

# Section 8: Indefinite Delivery Contracts

## Indefinite Delivery / Requirements Contracts

Tim Dunn, Operations Project Manager  
Nashville District

Mike Looney, Natural Resources Program  
Manager  
Lake Barkley, Nashville District



US Army Corps of Engineers  
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## Course Objectives

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



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## Section 8: Indefinite Delivery Contracts

### Contract Description

#### 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.



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### 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.



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## Section 8: Indefinite Delivery Contracts

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### 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.



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### 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.



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### 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



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### Project Input, cont.

#### **Special Provisions**

- Site visits
- Safety plans
- Deduction Schedule

#### **Appendices**

- Tables and charts
- Maps
- Schedules
- GFI Available



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### 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



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### Administration, cont.

#### Steps to Obtain Routine Work

- Determine work required (line items from contract)
- Calculate total cost based upon line item costs for work items required
- Prepare, approve & certify PR&C obligating funds
- Issue DD Form 1155



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# Section 8: Indefinite Delivery Contracts

PURCHASE REQUEST AND COMMITMENT				1. PURCHASE INSTRUMENT NO.		2. REQUESTION NO.		3. DATE	
For use of this form, see AR 37-1; the proponent agency is Hq. Dept ARMY				W3BXDD11812570		W3BXDD11812570		30Jun2011	
4. TO: Purchasing and Contracting Officer				5. THRU: MID-CUMBERLAND AREA OFFICE		6. FROM: MID-CUM AREA OFC, CENTER HILL		Page 1 of 2	
7. PURCHASED FOR: MID-CUM AREA OFC, CENTER HILL				8. DELIVERED TO: SEE LINE ITEM BELOW				9. NOT LATER THAN: SEE LINE ITEM BELOW	
10. NAME OF PERSON TO CALL FOR ADDITIONAL INFORMATION: ANTHONY N CROW				11. TELEPHONE NUMBER: SEE LINE ITEM BELOW					
12. LOCAL PURCHASES AUTHORIZED AS THE NORMAL MEANS OF SUPPLY FOR THE FOREGOING BY				13. REQUESTIONING DISCLOSES NONAVAILABILITY OF ITEMS AND LOCAL PURCHASE IS AUTHORIZED BY				FUND CERTIFICATION: The supplies and services listed on this request are properly chargeable to the following account, the available balances of which are sufficient to cover the cost thereof, and funds have been committed.	
14. ITEM				15. DESCRIPTION OF SUPPLY OR SERVICES		16. QUANTITY		17. UNIT	
0001				D.O. 019 JULY ROUTINE LVL 1. REC AREA CLEANING AND MOWING — Project No.: 111256		HS X 06		2438	
DEL DATE: 31JUN2011				98 NA X 3123.0000		LD6630		96403 2540 LD6630	
SHIP TO: ELEANOR W ERVIN				JANITORIAL AND MOWING FOR RMO, SHOP, TQ — Project No.: 111256		LS		9318583125	
DEL DATE: 31JUN2011				98 NA X 3123.0000		LD6630		96403 2540 LD6630	
SHIP TO: ELEANOR W ERVIN				JANITORIAL AND MOWING FOR RMO, SHOP, TQ — Project No.: 111256		LS		9318583125	
18. ACCOUNTING CLASSIFICATION AND AMOUNT				19. ACCOUNTING CLASSIFICATION AND AMOUNT		20. TYPED NAME AND GRADE OF CERTIFYING OFFICER		21. SIGNATURE	
S&A: \$0.00				S&A: \$0.00		JUDY C SMITH		30Jun2011	
CONTRACT: \$95,855.00				CONTRACT: \$95,855.00		ACCOUNTANT		/electronically signed by/	
OBLIG ADJ: \$0.00				OBLIG ADJ: \$0.00		22. DATE		30Jun2011	
23. DISCOUNT TERMS				24. PURCHASE ORDER NUMBER		25. DELIVERY REQUIREMENTS		26. DELIVERY REQUIREMENTS	
27. TYPED NAME AND GRADE OF INITIATING OFFICER: ELEANOR W ERVIN				28. SIGNATURE: ELEANOR W ERVIN		29. DATE: 30Jun2011		30. SIGNATURE: ANTHONY N CROW	
31. TELEPHONE NUMBER: 9318583125				32. SIGNATURE: /electronically signed by/		33. DATE: 30Jun2011		34. SIGNATURE: ANTHONY N CROW	
35. TYPED NAME AND GRADE OF SUPPLY OFFICER				36. SIGNATURE: /electronically signed by/		37. DATE: 30Jun2011		38. SIGNATURE: ANTHONY N CROW	

