

## Section 2: Indefinite Delivery Contracts

---

### Indefinite Delivery Contracts



### Course Objectives

- 🏗️ Define and understand the elements of an Indefinite Delivery Contract to procure O&M services.
- 🏗️ Identify the major advantages and disadvantages of Indefinite Delivery contracts.
- 🏗️ Identify the basic input needed from the project to assist in the development of an Indefinite Delivery Contract.
- 🏗️ Identify the basic day to day administration necessary for an Indefinite Delivery contract. Using the examples, be able to issue, modify and receive both routine and negotiated Delivery Orders.



## Section 2: Indefinite Delivery Contracts

---

### Contract Types

---

1. Definite Quantity
2. Indefinite Quantity
3. Requirements

- Each type has a purpose
- Each type has advantages and disadvantages



### Contract Descriptions

---

#### Definite Quantity Contracts

- ◆ Provides for delivery of a definite quantity of specific supplies or services for a fixed period, with deliveries to be scheduled at designated locations upon order.

#### Indefinite Quantity Contracts

- ◆ Provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor.



## Section 2: Indefinite Delivery Contracts

---

### Contract Descriptions cont.

---

#### Indefinite Quantity Contracts Cont.

- ◆ At the discretion of the contracting officer, the contract may require the government to order and the contractor to furnish at least a stated minimum quantity of supplies or services. This may help to ensure that the contract is binding.
- ◆ If ordered by the government, the contractor must furnish any additional quantities, not to exceed a stated maximum.
- ◆ Funds for other than the stated minimum quantity (if applicable) are obligated by each delivery order, not by contract.

### Contract Descriptions cont.

---

#### Requirements Contracts

- ◆ Provides for filling all actual purchase requirements of designated government activities for specific supplies or services during a specific contract period, with deliveries to be scheduled by placing orders with the contractor.
- ◆ For the information of offerors and contractors, the contracting officer shall state a realistic estimated total quantity in the solicitation and resulting contract. This estimate is not a representation to an offeror or contractor that the estimated quantity will be required or ordered. Funds are obligated by delivery order, not by the contract itself.



## Section 2: Indefinite Delivery Contracts

---

### Advantages



- ☀ You can perform a broad range of work, including unanticipated work, with contractor.
- ☀ Allows for flexibility in ordering work to correspond to variations in weather, visitation, flood control, or other unforeseen conditions.
- ☀ It authorizes ordering authority in the field.
- ☀ Cost effective for larger labor intensive jobs (such as drift removal).
- ☀ Does not require obligating large quantity of funds up front.

### Disadvantages



- ☞ More administration needed, including inspection documentation and accounting for each delivery order.
- ☞ Greater COR liability.
- ☞ Difficult to accomplish very small jobs.
- ☞ Requires government to provide materials/supplies and coordinate dispersing to contractor.
- ☞ Flexibility may make this type contract a target for budget cuts.
- ☞ Obligated to contractor for all work that is within scope of the contract (requirements type).



## Section 2: Indefinite Delivery Contracts

---

### Determining Factors

---

- ☑ Estimated value of the contract.
- ☑ The nature and complexity of the item or services required.
- ☑ The period of contract performance and the quality of work required under the acquisition.
- ☑ The difficulty of estimating the government's requirements.
- ☑ The degree of risk involved for the contractor.
- ☑ The administrative costs to both parties generated by various contract types.

### Project Input

---

#### Performance Work Statement

- Bid schedule
- General specifications for negotiated work
- Specific specifications for fixed price items

