

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	14
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 24-Dec-2002	4. REQUISITION/PURCHASE REQ. NO. W22W9K-2317-5602		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, LOUISVILLE ATTN: CELRL-CT 600 DR. MARTIN LUTHER KING PLACE ROOM 821 LOUISVILLE KY 40202		CODE DACW27	7. ADMINISTERED BY (If other than item 6) PROCUREMENT BRANCH ATTN: LISA M. FRAZIER P. O. BOX 59 LOUISVILLE KY 40201-0059		CODE DACA27	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACW27-03-T-0007	
				X	9B. DATED (SEE ITEM 11) 05-Dec-2002	
					10A. MOD. 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 Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer 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>1</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 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. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
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.) Request for Quotation No. DACW27-03-T-0007 for an Indefinite Delivery/Indefinite Quantity Contract for Quality and Material Testing Laboratory Services for the McAlpine Resident Office (Primarily for the Lock Replacement Project), Louisville, Kentucky, is hereby amended as follows:  SEE CONTINUATION						
Except as provided herein, all terms and conditions of the document referenced in Item 9A 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)			
			TEL:		EMAIL:	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		24-Dec-2002	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. The minutes of the Pre-Quote Conference held on 17 December 2002 are hereby attached and made a part hereof.
2. The attendance sign-in sheet for the Pre-Quote Conference held on 17 December 2002 is hereby attached and made a part hereof.
3. Section B, BID SCHEDULE, is hereby deleted in its entirety and replaced with the attached BID SCHEDULE to reflect the changes noted below.
4. Section C, Scope of Work for McAlpine Quality Assurance Services Contract, Paragraph 4-1.5 Quality Assurance Representatives, is hereby amended to Delete the last sentence as follows: "Submittal/Lift Drawing Technician with 2 years experience".
5. Section C, Scope of Work for McAlpine Quality Assurance Services Contract, Paragraph 4-1.4 Roller Compacted Concrete Technicians, is hereby deleted. This requirement has been deleted in all but the second option period. Delete line items 0006, 0022, 0023, 0054, 0055, 0068 and 0069 as indicated on the attached revised BID SCHEDULE. Line Item 0038 is amended to increase the estimated quantity from 1000 hours to 1750 hours. The Roller Compacted Concrete Technicians, when required will be on-site 24 hours/day 6 days/week over a period of approximately 12 weeks.
6. Page 21 of 69 of the Request for Quotation, Exhibit "A", Section I. Experience, Paragraph A, Individual Personnel Experience, is hereby amended to delete "Roller Compacted Concrete Technician" from the first sentence of the paragraph.
7. Section C, Scope of Work for McAlpine Quality Assurance Services Contract, Paragraph 4-1.5 Quality Assurance Representatives, is hereby amended to delete the last sentence as follows: "Submittal/Lift Drawing Technician with 2 years experience". Line Item No's 0010, 0027 and 0043 are hereby deleted as indicated on the attached revised bid schedule.
8. Section C, Scope of Work for McAlpine Quality Assurance Services Contract, Paragraph 1.0 General, is hereby amended to add the following sentence "In addition to QA testing, this contract includes support for QA services to supplement the Government in performing field inspections, shop inspections, and review of construction contractor submittals". The sentence is to be inserted before the last sentence of the paragraph.
9. Section C, Scope of Work for McAlpine Quality Assurance Services Contract, Paragraphs 4-1.2, 4-1.3, 4-1.4 and 4-2, are hereby amended to add the following sentence; "NICET certifications may be substituted for ACI certifications if the QA Contractor can prove the NICET certification meets or exceeds the ACI requirement".
10. Section C, Scope of Work for McAlpine Quality Assurance Services Contract, Paragraph 5-2.1 On Site Testing Laboratory at McAlpine Lock Replacement Project, is hereby amended to add the following; "The attached spreadsheet entitled 'QA Lab Material Testing for Lock Replacement Project' includes all the tests from Divisions 2 and 3 that the QA Contractor shall be capable of performing in the on-site testing laboratory. The on-site laboratory shall include cylinder curing storage capacity for a minimum of 2000 cylinders". The sentences are to be inserted after the first sentence of the paragraph.
11. Section C, Scope of Work for McAlpine Quality Assurance Services Contract, Paragraph 5-2.1 On Site Testing Laboratory at McAlpine Lock Replacement Project, is hereby amended to delete the first of the second paragraph and replace with "The laboratory shall meet the criteria detailed in ASTM D 3740 (1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used

in Engineering Design and Construction, and ASTM E 329 (1995b) Agencies engaged in the Testing and/or Inspection of Materials Used in Construction for testing soils and concrete”.