DA FORM 3953, MAR 91 EDITION OF AUG 75 IS OBSOLETE USAFPC V2.00

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ORDER FOR SUPPLIES OR SERVICES				PAGE 1 OF 4	
1. CONTRACT PURCH ORDER AGREEMENT NO. W912PS-11-D-0003		2. DELIVERY ORDER CALL NO. 019		3. DATE OF ORDER/DELIVERY 2011JUL01	
4. ORDERED BY: NASHVILLE DISTRICT CORPS OF ENGINEERS		5. ADMINISTERED BY: CENR		6. REQUESTION NO. W3BXDD-1181-2570	
7. CONTRACTOR: TARTER CONTRACTING, INC.		8. FACILITY: 801 BOAT DOCK ROAD		9. BUSINESS BY: 2011JUL31	
10. SHIP TO: RESOURCE MANAGER		11. PAYMENT WILL BE MADE BY: USACE FINANCE CENTER		12. MAIL INVOICES TO THE ADDRESS IN BLOCK 14	
13. DELIVERY: X		14. MAIL INVOICES TO THE ADDRESS IN BLOCK 14		15. MAIL INVOICES TO THE ADDRESS IN BLOCK 14	
16. QUANTITY IN COLUMNS 20 HAS BEEN: INSPECTED		17. QUANTITY IN COLUMNS 20 HAS BEEN: RECEIVED		18. QUANTITY IN COLUMNS 20 HAS BEEN: DISCLOSED	
19. SCHEDULE OF SUPPLIES/SERVICES		20. QUANTITY (UNITS)		21. UNIT PRICE	
0001 Recreation Area Cleaning, Mowing, Beches, Prin Camp		1 LS		81,715.00	
0002 Janitorial and Mowing for RMO, SHOP, TQ		1 LS		11,150.00	
0003 Janitorial services for Center Hill Powerhouse		1 LS		3,000.00	
TOTAL		3 LS		95,865.00	
22. SIGNATURE: ANTHONY N CROW		23. DATE: 30Jun2011		24. SIGNATURE: ANTHONY N CROW	
25. DATE: 30Jun2011		26. DATE: 30Jun2011		27. DATE: 30Jun2011	
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406. DATE: 30Jun2011		407. DATE: 30Jun2011			



## Section 8: Indefinite Delivery Contracts

W912PS-11-D-0003 Delivery Order 119 July 2011, Level I W38XDD-1181-2570					Page 4 of 4
Item #	Description	Quant	Unit	Price	Amount
SECTION 8 - HERBICIDE APPLICATION					
0079	Herbicide Riprap	5.0	Ac.	275.00	1,375.00
				Subtotal Sect - 8	\$1,375.00
SECTION 10 - JANITORIAL SERVICES OF ADMINISTRATIVE & OPERATIONAL AREAS					
0081	Resource Manager's Office	1	Mo.	2,400.00	2,400.00
0082	Maintenance Compound	1	Mo.	2,200.00	2,200.00
0083	Transient Quarters, Routine	6	Ea.	100.00	600.00
0084	Transient Quarters, Monthly	1	Mo.	100.00	100.00
				Subtotal Sect - 10	\$5,300.00
SECTION 11 - BEACH AND PLAYGROUND MAINTENANCE					
0087	Routine Beach Maintenance	12	Ea.	45.00	540.00
0088	Routine Playground Maintenance	24	Ea.	70.00	1,680.00
				Subtotal Sect - 11	\$2,220.00
SECTION 13 - JANITORIAL SERVICES FOR CENTER HILL POWER PLANT					
0093	Center Hill Power Plant	1	Mo.	3,000.00	3,000.00
				Subtotal Sect - 13	\$3,000.00
				<b>GRAND TOTAL</b>	<b>\$95,865.00</b>