#### Quality Assurance Surveillance Plan

- Included with solicitation if random sampling is used

#### Major Contract Provisions

- Bonds
- Option years
- Competitive negotiations



## Section 2: Indefinite Delivery Contracts

---

### Project Input, cont.

---

#### Special Provisions

- Site visits
- Safety plans
- Deduction Schedule

#### Appendices

- Tables and charts
- Maps
- Schedules
- GFI Available

### Administration

---

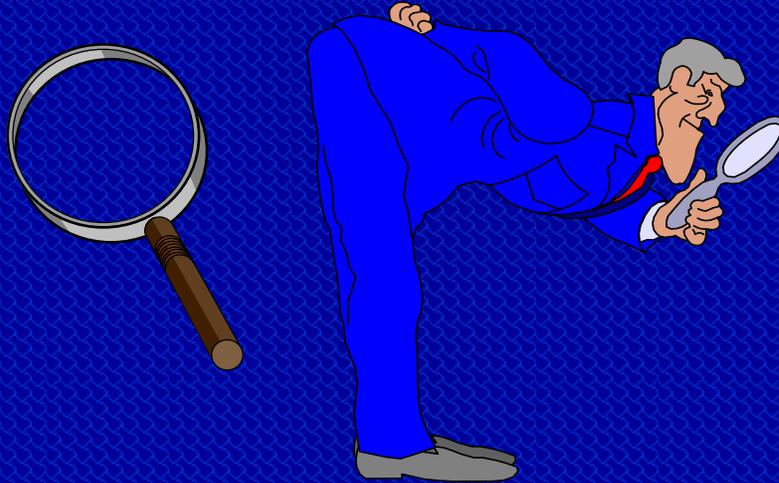
#### Four Ways to Obtain Services

1. D/O for Fixed Price Items
2. D/O for Negotiated Work
3. D/O for Estimated Work
4. Emergency Work



# Section 2: Indefinite Delivery Contracts

## Fine Print ??????



PURCHASER REQUEST AND COMMITMENT				PURCHASE INSTRUMENT NO.		REQUISITION NO.		DATE		PAGE	
For use of this form, see AR 37-1; the proponent agency is Hq Dept. ARMY						W84XDU1779545		26-JUN-97		0001	
TO: Purchasing and Contracting Officer				THRU: EAST KY AREA OPC,LK CUMBERLAND		FROM: EAST KY AREA OPC,LK CUMBERLAND					
It is requested that the supplies and services enumerated below or on attached list be:											
PURCHASED FOR EAST KY AREA OPC,LK CUMBERLAND				DELIVERED TO SEE LINE ITEM BELOW				NOT LATER THAN (DATE) SEE LINE ITEM BELOW			
The supplies and services listed below cannot be secured through normal channels or other Army supply sources in the immediate vicinity, and their procurement will not violate existing regulations pertaining to local purchases for stock, therefore, local procurement is necessary for the following reason: (Check appropriate box and complete item)						NAME OF PERSON TO CALL FOR ADDITIONAL INFORMATION			TELEPHONE NUMBER		
LOCAL PURCHASES AUTHORIZED AS THE NORMAL MEANS OF SUPPLY FOR THE FOREGOING BY						REQUISITIONING DISCLOSES NONAVAILABILITY OF ITEMS AND LOCAL PURCHASE IS AUTHORIZED BY			Fund Certification		
EMERGENCY SITUATION PRECLUDES USE OF REQUISITION CHANNELS FOR SECURING ITEM						ACCOUNTING CLASSIFICATION AND AMOUNT					
ESTIMATED											
ITEM	DESCRIPTION OF SUPPLY OR SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	SEE LINE ITEM BELOW					
0001	CLEANING & MAINTEN. PARK ATTD., WASHNTR ANAL, OP OP HILL SPGS. HILL, & MOW REC ARDGE.	0	LS	0.000	\$59,682.25	773,105.25					
DEL DATE	31-JUL-97	96 NA X 3123.0000	H3 97 08 2438	020140	96403 2540 A00045	TYPED NAME AND TITLE OF CERTIFYING OFFICER		SIGNATURE		DATE	
SHIP TO	WINFRED CLARK	JANIT & MOWING @ RRS & SERVICE BASK.		0	LS	2,000	TERESA WILHITE		/S/TERESA D WILHITE		26-JUN-97
DEL DATE	31-JUL-97	95 NA X 3123.0000	H3 97 08 2438	020140	96403 2540 A00045	DISCOUNT TERMS					
SHIP TO	WINFRED CLARK	MOW WCD BANDOM FILL		0	LS	5,000	PURCHASE ORDER NUMBER		96403 2540 A00045		
DEL DATE	31-JUL-97	96 NA X 3123.0000	H3 97 08 2438	020140	96403 2540 A00045	DELIVERY REQUIREMENTS					
THE FOREGOING ITEMS ARE REQUIRED NOT LATER THAN AS INDICATED ABOVE FOR THE FOLLOWING PURPOSE (DD FORM 295-D-0011, D.G. 2433)						ARE MORE THAN 7 DAYS REQUIRED TO INSPECT AND ACCEPT THE REQUESTED GOODS OR SERVICES YES ___ NO ___ IF YES, NUMBER OF DAYS REQUIRED					
TYPED NAME AND GRADE OF INITIATING OFFICER				SIGNATURE		DATE		TYPED NAME AND GRADE OF APPROVING OFFICER OR DESIGNEE		DATE	
WINFRED CLARK				/S/WINFRED CLARK		26-JUN-97		DEBRA GROGHAN		/S/DEBRA GROGHAN	
TELEPHONE NO.				SIGNATURE		DATE		DEBRA GROGHAN		/S/DEBRA GROGHAN	
TYPED NAME AND GRADE OF SUPPLY OFFICER				SIGNATURE		DATE		DEBRA GROGHAN		/S/DEBRA GROGHAN	
DEBRA GROGHAN				BUDGET ANALYST		26-JUN-97		DEBRA GROGHAN		/S/DEBRA GROGHAN	
DA FORM 3953, MAR 91											



