will indicate an approval or disapproval of the submittal, and if not approved as submitted, shall indicate BPA's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer, by or his or her representative, shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (h) below.
- (h) If submittals show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the submittal, at the time of submission. The variation description, a copy of the respective submittal and a proposal for its incorporation into the contract shall be sent directly to the Contracting Officer. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (i) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all submittals as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all submittals, will be retained by the Contracting Officer and one set will be returned to the Contractor.
- (j) This clause shall be included in all subcontracts at any tier.

MATERIAL AND WORKMANSHIP (24-13)
(SEP 98)(BPI 24.56.3.10)

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Use of recycled materials for the manufacture of such products is encouraged. Equipment, material, or articles specified by trade name, make, or catalog number, shall be provided. Equivalent items are not acceptable unless specifically authorized in the specification.
- (b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, unsafe, or otherwise objectionable.

SUPERINTENDENCE BY THE CONTRACTOR (24-14)
(SEP 98)(BPI 24.19)

At all times during performance of this contract, and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

***PERMITS AND RESPONSIBILITIES (24-15)**
(SEP 98)(BPI 24.20)

The Contractor shall, without additional expense to BPA, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, state, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

***OTHER CONTRACTS (24-16)**
(SEP 98)(BPI 24.21)

BPA may undertake or award other contracts for additional work, or may utilize in-house construction forces, at or near the site of the work. The Contractor shall fully cooperate with such other Contractors and BPA employees, and carefully adapt scheduling and performance of the work under this contract to accommodate simultaneous performance, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractors or by BPA employees.

***OPERATIONS AND STORAGE AREAS (24-17)**
(SEP 98)(BPI 24.5.3.14)

- (a) The Contractor shall confine all operations (including storage of materials) on BPA premises to areas authorized or approved by the Contracting Officer's Technical Representative or Field Inspector.
- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer, and shall be built with labor and materials furnished by the Contractor without expense to BPA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

***USE AND POSSESSION PRIOR TO COMPLETION (24-18)**
(SEP 98)(BPI 24.23)

- (a) BPA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that BPA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. BPA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While BPA has such possession or use, the Contractor shall be relieved of the responsibility for the loss or damage to the work resulting from BPA's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities". If prior possession or use by BPA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment will be made in the contract price or the time of completion and the contract will be modified in writing accordingly.

***CLEANING UP (24-19)**
(SEP 98)(BPI 24.24)

- (a) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of BPA. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.
- (b) Unless specifically set forth in the contract, the Contractor shall not burn any material on site, on the right-of-way or on the access roads to the sites. All material and debris shall be hauled to an appropriate disposal site.

***ROAD MAINTENANCE (24-21)**
(SEP 98)(BPI 24.26)

The Contractor shall maintain all roads used by it, and upon completion of the job shall leave them in as good a condition as when first used. A road grading machine - not a bulldozer - shall be used for maintenance and final grading. In no event shall the Contractor interfere with the property owner's use of roads existing prior to the Contractor's entry.

***CONTRACTOR'S DAILY REPORT (24-24)**
(SEP 98)(BPI 24.5.3.21)

The Contractor is required to submit a "Daily Report to Inspector," BPA F6410.11. The forms shall be completed daily and delivered to the designated BPA Contracting Officer's Technical Representative or Field Inspector. Information to be reported on the forms includes, but is not limited to: workers by classification, the move-on and move-off of construction equipment, materials and equipment delivered to the site, inspections and tests performed, and total cumulative hours worked.

ORDER OF PRECEDENCE (14-3)
(SEP 98)(14.4.1)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (3-4)
(SEP 98)(BPI 3.5.5)

- (a) As used in this clause:

"Covered Federal action" means:

- (1) The awarding of any Federal contract.
- (2) The extension, continuation, renewal, amendment, or modification of any Federal contract.

"Indian tribe" and "tribal organization" have the meaning provided in Section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and includes Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all Contractors and subcontractors. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under clause if paid for with appropriated funds.
- (c) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action;
or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) The Contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (e) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

- (f) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

DRUG-FREE WORKPLACE (3-6)
(SEP 98)(BPI 3.6.4)

- (a) The contractor agrees that with respect to all employees to be employed under this contract it will provide a drug-free workplace as described in this clause.
- (b) Definitions. As used in this clause "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), as from time to time amended, and as further defined in regulation at 21 CFR 1308.11-1308.15, as amended.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employees who have other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an on-going drug-free awareness program to inform such employees about--
 - (A) The dangers of drug abuse in the workplace;
 - (B) The contractor's policy of maintaining a drug-free workplace;
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;

- (4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (A) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(SEP 98)(BPI 3.7.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
 - (1) Harassment-free workplace;
 - (2) Non-smoking workplace;
 - (3) Firearms and other weapons (BPAM 1073);
 - (4) Safety and health (clauses 15-2 and 15-4);
 - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites; and
 - (6) Standards of conduct regarding transmission information (BPI 3.2).
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

SOCIO-ECONOMIC ISSUES

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (8-3)

(SEP 98)(BPI 8.3.9)

- (a) It is the policy of the United States that small business concerns, and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency, including contracts and subcontracts.
- (b) Prime contractors shall establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- (c) The Contractor hereby agrees to carry out the policies in (a) and (b) in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (d) As used in this contract, the terms "small business concern" and "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

***BUY AMERICAN ACT - CONSTRUCTION MATERIALS (9-5)**

(SEP 98)(BPI 9.2.4)

(a) Agreement

In accordance with the Buy American Act (41 U.S.C. 10a-10d), and Executive Order 10582, (as amended), the Contractor agrees that only domestic construction material will be used (by the Contractor, subcontractors, materialmen, and suppliers) in the performance of this contract, except for nondomestic material listed in the contract.

(b) Domestic construction material

"Construction material" means any article, material, or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

(c) Domestic component

A component shall be considered to have been "mined, produced, or manufactured in the United States" (regardless of its source in fact) if the article, material, or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

(d) Excluded materials.

The requirements of this clause do not apply to the following raw material and construction material components:

Antimony, as metal or oxide.
Asbestos, amosite, chrysolite, and crocidolite.
Bauxite.
Cadmium, ores and flue dust.
Calcium cyanamide.
Chrome ore or chromite.
Cobalt, in cathodes, rondelles, or other primary ore and metal forms.
Cork, wood or bark and waste.
Diamonds, industrial, stones and abrasives.
Fibers of the following types: jute, jute burlaps, and sisal.
Graphite, natural, crystalline, crucible grade.
Hemp.
Leather, sheepskin, hair type.
Manganese.
Mica.
Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts.
Platinum and related group metals.
Quartz crystals.
Rubber, crude and latex.
Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available.

**NONDISCRIMINATION AND AFFIRMATIVE ACTION (10-1)
(SEP 98)(BPI 10.2)**

- (a) The Contractor shall not discriminate against its employees or applicants because of their race, color, religion, sex, national origin, age, status as Disabled or Vietnam Veterans, or physical or mental handicaps. The Contractor certifies that it does not, and will not, maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:
- (1) For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant releases of the Secretary of Labor (See 41 CFR 60-1.1).
 - (2) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).
 - (3) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 CFR Part 60-741).
 - (4) For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).
- (b) The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

****SERVICE CONTRACT ACT OF 1965 (10-3)
(SEP 98)(BPI 10.3.4)**

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, [41 U.S.C. 351, et seq.].

"Contractor," as used in this clause or in any subcontract, shall include the subcontractor, except in the term "BPA Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service employees regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) Conforming additional classifications.

- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract [i.e., the work to be performed is not performed by any classification listed in the wage determination] so as to provide a reasonable relationship [i.e., appropriate level of skill comparison] between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 [which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves, together with the agency recommendation], and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action, or render a final determination in the event of disagreement, within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be posted as a part of the wage determination or a written copy shall be furnished to each affected employee.
- (iv) Establishing rates.

- (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than two years, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after two years under wage determinations to be issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the

Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Records.
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (A) For each employee subject to the Act --
 - (i) Name, address and social security number;
 - (ii) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(iii) Daily and weekly hours worked by each employee; and

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(B) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(C) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (m) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to suspend of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the BPA prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the BPA may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(l) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the BPA prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the BPA prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, together with a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- (m) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a BPA facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.
- (n) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (o) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (n) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the DOL (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (p) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (q) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements 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.

****WAGE DETERMINATION NOT AVAILABLE (10-6)
(SEP 98)(BPI 10.3.4)**

A U.S. Department of Labor Wage Determination applicable to the specified locality and classes of service employees to be utilized under the resultant contract is not available at this time. Offerors are reminded of the successful Contractor's obligation to comply with the minimum wage requirements of Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. BPA may incorporate a wage determination if it becomes available and may require its effective date to be retroactive to the date of award. If incorporated and it requires the Contractor to pay higher wages, the contract shall be equitably adjusted.

**DAVIS-BACON ACT (10-7)
(SEP 98)(BPI 10.4.4)**

(a) All laborers and mechanics employed or working upon the site of the work 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 are 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 period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled "Apprentices, Trainees, and Helpers." 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 classifications 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) Additional wage classifications.

(1) The CO shall require that any class of laborers or mechanics, including helpers, 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 CO shall approve an additional classification, and wage rate and fringe benefits therefor, only when all the following criteria have been met:

(A) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination.

(B) The classification is utilized in the area by the construction industry.

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

- (D) With respect to helpers, such classification prevails in the area in which the work is performed.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CO 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 CO to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the CO or will notify the CO 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 CO do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the CO shall refer the questions, including the views of all interested parties and the recommendation of the CO, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the CO or will notify the CO 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. Pending approval of the wage rate classification by the Wage and Hour Division per (b)(2) or (b)(3), the CO may unilaterally modify the contract to incorporate wage rates for interim use, as determined by the CO pursuant to (b)(1) of this clause. Whenever payment of such interim wage rate is made as prescribed by the CO pursuant to (b)(1), and the paid wage rate materially differs from the wage rate approved by the Wage and Hour Division pursuant to subparagraphs (b)(2) or (b)(3) of this clause, the CO shall make an equitable adjustment (upward or downward) in the contract price. The amount of the adjustment shall be the difference between the sum of interim wage rate paid and the wage rate approved by the Wage and Hour Division.
- (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 the 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) The Contractor shall comply with the requirements of the Copeland ("Anti-Kickback") Act, as amended, (18 U.S.C. 874 and 40 U.S.C. 276c) and its implementing regulations (29 CFR Part 3), which require reasonable procedures in place to prevent and detect unlawful practices to induce or intimidate employees to accept lessor compensation than they are entitled to under a contract of employment.
- (f) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. 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.

WITHHOLDING -- LABOR VIOLATIONS (10-8)
(SEP 98)(BPI 10.4.4)

The Contracting Officer may withhold, or cause to be withheld, from the Contractor under this contract, or any other Federal contract with the same Prime Contractor, as much of the otherwise due payments, advances, or guarantee of funds, 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 and fringe benefits 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, all or part of the wages required by the contract, 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 until such violations have ceased.

PAYROLLS AND BASIC RECORDS (10-9)
(SEP 98)(BPI 10.4.4)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. 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 described 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, 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 apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) Submission of payroll records to the Contracting Officer is not required under this contract unless specifically requested by the Contracting Officer. Providing the payrolls, when requested, shall be prompt, and shall not be considered a change to the contract. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Paragraph (a) of this clause for the periods identified by the Contracting Officer. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied 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
- (A) That the payroll for the payroll period contains the information required to be maintained under Paragraph (a) of this clause and that such information is correct and complete;
- (B) 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 the Regulations, 29 CFR Part 3; and

- (C) 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 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 in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 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 authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit 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. 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.