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## 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



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# Section 8: Indefinite Delivery Contracts

## 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 Powerplant. 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 prior to start of work.



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## DELIVERY ORDER COST ESTIMATE

Contract No.: DAW 62-XX-X-XXXX D.O. Cost Est. No.: 22 Date: 7-9-11

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: Tony Crow, Facility Manager 7-9-11  
(Signature & Title) (Date)

APPROVED BY: Tim Dunn, Resource Manager 7-9-11  
(Signature & Title) (Date)

REMARKS –




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# Section 8: Indefinite Delivery Contracts

DELIVERY ORDER COST ESTIMATE					
Contract No.: DACW-62-XX-X-XXXX		D.O. Cost Est. No.: 22		Date: 7-09-11	
<b>1. WORK DESCRIPTION</b> – 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)					
<b>2. COST ESTIMATE</b> - Submitted by: Government ( ) or Contractor ( X ) Contr. Sect. No.:					
<u>Item No.</u>	<u>Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
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
<b>3. GOVERNMENT FURNISHED ITEMS (GFI) REQUIRED –</b>					
<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>
N/A					
<b>PREPARED BY:</b> <u>John Doe, Superintendent</u> <u>7-9-11</u> (Signature & Title) (Date)					
<b>APPROVED BY:</b> _____ (Signature & Title) (Date)					
<b>REMARKS –</b>					

  
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RECORD OF NEGOTIATIONS					
Contr. No: DACW62-XX-X-XXXX Cost Est. No: 22 Date: <u>7-10-11</u> Time: <u>2:15 p.m.</u>					
Government Representatives:			Contractor Representatives:		
_____ Tony Crow			_____ John Doe		
_____			_____		
_____			_____		
<b>REMARKS:</b> On 10 July 2011, 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. 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. The contractor was informed that the delivery order would probably be issued on 14 July 2011.					
(Attach additional sheets if necessary)					
<b>NEGOTIATED COST ESTIMATE</b>					
<u>Item No.</u>	<u>Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
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, ½ ton	44	Hr.	30.86	1,357.84
					Total: \$ 8,478.44
<b>CONTRACTOR'S REPRESENTATIVE:</b> <u>John Doe</u> <u>7/10/11</u> (Signature) (Date)					
<b>GOVERNMENT'S REPRESENTATIVE:</b> <u>Tony Crow</u> <u>7/10/11</u> (Signature) (Date)					
<b>APPROVED BY COR:</b> <u>Tim Dunn</u> <u>7/10/11</u> (Signature) (Date)					