# Section 2: Indefinite Delivery Contracts

*WOL/R*

**ORDER FOR SUPPLIES OR SERVICES**  
(Contractor must submit four copies of invoice.)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.**  
**SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.**

1. CONTRACT/PURCH ORDER NO. DACW62-95-D-0011  
2. DELIVERY ORDER NO. WOL/R-0433  
3. DATE OF ORDER 9711/01  
4. REQUEST/PURCH REQUEST NO. COR-WOL-4026-0433  
5. PRIORITY

6. ORDER BY DEPARTMENT OF THE ARMY, NASHVILLE DIST., CORPS OF ENGINEERS, P.O. BOX 1070, NASHVILLE, TN 37200-1070  
7. COMMITTED BY OR OTHER YEAR BY CEORN-CO-E  
8. DELIVERY FOR  DRY  OTHER  DELIVERY #

9. CONTRACTOR TARTER CONTRACTING, INC., 1503 CAMPGROUND ROAD, CELINA, TN 38551  
10. DELIVER TO FOR POINT BY/DATE (FURNISH) 9710/21  
11. MAIL ROOM  MAIL ROOM  WOMEN/DOWNE

12. ESCROW TERM 1/2%, 15 DAYS  
13. MAIL INVOICES TO

14. SHIP TO DEPARTMENT OF THE ARMY, NASHVILLE DIST., CORPS OF ENGINEERS, LAKE CUMBERLAND PROJECT, SOMERSET, KY 42501-6016  
15. PAYMENT WILL BE MADE BY DISBURSING OFFICER, ATTN: RM-FH-N, P O BOX 5119, CINCINNATI, OH 45201-5719, TEL. NO. 513/684-3298  
16. MAIN BILL PACKAGE AND PACKAGE DETERMINATION CONTRACT OR ORDER NUMBER

18. DELIVERY TYPE PURCHASED  This delivery order is based on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.  ACCEPTANCE - THE CONTRACTOR HEREBY ACCEPTS THE ORDER REPRESENTED BY THE QUANTITIES ORDERED IF IT MAY PREVIOUSLY HAVE BEEN ON OR NOW MODIFIED SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO FULFILL THE SAME.

NAME OF CONTRACTOR: TARTER CONTRACTING, INC. SIGNATURE: [Signature] TYPED NAME AND TITLE: [Name and Title] DATE ORDERED: [Date]

9563125 896-403 PR&C W88X0017175945  
ORDERING WORK ITEM - 001V3N: FUNDED WORK ITEM - A00045 - \$68,905.25  
ORDERING WORK ITEM - 001V3L: FUNDED WORK ITEM - A00045 - \$4,200.00

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY ORDERED	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>WORK CAT/LEM 60610 (PR&amp;C LINE #1)</b>				
0088	Restrooms (Heavy Cleaning)	199	EA	\$12.00	\$2,388.00
0089	Restrooms (Light Cleaning)	204	EA	\$6.00	\$1,224.00
0090	Washhouses (Heavy Cleaning)	199	EA	\$12.00	\$2,388.00
0091	Washhouses (Light Cleaning)	204	EA	\$6.00	\$1,224.00
0092	Shelters	203	EA	\$10.00	\$2,030.00
0093	Picnic Sites	2,030	EA	\$0.70	\$1,421.00
0094	Campsites	5,533	EA	\$0.80	\$4,426.40
0095	Trash Rec.	3,554	EA	\$0.60	\$2,132.40
				<b>25. TOTAL</b>	<b>\$73,105.25</b>

26. QUANTITY IN COLUMN 20 HAS BEEN:  INSPECTED  RECEIVED  ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

27. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE: [Signature] DATE: [Date]