APPRENTICES, TRAINEES, AND HELPERS (10-10)
(SEP 98)(BPI 10.4.4)

- (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 her 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 in this Paragraph, shall be paid not less than the applicable 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 DOL 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 in the wage determination unless the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in 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 in 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 for 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) Helpers. Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedures set forth in Paragraph (b) of the Davis Bacon Act clause. The allowable ratio of helpers to journeymen employed by the Contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each Contractor's, or in each subcontractor's own workforce employed on the job site). Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR 5.2(n)(4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeymen's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.
- (d) Equal employment opportunity. The utilization of apprentices, trainees, helpers and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246 and 29 CFR Part 30.

***SUBCONTRACTS (LABOR STANDARDS) (10-11)
(SEP 98)(BPI 10.4.4)**

- (a) The Contractor or subcontractor shall include in any subcontracts the clauses entitled "Davis-Bacon Act," "Apprentices, Trainees and Helpers," "Payrolls and Basic Records," "Withholding -- Labor Violations," "Subcontracts (Labor Standards)," "Certification of Eligibility," and "Davis-Bacon Act Wage Rates." The Contractor shall include a clause requiring its 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 in this Paragraph.
- (b) Notification of subcontracting.
- (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in Paragraph (a) of this clause have been included in the subcontract.

- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

CERTIFICATION OF ELIGIBILITY (10-12)
(SEP 98)(BPI 10.4.4)

- (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 or 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.

***AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (10-16)**
(SEP 98)(BPI 10.5.3)

- (a) Definitions. "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

- (1) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$35,000 shall include this clause, including the goals for minority and female participation stated herein.
- (c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation Will be determined on each individual release

Goals for female participation Will be determined on each individual release

Compliance with the goals will be measured against the total work hours performed.

- (d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$35,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --
- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
- (f) The Contractor shall take affirmative action steps at least as extensive as the following:
- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.
 - (2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.
 - (4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all onsite supervisory personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - (5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and

discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

- (6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (7) Maintain a record of solicitations for subcontracts for minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
- (g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or similar group of which the Contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).
- (h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (i) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

ENVIRONMENT AND SAFETY

***CLEAN AIR AND WATER (15-1) (SEP 98)(BPI 15.1)**

Facilities listed on the Environmental Protection Agency List of Violating Facilities shall not be used in the performance of this contract. The Contractor agrees to meet Clean Air and Water standards as identified in 42 U.S.C. 7401 et seq., Executive Order 11738, and any implementation plan described in 42 U.S.C. 1342 as well as local government with pretreatment regulations (33 U.S.C. 1317). The Contractor shall comply with all requirements of the Clean Air Act (42 U.S.C. 7414) and the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, and all regulations and guidelines.

***SAFETY AND HEALTH (15-2.1M)**
(MAY 00)(BPI 15.2.1)

- (a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. In fulfilling these requirements, the Contractor shall comply with:
- (1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.).
 - (2) Occupational Safety and Health Act of 1970, (Public Law 91-598) and applicable rules and regulations as may have been delegated to the States.
 - (3) All Federal and state safety and health rules and regulations applicable to the contract work, as supplemented by BPA safety and health requirements stated below or elsewhere in the contract.
- (b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.
- (c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) or Field Inspector (FI) may notify the Contractor of any noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR or FI may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR or FI. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR or FI to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.
- (d) The Contractor shall furnish all personal protective and other required safety equipment, except that which has been specified to be furnished by BPA. Hard hats meeting the requirements of OSHA/ANSI shall be worn by all persons on all construction projects unless a more serious hazardous condition is created by such use. Yellow hard hats shall not be worn. (A yellow hat signifies a qualified BPA electrical worker.)
- (e) Energized Facilities.
- (1) Whenever a worker enters energized substation yards or communication equipment sites, or whenever work is otherwise in proximity to BPA's normally-energized transmission facilities, the Contractor shall provide for the safety of the workers and shall at all times take necessary precautions to protect BPA's facilities from accidental contact that could cause an outage, or damage the facility.
 - (2) The Contractor shall, as directed by the COTR or FI or Qualified Electrical Employee, erect, maintain, and remove such safety fences as are required to prevent accidental contact between BPA's normally energized facilities and the Contractor's equipment or workers. BPA will normally furnish the safety fences required in its energized substation yards or communication equipment sites. The safety fences shall not be removed without consent of the COTR or FI or Qualified Electrical Employee. Safety fences furnished by BPA remain the property of BPA. If 'Safety Fence' is not specified separately in the Schedule of Prices as a specially priced item, its cost shall be considered included in the contract price(s) for the other item(s) listed in the Schedule. If separately priced, the estimated units (linear meters) of safety fence and the price for same are set forth in the Schedule of Prices. The "Variation in Quantity" clause, whether or not included herein, is inapplicable to this safety fence requirement. The Contractor will be compensated at the same unit price for the actual lineal meters of safety fence installed.

- (3) The contractor shall take precautions such as the following when fueling gasoline vehicles or power tools on a transmission line right-of-way or within a substation or BPA communication site:
 - (A) The fueling device should be grounded and bonded to the object being fueled before any vapors are permitted to escape;
 - (B) No ungrounded object or person should be allowed within the zone of escaping vapors;
 - (C) Plastic or any other non-conducting container shall not be used.
- (4) Dangerous induced voltages may be present because of energized adjacent facilities. The contractor shall take adequate safety measures to protect its employees and others from induced voltages as well as direct contact. The contractor shall provide qualified safety watchers for the protection of workers for the phases of the work where required by these specifications, law or regulation, or where it considers them to be necessary. Safety watchers shall take a suitable location and give undivided attention to ensure that no action on the part of the workers being watched can result in violation of the Minimum Approach Distance. Hence, more than one safety watcher may be required. A safety watcher shall have no other duties other than to limit the movement of personnel and/or equipment to prevent electrical contact accidents. Safety watchers are required under any of the following conditions:
 - (A) For all work being performed in a substation yard, except when the work area is separated from energized parts by a guard or barrier approved by a Qualified Electrical Employee.
 - (B) Whenever equipment or its load can come within 4.6 meters (15 feet) of energized parts, regardless of approved guards or barriers.
 - (C) Whenever inadvertent movement by a worker or equipment could result in violating the minimum working distance shown in Table 1.
 - (D) When operating or moving equipment in a substation yard, except when the equipment is separated from energized parts by a guard or barrier approved by a Qualified Electrical Employee.
 - (E) For painting of transmission line towers when painters or their rigging exceeds the level of the lowest energized conductor, or come within 15 feet of such conductor.
 - (F) Whenever the contractor otherwise determines a safety watcher is necessary.
- (5) All safety watchers shall be competent electrical workers, having satisfactory experience with energized high-voltage facilities of the type located in proximity to the employees they are assigned to watch. The Contractor shall submit the prospective safety watcher's resume to the Contracting Office. This resume shall clearly demonstrate the ability of the individual to be a qualified safety watcher. Additionally, safety watchers shall pass a test administered by BPA and participate in an interview prior to performing any safety watcher duties.
- (6) The test will be a written examination covering the safety regulations set forth in the BPA Accident Prevention Manual. The interview will be administered by a BPA Substation Operator or designated BPA electrical worker to ensure the safety watcher is experienced with the type of high voltage facilities where they are to be a watcher. The interview may be given at the BPA Offices in Vancouver, Washington, or the work site, at the discretion of BPA. Tests will be administered in Vancouver, Washington at the BPA Ross Complex. Arrangements for taking the test shall be made with BPA Substation Operations. The contractor shall give BPA at least a 7-day notice prior to taking the examination. In the event an employee fails the test, one re-test can be given. A second failure will make the individual ineligible for future tests for a period of one year. The names of individual(s) passing the examination will be placed

on a list. The names will remain on the list for a year, at which time the individual(s) will take another test, or have their name removed from the list. Upon request, the Contracting Officer will provide the list of names to the contractor. Testing will not be required for individuals listed. BPA does not guarantee the availability of any persons listed. All requests for safety watcher testing shall be forwarded to:

Bonneville Power Administration
Construction Management
Contract Construction Safety Manager – TFH
P.O. Box 491
Vancouver, Washington 98666

- (7) If "Safety Watcher" is not specified separately in the Schedule of Prices, the costs therefore shall be considered included in the contract price specified for the contract item(s) listed. If separately priced as a separate unit-priced item, the estimated hours of safety watcher and the price for same are set forth in the schedule of prices. The "Variation in Estimated Quantity " clause, whether or not included herein, is inapplicable to this safety watcher requirement. The Contractor will be compensated at the specified rate for the actual hours of safety watcher hours performed.
- (f) The Contractor shall maintain an accurate record of, and shall report to the CO in the manner prescribed by the latter, all cases of death, occupational diseases, and injury arising from, or incident to, performance of work under this contract. The record and report shall include a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made or the status thereof.
- (g) The Contractor shall have 30 days to take the remedial action required. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:
- (1) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and
 - (2) Charge to the Contractor's account an equitable amount, not to exceed \$2,500.00, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.
- (h) The Contractor bears sole responsibility for ensuring that all personnel engaged in work related to the contract possess the necessary knowledge and skills to perform their work safely and to otherwise function in compliance with the foregoing criteria. (See also the Material and Workmanship clause)
- (i) The Contractor shall hold BPA harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.
- (j) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.
- (k) Nothing stated herein shall be construed to be a limitation on the Contractor's liability. The rights and remedies of BPA provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- (l) Before commencing work, the Contractor shall:
- (1) Perform a hazards analysis of the work specified by this contract. Site and adjacent conditions shall be considered. All significant hazards shall be identified.

- (2) Submit a site specific safety plan to the CO for dealing with each specific hazard identified, whether identified by BPA or the Contractor.
- (3) Meet with representatives of the Contracting Officer during the pre-construction conference to discuss and to develop a mutual understanding relative to the content and implementation of the plan.
- (4) The CO, or their representatives, may require other hazards to be added to the plan. If planned hazard avoidance measures are deemed insufficient, the CO, or a designated representative, may require revision. Work involving identified hazards shall not commence until adequate plans have been submitted and reviewed. BPA's review of the Contractor's plans shall in no way relieve the Contractor of the latter's liability for safe performance.

TABLE 1

Minimum Approach Distances (MAD)

Nominal Voltage Phase-to-Phase	MAD WITHOUT Hold Order		MAD WITH Hold Order	
	Meters	Inches	Meters	Inches
600 V - 15 kV	.67	26	.67	26
34.5 kV	.72	28	.72	28
69 kV	.94	37	.94	37
115 kV	.97	38	.97	38
138 kV	1.07	42	1.07	42
161 kV	1.25	49	1.25	49
230 kV (2)	1.83**	72**	1.33	52
287 kV	1.58**	62**	1.50	59
345 kV	1.71**	67**	1.68	66
500 kV (1)	3.21**	126**	2.24	88
400 kV DC +	2.37**	93**	1.96 (2.67)*	77 (105)'
500 kV DC +	3.05**	120**	2.60 (3.51)*	102 (138)'
Fiber Optics	.61***	24***	.61***	24***
Insulated Overhead Ground Wires	.61	24	.61	24

* Distances in parenthesis apply during hot line work.
 ** The inadvertent movement factor (IMF) of 12 inches (0.3m), included in MAD for worker motions, may be deducted at 230 kV and above, to specifically allow vehicles to safely pass under energized bus at those voltages. (Reference Technical Services SPIF: S M MNAP-01)
 *** ADSS cable attached to a substation structure that is bonded to the ground grid, does not require portable protective grounds.