12. Section C, Scope of Work for McAlpine Quality Assurance Services Contract, Paragraph 5-2.1 On-Site Testing Laboratory at McAlpine Lock Replacement Project, hereby amends the second sentence of the last paragraph as follows: “If the laboratory fails a capability check, the QA Contractor will be assessed an **approximate** charge of \$1,375.00 to reimburse the Government for each succeeding recheck of the laboratory”.
13. Page 25 of 69 of the Request for Quotation, Evaluation System, Paragraph 3.1 is hereby amended to delete Section IV, Price Proposal, and Section VI, Subcontracting Plan. The subcontracting plan will either be acceptable or not acceptable.
14. Page 41 of 69 of the Request for Quotation, FAR Clause 52.216-19 Order Limitations, is hereby amended to identify the following “fill-in” information: Item (a) shall be \$2,500.00, Item (b)(1) shall be \$1,000,000.00, Item (b)(2) shall be \$1,000,000.00, Item (3) shall be 30, and Item (d) shall be 15.
15. EFARS Clause 52.232-5001 Continuing Contracts (MAR 1995) is hereby attached made a part of the Request for Quotation.
16. Page 53 of 69 of the Request for Quotation, FAR Clause 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989) is hereby amended to delete the following employee classes: Engineering Technician I through Engineering Technician V. Employee classification definitions are provided as follows:

29040 CIVIL ENGINEERING TECHNICIAN

Assists Civil Engineer in application of principles, methods, and techniques of civil engineering technology. Reviews project specifications and confers with Civil Engineer concerning assistance required, such as plan preparation, acceptance testing, evaluation of field conditions, design changes, and reports. Conducts materials testing and analysis, using tools and equipment and applying engineering knowledge necessary to conduct tests. Prepares reports detailing tests conducted and their results. Surveys project sites to obtain and analyze topographical details of sites, using maps and surveying equipment. Drafts detailed dimensional drawings such as those needed for highway plans, structural steel fabrication, and water control projects, performing duties as described under Drafter. Calculates dimensions, profile specifications, and quantities of materials such as steel, concrete, and asphalt, using calculator.

29210 LABORATORY TECHNICIAN (Laboratory Tester)

Performs laboratory tests according to prescribed standards to determine chemical and physical characteristics or composition of solid, liquid, or gaseous materials and substances for purposes such as quality control, process control, product development, or determining conformity to specifications. Sets up and adjusts laboratory apparatus and operates grinders, agitators, centrifuges, ovens, condensers, and vibrating screens to prepare material for testing according to established laboratory procedure. Performs physical tests on samples of cement or raw materials and controls quality of materials and mix during manufacturing process. Tests raw materials, such as aggregate, limestone, and sand, for such qualities as permeability, load-bearing capacity, or cohesiveness. Tests dry and liquid substances used as ingredients in adhesives, propellants, lubricants, refractories, synthetic rubber, paint, paper, and other compounds for purity, viscosity, density, absorption or burning rate, melting point, or flash point, using viscosimeter, torsion balance scale, and pH meter. Tests solutions used in processes, such as anodizing, waterproofing, cleaning, bleaching, and pickling, for chemical strength, specific gravity, or other specifications. Tests materials for presence and content of elements or substances, such as hydrocarbons, manganese, natural grease or impurities, tungsten, sulfur, cyanide, ash or dust. Tests samples of manufactured products, such as cellophane or glassware, to verify conformity with heat resistance, tensile strength, ductibility, and other specifications. Examines materials, using microscope. Records test results on standard forms, writes test reports describing procedures used, and prepares graphs and charts. Cleans and sterilizes laboratory

apparatus. May prepare chemical solutions according to standard formulae. May add chemicals or raw materials to process solutions or product batches to correct deviations from specifications.

17. The following Pre-Quote Conference Minutes (held on 17 December 2002) are hereby incorporated into the Request for Quotation:

**Pre-Proposal Conference Minutes (held 17 December 2002)**

Quality Assurance, Materials Testing & Inspection Services  
McAlpine Resident Office, Louisville, Kentucky

Introductions and Agenda by George Flickner, USACE, McAlpine Project Manager

Janet Henderzahs, USACE, Contracting Officer presented the following information regarding the solicitation:

Reminder for everyone present to complete the sign-in sheet.

Verbal responses to the solicitation are not binding.

A written amendment will follow the Pre-Proposal Conference.

The solicitation is in the form of a Request for Quote (RFQ), not Request for Proposal (RFP). References to request for proposals should be understood as meaning RFQ. Differences are subtle and include:

- a) RFQs do not require USACE to provide a debriefing to unsuccessful offerors, but debriefings may be provided on request.
- b) An RFQ is not binding until award.

Offers are due 16 January 2003 at 4:30PM as listed in Block 8 of the SF 1449.

Offers shall be delivered to Lisa Frazier, Contract Specialist, at the address listed in Block 9 of the SF 1449.

Contractor invoices shall be delivered to the Contracting Officer's Representative (COR). For this Contract, the COR is expected to be Scott Hearne, USACE.

Scott Hearne, USACE, Construction Representative and prospective COR for the proposed contract presented the following information regarding the solicitation:

McAlpine Lock Replacement Project overview and anticipated site layout of the Lock Contractor's office area and concrete batch plant, as well as the proposed location of the QA Contractor's lab facilities.

The Lock Replacement contractor is TGM.