28. CONTRACTING OFFICER: [Signature] 29. INITIALS: [Initials]

30. DIFFERENCES: [ ] 31. PAYMENT:  PARTIAL  COMPLETE  TOTAL

32. PAID BY: [ ] 33. AMOUNT VERIFIED CORRECT FOR: [ ]

34. CHECK NUMBER: [ ] 35. BILL OF LADING NO.: [ ]

36. RECEIVED AT: [ ] 37. DATE RECEIVED: [ ] 38. DATE RECEIVED (FURNISH): [ ] 39. TOTAL CONTAINERS: [ ] 40. S/R ACCOUNT NUMBER: [ ] 41. S/R VOUCHER NO.: [ ]

DD FORM 1155, APR 93

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED: DACW62-95-D-0011; WOL/R-0433  
PAGE: 4 of 4

NAME OF OFFEROR OR CONTRACTOR: TARTER CONTRACTING, INC., 1503 CAMPGROUND RD., CELINA, TN 38551

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>WORK CAT/LEM 60130 (PR&amp;C LINE ITEM #6)</b>				
0047	Pest control	1	MO	175.00	175.00
				<b>SUBTOTAL</b>	<b>\$175.00</b>
				<b>GRAND TOTAL</b>	<b>\$73,105.25</b>

LEVELS:

LEVEL I: Kendall  
Walsboro  
W. Parking  
WCD Overlook  
Balcomb's Landing  
E. Parking  
Lakeview  
Fishing Creek  
Cumberland Point  
76 Falls  
Mill Springs

LEVEL II: Fall Creek

ALL OTHER AREAS ARE LEVEL III

2-10

OPTIONAL FORM 336 (4-86)  
Revised by GSA  
FPMR (48 CFR) 101-11.6  
USAPFC V1.00



# Section 2: Indefinite Delivery Contracts

## Administration, cont.

### Steps to Obtain Negotiated Work

- Determine if work is within scope of contract
- Develop Statement of Work
- Develop government estimate
- Contractor independently develops proposal and estimate
- Negotiate if necessary
- Prepare Record of Negotiations
- Issue DD Form 1155

### Scope and Specifications Tree Removal at Various Locations Center Hill Lake

#### Scope of Work

The general scope of work shall consist of furnishing all labor and equipment to remove and dispose of approximately 60 dead and/or hazardous trees from various recreation areas and operational areas, such as near the Resource Manager's Office and Center Hill Dam and Poweplant. The trees, which range in size from 10" to 20" in base diameter, are marked with orange flagging. The trees shall be cut flush at ground level so that vehicles, lawnmowers, etc. can pass safely over them in the future. The trees shall be disposed of at locations approved by the government's representative.

#### Location

Trees to be cut and removed are located adjacent to the Resource Manager's Office and Center Hill Dam, along the Powerplant entrance road, and in Johnson's Chapel Recreation Area, Floating Mill Campground, Ragland Bottom Campground, and Hurricane Bridge Recreation Area.

#### Ground Disturbance

Ground disturbed during work shall be repaired to the satisfaction of the government. Disturbed areas include cuts, fills, and construction traffic areas. The final grade of these areas shall be constant with no dips, holes, or trenches and shall not change or impair draining patterns.

#### Cleanup

All equipment, materials, and supplies shall be kept neat and orderly while on site during the work period and all items must be completely removed from the site before final payment is made.

#### Unfavorable Weather Conditions

The government reserves the right to temporarily delay work when the soil is too wet. The date of completion shall be automatically extended to compensate for lost time due to weather delays.

#### Vehicle Use

The contractor shall not drive off authorized roadways at any time without approval of the Contracting Officer's Representative. The contractor is responsible for repairing any damages that result to public property from driving off authorized roadways.

#### Final Inspection

The Contracting Officer's Representative shall inspect and approve the work before the job is determined to be complete and final payment made.

#### Safety

All work shall be performed in accordance with safety requirements set forth in the Corps of Engineers Manual, EM385-1-1, entitled "Safety and Health Requirements Manual", Revised 03 November 2003. Any equipment not conforming to the safety manual shall be removed from Government property immediately. Work areas shall be clearly marked and taped off to keep the general public a safe distance away from potential hazards. At the end of each day, the contractor shall ensure that the work areas are free of any safety hazards. Additional care shall be taken to eliminate all safety hazards before leaving the area when it is to be left unattended during non-work days. Failure to comply with safety regulations shall be grounds for an immediate work stoppage. The contractor shall be required to submit an activity hazard analysis for approval