(1) On 500 kV lines equipped with zinc oxide arresters or station rod gaps set to 1.40 meters (55 inches) and the reclosing relays cut out and a Hold Order in effect the Minimum Approach Distance is 2.24 meters (88 inches).

(2) The MAD without a Hold Order for 230 kV exceeds the MAD for 287 and 345 kV because of the 3.3 p.u. switching surge overvoltages that are possible when 230 kV SF6 puffer circuit breakers reclose.

****SAFETY HEALTH AND PROPERTY PROTECTION – SERVICES (15-4.1)**
(SEP 98)(BPI 15.2.1)

- (a) The Contractor shall protect the safety and health of its employees while working on a BPA site. The Contractor shall prevent damage to property, materials, supplies and equipment. In fulfilling these requirements, the Contractor shall comply with applicable laws, regulations, and any BPA safety and health requirements stated elsewhere in this contract. The Contractor shall immediately report to the Contracting Officer's Technical Representative (COTR) or Field Inspector (FI) any onsite injuries or property damage.
- (b) The Contractor shall be responsible for damages caused by the Contractor's failure to comply with this clause, including failures of subcontractors. The Contractor shall hold BPA harmless from any suits, actions and claims for injuries to or death of persons or damage to property arising from any action or omission of the Contractor, its subcontractors, in any way related to the work under this contract.
- (c) The Contractor shall immediately correct any noncompliance upon discovery, or upon notification by the Contracting Officer or a designated representative. The Contracting Officer or a designated representative may issue a stop work order if the Contractor fails to promptly correct their noncompliance. No time extension, claims of damages, or excess costs resulting from the stop work order or corrective action will be allowed.
- (d) The Contractor shall furnish all personal protective and other required safety equipment, except that which has been specified to be furnished by BPA. Hard hats meeting the requirements of OSHA/ANSI shall be worn by all persons on all construction projects unless a more serious hazardous condition is created by such use. Yellow hard hats shall not be worn. (A yellow hat signifies a qualified BPA electrical worker.)
- (e) Energized Facilities.
 - (1) Whenever a worker enters energized substation yards or communication equipment sites, or whenever work is otherwise in proximity to BPA's normally-energized transmission facilities, the Contractor shall provide for the safety of the workers and shall at all times take necessary precautions to protect BPA's facilities from accidental contact that could cause an outage, or damage the facility.
 - (2) The Contractor shall, as directed by the COTR or FI or Qualified Electrical Employee, erect, maintain, and remove such safety fences as are required to prevent accidental contact between BPA's normally energized facilities and the Contractor's equipment or workers. BPA will normally furnish the safety fences required in its energized substation yards or communication equipment sites. The safety fences shall not be removed without consent of the COTR or FI or Qualified Electrical Employee. Safety fences furnished by BPA remain the property of BPA. If 'Safety Fence' is not specified separately in the Schedule of Prices as a specially priced item, its cost shall be considered included in the contract price(s) for the other item(s) listed in the Schedule. If separately priced, the estimated units (linear meters) of safety fence and the price for same are set forth in the Schedule of Prices. The "Variation in Quantity" clause, whether or not included herein, is inapplicable to this safety fence requirement. The Contractor will be compensated at the same unit price for the actual lineal meters of safety fence installed.
 - (3) The contractor shall take precautions such as the following when fueling gasoline vehicles or power tools on a transmission line right-of-way or within a substation or BPA communication site:
 - (A) The fueling device should be grounded and bonded to the object being fueled before any vapors are permitted to escape;
 - (B) No ungrounded object or person should be allowed within the zone of escaping vapors;
 - (C) Plastic or any other non-conducting container shall not be used.

- (4) Dangerous induced voltages may be present because of energized adjacent facilities. The contractor shall take adequate safety measures to protect its employees and others from induced voltages as well as direct contact. The contractor shall provide qualified safety watchers for the protection of workers for the phases of the work where required by these specifications, law or regulation, or where it considers them to be necessary. Safety watchers shall take a suitable location and give undivided attention to ensure that no action on the part of the workers being watched can result in violation of the Minimum Approach Distance. Hence, more than one safety watcher may be required. A safety watcher shall have no other duties other than to limit the movement of personnel and/or equipment to prevent electrical contact accidents. Safety watchers are required under any of the following conditions:
- (A) For all work being performed in a substation yard, except when the work area is separated from energized parts by a guard or barrier approved by a Qualified Electrical Employee.
 - (B) Whenever equipment or its load can come within 4.6 meters (15 feet) of energized parts, regardless of approved guards or barriers.
 - (C) Whenever inadvertent movement by a worker or equipment could result in violating the minimum working distance shown in Table 1.
 - (D) When operating or moving equipment in a substation yard, except when the equipment is separated from energized parts by a guard or barrier approved by a Qualified Electrical Employee.
 - (E) For painting of transmission line towers when painters or their rigging exceeds the level of the lowest energized conductor, or come within 15 feet of such conductor.
 - (F) Whenever the contractor otherwise determines a safety watcher is necessary.
- (5) All safety watchers shall be competent electrical workers, having satisfactory experience with energized high-voltage facilities of the type located in proximity to the employees they are assigned to watch. The Contractor shall submit the prospective safety watcher's resume to the Contracting Office. This resume shall clearly demonstrate the ability of the individual to be a qualified safety watcher. Additionally, safety watchers shall pass a test administered by BPA and participate in an interview prior to performing any safety watcher duties.
- (6) The test will be a written examination covering the safety regulations set forth in the BPA Accident Prevention Manual. The interview will be administered by a BPA Substation Operator or designated BPA electrical worker to ensure the safety watcher is experienced with the type of high voltage facilities where they are to be a watcher. The interview may be given at the BPA Offices in Vancouver, Washington, or the work site, at the discretion of BPA. Tests will be administered in Vancouver, Washington at the BPA Ross Complex. Arrangements for taking the test shall be made with BPA Substation Operations. The contractor shall give BPA at least a 7-day notice prior to taking the examination. In the event an employee fails the test, one re-test can be given. A second failure will make the individual ineligible for future tests for a period of one year. The names of individual(s) passing the examination will be placed on a list. The names will remain on the list for a year, at which time the individual(s) will take another test, or have their name removed from the list. Upon request, the Contracting Officer will provide the list of names to the contractor. Testing will not be required for individuals listed. BPA does not guarantee the availability of any persons listed. All requests for safety watcher testing shall be forwarded to:

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- (7) If "Safety Watcher" is not specified separately in the Schedule of Prices, the costs therefore shall be considered included in the contract price specified for the contract item(s) listed. If separately priced as a separate unit-priced item, the estimated hours of safety watcher and the price for same are set forth in the schedule of prices. The "Variation in Estimated Quantity " clause, whether or not included herein, is inapplicable to this safety watcher requirement. The Contractor will be compensated at the specified rate for the actual hours of safety watcher hours performed.
- (f) The Contractor shall maintain an accurate record of, and shall report to the CO in the manner prescribed by the latter, all cases of death, occupational diseases, and injury arising from, or incident to, performance of work under this contract. The record and report shall include a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made or the status thereof.
- (g) The Contractor shall have 30 days to take the remedial action required. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:
- (1) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and
 - (2) Charge to the Contractor's account an equitable amount, not to exceed \$2,500.00, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.
- (h) The Contractor bears sole responsibility for ensuring that all personnel engaged in work related to the contract possess the necessary knowledge and skills to perform their work safely and to otherwise function in compliance with the foregoing criteria. (See also the Material and Workmanship clause)
- (i) The Contractor shall hold BPA harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.
- (j) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.
- (k) Nothing stated herein shall be construed to be a limitation on the Contractor's liability. The rights and remedies of BPA provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TABLE 1

Minimum Approach Distances (MAD)				
Nominal Voltage	MAD WITHOUT		MAD WITH	
	Hold Order		Hold Order	
Phase to Phase	Meters	Inches	Meters	Inches
600 V - 15 kV	.67	26	.67	26
34.5 kV	.72	28	.72	28
69 kV	.94	37	.94	37
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161 kV	1.25	49	1.25	49
230 kV (2)	1.83**	72**	1.33	52
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345 kV	1.71**	67**	1.68	66
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400 kV DC +	2.37**	93**	1.96 (2.67)*	77 (105)*
500 kV DC +	3.05**	120**	2.60 (3.51)*	102 (138)*
Fiber Optics	.61***	24***	.61***	24***
Insulated Overhead Ground Wires	.61	24	.61	24

* Distances in parenthesis apply during hot line work.
 ** The inadvertent movement factor (IMF) of 12 inches (0.3m), included in MAD for worker motions, may be deducted at 230 kV and above, to specifically allow vehicles to safely pass under energized bus at those voltages. (Reference Technical Services SPIF: S M MNAP-01)
 *** ADSS cable attached to a substation structure that is bonded to the ground grid, does not require portable protective grounds.

(1) On 500 kV lines equipped with zinc oxide arresters or station rod gaps set to 1.40 meters (55 inches) and the reclosing relays cut out and a Hold Order in effect the Minimum Approach Distance is 2.24 meters (88 inches).

(2) The MAD without a Hold Order for 230 kV exceeds the MAD for 287 and 345 kV because of the 3.3 p.u. switching surge overvoltages that are possible when 230 kV SF6 puffer circuit breakers reclose.

***PROTECTION OF EXISTING VEGETATION, STRUCTURES, AND IMPROVEMENTS (15-5)
(SEP 98)(BPI 15.2.1)**

- (a) The Contractor shall preserve and protect all structures, equipment, utilities, other improvements, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workers, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the CO's representative.

- (b) If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

***HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (15-6)**
(SEP 98)(BPI 15.3)

- (a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313C, for all hazardous material 5 days before delivery of the material whether or not it is listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.
- (b) "Hazardous material," as used in this clause, is as defined in Federal Standard No. 313C, in effect on the date of this contract.
- (c) Neither the requirements of this clause nor any act or failure to act by BPA shall relieve the Contractor of any responsibility or liability for the safety of BPA, Contractor, or subcontractor personnel or property.
- (d) The Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and with regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (e) The Contractor shall insert this clause, including this Paragraph (e), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase releases) under this contract involving hazardous material.

INSPECTION AND WARRANTY

****INSPECTION - SERVICES AND CONSTRUCTION (18-4)**
(SEP 98)(BPI 18.3.1)

- (a) BPA may inspect the work called for by the contract at any time and place. BPA will perform inspections in a manner that will not unduly delay the work.
- (b) If any of the services do not conform with contract requirements (including services performed on a cost-reimbursement or time-and-materials basis), BPA may require the Contractor to perform the services again in conformity with the contract at no cost to BPA. When the defects in services cannot be corrected by re-performance, BPA may deduct from the contract payments an amount which reflects the reduced value of the services performed.
- (c) Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this contract.

***WARRANTY - CONSTRUCTION (18-12)**
(SEP 98)(BPI 18.5)

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in Paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If BPA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date BPA takes possession.

- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of -
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, BPA shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of BPA, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of BPA, if directed by the Contracting Officer.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by BPA nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (i) This warranty shall not limit BPA's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

****WARRANTY - SERVICES (18-11)
(SEP 98)(BPI 18.5)**

- (a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by BPA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.
- (b) Corrections shall be at no cost to BPA, and any services or materials corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed.