General discussion highlighting skills, experience, and training requirements of personnel listed in the solicitation. Estimates of when the following personnel would be required on site were provided. It was noted that these may vary depending on the progress of construction. Any dates provided are estimates based on the Lock Replacement Contractor's proposed dates:

- a) Mobilize lab - May/June 2003.
- b) Lead Materials Technician - June 2003 – Required for life of the project in relative quantities shown in the Schedule of Services/Prices. Estimated completion date of the Lock Project is 2007. On-site 'Go To' person for scope of QA Contract. Refer to Section C.
- c) QA Project Manager - June 2003 – Required for life of the project in relative quantities shown in the Schedule of Services/Prices. Expectation is that PM will be onsite at least 4 hours weekly for meeting attendance, management, and coordination of upcoming requirements with the COR.
- d) Blasting Specialist - Apr/May 2003 through December 2003. The blasting specialist will be used primarily to review blasting plan submittals, field monitor conformance to contract requirements, and to monitor contractor compliance with blasting safety plans.
- e) Batch Plant Technician and additional Materials Technician for 2nd shift - September/October 2003 through October 2005. Possibility exists that requirement may be spread over 3 shifts.
- f) Welding Specialist - Offsite to begin around June 2003. Onsite to begin around August 2004. Utilization may be sporadic.
- g) Roller Compacted Concrete Technician – February through May 2005. RCC operations are expected to be 24 hours/day 6 days/week.

Hans Probst, USACE, Project Engineer presented the following information regarding the solicitation:

The intent of the solicitation is to obtain skilled personnel and an onsite materials testing lab to augment the USACE McAlpine QA effort. Reference Paragraphs B.1 and C.1.

Line items listed in the Schedule of Services/Prices are estimates based on expectations of the progress of the Lock Replacement Project. Variation is expected. The Contract will allow for modification as required. Reference Paragraph B.2.

A statement with regard to contract minimum amount is required by FAR. The intent is to issue relatively large task orders to cover routine work for a quarter to one-half year. Mobilization of the laboratory is expected in the first task order. Shorter duration task orders should be expected when short notice or emergent requirements are identified. It is anticipated that the stated minimum will be irrelevant. Refer to Paragraph B.3.

Invoices shall be submitted monthly to the COR with validated periodic timesheets and expense reports as support. Reference Paragraph B.4.

Reference Paragraph 5-1 Specific Items Furnished by Government for details of Government provided support to establish the on-site laboratory.

The sketch referenced in Paragraph 5-2.1 will be provided by amendment. Refer to attached McAlpine QA Services On-site Lab Location Sketch.

Reference Paragraph 6-2 Travel for policy on reimbursement of travel expenses.

Additional comments included in the minutes:

This solicitation is not subject to the Brooks Bill.

Prospective quoters were advised of the Central Contractor Register (CCR) registration requirement. Joint ventures should be registered as a single entity independently of the companies involved. Refer to Clause 252.204-7004 on Page 66 of 69. The CCR web address is <http://www.ccr.gov>.

The Evaluation System allows for discussions with offerors should it be necessary. It is less costly to the Government to make a selection based on offers without entering discussions. Therefore, the Government desires to make a selection based on offers presented. Offers should be best and final. If necessary, the Government reserves the right to enter discussions.

Joint venture or prime/sub business arrangements are neither encouraged nor discouraged. The Government seeks the best value and allows marketplace dynamics to sort out the best solutions. Offers are reminded of the CCR and prime/sub contractor contract requirements.

In addition to the contact information provided in the solicitation and EBS website, technical questions may be addressed to Hans Probst, PE by telephone at (502) 315-6403 or email at [Hans.Probst@LRL02.usace.army.mil](mailto:Hans.Probst@LRL02.usace.army.mil).

The following are questions which were submitted in writing at the conference, and their answers:

1. Is KRMCA training required prior to the submittal of the qualifications or prior to the award of the contract?

KRMCA Level II is identified as alternative training to ACI Laboratory Testing Grade II for the Lead Material Testing Technician and Concrete Batch Plant Testing Technician. Qualifications shall be achieved prior to performance of the work per Section C, Paragraph 4-2. Offerors should consider the evaluation criteria under Section I. Experience, Paragraph A which states in part "Personnel with ... qualifications exceeding the minimum requirements will be considered more favorably." Refer also to evaluation criteria under Section V. Project Management.

2. May NICET certifications be used in lieu of the ACI requirements?

Yes, if they are proven by the offeror to meet or exceed the listed ACI certification requirement. Refer to Section C, Paragraphs 4-1.2, 4-1.3, 4-1.4, and 4-2.

3. Are resumes for the blasting and welding specialists, and the steel reinforcing and submittal drawing technicians required in the proposal?

No.

4. Are cost for utilities paid by the government?

Yes, refer to Section C, Paragraph 5-1(d).

5. Will utility hookup be provided?

Yes, refer to Section C, Paragraph 5-1(d).

6. Will the Government pay for walkie talkies?

No. Mobile communications devices are not included in Section C, Paragraph 5-1 Specific Items Furnished by Government. Refer to Section C, Paragraph 5.0.

7. Is there a mobile communications requirement? Who supplies?

Yes. The QA Contractor will be provided the frequency for the Government channel and all on-site personnel will be required to monitor. The QA Contractor will supply its own radios.

8. Is there a project schedule available (from which the quantities were derived)?

The Schedule of Services/Prices represent a fair estimate of services required for each period. The Lock Replacement Contractor's proposal was considered when developing the Schedule of Services/Prices.

9. Is the site on NRC site or will KY license for radioactive materials apply?

Kentucky license will apply. Kentucky is an Agreement State. Contractors licensed by Agreement States other than Kentucky or by the NRC will be required to obtain reciprocity with the Kentucky licensing authority.

10. Will disposal and trash services be provided?

No.

11. Will a list of required equipment for the lab be provided?

No. Equipment shall be provided by the QA Contractor to meet testing requirements per Section C, Paragraph 5-2.1.