  
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<b>AMENDMENT OF SOLICITATION/NO. OF MODIFICATIONS OF CONTRACT</b>				I. CONTRACT TO DATE _____		PAGE _____ OF _____													
3. AMENDMENT/NO. OF MODIFICATIONS NO. P0001 to BAR/1-31		4. EFFECTIVE DATE 2/18/93		5. REQUEST FOR CHANGE REG. NO.		6. PROJECT NO. (If applicable)													
4. ISSUED BY _____ CODE _____		7. ADMINISTERED BY (If other than Item 3) _____ CODE _____																	
DEPARTMENT OF THE ARMY NASHVILLE DISTRICT, CORPS OF ENGINEERS PO BOX 1070, NASHVILLE, TN 37202-1070				COBHM-CO-R COBHM-CO-R-BAR/R															
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP Code) D.C. CONTRACTING CO., INC. Route 2, Box 118AA Grand Rivers, KY 42045				9A. AMENDMENT OF SOLICITATION NO. _____ 9B. DATED (SEE ITEM 11) _____ 10A. MODIFICATION OF CONTRACT/ORDER NO. DACW62-93-D-0022 Delivery Order # BAR/H-131 10B. DATED (SEE ITEM 11) _____															
CODE _____ FACILITY CODE _____																			
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 15, and returning _____ states 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 contains 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. RECOMMENDING AND DISAPPROVING (SEE ITEM 15)																			
96X3123 OAM CC BAR 20 BAR20 0000 (0C) (0250) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IF IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																			
14. THE CHANGE ORDER IS ENTERED FORSAKING THE "BANKY" EXCLUDING THE CHANGES SET FORTH IN ITEM 14. IT ARE MADE IN THE COM" X Clause 68. Changes - Fixed Price (Apr-1984) B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offer expiration date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.133(a). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO FORSAKING TO AUTHORITY OF: 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. 15. DESCRIPTION OF AMENDMENT/NO. OF MODIFICATIONS (Proposed to US Army Regulation, including modification that request matter shall follow ARM/RM/7 REQUIREMENTS CONTRACT - LAKE BARKLEY MODIFICATION - Add additional miles of Boundary Line Marking																			
AMOUNT OF THIS MODIFICATION: <table border="1" style="width: 100%; border-collapse: collapse;"> <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>0118</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> FINAL DELIVERY ORDER AMOUNT - \$10,800.00								Item	Service	Qty	Unit	Unit Price	Est. Total	0118	Mark and Paint Boundary Line	5	Mi	\$360.00	\$1,800.00
Item	Service	Qty	Unit	Unit Price	Est. Total														
0118	Mark and Paint Boundary Line	5	Mi	\$360.00	\$1,800.00														
E except as provided herein, all terms and conditions of the documents referenced in Item 5B or 5C, as herebefore changed, remain unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA 15E. DATE SIGNED																			
(Signature of Person authorized to sign)		BY _____		(Signature of Contracting Officer)															

## Section 8: Indefinite Delivery Contracts

### Administration, cont.

#### 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.
- **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.



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### Administration, cont.

#### Emergency Work (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.



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## Section 8: Indefinite Delivery Contracts

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### Administration, cont.

#### Receiving and Payment

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



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### Administration, cont.

Resource Manager (COR or Alternate)

Facility Manager (COR or alternate)

Park Contract Representative

Inspector

Clerk / CE Tech



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## Section 8: Indefinite Delivery Contracts

### 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.



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### Easiest Contract in the World



Paving Requirements Contract.




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# Section 8: Indefinite Delivery Contracts

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	2000	sy		
TOTAL ESTIMATED AMOUNT - SCHEDULE A					
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		



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SECTION 2A		
PAVING AND RESURFACING-KENTUCKY		
<p>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.</p>		
<p>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:</p>		
State	to	Government
Department	to	Corps of Engineers
Commissioner	to	Contracting Officer
Engineer	to	Contracting Officer
<p>3.1.2 Coarse Aggregate for Bituminous Concrete Surface shall be in accordance with Subsection 805.04.02.</p>		
<p>3.2 Bituminous Materials.</p>		
<p>3.2.1 Prime Coat. RT-2 in accordance with Subsection 806.10 or cutback asphalt emulsion Primer L in accordance with Subsection 806.08.</p>		
<p>3.2.2 Tack Coat. Emulsified asphalt, SS-1b, in accordance with Subsection 806.07 or liquid asphalt, RC-70, in accordance with Subsection 806.09.</p>		
<p>3.2.3 Asphalt Cement. Viscosity Grade AC-20 in accordance with Subsection 806.06.</p>		



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## Section 8: Indefinite Delivery Contracts

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.

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."

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### Review

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



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## Section 8: Indefinite Delivery Contracts

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