***INSPECTION AND ACCEPTANCE - CONSTRUCTION (18-5)**
(SEP 98)(BPI 18.3)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to BPA. All work shall be conducted under the general direction of the Contracting Officer and is subject to BPA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) BPA inspections and tests are for the sole benefit of BPA and do not--
 - (1) relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) constitute or imply acceptance; or
 - (4) affect the continuing rights of BPA after acceptance of the completed work under Paragraph (i) below.
- (d) The presence or absence of a BPA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. BPA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. BPA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by BPA not to conform to contract requirements, unless in the public interest BPA consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from BPA property.
- (g) If the Contractor does not promptly replace or correct rejected work, BPA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, and may (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, BPA decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, acceptance by BPA will be in writing and shall be made as promptly as practicable after completion and inspection of all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and

conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or BPA's rights under any warranty or guarantee.

PROPERTY

***BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1) (SEP 98)(BPI 19.4)**

- (a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with sound industry practices.
- (b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.
- (d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.
- (f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.
- (g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer.

****CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(SEP 98)(BPI 19.8)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

TERMINATION

**TERMINATION FOR THE CONVENIENCE OF BPA (20-2)
(SEP 98)(BPI 20.4)**

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the Contractor. Upon receipt of the termination notice, the Contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination plus termination expenses plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The Contractor shall submit a settlement proposal within 30 days of the notice of termination.
- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

**TERMINATION FOR DEFAULT (20-3)
(SEP 98)(BPI 20.5.1)**

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

DISPUTES

**APPLICABLE LAW (21-5)
(SEP 98)(BPI 21.2.12)**

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

DISPUTES RESOLUTION PROCESS (21-3)
(SEP 98)(BPI 21.3.12)

- (a) All disputes arising under or relating to this contract shall be resolved under this clause.
- (b) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the requirements of this clause, if it is not disputed either as to liability or amount or is not acted upon in a reasonable time.
- (c) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision before final payment. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of receipt of the request. For Contractor claims in excess of \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date when the decision will be made. At any time prior to issuance of the Contracting Officer's final decision, either party may request mediation or other alternate disputes resolution process (see paragraph (g)) by a third party in order to assist in settling the claim. Should the contractor request the use of an alternate disputes resolution process, the time frames for issuing a CO decision and payment of interest shall be suspended.
- (e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless:
- (1) Within 90 days from the date of receipt of such decision the Contractor or Contracting Officer initiates disputes resolution processes described in Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736) with the Seattle Office of the American Arbitration Association at the address,

American Arbitration Association
600 University Street, Suite 1020
Seattle, WA 98101-4111

whose telephone number is (206) 622-6435 and facsimile number is(206) 343-5679; or

- (2) Within 90 days from the date of receipt of such decision the Contractor appeals the decision to the US Department of Energy, Board of Contract Appeals at either its postal or courier address:

US Postal Service (USPS) mailing address:	US Department of Energy Board of Contract Appeals HG-50, Building 950 Washington, DC 20585-0116
Courier and other than USPS address:	US Department of Energy Board of Contract Appeals 950 L'Enfant Plaza SW Washington, DC 20024

whose telephone number is (202) 426-9316 and facsimile (202) 426-0215, in the manner specified in the decision; or

- (3) Within 12 months from the date of receipt of such decision the Contractor brings an action thereon in the United States Court of Federal Claims.
- (f) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- (g) Alternative disputes resolution process.
- (1) The parties are encouraged to attempt an alternative dispute resolution as described by Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736), including, at the request of any party, mediation or binding arbitration, prior to commencing litigation in any court, board or tribunal. Mediation shall be accomplished as agreed between the parties. Arbitration, if any, shall be done through the Seattle, Washington Office of the American Arbitration Association, and shall be done according to the Commercial Arbitration Rules of the American Arbitration Association, using one arbitrator unless otherwise agreed to by the parties. If the contractor rejects BPA's request to use an alternate dispute resolution process, the reason for its rejection shall be furnished to the Contracting Officer.
 - (2) The parties stipulate that any tribunal to which any controversy or claim is brought should stay its proceedings, except in aid of arbitration, pending completion of arbitration and the issuance of the Arbitrator's award.
 - (3) Service of summons in any court action to enforce or challenge an award must be effectuated according to Rule 4 of the Federal Rules of Civil Procedure for the United States District Courts or under the comparable rule of another court or tribunal with subject matter jurisdiction.
 - (4) Except as specified below in this paragraph, there shall be no discovery in connection with any dispute resolution process. However, in the event that any party to such dispute resolution process shall receive information pertaining to the dispute through anyone's use of the Freedom of Information Act with the Department of Energy or Bonneville Power Administration, then, at the option of Bonneville Power Administration, other discovery shall be permitted and, if thus permitted at all, shall be opened fully to all parties. To the extent that such discovery cannot be effectuated by consent and agreement, it shall be under the supervision of the individual assisting with the dispute resolution.
- (h) BPA shall pay interest on the amount found due and unpaid from: (1) the date the Contracting Officer receives the claim, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury, and applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

UNIT 3 — WAGE DETERMINATIONS

DAVIS-BACON ACT WAGE RATES (10-13) (SEP 98)(BPI 10.4.4)

The wage determination(s) referred to in the clause at 10-7, Davis-Bacon Act, are incorporated into the contract, and are identified as follows:

Decision Number: ID000001

Last Modification Number: 10

Date: 10/20/00

Decision Number: MT000001

Last Modification Number: 4

Date: 12/22/00

Decision Number: OR990017

Last Modification Number: 15

Date: 12/8/00

Decision Number: WA000001

Last Modification Number: 18

Date: 12/8/00

Decision Number: WY000001

Last Modification Number: 0

Date: 02/11/00

UNIT 4 — SCOPE OF WORK

UNIT 5 – AWARD FEE PLAN

CONTRACTURAL RELATIONSHIP

Christenson Electric, Inc. (CEI) will be the prime contractor for this contract. All technical, management and contractual issues will be between CEI and Bonneville Power Administration. This will simplify the process of the multiple contractor approach. Wilson Construction Company (WCC) and Resource Management Associates, Inc. (RMA) will be CEI's subcontractors and are bound by the same terms and conditions as CEI. The contract amount and administration will be the responsibility of CEI. All requests for increases or adjustments will be routed through the CEI project manager.

Invoicing will be formatted the same for all the three companies, under the CEI name. Each invoice will have a unique invoice number. Each invoice will indicate to which company the invoice will be paid.

The Award Fee Proposal shall be submitted by CEI. Invoices for award fee amounts shall be submitted by CEI and paid to CEI.

SCOPE OF WORK
FOR
BONNEVILLE POWER ADMINISTRATION
LABOR SUPPORT SERVICES

GENERAL

Background

Bonneville Power Administration (Bonneville) Force Account crews are responsible for the construction/maintenance, testing and energization of electric utility equipment throughout the Bonneville service area. Additional construction/maintenance capability may be required in order to meet the demands of the construction/maintenance program.

Goals of this Contract

- To allow Bonneville to perform the construction/maintenance projects which are currently beyond the capabilities of Bonneville's Force Account crews. (See Part A - Project Releases)
- To obtain qualified personnel to construct or maintain electric utility facilities and/or electrical transmission lines. (See Part B - Labor Releases)

Location of Project(s)

All work described in this contract will be performed in electric utility facilities and/or electrical transmission lines within the Bonneville system in California, Oregon, Washington, Idaho, Western Montana and Wyoming.

All Bonneville Substations are considered transmission substations.

PART A - PROJECT RELEASES

A.1 General Requirements

Part A of this Statement of Work outlines those general tasks to be performed based on identified construction/maintenance projects in Bonneville's service area. Construction/maintenance activities may include but are not limited to: installation of conduit and wiring; installation of bus and connections; tower steel erection, hanging insulators, installation of high voltage substation equipment such as power circuit breakers, disconnecting switches, transformers, and high voltage series or shunt capacitors; wiring switchboards; installation of station grounding; installation of cable trench; fabrication and assembly of electrical equipment; maintenance of equipment and facilities, installation of concrete footings; excavation and earthwork; and placement of switchyard surfacing. This contract shall be performed in accordance with the highest quality standards of the electrical industry and shall follow electric safety guidelines prescribed in Bonneville's Accident Prevention Manual (APM).

Construction/maintenance at each electric utility facility may not involve all the activities listed in the contract. The level and extent of construction/maintenance will be determined by Bonneville and defined in the individual Project Release.

A.2 Releases

- a. A Request for Proposal will be issued to the Contractor. The Request for Proposal will include a statement as to the nature and location of the project, the scope of work (including required completion date, technical specification, and drawings), the applicable Davis-Bacon Wage Determination, and a request for a cost estimate. It may contain other appropriate contract clauses as necessary. For example a Safety Clause that is specific to the Project.
- b. Bonneville will provide a site visit with a Bonneville representative as specified in the Request for Proposal, to review the tasks required for construction/maintenance, review Bonneville supplied design drawings, and to tour the area of construction/maintenance.
- c. In response to the Request for Proposal, the Contractor shall prepare a Proposed Construction/Maintenance Plan (Plan) that describes the work to be performed. The Plan shall include the following:
 1. Site specific safety plan;
 2. Construction/maintenance schedule and proposed hours of work;
 3. Cost estimate which includes the labor classifications to be used, number of hours for each classification, equipment to be used, the hours

and rates for each piece of equipment, supplies, materials, subcontract costs, mobilization/demobilization costs, overhead rate, and profit rate; and

4. Other information relevant to the specific project.

- d. Releases will be negotiated based on the proposed plan. Issuance of the release shall be in writing prior to the start of any work by the Contractor.
- e. All Project Releases accomplished under this contract shall be performed in accordance with the Technical Specifications and Drawings and the work elements outlined in the Contractor's Construction/Maintenance Plan.
- f. The Contractor shall not deviate from the approved Plan. Any changes must be approved in accordance with the "Field Contract Modifications (24-25)" or "Changes-Fixed Price (14-8)" clauses.
- g. The Contracting Officer will designate a Construction Site Representative (CSR) and a Construction Project Manager (CPM) for each project to act as the Contracting Officer's Technical Representatives (COTR's).
- h. Prior to commencement of work and weekly thereafter, the Contractor shall hold a safety meeting for Contract crew members and the CSR to ensure understanding and implementation of the Safety Plan and the clause titled Safety and Health (15-2). These safety meetings shall be to assist in problem identification and resolution, and held weekly at a minimum.
- i. The Contractor shall ensure that all personnel working in substation vicinities shall be fully trained in procedures for working around high-voltage electric facilities. The Contractor shall provide for a safety watcher if necessary. The Contractor shall coordinate construction activities with the CSR such that the Substation Operator on duty is notified by the CSR prior to commencement of any activity within a substation area.
- j. The Contractor shall submit daily reports to the CSR in accordance with the clause titled "Contractor's Daily Report (24-24)".
- k. The CSR is not permitted to supervise the individual employees of the contractor in the accomplishment of the work. The CSR is present for the sole benefit of Bonneville and as a designated representative of the Contracting Officer.
- l. The Contractor shall not allow its employees, or subcontractors, or others to scavenge any waste material. Bonneville reserves the right to salvage any or all scrap material, or direct the contractor to dispose of it. The release will specify which action to take.

m. The Contractor shall immediately notify Bonneville in the event of a reportable spill or other hazardous or toxic material incident during the course of work under this contract. In addition, the Contractor shall notify all necessary Government agencies, local emergency responders, or other parties, and shall confirm with the CSR that such notification has been made.

n. Materials excavated or removed from the substation yard during the course of work under this contract shall NOT be removed from Bonneville property unless directed otherwise by Bonneville. If disposal is necessary, such material shall be disposed of as directed by the release or CSR.