12. Will a vibration table be provided?

A QA Contractor provided vibration table shall be required in the on-site testing laboratory to perform tests required of Section C, Paragraph 5-2.1.

13. Do you load up lab price with equipment cost for the first year or spread it?

Cost allocation will be up to each offeror. The Schedule of Services/Prices suggests that mobilization of the lab is for setup and should be priced as a lump sum, and that operations and maintenance of the lab should be allocated monthly.

14. Is the contract lump sum or T & M?

The Contract is Indefinite-Delivery Indefinite-Quantity. Delivery orders shall be issued to initiate delivery of services. Invoices shall include verification of work performed using timesheets and expense reports reviewed by the COR. Refer to Paragraph B.4.

15. Does the contract run from the Government fiscal year or is it from the time of award?

The base and any option periods awarded will be twelve months or until the maximum amount is reached, whichever comes first.

16. When is selection likely to be made?

The current plan is mid February to mid March 2003.

17. When is the work likely to begin?

The current plan is May 2003.

18. On page 40 of 69, Federal Acquisition Regulations (FAR) Clause 52.222-41 Service Contract Act was not checked as applicable. Does the SCA apply to the prospective contract?

Yes

19. Has the site experienced vandalism and theft? If so, is the site security furnished by the Government?

There will be two security guards on-site at all times for the duration of the Lock Replacement Project under a separate contract. One guard will be stationary at the project entrance. The other may be mobile or stationary. The

Government does not imply the site is secure. The Government does not accept responsibility for the security of contractor facilities on its property.

20. FAR 52.216-19 (Page 41 of 69) Order Limitations were not filled in.

Refer to Item #11 on page 2 of 7 above.

*The following clarifications are provided to address verbal questions raised at the conference not answered above:*

1. Regarding the Material Testing Laboratory. The delivery order for mobilization of the lab will not allocate hours for the QA PM, the Lead Materials Technician, or any other line item from the Schedule of Services/Prices. All labor and expenses to setup and establish the lab, other than those specifically addressed to be provided by the Government shall be covered in the line item for setup of the lab. The Government has not implied a preference for a permanent or mobile lab. The Government prefers to promote competitive market dynamics by allowing offerors to propose best value solutions regarding the lab building. Once the contract is completed, the QA Contractor shall demobilize the lab.

2. In accordance with Section C, Paragraph 5-2.1, the Government will perform a capability check of the laboratory. Upon expiration of the term of the capability check, the government will perform checks to re-certify the laboratory. The cost borne by the Government to perform the initial and re-certifications shall be covered by the Government. It is the responsibility of the QA Contractor to set up the lab to meet and maintain stated criteria. Costs associated with additional capability checks due to failure to comply and maintain standards shall be borne by the QA Contractor.

3. Concrete cylinder storage off site will not be allowed.

4. Software that will be placed on the Government furnished lab computer includes:

- Windows RMS
- Citrix ICA Client (for use with RMS)
- Altiris Software Management System
- MS Office (Word, Excel, Access, PowerPoint, Outlook)
- Adobe Reader
- Internet Explorer
- Windows Media Player
- McAfee Virus Scan

18. The following documents are hereby attached and made a part hereof. "QA Lab Material Testing for Lock Replacement Project" and McAlpine QA Services On-Site Lab Location Sketch.

19. The due date for quotes remains 16 January 2003 at 4:30 p.m. local time.

20. This Amendment No. 0001 must be acknowledged as indicated in Item No. 11.

REVISED BID SCHEDULE AMDT 0001  
SECTION B Supplies or Services and Prices/Costs

AMENDMENT NO. 0001

Schedule of Services/Prices – Base Period

<u>Item No.</u>	<u>Services Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
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INDEFINITE-DELIVERY INDEFINITE-QUANTITY WORK:

Price to perform the indefinite-delivery indefinite-delivery work in accordance with all the terms of this contract.

Work under these line items will be delivered as directed by Task Order.

0001	Quality Assurance Project Manager (See Para C4-1.1)	320	Hours	_____	_____
0002	Lead Materials Testing Technician (See Para C4-1.2)	2080	Hours	_____	_____
0003	Lead Materials Testing Technician OT	500	Hours	_____	_____
0004	Materials Testing Technician (See Para C4-1.2)	640	Hours	_____	_____
0005	Concrete Batch Plant Testing Technician (See Para C4-1.3)	1280	Hours	_____	_____
<b>0006</b>	<b>DELETED</b>				
0007	Blasting Specialist (See Para C4-1.5)	500	Hours	_____	_____
0008	Steel Reinforcing Technician (See Para C4-1.5)	250	Hours	_____	_____
0009	Welding Specialist (See Para C4-1.5)	250	Hours	_____	_____
<b>0010</b>	<b>DELETED</b>				
0011	Materials Testing Laboratory (See Para C5-2.1) (Operation & Maintenance)	12	Months	_____	_____
0012	Mobilize Materials Testing Laboratory (See Para C5-2.1) (Setup)	1	LS	_____	_____
0013	Demobilize Materials Testing Laboratory (See Para C5-2.1)	1	LS	_____	_____
0014	Off-site Travel & Per Diem (In accordance with FTR for travel expenses related to off-site travel for direct work, i.e., does not include travel on-site or for indirect or overhead work. See Para 6-3)	Allowance			<u>\$20,000</u>
TOTAL FOR LINE ITEMS 0001-0014					_____

