

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE 07/13/2016		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Bureau of Reclamation Upper Colorado Region Regional Office 125 South State Street, Room 8100 Salt Lake City UT 84138		CODE R40		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO. R16PS01019			
				x 9B. DATED (SEE ITEM 11) 06/23/2016			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>5</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of AMENDMENT 000001 is as follows:							
1. To add DIAR clauses 1452.227-81 Indian Preference and 1452.226-71 Indian Preference Program to SECTION I. Please see Attachment 1 for full text.							
2. To post the site visit sign-in sheet. Please see Attachment 2.							
3. To post Questions and Answers received. Please see Attachment 3.							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Jared F. Van Buskirk			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference—Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall —

(1) Designate a liaison officer who will:

(i) Maintain liaison with the Government and Tribe(s) on Indian preference matters;

(ii) Supervise compliance with the provisions of this clause; and

(iii) Administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including—

(i) A clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;

(ii) A statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93–638; (88 Stat. 2205; 25 U.S.C. 450e(b));

(iii) Definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference—Department of the Interior" clause of this contract;

(iv) A representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and

(v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference—Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference—Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

(i) The names and addresses of all Indians seeking employment for each employment position available under this contract;

(ii) The number and types of positions filled by Indians and non-Indians, and the name, address and position of each Indian employed under this contract;

(iii) For those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;

(iv) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

(v) Reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and

(vi) The names and addresses of all Indian organizations and Indian-owned economic enterprises contacted, and receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates the number and types of available positions filled and dollar amounts of all subcontracts awarded to Indian organizations and Indian-owned economic enterprises and all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 *et seq.*).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

PRE-BID SITE VISIT ATTENDANCE RECORD

SOLICITATION NO.: R16PS01019
 NAVAJO GALLUP WATER SUPPLY PROJECT – Reach 22b

SAN JUAN COUNTY, NEW MEXICO

10:00 a.m. – July 7, 2016

NAME	COMPANY/ORGANIZATION	ADDRESS/TELEPHONE
Timothy J. Gonzalez	BOR	505-324-5012 1235 La Plata Hwy Farmington NM
Walter Shaw	BOR wshaw@usbr.gov	1235 LaPlata Hwy, Farmington 505 324-5032 wshaw@usbr.gov
Mick Rush SHAUN DURAND	CEI	5980 W. Cougar Ave Las Vegas, NV 702-362-5470
Adam Beck Mike White	406-756-8560 Nelcon, Inc Mike@nelcon.us	P.O. Box 5370 Kalispell, MT 59903
Trace Musgrave	Meridian Contracting Inc.	3223 LOS ARBOLES NE Albuquerque, NM 87107 505-872-2841
JEFF JONES	MERIDIAN CON.	
Joshua Crocker-Flint	AUI, Inc.	7420 Reading Ave. ABQ, NM 87119 505-242-4848
Terry Gorsuch	Canyon Excavation Bore Subcontractor	54 Pyramid St. Durango, CO 81303 970-385-7677
RON McPHERSON	GARNEY CONST.	303/241/3271
Rob Sublette	Garnsey Const.	
Bob Leonard	Bethel Contracting	2605 Denali St. Anch AK 99503
KEITH LEMASTER	GARNEY	7911 SWAFFE PREW, LITTLETON, CO 80127

PRE-BID SITE VISIT ATTENDANCE RECORD

SOLICITATION NO.: R16PS01019
 NAVAJO GALLUP WATER SUPPLY PROJECT – Reach 22b

SAN JUAN COUNTY, NEW MEXICO

10:00 a.m. – July 7, 2016

NAME	COMPANY/ORGANIZATION	ADDRESS/TELEPHONE
Chris Wagner	Meridian Contracting	505 872 2841 3223 Los Arboles. ABQ NM 87107.
Nathan Compton	GEOMAT INC	915 Malta Ave Farmington NM 87401 505 337-7928
KEN CNOITE	CNOITE Construction Company	53 W. 1650 W. Springfield UT. 801-489-3170
Jonathan James	NECA	P.O. Box 969 Shiprock, NM 87401 505-368-5757
Bernard Benally	D & R Tank, Co.	P.O. Box 267 Tucuman, N.M. 87042 505-934-5455
STANLEY CHARLEY	N.E.C.A	PO Box 969 Shiprock, NM 87420 (505) 368-3022
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SOLICITATION NO.: R16PS01019
NAVAJO GALLUP WATER SUPPLY PROJECT – Reach 22b

10:00 a.m. – July 7, 2016

[illegible]

1. QUESTION: Regarding Section L, page 57 ,Factor 1. Experience-Due to the size of the project and it being a small business set aside, would first tier subcontractor experience be acceptable to use for Factor 1. EXPERIENCE?