# Section 2: Indefinite Delivery Contracts

DELIVERY ORDER COST ESTIMATE					
Contract No.: DAW 62-XX-X-XXXX		D.O. Cost Est. No.: 22		Date: 7-9-08	
1. WORK DESCRIPTION – Tree removal from various locations around Center Hill Lake. Work to be performed in accordance with attached specifications.					
(Attach add'l plans, specs., or other info. as necessary)					
2. COST ESTIMATE- Submitted by: Government ( X ) or Contractor ( ) Contr. Sect. No.:					
Item No.	Services	Quantity	Unit	Unit Price	Amount
1006	Laborer, Grounds Maintenance	90	Hr.	19.36	1,742.40
1011	Backhoe/Loader	40	Hr.	40.18	1,607.20
1013	Chainsaw, gas	80	Hr.	21.36	1,708.80
1014	Loader (Bobcat)	20	Hr.	30.18	603.60
1015	Truck, Dump	32	Hr.	45.18	1,445.76
1016	Truck, pick-up, ½ ton	44	Hr.	30.86	1,357.84
					Total : \$8,465.60
3. GOVERNMENT FURNISHED ITEMS (GFI) REQUIRED –					
Description	Unit	Quantity	Description	Unit	Quantity
N/A					
PREPARED BY: <u>          Tony Crow, Facility Manager          </u> <u>          7-9-08          </u>					
(Signature & Title) (Date)					
APPROVED BY: <u>          Tim Dunn, Resource Manager          </u> <u>          7-9-08          </u>					
(Signature & Title) (Date)					
REMARKS –					

DELIVERY ORDER COST ESTIMATE					
Contract No.: DACW-62-XX-X-XXXX		D.O. Cost Est. No.: 22		Date: 7-09-08	
1. WORK DESCRIPTION – Tree removal from various locations around Center Hill Lake. Work to be performed in accordance with attached specifications.					
(Attach add'l plans, specs., or other info. as necessary)					
2. COST ESTIMATE- Submitted by: Government ( ) or Contractor ( X ) Contr. Sect. No.:					
Item No.	Services	Quantity	Unit	Unit Price	Amount
1006	Laborer, Grounds Maintenance	80	Hr.	19.36	1,548.80
1011	Backhoe/Loader	80	Hr.	40.18	3,214.40
1013	Chainsaw, gas	80	Hr.	21.36	1,708.80
1015	Truck, Dump	26	Hr.	45.18	1,174.68
1016	Truck, pick-up, ½ ton	40	Hr.	30.86	1,234.40
					Total: \$8,881.08
3. GOVERNMENT FURNISHED ITEMS (GFI) REQUIRED –					
Description	Unit	Quantity	Description	Unit	Quantity
N/A					
PREPARED BY: <u>          John Doe, Superintendent          </u> <u>          7-9-08          </u>					
(Signature & Title) (Date)					
APPROVED BY: _____					
(Signature & Title) (Date)					
REMARKS –					



# Section 2: Indefinite Delivery Contracts

RECORD OF NEGOTIATIONS					
Contr. No: DACW62-XX-X-XXXX Cost Est. No: 22 Date: 7-10-08 Time: 2:15 p.m.					
Government Representatives:			Contractor Representatives:		
_____ Tony Crow			_____ John Doe		
_____ 			_____ 		
_____ 			_____ 		
<p>REMARKS: On 10 July 2008, discussions were held to review the planned removal of trees from various locations around Center Hill Lake and to negotiate a price for completing the work. The government was represented by Tony Crow and the contractor was represented by John Doe.</p> <p>Government estimated use of a bobcat for 20 hours. However, contractor indicated that a bobcat would not be sufficient and that a backhoe would be required to safely complete the work. The government agreed to eliminate the bobcat from the estimate and to increase the backhoe from 40 to 60 hours. The line items and hours listed below were determined to be reasonable and were agreed to by both parties.</p> <p>The contractor was informed that the delivery order would probably be issued on 14 July 2008.</p>					
(Attach additional sheets if necessary)					
NEGOTIATED COST ESTIMATE					
Item No.	Services	Quantity	Unit	Unit Price	Amount
1006	Laborer, Grounds Maintenance	85	Hr.	19.36	1,645.60
1011	Backhoe/Loader	60	Hr.	40.18	2,410.80
1013	Chainsaw, gas	80	Hr.	21.36	1,708.80
1015	Truck, Dump	30	Hr.	45.18	1,355.40
1016	Truck, pick-up, 1/2 ton	44	Hr.	30.86	1,357.84
					Total: \$ 8,478.44
CONTRACTOR'S REPRESENTATIVE:			_____ John Doe		7/10/08
			(Signature)		(Date)
GOVERNMENT'S REPRESENTATIVE:			_____ Tony Crow		7/10/08
			(Signature)		(Date)
APPROVED BY COR:			_____ Tim Dunn		7/10/08
			(Signature)		(Date)