A.3 Government Furnished Property or Services

a. Bonneville will furnish materials for construction/maintenance projects as specified in the individual release. The Contractor shall notify the CSR of any deficiencies in material upon receipt of the Government furnished material.

b. Bonneville will provide access to the Contractor at the construction/maintenance sites for the purposes of construction/maintenance activities only. The CSR will be present at all times during electrical facility access. The hours of such access shall be discussed with the Contractor, the substation operator, and the CSR.

c. Bonneville will provide coordination with Bonneville Substation Operations during any construction/maintenance activities through the CSR. A qualified Bonneville electrical worker will provide outages of energized equipment for Contractor work.

d. Bonneville will provide Statement of Work/Technical Specifications and Drawings with each Release.

e. Bonneville will provide an Accident Prevention Manual (APM), if needed.

A.4 Contractor Furnished Property or Services

a. The Contractor shall provide all supplies, services, and equipment in support of each project except those mentioned under A.3 above.

b. The Contractor shall provide a Site Specific Safety Plan for each release. This Plan will details all safety precautions and personal protection measures to be taken in the performance of the work.

c. The Contractor shall provide standard hand tools common to the trade.

d. The Contractor shall provide and furnish barriers or rope protection for all excavations in accordance with OSHA requirements.

- e. The Contractor shall provide adequate security measures to prevent scavenging of waste, pilferage, or vandalism.
- f. The Contractor shall provide adequate safety measures, including dust abatement during excavation or grading. Water or other acceptable alternative method shall be used for dust suppression.

A.5 Standards/Qualifications

- a. All work performed under this contract shall be in accordance with the National Electric Code, National Electric Safety Code and applicable OSHA codes.
- b. Contractor employees shall be journeyman level, or apprentices (registered in a bonafide apprenticeship program registered with the U.S. Dept. of Labor) working under direction of journeyman level employee, experienced in high voltage utility work situations. Experience may have been obtained in either (1) a formal apprenticeship program which has been approved by the Department of Labor; (2) sufficient recent training and experience in the trade, which can be evaluated as giving the skills and knowledge required to perform the duties of the position. Length of experience must be equivalent to the intensity of training received in an approved apprenticeship program. Electrical workers must show experience in such work as found in electrical utility high voltage facilities. Each person shall to be able to read operations manuals, safety warnings and forms. Each person must pass a substation entrance examination and will receive a Contractor Electrical Worker Card or a Contractor Nonelectrical Worker Card. The Cards must be carried on their person when working in Bonneville facilities. Each person shall present their Card to Bonneville substation operators or other safety personnel when requested to do so. These Cards must be renewed at the beginning of even numbered calendar years.
- c. Electrical worker experience must include installation of and assembly and/or maintenance of major electrical equipment (i.e. high voltage transformers, load tap changers, power circuit breakers, voltage regulators, disconnect switches, motor generator sets); and/or inspection, adjusting, maintaining, and repairing of the above types of equipment; and/or assembly, wiring, and installation of switchboards from blue prints or wiring schematics.
- d. Contractor Safety Watchers must obtain a Contractor Safety Watcher Card, which attests that the contractor has successfully passed the written Safety Watcher Test and that their name has been placed on the list of eligible Contractor Safety Watchers. All Contractor Safety Watcher Cards will expire on December 31 of each calendar year. Renewal of the card requires the passing of another written Safety Watcher Test.
- e. The Contractor shall ensure that all linemen meet the following minimum qualifications:
 - (1) All qualified linemen must have completed a Department of Labor (DOL)

approved apprenticeship program consisting of not less than 5400 hours of on-the-job training and not less than 400 hours of related training. Related training is a course of study, usually covering the theoretical aspects of the trade, which may be accomplished by correspondence or classroom instruction, or a combination of correspondence and classroom instruction. On-the-job apprenticeship training shall show work experience on both wood pole and steel structures including energized lines of 12.5kV and/or higher.

(2) Linemen shall have demonstrated proficiency with recent experience installing, maintaining, erecting and/or repairing power line structures, line and equipment operating at voltages of 69kV and/or higher.

(3) Linemen shall be fluent in the English languages as well as the language(s) of contractor employees under their supervision.

(4) The contractor shall make available, upon request by the CO or authorized representatives of the CO, documentation verifying linemen qualifications.

f. Contractor shall maintain automobile insurance to cover damage to Government vehicles and equipment caused by negligence of contractor's employees.

g. Each person shall be certified in First Aid/CPR and possess and maintain a current First Aid/CPR card.

h. When the contractor is required (and prior permission by the COTR has been granted) to use Bonneville/GSA owned vehicles, strict adherence to Bonneville policy on vehicle usage shall be required. Due to the visibility and identifiability of Bonneville/GSA owned vehicles, conduct and behavior surrounding these vehicles are closely observed and monitored by the public. Each person must be qualified by training and experience, and when required by state law, show proof of a valid operator's license, CDL or certification, before operating the following types of equipment:

- BPA-owned motor vehicles and equipment, including trucks, tractors, lifts, cranes, and earth moving equipment, (E numbered license plates),
- BPA-owned power tools and equipment.

i. Contract employees must wear OSHA approved non-metallic white hard hats in locations requiring hard hats (except Contract Safety Watchers who must wear OSHA approved orange hard hats). These hard hats must clearly identify their firm's name.

PART B - LABOR RELEASES

B.1 General Requirements

Part B of this Statement of Work outlines those general labor classifications to be provided, as additional capability is required in performance of construction/maintenance activities.

Construction/maintenance activities may include but are not limited to: installation of conduit and wiring; installation of bus and connections; tower steel erection, hanging insulators, installation of high voltage substation equipment such as power circuit breakers, disconnecting switches, transformers, and high voltage series or shunt capacitors; wiring switchboards; installation of station grounding; installation of cable trench; fabrication and assembly of electrical equipment; maintenance of equipment and facilities, installation of concrete footings; excavation and earthwork, placement of switchyard surfacing, painting of electrical equipment, fabricating and installing sheet metal items, welding of copper, aluminum, or wrought iron bus in substations, maintenance of a variety of light and heavy equipment, and safety watcher. This contract shall be performed in accordance with the highest quality standards of the electrical industry.

The level and extent of labor needed to perform construction/maintenance activities will be determined by Bonneville and defined in the individual Labor Only Releases.

B.2. Releases

- a. The contractor will designate a lead/foreman for each release to act as the contractor's supervisor.
- b. Contractor employee time usually begins when they report for work at the job site and ends when they leave the job site. The weekly log must reflect this information.
- c. Travel reimbursement is included in the base rates.
- d. If a contractor's employee is involved in an on-the-job accident, the Contractor Lead/foreman shall document the weekly log and attach a completed Bonneville Accident Report Form (BPA F 6410.16).
- e. All invoices shall be submitted in the format as agreed between the parties.
- f. Contractors shall be responsible for all time keeping functions and payroll transmission.

B.3. Government Furnished Property or Services

- a. The Government will provide accident Prevention Manuals (APM's) for each person employed by the Contractor.
- b. Phone lines and fax machines may be available at some locations for transmitting payroll information, however, outgoing calls must be charged to the Contractor's phone number or calling card number, or other such contractor account.
- c. Bonneville policy on use of GSA/BPA owned vehicles will be provided upon award.
- d. BPA will provide breathing apparatus and fitting for painter labor classifications.

B.4. Contractor Furnished Property or Services

Provide qualified personnel in classifications listed to accomplish the description of work with required tools and equipment. All required tools shall be readily available and serviceable.

B.5 Standards/Qualifications

- a. All work performed under this contract shall be in accordance with the National Electric Code, National Electric Safety Code and applicable OSHA codes.
- b. Contractor employees shall be journeyman level, or apprentices (registered in a bonafide apprenticeship program registered with the U.S. Dept. of Labor) working under direction of journeyman level employee, experienced in high voltage utility work situations. Experience may have been obtained in either (1) a formal apprenticeship program which has been approved by the Department of Labor; (2) sufficient recent training and experience in the trade which can be evaluated as giving the skills and knowledge required to perform the duties of the position. Length of experience must be equivalent to the intensity of training received in an approved apprenticeship program. Electrical workers must show experience in such work as found in electrical utility high voltage facilities. Each person shall to be able to read operations manuals, safety warnings and forms. Each person must pass a substation entrance examination and will receive a Contractor Electrical Worker Card or a Contractor Nonelectrical Worker Card. The Cards must be carried on their person when working in Bonneville facilities. Each person shall present their Card to Bonneville substation operators or other safety personnel when requested to do so. These Cards must be renewed at the beginning of even numbered calendar years.
- c. Electrical worker experience must include installation of and assembly and/or maintenance of major electrical equipment (i.e. high voltage transformers, load tap changers, power circuit breakers, voltage regulators, disconnect switches, motor

generator sets); and/or inspection, adjusting, maintaining, and repairing of the above types of equipment; and/or assembly, wiring, and installation of switchboards from blue prints or wiring schematics.

d. Contractor Safety Watchers must obtain a Contractor Safety Watcher Card, which attests that the contractor has successfully passed the written Safety Watcher Test and that their name has been placed on the list of eligible Contractor Safety Watchers. All Contractor Safety Watcher Cards will expire on December 31 of each calendar year. Renewal of the card requires the passing of another written Safety Watcher Test.

e. The Contractor shall ensure that all linemen meet the following minimum qualifications:

(1) All qualified linemen must have completed a Department of Labor (DOL) approved apprenticeship program consisting of not less than 5400 hours of on-the-job training and not less than 400 hours of related training. Related training is a course of study, usually covering the theoretical aspects of the trade, which may be accomplished by correspondence or classroom instruction, or a combination of correspondence and classroom instruction. On-the-job apprenticeship training shall show work experience on both wood pole and steel structures including energized lines of 12.5kV and/or higher.

(2) Linemen shall have demonstrated proficiency with recent experience installing, maintaining, erecting and/or repairing power line structures, line and equipment operating at voltages of 69kV and/or higher.

(3) Linemen shall be fluent in the English languages as well as the language(s) of contractor employees under their supervision.