Schedule of Services/Prices – Option Period 1

<u>Item No.</u>	<u>Services Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
INDEFINITE-DELIVERY INDEFINITE-QUANTITY WORK:					
Price to perform the indefinite-delivery indefinite-delivery work in accordance with all the terms of this contract.					
Work under these line items will be delivered as directed by Task Order.					
0015	Quality Assurance Project Manager (See Para C4-1.1)	250	Hours	_____	_____
0016	Lead Materials Testing Technician (See Para C4-1.2)	2080	Hours	_____	_____
0017	Lead Materials Testing Technician OT	500	Hours	_____	_____
0018	Materials Testing Technician (See Para C4-1.2)	3000	Hours	_____	_____
0019	Materials Testing Technician OT	520	Hours	_____	_____
0020	Concrete Batch Plant Testing Technician (See Para C4-1.3)	4500	Hours	_____	_____
0021	Concrete Batch Plant Testing Tech OT	720	Hours	_____	_____
<b>0022</b>	<b>DELETED</b>			_____	_____
<b>0023</b>	<b>DELETED</b>			_____	_____
0024	Blasting Specialist (See Para C4-1.5)	250	Hours	_____	_____
0025	Steel Reinforcing Technician (See Para C4-1.5)	250	Hours	_____	_____
0026	Welding Specialist (See Para C4-1.5)	250	Hours	_____	_____
<b>0027</b>	<b>DELETED</b>			_____	_____
0028	Materials Testing Laboratory (See Para C5-2.1) (Operation & Maintenance)	12	Months	_____	_____
0029	Demobilize Materials Testing Laboratory (See Para C5-2.1)	1	LS	_____	_____
0030	Off-site Travel & Per Diem (In accordance with FTR for travel expenses related to off-site travel for direct work, i.e., does not include travel on-site or for indirect or overhead work. See Para 6-3)	Allowance		_____	<u>\$20,000</u>
TOTAL FOR LINE ITEMS 0014-0030					_____

Schedule of Services/Prices – Option Period 2

<u>Item No.</u>	<u>Services Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<b>INDEFINITE-DELIVERY INDEFINITE-QUANTITY WORK:</b>					
Price to perform the indefinite-delivery indefinite-delivery work in accordance with all the terms of this contract.					
Work under these line items will be delivered as directed by Task Order.					
0031	Quality Assurance Project Manager (See Para C4-1.1)	250	Hours	_____	_____
0032	Lead Materials Testing Technician (See Para C4-1.2)	2080	Hours	_____	_____
0033	Lead Materials Testing Technician OT	500	Hours	_____	_____
0034	Materials Testing Technician (See Para C4-1.2)	2300	Hours	_____	_____
0035	Materials Testing Technician OT	340	Hours	_____	_____
0036	Concrete Batch Plant Testing Technician (See Para C4-1.3)	4000	Hours	_____	_____
0037	Concrete Batch Plant Testing Tech OT	400	Hours	_____	_____
<b>0038</b>	<b>Roller Compacted Concrete Technician</b> <b>(See Para C4-1.4)</b>	<b>1750</b>	Hours	_____	_____
0039	Roller Compacted Concrete Tech OT	250	Hours	_____	_____
0040	Blasting Specialist (See Para C4-1.5)	650	Hours	_____	_____
0041	Steel Reinforcing Technician (See Para C4-1.5)	250	Hours	_____	_____
0042	Welding Specialist (See Para C4-1.5)	250	Hours	_____	_____
<b>0043</b>	<b>DELETED</b>			_____	_____
0044	Materials Testing Laboratory (See Para C5-2.1) (Operation & Maintenance)	12	Months	_____	_____
0045	Demobilize Materials Testing Laboratory (See Para C5-2.1)	1	LS	_____	_____
0046	Off-site Travel & Per Diem (In accordance with FTR for travel expenses related to off-site travel for direct work, i.e., does not include travel on-site or for indirect or overhead work. See Para 6-3)	Allowance			<u>\$20,000</u>
TOTAL FOR LINE ITEMS 0031-0046					_____

Schedule of Services/Prices – Option Period 3

<u>Item No.</u>	<u>Services Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
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INDEFINITE-DELIVERY INDEFINITE-QUANTITY WORK:

Price to perform the indefinite-delivery indefinite-delivery work in accordance with all the terms of this contract. Work under this line item will be delivered as directed by Task Order.