PROPERTY LOAN RECEIPT						MEMORANDUM	
(For Loan of Government Property)						X MARK RETURNED	
TO: D.C. CONTRACTING CO., INC. Route 2, Box 11844 Grand Rivers, KY 42045 Contract # - DACW62-93-D-0022 Delivery Order # 176			FROM: (Location and name of responsible employee) Resource Manager, Lake Barkley P.O. Box 218 Grand Rivers, KY 42045-0218 ACCOUNT NUMBER				
SHIPPED VIA (Carrier name and A/L number, if any, or method of transport) Delivered by government personnel to work site.						DATE SHIPPED 6/10/93	
ARTICLES	QUANTITY	UNIT	UNIT PRICE	TOTAL VALUE	REMARKS		
8" sch 80 tee	3	ea	50.53	151.59			
4" x 20' sch 80 pipe	7	ea	3.13	438.20			
4"x4" sch 80 90 elbow	1	ea	6.92	6.92			
4" gaskets	4	ea	2.34	9.36			
3" gaskets	12	ea	1.83	21.96			
4"x5' joint sch 80	1	ea	20.41	20.41			
4" sv ci tee	1	ea	11.07	11.07			
4" sv cleanout w/3-5 brass plug	1	ea	7.32	7.32			
3" xv ci 1/4 bend	1	ea	7.84	7.84			
3" x 5' sh sv ci pipe	30	ft	15.68	94.08			
4 x 3" pvc red couplings	4	ea	3.74	15.04			
Len. 3" x 20' pvc dmv pipe	20	ft	.84	17.20			
8" x 20' pvc sch 40 pipe	100	ft	3.72	372.00			
4" slip sch 80 pvc tee	3	ea	9.83	29.49			
pvc cement	1	qt	7.98	7.98			
pvc primer	1	pt	4.47	4.47			
CONDITION OF LOAN Materials for repair to roof drain system on Barkley Lock Building.							
LOANED BY: (Signature of responsible employee, and date) <i>Deana Harding</i> 6/10/93			ACCOUNTING CLASSIFICATION (Appropriation, project, cost account, and account)				
RECEIVED BY: (Signature, title and date) Receipt of Government Property Identified above is acknowledged <i>Brad Morgan, Sgt.</i> 6/10/93			APPROVED (Signature of Accountable Property Officer) FOR THE DISTRICT/DIVISION ENGINEER				
RECEIPT NO.							



# Section 2: Indefinite Delivery Contracts

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES												
3. AMENDMENT/MODIFICATION NO. POOL: to BAR/R-131	4. EFFECTIVE DATE 2/14/93	5. REQUISITION/PURCHASE REG. NO.	6. PROJECT NO. (if applicable)												
7. ISSUED BY DEPARTMENT OF THE ARMY NASHVILLE DISTRICT, CORPS OF ENGINEERS PO BOX 1070, NASHVILLE, TN 37202-1070	8. CODE	9. ADMINISTERED BY (if other than item 7)	10. CODE												
11. NAME AND ADDRESS OF CONTRACTOR (inc., street, county, state and ZIP Code) D.C. CONTRACTING CO., INC. Route 2, Box 118AA Grand Rivers, KY 42045		12. AMENDMENT OF SOLICITATION NO. 13. DATED (SEE ITEM 7)													
14. MODIFICATION OF CONTRACT/ORDER NO. DACW62-93-D-0022 Delivery Order # BAR/R-131		15. DATED (SEE ITEM 7)													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input 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 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 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted on or by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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. RECORDING AND INSPECTION DATA (if required) 96x123 OAM CC BAR 20 8240 0000 (OC) (0250)															
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<input type="checkbox"/> A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES BY FORCE OF ITEM 14 ARE MADE IN THE CONTRACT. <input checked="" type="checkbox"/> Clause 68, Changes - Fixed Price (Apr. 1988)															
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS AMENDED TO REFLECT THE ADDITIVE CHANGES (such as changes in paying office, administrative data, etc.) LISTED IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 63.18300.															
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:															
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)															
E. IMPORTANT: Contractor <input checked="" 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 (Approved by: 10CFR section 101.16, including solicitation contract reflect matter where Applicable) <b>REQUIREMENTS CONTRACT - LAKE BARKLEY</b> <b>MODIFICATION - Add additional miles of Boundary Line Marking</b>															
<b>AMOUNT OF THIS MODIFICATION:</b> <table border="1"> <thead> <tr> <th>Item</th> <th>Service</th> <th>Qty</th> <th>Unit</th> <th>Unit Price</th> <th>Est. Total</th> </tr> </thead> <tbody> <tr> <td>018</td> <td>Mark and Paint Boundary Line</td> <td>5</td> <td>Mi</td> <td>\$360.00</td> <td>\$1,800.00</td> </tr> </tbody> </table>				Item	Service	Qty	Unit	Unit Price	Est. Total	018	Mark and Paint Boundary Line	5	Mi	\$360.00	\$1,800.00
Item	Service	Qty	Unit	Unit Price	Est. Total										
018	Mark and Paint Boundary Line	5	Mi	\$360.00	\$1,800.00										
<b>FINAL DELIVERY ORDER AMOUNT - \$10,800.00</b>															
15. (As provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.)															
16A. NAME AND TITLE OF SIGNER (Type or print)		16B. NAME AND TITLE OF AUTHORIZING OFFICER (Type or print)													
17B. CONTRACTOR/OFFEROR		17C. DATE SIGNED													
17D. SIGNATURE OF CONTRACTOR/OFFEROR		17E. DATE SIGNED													
17F. SIGNATURE OF CONTRACTING OFFICER		17G. DATE SIGNED													
PREVIOUS EDITION UNUSABLE		2-22													
		STANDARD FORM 30 (REV. 10-83) PAGE 1 OF 1 PART OF CP-155, 4-7													