(4) The contractor shall make available, upon request by the CO or authorized representatives of the CO, documentation verifying linemen qualifications.

f. Contractor shall maintain automobile insurance to cover damage to Government vehicles and equipment caused by negligence of contractor's employees.

g. Each person shall be certified in First Aid/CPR and possess and maintain a current First Aid/CPR card.

h. When the contractor is required (and prior permission by the COTR has been granted) to use Bonneville/GSA owned vehicles, strict adherence to Bonneville policy on vehicle usage shall be required. Due to the visibility and identifiability of Bonneville/GSA owned vehicles, conduct and behavior surrounding these vehicles are closely observed and monitored by the public. Each person must be qualified by training and experience, and when required by state law, show proof of a valid operator's license, CDL or certification, before operating the following types of equipment:

- BPA-owned motor vehicles and equipment, including trucks, tractors, lifts, cranes, and earth moving equipment, (E numbered license plates).
 - BPA-owned power tools and equipment.
- i. Contract employees must wear OSHA approved non-metallic white hard hats in locations requiring hard hats (except Contract Safety Watchers who must wear OSHA approved orange hard hats). These hard hats must clearly identify their firm's name.
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Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Cable Splicer	Splice communication cables Splice fiber optic cables Splice power cables Remove/install cable Miscellaneous electrical work	Same tools as Electrician Possess a valid Contractor Electrical Worker Card. Possess a white hard hat Possess valid state drivers license Possess valid First Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Cable Splicer Foreman	Act as working foreman with same description of work as the Cable Splicer. Responsible for assigning duties, providing supervision, enforcing safety rules, reviewing and inspecting, quantity and quality of work performed by contract crew.	Same tools as Electrician Possess a valid Contractor Electrical Worker Card. Possess a white hard hat Possess valid state drivers license Possess valid First Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Carpenter	Fabricate/install/remove concrete forms for footings, fences, curbs, sidewalks, etc. Pour and finish concrete. Erect fencing. Core drill concrete. Tie and place reinforcing bar steel. Installs Oil Containment drainage systems, manholes, utility vaults, and other related concrete work. Prepares sites and locates structures, drainage systems, utility vaults, etc., using tools such as transits, levels, plumb bob, and other related survey tools and equipment. Installs concrete block walls and precast wireway trenches. Fabricates crates for secure movement and safe handling of electrical and related equipment. Operates standard power driven woodworking equipment such as circular saws, band saws, planer and drill presses as well as the many varied hand tools of the carpenter trade. Miscellaneous rough and finish carpentry work.	Bar, Wrecking Brace Brace Bits - One Set Chalk Line Chisels - One Set Hammer, Finish Hammer, Rough Knife, Putty Level, 2 foot Nail Set Plane, Scrub Plane, Jack Plumb Bob Rule, 6 foot wood Saw, 8 point Saw, 11 point Saw, Rip Screwdrivers - Assorted Square, Framing Square, Tri Wrench, Adjustable Jaw (set) Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat Possess valid state drivers license Possess valid First Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Carpenter Apprentice (1st Term)	Act as a Carpenter Apprentice under direction of journeyman Carpenter with the same description of work as the Carpenter. Completed under 750 hours of work.	Same required tools as the Carpenter. Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Carpenter Apprentice (2nd Term)	Act as a Carpenter Apprentice under direction of journeyman Carpenter with the same description of work as the Carpenter. Completed 750 hours of work, 6 months in previous classification, and successfully completed school requirements.	Same required tools as the Carpenter. Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Carpenter Apprentice (3rd Term)	Act as a Carpenter Apprentice under direction of journeyman Carpenter with the same description of work as the Carpenter. Completed 1500 hours of work, 6 months in previous classification, and successfully completed school requirements.	Same required tools as the Carpenter. Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Carpenter Apprentice (4th Term)	Act as a Carpenter Apprentice under direction of journeyman Carpenter with the same description of work as the Carpenter. Completed 2250 hours of work, 6 months in previous classification, and successfully completed school requirements.	Same required tools as the Carpenter. Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Carpenter Apprentice (5th Term)	Act as a Carpenter Apprentice under direction of journeyman Carpenter with the same description of work as the Carpenter. Completed 3000 hours of work, 6 months in previous classification, and successfully completed school requirements.	Same required tools as the Carpenter. Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.

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Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Carpenter Apprentice (6th Term)	Act as a Carpenter Apprentice under direction of journeyman Carpenter with the same description of work as the Carpenter. Completed 3750 hours of work, 6 months in previous classification, and successfully completed school requirements.	Same required tools as the Carpenter. Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Carpenter Apprentice (7th Term)	Act as a Carpenter Apprentice under direction of journeyman Carpenter with the same description of work as the Carpenter. Completed 4500 hours of work, 6 months in previous classification, and successfully completed school requirements.	Same required tools as the Carpenter. Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Carpenter Apprentice (8th Term)	Act as a Carpenter Apprentice under direction of journeyman Carpenter with the same description of work as the Carpenter. Completed 5250 hours of work, 6 months in previous classification, and successfully completed school requirements.	Same required tools as the Carpenter. Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Carpenter Foreman	Act as working foreman with same description of work as the Carpenter. Responsible for assigning duties, provide supervision, enforcing safety rules, reviewing and inspecting, quantity and quality of work performed by contract crew.	Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat Possess valid state drivers license Possess valid First Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Cement Finisher	Fabricate/install/remove concrete forms for footings, fences, curbs, sidewalks, etc. Pour and finish concrete. Finishes concrete by sacking and other methods. Grouts seams. Core drill concrete. Installs concrete block walls.	Possess a valid Contractor Non-electrical Worker Card. Possess a white hard hat. Possess a valid state driver's license. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.

Scope of work - Contract #3452

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Electrician	Remove/install structural steel Remove/install/maintain transformers Remove/install/maintain bus Remove/install/maintain capacitors Remove/install/maintain conduit & cable Remove/install/maintain disconnect switches Remove/install/maintain grounding Remove/install/maintain power circuit breakers Remove/install communication equipment	Pliers: side cutter, diagonal, needle nose channel locks (2), stakons Screwdrivers: Phillips and standard Wrenches: Allen, small set, Chain, Crescent, 6" and 12", Spintite type socket set not to exceed 1/2 inch Hammer Knife Chalk line Small level Keyhole saw Center punch Hacksaw Tri-square
	Remove/install potheads Remove/install relay panels Miscellaneous electrical work Operates Government owned equipment such as 1-ton work vehicles, capstans, boom trucks and other line equipment.	Wiggins or similar voltage tester Plumb bob Six foot wood rule and/ or 12' Lifeguard steel rule Possess a valid Contractor Electrical Worker Card. Possess a white hard hat Possess valid state drivers license Possess valid First Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Electrician Foreman	Act as working foreman with same description of work as the Electrician Responsible for assigning duties, providing supervision, enforcing safety rules, reviewing and inspecting, quantity and quality of work performed by contract crew.	Same tools as Electrician Possess a valid Contractor Electrical Worker Card. Possess a white hard hat Possess valid state drivers license Possess valid First Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Groundman	<p>Hoist material and tools to lineman by means of a hand line.</p> <p>Layout hand line, tools and equipment or hardware.</p> <p>Return tools and equipment not in use to storage during and after work.</p> <p>Perform housekeeping chores.</p> <p>Maintain and repair access roads including spraying brush.</p> <p>Assist equipment operator on bulldozer, grader or backhoe.</p> <p>Assist in danger tree removal.</p> <p>Limb trees.</p> <p>Pile and dispose of brush.</p> <p>Assist linemen in patrolling transmission lines.</p> <p>Dig pole and anchor holes.</p> <p>Repair fences and gates.</p> <p>Operate electrical or power driven equipment and tools such as chain saw and drills.</p> <p>Install and maintain bridges and culverts.</p> <p>Miscellaneous right-of-way work.</p>	<p>Possess a valid Contractor Nonelectrical Worker Card.</p> <p>Possess a white hard hat</p> <p>Possess valid state drivers license</p> <p>Possess valid CDL</p> <p>Possess valid First Aid/CPR Card</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>
Heavy Mobile Equipment Mechanic	<p>Determines causes of mechanical operating problems, traces, locates defects, and repairs and maintains light and heavy mobile equipment and vehicles. Works on heavy vehicles and mobile equipment such as bulldozers, road graders, rollers, and similar heavy construction and earth moving equipment; front-end loaders, backhoes, and similar power maintenance vehicles, mobile cranes; heavy special purpose vehicles such as large Transmission Line Maintenance vehicles, fuel dispensing trucks, and fire trucks; and automobiles and light equipment such as forklifts and snowmobiles.</p>	<p>Possess a valid Contractor Nonelectrical Worker Card.</p> <p>Possess a white hard hat</p> <p>Possess valid state drivers license</p> <p>Possess valid CDL</p> <p>Possess valid First Aid/CPR Card</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual</p> <p>Supplies own hand tools common to the trade</p>
Laborer	<p>Performs manual labor in connection with the construction, maintenance, and repair of buildings, roads, walks, fences, foundations, sewers, and water and drainage systems.</p> <p>Load and unload materials, supplies and equipment from trucks, trailers, crates, pallets, drums, barrels, or boxes.</p> <p>Keep work areas clean.</p> <p>Assist journeyman</p> <p>Perform routine maintenance on manual and power tools and equipment common to laborer jobs.</p> <p>Perform other miscellaneous duties</p>	<p>Possess a valid Contractor Nonelectrical Worker Card.</p> <p>Possess a white hard hat</p> <p>Possess valid state drivers license</p> <p>Possess valid First Aid/CPR Card</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

Scope of work - Contract #3452

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Laborer Foreman	Act as working foreman with same description of work as the Laborer. Responsible for assigning duties, providing supervision, enforcing safety rules, reviewing and inspection, quantity and quality of work performed by contract crew.	Possess a valid Contractor nonelectric Work Card Possess a white hard hat Possess valid state drivers license Possess valid First Aid/CPR card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual
Line Equipment Operator	Operate Government owned line trucks equipped with hydraulic boom (not to exceed 90'), outriggers, winches, and other hydraulically or mechanically operated attachments, snow-cats, and insulator washers; trucks equipped with aerial platforms, buckets, and ladders for performing line work, pruning trees, and other aerial work; truck equipped with spray equipment; trucks and trailers for hauling poles, tractors and other line equipment materials; stringing equipment; trucks with incidental earth moving or material handling attachments; bulldozer, grader or backhoe; crawler tractors with blade and drum, tractors with hole diggers, hydraulic booms (not-to-exceed 90'); wheel tractors with loader-backhoe or brush cutting attachments; diesel and gas combination trucks with GVW above 26,000 pounds; miscellaneous right of way work	Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat Possess valid CDL Possess valid state drivers license Possess valid First-Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.

Scope of work - Contract #3452

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Lineman	<p>Remove/install structural steel. Remove/install/maintain transformers. Remove/install/maintain bus. Remove/install/maintain capacitors. Remove/install/maintain conduit & cable. Remove/install/maintain disconnect switches. Remove/install/maintain grounding. Remove/install/maintain power circuit breakers. Performs (or assists with) construction, repair, replacement or maintenance work on either wood pole or steel tower lines including excavations and footings, framing and erecting towers and poles, hanging insulators and hardware, and stringing, sagging, and clipping conductor. Performs right-of-way maintenance work such as brush and weed control, cutting or topping danger trees, seeding cover crops for erosion control. Repairs access roads and installs or repairs bridges, culverts, fences, and gates. Operates Government owned equipment such as 1-ton work vehicles, capstans, boom trucks and other line equipment. Performs miscellaneous right of way work. May operate large electric, gasoline, or diesel- powered cranes (2-ton rated capacity and over) with attachments for loading, unloading, hoisting into position (for erection, assembly, or installation), and retirement of heavy equipment and materials.</p>	<p>Climbing belt Hooks Pliers: Side cutter, Diagonal, Needle nose, Channel locks (2) Stakons Screwdrivers, Phillips and standard Wrenches: Allen, small set, Chain, Crescent, 6" and 12", Spintite type socket set not to exceed 1/2" Hammer Knife Possess a white hard hat Possess valid state driver's license. Possess valid CDL. Possess a valid Contractor Electrical Worker Card. Possess valid First Aid/CPR Card. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>
Lineman Foreman	<p>Act as working foreman with same description of work as the Lineman. Responsible for assigning duties, providing supervision, enforcing safety rules, reviewing and inspecting, quantity and quality of work performed by contract crew.</p>	<p>Same tools as a Lineman Possess a white hard hat Possess a valid Contractor Electrical Worker Card. Possess valid state drivers license Possess valid CDL Possess valid First Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual</p>