0047	Quality Assurance Project Manager (See Para C4-1.1)	250	Hours	_____	_____
0048	Lead Materials Testing Technician (See Para C4-1.2)	2080	Hours	_____	_____
0049	Lead Materials Testing Technician OT	500	Hours	_____	_____
0050	Materials Testing Technician (See Para C4-1.2)	500	Hours	_____	_____
0051	Materials Testing Technician OT	100	Hours	_____	_____
0052	Concrete Batch Plant Testing Technician (See Para C4-1.3)	2080	Hours	_____	_____
0053	Concrete Batch Plant Testing Tech OT	500	Hours	_____	_____
<b>0054</b>	DELETED			_____	_____
<b>0055</b>	DELETED			_____	_____
0056	Blasting Specialist (See Para C4-1.5)	250	Hours	_____	_____
0057	Steel Reinforcing Technician (See Para C4-1.5)	500	Hours	_____	_____
0058	Welding Specialist (See Para C4-1.5)	500	Hours	_____	_____
0059	Materials Testing Laboratory (See Para C5-2.1) (Operation & Maintenance)	12	Months	_____	_____
0060	Demobilize Materials Testing Laboratory (See Para C5-2.1)	1	LS	_____	_____
0061	Off-site Travel & Per Diem (In accordance with FTR for travel expenses related to off-site travel for direct work, i.e., does not include travel on-site or for indirect or overhead work. See Para 6-3)	Allowance		_____	<u>\$20,000</u>

TOTAL FOR LINE ITEMS 0047-0061 \_\_\_\_\_

Schedule of Services/Prices – Option Period 4

<u>Item No.</u>	<u>Services Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<b>INDEFINITE-DELIVERY INDEFINITE-QUANTITY WORK:</b>					
Price to perform the indefinite-delivery indefinite-delivery work in accordance with all the terms of this contract.					
Work under this line item will be delivered as directed by Task Order.					
0062	Quality Assurance Project Manager (See Para C4-1.1)	250	Hours	_____	_____
0063	Lead Materials Testing Technician (See Para C4-1.2)	2080	Hours	_____	_____
0064	Lead Materials Testing Technician OT	500	Hours	_____	_____
0065	Materials Testing Technician (See Para C4-1.2)	500	Hours	_____	_____
0065	Materials Testing Technician OT	100	Hours	_____	_____
0066	Concrete Batch Plant Testing Technician (See Para C4-1.3)	2080	Hours	_____	_____
0067	Concrete Batch Plant Testing Tech OT	500	Hours	_____	_____
<b>0068</b>	<b>DELETED</b>			_____	_____
<b>0069</b>	<b>DELETED</b>			_____	_____
0070	Blasting Specialist (See Para C4-1.5)	250	Hours	_____	_____
0071	Steel Reinforcing Technician (See Para C4-1.5)	500	Hours	_____	_____
0072	Welding Specialist (See Para C4-1.5)	500	Hours	_____	_____
0073	Materials Testing Laboratory (See Para C5-2.1) (Operation & Maintenance)	12	Months	_____	_____
0074	Demobilize Materials Testing Laboratory (See Para C5-2.1)	1	LS	_____	_____
0075	Off-site Travel & Per Diem (In accordance with FTR for travel expenses related to off-site travel for direct work, i.e., does not include travel on-site or for indirect or overhead work. See Para 6-3)	Allowance			<u>\$20,000</u>
TOTAL FOR LINE ITEMS 0062-0075					_____

## 52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$20,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

(End of Summary of Changes)



# MEETING ROSTER

SUBJECT PRE-PROPOSAL MTA - McALPINE QA TESTING  
LOCATION McALPINE RESIDENT OFFICE  
DATE/TIME 17 DEC 02 @ 0900 HRS

NAME	ORGANIZATION	PHONE
<u>HANS PROBST</u>	<u>USACE LOUISVILLE</u>	<u>(502) 315-6403</u>
<u>TOM UHLEE</u>	<u>TOLTEST</u>	<u>419 241-7175</u>
<u>CURT ROUPE</u>	<u>TOLTEST</u>	<u>419 241 7175</u>
<u>ERICH HOCHLER</u>	<u>TERRACON</u>	<u>502) 897-1920</u>
<u>MICHAEL O'GRADY</u>	<u>TERRACON</u>	<u>(913) 599-6886</u>
<u>CHIP WILKINSON</u>	<u>TERRACON</u>	<u>502 897-1920</u>
<u>Jim Brewer</u>	<u>TERRACON</u>	<u>502-897-1920</u>
<u>Tom Lockett</u>	<u>Codley, Dennis &amp; Demmon</u>	<u>601 852 9916</u>
<u>Joy MARLONI</u>	<u>MACTEC</u>	<u>502 253-2500</u>
<u>Jim Herden</u>	<u>Resource Int., Inc.</u>	<u>614-885-1959</u>
<u>Chris Vance</u>	<u>Mactec</u>	<u>502-253-2500</u>
<u>JIM SHEPARD</u>	<u>AMEX</u>	<u>508 267-0700</u>
<u>Jim LARSEN</u>	<u>CODEN CONST</u>	<u>859-744-2222</u>
<u>MAX WOLLMAN</u>	<u>CODEN ENG &amp; TEST</u>	<u>220-443-1995</u>
<u>Paul M. Whadengal</u>	<u>USACE, Louisville</u>	<u>502-315-6211</u>