## Administration, cont.

### TP-1.15 Emergency Work

- Emergency work is any work required to correct problems caused by failures or deficiencies to project facilities and property which constitute an immediate danger or health hazard or a threat to property.
- The contractor shall have qualified personnel available on call, 24 hours per day, 7 days per week for emergency work.
- The name(s), address(es) and phone number(s) of the person(s) to be contacted in case of an emergency shall be submitted to the COR prior to commencement of this contract.
- This person(s) shall have the authority to act on behalf of the contractor to perform the necessary emergency work without delay.



## Section 2: Indefinite Delivery Contracts

---

### Administration, cont.

---

- Emergency work will be initiated by notice (phone call or other means) from the COR or a designated representative and the contractor shall initiate corrective action immediately.
- The contractor shall notify the COR immediately of any emergency work which cannot be corrected within a 24-hour period.
- When emergency situations are recognized by the contractor or contractor personnel, the COR shall be contacted immediately and prior to initiating action except to preserve life or avoid injury. In such cases the contractor shall perform remedial work to temporarily correct the situation and shall advise the COR of the problem within 24 hours.

### Administration, cont.

---

#### Receiving and Payment

- DD Form 1155
- Invoice
- Deductions
- Receiving Report (CEFMS)
- Transmittal
- Payment



## Section 2: Indefinite Delivery Contracts

---

### Administration, cont.

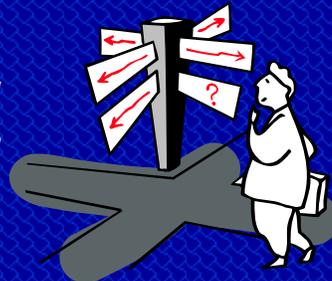
---

COR  
Facility Manager  
Park Contract Representative  
Inspector  
Administrative Assistant  
Supply Technician

### Making It Work

---

- Use more defined line items, e.g...cost per linear foot of curbing rather than cost per hour of curbing machine.
- Re-use previously negotiated items.
- Perform non-routine task in house within capabilities.
- Use separate contract or small purchase methods for non-routine items.



# Section 2: Indefinite Delivery Contracts

## Easiest Contract in the World

- Paving requirements contract.