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Machinist	<p>Operates computer operated (CNC) and standard machine tools such as lathes, drill presses, milling machines, shapers and grinders to close tolerances.</p> <p>Makes necessary adjustments to keep machines in operation.</p> <p>Determines feed, speed, and sequence of operations. From shop orders, verbal instructions, drawings or other sketches the Machinist determines work procedure, the machines and tools to be used, and occasionally the material required.</p> <p>Lays out operation on work pieces involving interrelated dimensions and contours by scribing lines, arcs, circles, angles, tapers, center distances, and location points as a guide to setting up the work on machine and machining to closer tolerances.</p>	<p>Possess a valid state driver's license.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual</p>
	<p>Computes clearance, tolerance, pitch and fit. Sets up work on machines such as lathes, drill presses, shapers, power metal saws, and milling machines. Performs set-ups using special constructed work holding devices, chucks or clamps, and aligns parts for accurate machining.</p> <p>Grinds, sharpens and modifies cutting tools.</p> <p>Assembles and disassembles, files, chips, scrapes, ream, welds, brazes, solders, and heat -treat s (annealing and tempering) incidental to machining operations.</p> <p>Fits parts together and checks work to close tolerances. From preliminary sketches or oral and very general instructions, develops ideas and preliminary designs into practical tools and devices.</p>	
Machinist, Foreman	<p>Act as working foreman with same description of work as the Machinist.</p> <p>Responsible for assigning duties, providing supervision, enforcing safety rules, reviewing and inspecting, quantity and quality of work performed by contract crew.</p>	<p>Possess a valid state driver's license.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual</p>

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Material Handler	<p>Receiving - load and unload trucks, railcars, etc.; uncrate, identify, sort and count materials and supplies; inspect for conditions; compare items with purchase orders/identify and report discrepancies; pick up and deliver items; prepare documents.</p> <p>Inventory - Take inventory of materials, instruments, and tools, examine standard catalogs or inventory listings and identify stock; count, compute and record stock and report discrepancies.</p> <p>Storage - store items as designated; maintain and check on condition of stock, labeling, rearranging within and between storage areas, and replenishing as needed; inspect storage area; repackage and recrate items; report storage area conditions. Inspect stored equipment for fluid leaks and take appropriate action.</p> <p>Housekeeping - perform maintenance duties in warehouse, tool rooms, and material yards.</p> <p>Operate material handler (equipment) and/or forklift with lifting capacity of 30,000 pounds with both hand and foot controls, multiple braking systems, rough-terrain 4-wheel drive and articulated frames.</p> <p>Work is performed both indoors and outdoors under prevailing weather conditions. Hazards include working around high-voltage equipment, machinery with moving parts, and exposure to environmental hazards. Work may be required at various heights, such as scaffolding, motorized buckets, and ladders at heights up to 20 feet. Some work includes travel.</p> <p>Must be physically and mentally able to perform the essential duties of the position without hazard to themselves or others. Tasks involve arduous effort, such as climbing, repeated bending, pushing, pulling, and lifting objects weighing up to 80 pounds. Must be able to work with both arms overhead. Must be in good physical condition sufficient to safely perform these duties.</p> <p>Miscellaneous material handler work.</p>	<p>Lumbar Brace Safety goggles Ear plugs Leather gloves Rubber gloves Possess a white hard hat Possess a valid Contractor Nonelectrical Worker Card. Possess a white hard hat Possess valid state drivers license Possess valid First Aid/CPR Card Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Material Handler Foreman	Act as working foreman with same description of work as the Material Handler. Responsible for assigning duties, providing supervision, enforcing safety rules, reviewing and inspecting, quantity and quality of work performed by contract crew.	Lumbar Brace Safety goggles Ear plugs Leather gloves Rubber gloves Possess a white hard hat Possess a valid Contractor Nonelectrical Worker Card. Possess valid state drivers license Possess valid First Aid/CPR Card
		Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.
Painter, Apprentice	Performs the essential duties of a Painter under the direction of a Journeyman Painter in conjunction with a recognized Apprenticeship program	Possess a valid state driver's license. Possess valid First Aid/CPR Card. Posses certification on use of aerial lift equipment. Must be physically capable of wearing breathing apparatus. Must be involved in any health screening as required by OSHA or other governing authority. Become familiar with and follow the safety practices of the BPA Accident Prevention Manual

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Painter, Journeyman	<p>Paints electrical equipment in BPA Substations, structural steel, wood, metal parts, vehicular equipment, interiors and exteriors of builds, and other structures.</p> <p>Prepares surfaces by hand sanding, sand blasting, steam cleaning, and scraping, filing and puttying as necessary.</p> <p>Blends colors and mixes paint and other surfacing materials.</p> <p>Applies appropriate coats and finishes.</p> <p>Operates standard painting equipment such as air and airless spray equipment, steam cleaning, and sandblasting equipment.</p> <p>Must be familiar with and display proficiency in the operation of all equipment including making necessary adjustments and performing maintenance.</p> <p>Cleans up and equipment and makes proper disposal of waste materials.</p> <p>Performs miscellaneous duties related to the Painter craft.</p>	<p>Possess a valid state driver's license.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Posses certification on use of aerial lift equipment.</p> <p>Must be physically capable of wearing breathing apparatus. Must be involved in any health screening as required by OSHA or other governing authority.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual</p>
Painter, Master	<p>Performs the duties of Painter. Demonstrates exceptional skills and knowledge required to perform the Painting duties specific to BPA requirements.</p>	<p>Possess a valid state driver's license.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Posses certification on use of aerial lift equipment.</p> <p>Must be physically capable of wearing breathing apparatus. Must be involved in any health screening as required by OSHA or other governing authority.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Painter, Taper	Performs the same duties as Painter. Also tapes, seals, textures and finishes sheet rock.	<p>Possess a valid state driver's license.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Posses certification on use of aerial lift equipment.</p> <p>Must be physically capable of wearing breathing apparatus. Must be involved in any health screening as required by OSHA or other governing authority.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>
Power Equipment Operator	<p>Operates large electric, gasoline, or diesel-powered cranes (2-ton rated capacity and over) with attachments for loading, unloading, hoisting into position (for erection, assembly, or installation), and retirement of heavy equipment and materials.</p> <p>Operates earth moving equipment including, but not limited to, road graders, backhoes, bulldozers, power shovels (wheel and crawler), bobcats, ditch-witch's, dump trucks, and tilt trailer combinations.</p> <p>Operates equipment in the construction and maintenance of substation yards, roads and transmission line rights-of-way. Operates equipment to grade stakes or levels.</p> <p>Operates forklifts, bucket trucks, hydro cranes, and other material and manlift equipment.</p> <p>Operates track and wheel type gasoline or diesel-powered tractors with attachments; such as single and double drum winches, hoist, power takeoff, angle dozer, pull grader, hole digger, trench hoe, front-end loader, pole setting attachments and tractor-driven blade graders or patrol equipment.</p> <p>Sets platforms, mats, or other materials required for movement and operation of track crane and mobile cranes.</p> <p>Makes minor repairs to, adjusts, and converts equipment as required to accommodate the work at hand.</p> <p>Drives the crane and operates the dump trucks and trailers that are used to move the equipment from job to job. Drives truck-mounted cranes and dump trucks on public highways from job to job.</p> <p>Assists other workers when not needed on primary job performing miscellaneous duties as assigned and incidental tasks related to crews assignments.</p>	<p>Possess a white hard hat</p> <p>Possess a valid Contractor Nonelectrical Worker Card.</p> <p>Possess valid state drivers license</p> <p>Possess valid CDL</p> <p>Possess valid First Aid/CPR Card</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