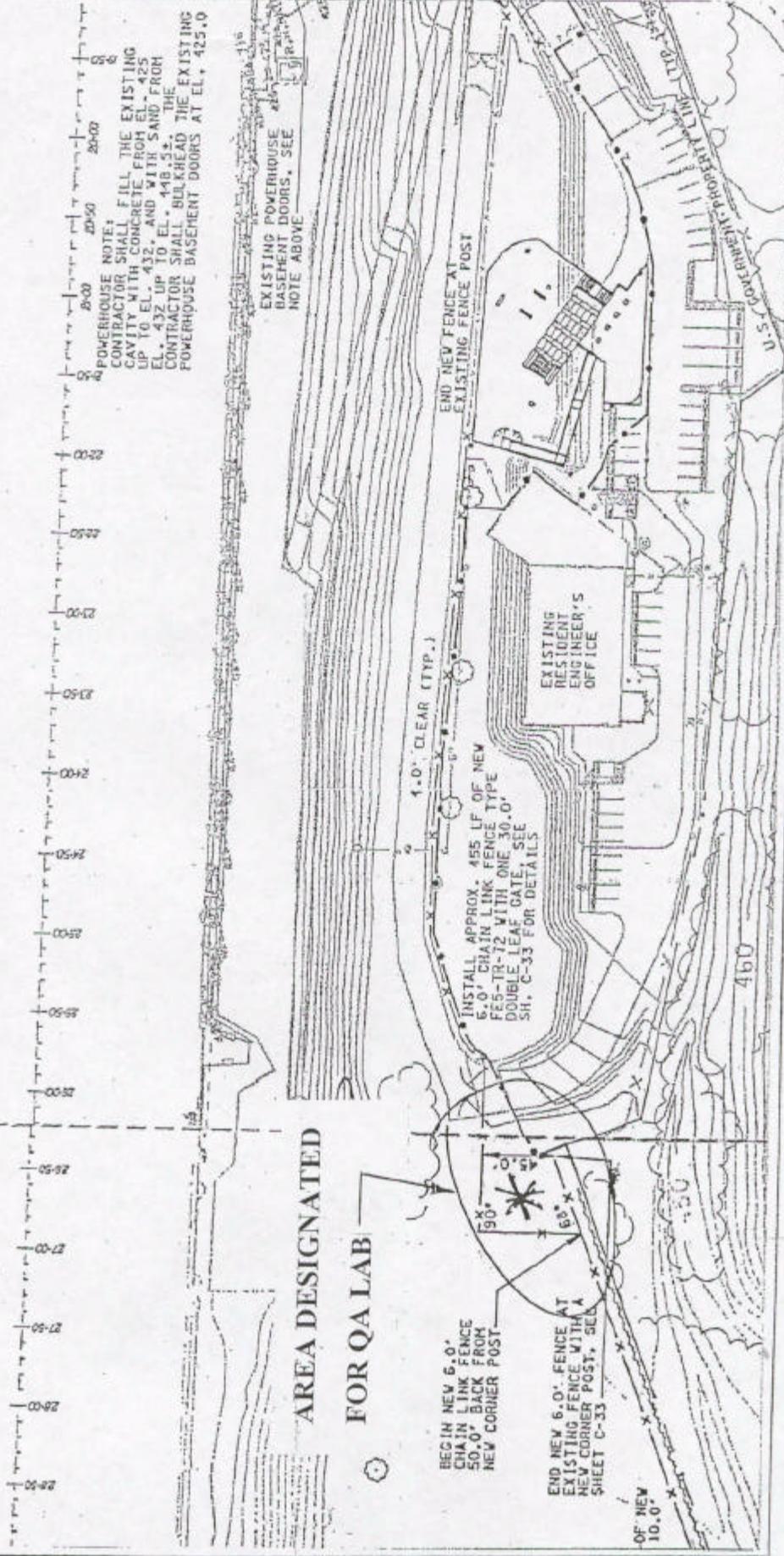
QA Lab Material Testing for Lock Replacement Project