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	ESTIMATED AMOUNT
INITIAL YEAR					
SCHEDULE A (WORK IN KENTUCKY)					
Marshall, Livingston, and Lyon Counties, KY					
0001	Dense Graded Aggregate	500	ton		
0002	Bituminous Tack Coat	100	gal		
0003	Bituminous Prime Coat	600	gal		
0004	Bituminous Concrete Surface, Class 1	1500	ton		
0005	Reshaping and Compaction	7000	sy		
Trigg County, Ky					
0006	Dense Graded Aggregate	600	ton		
0007	Bituminous Tack Coat	300	gal		
0008	Bituminous Prime Coat	600	gal		
0009	Bituminous Concrete Surface, Class 1	800	ton		
0010	Reshaping and Compaction	2000	sy		
TOTAL ESTIMATED AMOUNT *SCHEDULE A					
INITIAL YEAR-----					
SCHEDULE B (WORK IN TENNESSEE)					
Stewart and Montgomery Counties, TN					
0011	Mineral Aggregate, Type A Base, Grading D	600	ton		
0012	Bituminous Material for Tack Coat	400	gal		
0013	Bituminous Material for Prime Coat	800	gal		



# Section 2: Indefinite Delivery Contracts

## SECTION 2A

### PAVING AND RESURFACING-KENTUCKY

1. **SCOPE.** The Contractor shall furnish all necessary, personnel, materials, supplies, tools, equipment, transportation, and vehicles, required to pave and/or resurface selected roads and parking areas on Lake Barkley. Site locations may include areas in Marshall, Lyon, Trigg, and Livingston Counties, Kentucky.

2. **APPLICABLE PUBLICATIONS.** All materials, equipment, and workmanship shall be in accordance with the applicable portions of the Kentucky Department of Transportation, Bureau of Highways Publication entitled, "Standard Specifications for Road and Bridge Construction," 1991 edition, except as otherwise specified and hereinafter referred to as "Standard Specifications." Copies of the highway specifications thereto may be obtained from the Kentucky Department of Transportation, Division of Management Services, State Office Building, Frankfort, Kentucky 40601. In the Standard Specifications change the words as listed below and substitute the words indicated:

State	to	Government
Department	to	Corps of Engineers
Commissioner	to	Contracting Officer
Engineer	to	Contracting Officer

REFERENCES TO SECTION AND SUBSECTION  
NUMBERS WILL BE TO THE STANDARD  
SPECIFICATIONS

### 3. MATERIALS.

#### 3.1 Aggregates.

3.1.1 Aggregate for Base and Shoulders shall be dense graded aggregate (DGA) material conforming to Subsection 805.04.03.

3.1.2 Coarse Aggregate for Bituminous Concrete Surface shall be in accordance with Subsection 805.04.02.

#### 3.2 Bituminous Materials.

3.2.1 Prime Coat. RT-2 in accordance with Subsection 806.10 or cutback asphalt emulsion Primer 1 in accordance with Subsection 806.08.

3.2.2 Tack Coat. Emulsified asphalt, SS-1h, in accordance with Subsection 806.07 or liquid asphalt, RC-70, in accordance with Subsection 806.09.

3.2.3 Asphalt Cement. Viscosity Grade AC-20 in accordance with Subsection 806.06.

### 4. CONSTRUCTION.

4.1. Dense Graded Aggregate Base and Shoulders. Placement and Compaction of DGA material shall be in accordance with Section 303. Construction of shoulders where required shall be in accordance with Section 209.

4.2. Bituminous Prime and Tack Coat. Application shall be in accordance with Section 407. Prime Coat shall be applied at the rate of 0.25 - 0.45 gallon per square yard. Tack coat shall be applied at the rate of 0.1 gallon per square yard.

4.3. Bituminous Concrete Surface Class 1. Material shall be furnished and constructed in accordance with Section 402. The Contractor shall submit a job mix formula for approval.

4.4. Reshaping and Compaction of Existing Road and Parking Area. Subgrades shall be established or repaired at the locations designated by the Contracting Officer and in accordance with Subsection 208.05.

### 5. PAYMENT.

5.1. Dense Graded Aggregate Base and Shoulders. Payment will be made at the contract unit price per ton for "Dense Graded Aggregate."

5.2. Bituminous Tack Coat. Payment will be made at the contract unit price per gallon for "Bituminous Tack Coat."

5.3. Bituminous Prime Coat. Payment will be made at the contract unit price per gallon for "Bituminous Prime Coat."

5.4. Bituminous Concrete Surface Class I. Payment will be made at the contract unit price per ton for "Bituminous Concrete Surface Class I."

5.5. Reshaping and Compaction of Existing Road and Parking Area. Payment will be made at the contract unit price per square yard for "Reshaping and Compaction."

\* \* \* \* \*



## Section 2: Indefinite Delivery Contracts

---

### Review

---

1. List the main advantages of an indefinite delivery contract.
2. List the main disadvantages of an indefinite delivery contract.
3. How do you initiate work under an indefinite delivery contract - fixed price vs. hourly rates?
4. How are emergencies handled?
5. How and when are funds authorized?