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Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Rigger (Electrical)	<p>Operates power driven equipment such as hydraulic trailers, pumps, gas and diesel engines, generators, chain saws and many varied hand tools of the rigging trade.</p> <p>Operates hydraulic pumps and jacks.</p> <p>Uses rollers, cribbing, cranes, block and tackle, and heavy hauling equipment.</p> <p>Builds wooden footings.</p> <p>Places, stabilizes and aligns equipment on foundations and special bases. Assists in assembly of equipment and associated components.</p> <p>Loads and unloads, cribs and blocks heavy</p>	<p>Possess a white hard hat.</p> <p>Possess valid state driver's license.</p> <p>Possess valid CDL.</p> <p>Possess a valid Contractor Nonelectrical or Electrical Worker Card, as required.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>
	<p>equipment onto trucks, trailers, and railcars using hydraulic rams, rollers, and winch trucks or cranes.</p> <p>Ties down heavy machinery on railcars for shipment.</p> <p>Splices and swages a variety of wire and fabric rope slings and chokers, and installs new lines on winches, cranes, and hoists.</p> <p>Performs miscellaneous duties as assigned, such as yard cleanup, outfit cranes, clean tool trucks and trailers, retirements, moves vehicles, shop machinery, and Equipment.</p> <p>Operates Government owned equipment such as 1-ton work vehicles, capstans, boom trucks and other line equipment.</p>	
Rigger Foreman (Electrical)	<p>Act as working foreman with same description of work as the Rigger (Electrical).</p> <p>Responsible for assigning duties, providing supervision, enforcing safety rules, reviewing and inspecting, quantity and quality of work performed by contract crew.</p>	<p>Possess a white hard hat</p> <p>Possess a valid Contractor Nonelectrical or Electrical Worker Card, as required.</p> <p>Possess valid state drivers license</p> <p>Possess valid CDL</p> <p>Possess valid First Aid/CPR Card</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Rigger Truck Driver	<p>Drives and operates rigging tool trucks equipped with winches for loading, unloading, and moving heavy equipment and material, under the close guidance of the supervisor and/or safety watcher, in areas of restricted clearance and substation switchyards.</p> <p>Operates combinations of trucks and trailers and specialty equipment such as heavy hauling lowboy trailers with capacities in excess of 500,000 pounds.</p> <p>Operates various sizes forklifts with capacities through 30,000 pounds.</p> <p>Inventories and maintains rigging truck tools, equipment, and materials.</p>	<p>Possess a white hard hat</p> <p>Possess a valid Contractor Nonelectrical Worker Card.</p> <p>Possess valid state drivers license</p> <p>Possess valid CDL</p> <p>Possess valid First Aid/CPR Card</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>
	<p>Lays out and prepares tools such as hydraulic pumps, jacks, rollers, block and tackle, and cribbing for use by the journeymen level electrical riggers.</p> <p>Installs new lines on winches, hoist, cranes, etc.</p> <p>Performs work preparatory to loading and unloading heavy electrical equipment and materials. Sets platforms, mats, and other material required for movement of equipment.</p> <p>Assists in placing, stabilizing, and aligning equipment on foundations or special bases, and in the assembly of equipment and associated parts.</p>	
Safety Watcher	<p>Provide safety watcher for work performed by Bonneville crews.</p> <p>Obtain a Contractor Safety Watcher Card, which attests that the contractor has successfully passed the written Safety Watcher Test and that their name has been placed on the list of eligible Contractor Safety Watchers.</p> <p>Safety watchers shall be knowledgeable of and comply with the AMP and clause titled "Safety and Health (15-2)".</p> <p>Perform miscellaneous electrical work.</p>	<p>Orange hard hat</p> <p>Orange Safety Vest</p> <p>Possess a valid state drivers license</p> <p>Possess valid First Aid/CPR Card</p> <p>Possess a valid Contractor Safety Watcher Card.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Sheet Metal Mechanic	<p>The Sheet Metal Mechanic operates sheet metal working equipment and tools, determines detailed work procedures, machinery, materials, and tools to use on projects.</p> <p>Fabricates and installs sheet metal items, including mounting them in field locations and adapting products as necessary.</p> <p>Lays out, forms, constructs, and assembles items and systems.</p> <p>Develops ideas, designs, drawings, or general instructions into practical tools, devices, and components.</p> <p>Evaluates structural damage in order to plan and lay out repair and modification projects.</p>	<p>Possess a valid state driver's license.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>
	<p>Assembles and disassembles, files, chips, scrapes, reams, welds, brazes, and solders as incidental tasks.</p> <p>Performs welding on sheet metal projects.</p>	
Tractor Equipment Operator	<p>Operates earth moving equipment including, but not limited to, road graders, backhoes, bulldozers, power shovels (wheel and crawler), bobcats, ditch-witch's, dump trucks, and tilt trailer combinations.</p> <p>Operates equipment in the construction and maintenance of substation yards, roads and transmission line rights-of-way.</p> <p>Operates equipment to grade stakes or levels.</p> <p>Operates forklifts.</p> <p>Operates track and wheel type gasoline or diesel-powered tractors with attachments; such as single and double drum winches, hoist, power takeoff, angle dozer, pull grader, hole digger, trench hoe, front-end loader, pole setting attachments and tractor-driven blade graders or patrol equipment</p> <p>Makes minor repairs to, adjusts, and converts equipment as required to accommodate the work at hand.</p> <p>Drives the dump trucks and trailers that are used to move the equipment from job to job. Drives dump trucks on public highways from job to job.</p> <p>Assists other workers when not needed on primary job performing miscellaneous duties as assigned and incidental tasks related to crews assignments.</p>	<p>Possess a white hard hat.</p> <p>Possess valid state drivers license.</p> <p>Possess valid CDL.</p> <p>Possess a valid Contractor Electrical Worker Card.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Truck Driver	<p>Operates full range of transportation equipment, including diesel-powered trucks up to and including 80,000 pounds Gross Vehicle Weight (GVW). This includes combinations of semi-tractor and trailer, and truck and trailer.</p> <p>Operates various sizes of hydro cranes ranging from 20,000 pounds through 30,000 pounds</p> <p>Operates various sizes of forklifts ranging from 4,000 pounds through 30,000 pounds.</p> <p>Operates specialty equipment, such as heavy hauling lowboy trailers, from 18,000 pounds to 500,000 pounds GVW.</p> <p>Operates, loads, and unloads pole-type truck trailers with length up to 125 feet.</p>	<p>Possess a white hard hat</p> <p>Possess a valid Contractor Nonelectrical Worker Card.</p> <p>Possess valid state drivers license</p> <p>Possess valid CDL</p> <p>Possess valid First Aid/CPR Card</p> <p>Become familiar with</p>
	<p>Operates, loads, and unloads oil tankers with a capacity up to and including 8,000 gallons.</p> <p>Loads, transports, and unloads heavy equipment such as power shovels, tractors (wheeled and crawler), transformers, circuit breakers, and other related material and equipment used in the construction and maintenance of transmission lines and substations.</p> <p>Picks up, and/or delivers materials, such as building materials and construction equipment.</p> <p>Keeps required records and logs. Prepares and submits required reports.</p> <p>Obtains necessary permits for movement over the highways of loads which exceed height, length, width, or weight limit regulations.</p>	<p>and follow the safety practices of the BPA Accident Prevention Manual.</p>
Welder	<p>The Welder erects copper, aluminum, or wrought iron bus in BPA Substations.</p> <p>From drawing fabricates and assembles all types of bus fitting from copper aluminum or steel.</p> <p>From work sheets or drawings, fabricates and pre-stresses all types of bus or copper, aluminum, or wrought iron.</p> <p>From drawings, fabricates and installs at proper elevations, oil lines and oil headers on transformers and oil circuit breaker installations.</p> <p>Performs all types of general welding on shop fabrications, steel and aluminum structures, trucks, bull dozers, cranes, booms, shovel buckets etc.</p> <p>Selects proper welding rods as appropriate for the type of metal to be worked.</p> <p>Uses AC and DC electric welding machines, including heliarc and aircomatic process.</p> <p>Also brazes, welds, and cuts by oxyacetylene process and uses various heavy machine tools as required, such as power saws, cut off saws, drill presses, pipe bending machines, etc.</p> <p>From written or oral instruction, blueprints or sketches, plans work, makes templates and selects methods, material and machines appropriate for the project.</p>	<p>Posses a BPA Welder Certificate.</p> <p>Possess a valid state driver's license and CDL.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

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Labor Classification	Description of Work	Required Tools, Equipment and Special Requirements
Welder, Foreman	<p>Act as working foreman with same description of work as the Welder.</p> <p>Responsible for assigning duties, providing supervision, enforcing safety rules, reviewing and inspecting, quantity and quality of work performed by contract crew.</p>	<p>Posses a BPA Welder Certificate.</p> <p>Possess a valid state driver's license and CDL.</p> <p>Possess valid First Aid/CPR Card.</p> <p>Become familiar with and follow the safety practices of the BPA Accident Prevention Manual.</p>

Award Fee Plan

I. Purpose:

This plan outlines the policies and procedures that will be used to determine award fees and the duties and responsibilities of personnel associated with the award fee process. It prescribes the administration of the award fee provision of the contract, forms a part of the contract, and may be modified unilaterally by the Contracting Officer in accordance with the provisions of the contract.

II. General:

An award fee evaluation procedure is hereby established for determination of the award fee payable under this contract. The payment of any award fee is contingent upon compliance with contractual requirements and performance above the satisfactory level in each of the individual criteria set forth in the contract. It is BPA's intent that the Contractor performs the required services in such a manner as to warrant the highest possible rating and award fee. The Contractor's failure to maintain acceptable levels of performance in all areas of this contract, whether specified or not, will result in no award fee being issued. The award fee amount, up to 3% of the total labor dollars invoiced for labor service releases, is a unilateral determination by BPA and is not subject to the "Disputes Resolution Process" (21-3). Any award fee that is awarded shall be on a quarterly basis and in addition to any base fee that may be paid under this contract. BPA reserves the right to unilaterally change the award fee allocation for any period; to unilaterally change the evaluation weights/criteria or to unilaterally change both, provided the Contractor is notified of the change(s) before the start of the affected evaluation period.

III. Responsibilities:

A. Contracting Officer (CO): The person awarding and administering the resulting contract on behalf of BPA. The CO is also the Determining Official and will determine the fee to be awarded to the contractor based on recommendations by the Award Fee Board.

B. Contracting Officer's Representative (COR): The COR is a BPA employee, selected and designated, in writing, by the CO to act as his authorized representative in administering the contract. The COR will evaluate the contractor's performance within designated functional areas and perform other duties as authorized by the CO. One or more CORs may be appointed.

C. Award Fee Board (AFB): Members of the AFB are designated personnel who evaluate the contractor's Award Fee Proposal, score the proposal, recommend the award fee amount, and submit it to the CO. The AFB assures that the recommendations are consistent with available information and contractor performance. The award fee board is comprised of the CO and all appointed CORs.

IV. Performance Criteria: This contract provides that the total award fee earned by the contractor shall be determined quarterly, based on evaluation of the contractor's overall performance on both labor and project releases. The performance criteria upon which the contractor will be rated are shown below. These criteria are comprised of four (4) areas. Each of the areas has a percentage weight associated with it. The percentages represent the relative importance of each of the areas. Within each of these areas are factors. Factors within each of the areas will be used to evaluate the contractor's performance for each area.

A. Area 1, Staffing & Personnel (60%) – Timely and effective procedures for efficiently supporting needed staffing. Evaluation factors include the following:

1. Recruitment procedure's

2. Training programs to support necessary performance of work called for in the contract Statement of Work (SOW) and to ensure work force stability.
3. Effective utilization of personnel: Use of skills appropriate to tasks, classification of personnel appropriate for tasks performed, and adequate supervision.

B. Area 2, Efficiency (20%) -Effective and efficient business systems and procedures covering the following factors:

1. Work Scheduling.
2. Work Assignments.
3. Work Management and Monitoring.
4. Billing & Invoicing.

C. Area 3, Problem Resolution and Communication (10%) - Contractor has adequate and efficient channels of communication to ensure effective and efficient communication with BPA personnel (including CO and CORs). Factors include:

1. Identification of appropriate authority to resolve contract problems.
2. Contractor personnel understand and respond appropriately to various BPA personnel with different contract authority.
3. Contractor's reliance on BPA for guidance or decisions in areas that are properly the Contractor's responsibility is minimal.

D. Area 4, Cost Control (10%) - Factors include:

1. Contractor has effective budget and cost control mechanisms and systems in place.
2. Accounting and billing systems support effective, accurate and timely billing/invoicing.
3. Systems, procedures, and personnel actively work to control and minimize costs.

V. Award Fee Determination Process:

A. Award Fee Determination: Calculation of the award fee earned will be based on the judgement of the AFB (CO and COR) relative to the contractor's performance and evaluation of the contractor's Award Fee Proposal. The evaluation will determine how well the contractor performed relative to the various evaluation criteria (areas and factors). Scoring will be done by applying award amounts to each of the areas listed above. Award amounts represent the AFB's rating of the contractor's performance using a scale of 0 to 100 (0 represents the poorest score possible, 100 represents a perfect score). The award amounts will be multiplied by the percentage weight for each of the four areas and then totaled. This total amount (termed the Total Award Fee Score or Total Award Fee Percentage) will represent the percentage of available award fee to be received by the contractor for the award fee period.

B. Evaluation Process: The contractor shall submit a written proposal ("Award Fee Proposal") to the CO for each award fee period, outlining the amount of award fee that it believes it deserves based on its performance of the contract. The written proposal shall be submitted within 21 days of completion of each award fee period and shall address each of the areas and factors outlined above and provide justification and rationale for the proposed award fee amount. The CO shall ensure that all CORs receive a copy of the award fee proposal and shall convene the AFB within 10 days after receipt of the contractor's Award Fee Proposal. A final decision by the AFB regarding the final award fee decision shall be made and presented to the contractor within 7 days after the convening of the AFB.

C. Award Fee Computation & Payment: Each of the evaluation areas listed above will receive numerical score from 0 to 100 from the AFB. A minimum score of 75 (satisfactory) must be received in all areas to be considered for Award Fee. The available Award Fee amount will be 3% of the total labor dollars invoiced for service labor releases during the quarter. In each award fee period the amount of the awarded fee earned will be determined by the following formula.

$$\{[(.6 \times \text{Staffing and Personnel score}) + (.2 \times \text{Efficiency score}) + (.1 \times \text{Problem Resolution and Communication score}) + (.1 \times \text{Cost Control score})] - 75\} = \text{Score}$$

Award fee available divided by possible score (25) times Score = Award Fee payment amount

Calculation of the score using the formula shown above must be 75% or greater in order for the contractor to be eligible for any award fee. The score will then be multiplied by the total labor dollars invoiced for the service releases for the quarter. The resulting total will constitute the award fee amount for the affected period. The CO will notify the contractor of the final AFB award decision in writing. The contractor will invoice for the award fee amount using invoicing procedures outlined in the contract. Invoices for award fee amounts shall be identified as such and shall specify the period and amount for which it is invoicing. Payment of the award fee will be made in accordance with prescribed contract payment procedures.