Section	Paragraph	Description	Notes
2261		Soil-Cement-Bentonite Slurry Trench Cut-Off	
2261	3.2.8.2	Sampling	Trench Bottom Split Spoon
2261	3.3.5.1	Slump Test	ASTM C 143
2270		Stone Protection	
2270	3.4	Testing Program	Rip-Rap
2300		Earthwork	
2300	3.5	Backfill	Compaction Requirements
2300	3.8.2	Compaction	
2300	3.8.2.1	Compaction	Sub-Grade Pavement
2300	3.8.2.2	Compaction	Sub-Grade Shoulders
2300	3.12	Testing	Sand Cone, Drive Cylinder
2300	3.12.1	Fill and Backfill Material Gradation	
2300	3.12.2.a	In-Place Densities	other than hand operated
2300	3.12.2.b	In-Place Densities	hand operated
2300	3.12.4	Moisture Contents	
2300	3.12.5	Optimum Moisture And Laboratory Maximum Density	
2300	3.12.6	Tolerance Tests for Subgrade	
2316		Excavation, Trenching, and Backfilling for Utilities Systems	
2316	3.2.1.4.b	Final Backfill	Side walk, Misc. areas
2316	3.4.1	Testing Facilities	Approved Facilities
2316	3.4.2	Testing of Backfill Material	ASTM D 2487, ASTM D 1557
2316	3.4.3	Field Density Testing	
2466		Drilled Shafts	
2466	2.2	Concrete. See Sec. 3301 Cast-in-place	
2630		Storm Drainage System	
2630	2.3.1	Concrete	See Section 03301 Cast-in-Place Structural Concrete
2630	2.3.2	Mortar	Max placement time 1 hour, ASTM C270, Type M
2630	3.7.1	Backfilling pipe in Trenches	Mechanical tampers up to 12" above pipe
2630	3.7.2	Backfilling Pipe in Fill Sections	Mechanical tampers up to 12" above pipe
2630	3.7.4	Compaction	
2630	3.7.4.2	Minimum Density	90% Cohesive, 95% Cohesionless
2630	3.7.5	Determination of Density	
2714		Drainage Layer	
2714	1.5	Field Compaction	See Test Section 2714 3.2
2714	1.8.1	General Requirements	Contractors responsibility, by approved lab or approved contractor
2714	1.8.3.1	Sieve Analyses	ASTM C 117, ASTM C 136
2714	1.8.3.2	Density Tests	ASTM D 2922, ASTM D 3017
2714	1.8.3.3	Soundness Test	ASTM C 88
2714	1.8.3.6	Fractured Face Tests	Approved Test Method-see paragraph aggregates
2714	3.6	Compaction Requirement	As specified by contracting officer
2714	3.10	Smoothness Test	3/8" over 12" for top layer
2714	3.11	Thickness Control	Completed drainage layer within 1/2"
2721		Subbase Courses	
2721	3.7	Compaction	95% of max density
2721	3.8	Proofrolling	Plus or minus 5% with 30% coverage
2721	3.10	Smoothness Test	3/8" over 12" for top layer
2721	3.11	Thickness Control	
3300		General Concrete Requirements	
3300	1.3.2	Construction Testing by the Government	
3300	1.3.2.1	General	COE CRD-C 100, ASTM C 143/C 143M, ASTM C 231
3300	1.3.2.2	Testing Aggregates	Appropriate COE CRD-C and ASTM methods
3300	1.3.3	Concrete Strength	ASTM C 31, ASTM C 39
3300	1.4	Construction Tolerances	See charts in Sec 03300 pages 15-22
3300	1.5.SD-13	Cementitious Materials	
3300	2.2.7	Air Content	ASTM C 231
3300	2.2.8	Slump	ASTM C 143/ C143M
3300	3.1.4.1	Sampling Facilities Concrete	ASTM C 172
3300	3.1.4.2	Coarse Aggregate	ASTM C 136
3300	3.2	Testing Inspections	
3300	3.2.1	General	ASTM C 1077
3300	3.2.2	Testing and Inspection Requirements	
3300	3.2.2.1	Fine Aggregate	ASTM C 136, COE CRD-C 104, ASTM C 117, ASTM C 566
3300	3.2.2.2	Coarse Aggregate	ASTM C 136, ASTM C 117, ASTM D 4791

QA Lab Material Testing for Lock Replacement Project

Section	Paragraph	Description	Notes
3300	3.2.2.3	Quality of Aggregates	Several ASTMs and intervals. See Sec. 3300 pages 42-43
3300	3.2.2.6.a	Concrete - Air Content	ASTM C 231
3300	3.2.2.6.c	Concrete - Slump and Slump Flow Testing	ASTM C 143/C 143M
3300	3.2.2.6.e	Washout and Time of Set Testing	CRD C61
3300	3.2.2.6.f	Concrete - Compression Test Cylinders	ASTM C 32/C 31M, ASTM C 39/C 39M, ACI 214
3300	3.2.2.8	Concrete Placement	Contractor measure and record concrete temp., weather, ambient temp.
3300	3.2.2.9.a	Vibrators - Vibrator Testing and Use	COE CRD-C 521
3415		Precast Concrete	
3415	1.2.2.2 (a-d)	Concrete	
3415	1.2.2.3	Air Content	ASTM C 231
3415	3.7.1.5	Recording Thermometers	Measure and chart temperature
3701		Roller Compacted Concrete	
3701	3.1.5	Laboratory and Sampling Area	See Section 03000
3701	3.2.3	RCC Test Section	
3701	3.2.3.a	Test Section	3 lifts (6ft) 50' long and 30' wide
3701	3.5.1	General	98% consolidation, tested with nuclear gage ASTM C 1040
3701	3.5.3	Nuclear Density Gage	ASTM C 1040, gage and operator provided by contractor
3701	3.10	Quality Control Testing and Inspection Requirements	
3701	3.10.1	General	ASTM C 1077, ACI Level I Cert. And Knowledge of Level II
3701	3.10.2	Fine Aggregate Grading	ASTM C 136, ASTM C 117, CRD-C 104
3701	3.10.3	Fine Aggregate Moisture Content	ASTM C 566
3701	3.10.4	Coarse Aggregate Grading	ASTM C 136
3701	3.10.5	Coarse Aggregate Moisture Content	
3701	3.10.6	Coarse Aggregate Fines Content	ASTM C 117
3701	3.10.11	Temperature Recording	ASTM C 1064
3701	3.10.12	RCC Moisture Content	ASTM C 566
3701	3.10.13	RCC Density	ASTM C 1040, at 4", 12", and 20" depths
3701	3.10.14	RCC Vebe Consistency	CRD-C 53
3701	3.10.15	RCC Unit Weight	ASTM C 231, ASTM C 138
3701	3.10.16	RCC Air Content	ASTM C 231 Type B meter
3701	3.10.17	RCC Compressive Strength	ASTM C 31, ASTM C 39, 2-7, 2-28, 2-90, 1-365
3701	3.10.18	Bedding Mortar Slump	ASTM C 143
3701	3.10.19	Bedding Mortar Compressive Strength	ASTM C 31, 2-7, 2-28, 2-90, 1-Hold

FOR SOLDIER PILE WALLS



McALPINE QA SERVICES ON-SITE LAB LOCATION SKETCH