ANSWER: Yes

2. QUESTION: How far along are they on cultural clearances?

ANSWER: Cultural Clearances have begun and it is anticipated that it will be completed prior to Notice to Proceed (NTP).

3. QUESTION: Can we pothole w/in proposed ROW, pre-bid?

ANSWER: Offeror will have to make the request in a formal letter addressed to the CO. The letter shall include a map showing the locations and stations of each test hole. Maps will also need to show proposed access route from existing roads to test pit locations. The request shall include a shapefile showing all required information. Also, you will have to you will provide your own cultural resource monitor. Cultural resource monitors must have required permits from the applicable land management agency. No guarantee is made that clearances can be obtained prior to proposal due date.

4. QUESTION: 1/4" wall for 36" casing seem light. Would the owner prefer 3/8"? 1/2" preferred on 200' + Bores.

ANSWER: Offerors should bid the work as shown in the plans and specifications. If any deviations exist at the time of construction, these issues will be addressed with a contract change order.

5. QUESTION: Can washes be directionally drilled?

ANSWER: Offerors should bid the work as shown in the plans and specifications. If any deviations exist at the time of construction, these issues will be addressed with a contract change order. Please Note, once the contract is awarded Reclamation will consider Value Engineering Change Proposals (VECPs) from the awardee, in accordance with FAR 52.248-3.

6. QUESTION: Is HDD an option on scheduled crossings? If so, do they have to be encased w/36" or can the pipe be direct bury?

ANSWER: Please reference Specification Section 33 11 10, for Pipeline General Requirements, Table 33 11 10A - Symbol Pipe Equivalents and Part 2.03, Pipe Options for Wash Crossings. Offerors should bid the work as shown in the plans and specifications. If any deviations exist at the time of construction, these issues will be addressed with a contract change order. Please Note, once the contract is awarded Reclamation will consider Value Engineering Change Proposals (VECPs) from the awardee, in accordance with FAR 52.248-3.

7. QUESTION: If we arrive at Plant 1 before it is finished are we responsible for the pad or is the other contractor?

ANSWER: Offerors should bid the work as shown in the plans and specifications. If any deviations exist at the time of construction, these issues will be addressed with a contract change order.

8. QUESTION: Is there a geotech report?

ANSWER: Yes. Please reference Specification Sections 53 10 00, Geology and 53 20 00, Records of Geologic and Subsurface Investigations (Geologic Logs and Drawings).

9. QUESTION: Can we dig test holes?

ANSWER: See response to QUESTION 3.

10. QUESTION: How were rock and Trench quantities figured?

ANSWER: Computer generated. Please reference Specification Section 31 23 22, Pipe Trench Earthwork for Measurement and Payment and Payment and Part 1.02, Definitions, C., Rock Excavation.

11. QUESTION: What Type of pipe is specified? DI, PVC, Poly, Fiberglass, Steel?

ANSWER: Please reference Specification Section 33 11 10, for Pipeline General Requirements, Table 33 11 10A - Symbol Pipe Equivalents and Part 2.03, Pipe Options.

12. QUESTION: Who supplies water for compaction, dust control and filling the pipeline?

ANSWER: Contractors are responsible for all their water needs. Please reference Specification Section 01 51 00, Temporary Utilities for Temporary Water Sources. Please also reference Specification Section 31 02 10, Water for Dust Abatement, Specification Section 31 23 02, Compacting Earth Materials and Specification Section 33 11 10, Pipeline General Requirements, Part 1.01, Measurement and Payment, B., Filling and Testing Water, Part 3.03, Field Examination and Part 3.04, Filling Pipeline.

13. QUESTION: What are the bedding specifications?

ANSWER: Please reference Specification Section 31 23 22, Pipe Trench Earthwork, Part 2.01, Materials for Backfill, C., Bedding and Embedment, Part 3.06 Bedding and Embedment and Drawing 1695-D-60045, Pipe Trench Installation (Sheet 31).

14. QUESTION: Will rock excavation be a pay item?

ANSWER: See Section B, Price Schedule, CLIN 19. Please also reference Specification Section 31 23 22, Pipe Trench Earthwork for Measurement and Payment and Part 1.02, Definitions, C., Rock Excavation.

15. QUESTION: Will we be required to maintain access roads?

ANSWER: Please reference Specification Section 01 55 00, Vehicular Access and Parking, Part 3, Execution for Contractor requirements.