

CHEROKEE COUNTY SUPERFUND SITE
WACO SUBSITES
TRANSCRIPT OF PRE-BID MEETING
PITTSBURG, KANSAS

MONDAY, JANUARY 14, 2008

2:00 P.M.

K. DAVID DRAKE, PROJECT MANAGER
MARIE D. NOEL, CONTRACTING OFFICER
CHESTER E. STOVALL, JR., SMALL BUSINESS SPECIALIST

REPORTER: Darcie A. Cruz, CSR, RPR

1 MS. NOEL: Okay. We're a little late, but
2 now we're going to get going. Sorry we're a little
3 late, but, you know, sometimes site visits take a
4 little longer than you think.

5 Anyway, we are here for our Cherokee
6 County-Waco subsite requirement that is
7 Solicitation No. PRR70810078, just to make sure
8 you're all here for the right thing. And it is a
9 service-disabled veteran-owned small business
10 set-aside.

11 Okay. What we have is a list of questions
12 and answers that we received prior to coming here
13 today that we've prepared. So what we're going to do
14 is we're going to start off with these. We are
15 going -- I will read the questions, Dave will give
16 the answers so you don't have to get bored with one
17 voice the whole time.

18 We also, as you see, we have some CDs if
19 anybody still needs a CD. And these CDs -- these are
20 the different ones, correct?

21 MR. DRAKE: Right. We have a brand-new set
22 of CDs up here. And these are CDs in AutoCAD format.
23 Some of you had requested that. All of the CDs that
24 I've mailed out so far, they're all in PDF format.
25 And some contractors were interested in actually

1 having the working CAD file, so they're all up here.

2 I think we have about 20 of them, perhaps.

3 MR. STOVALL: One per company.

4 MR. DRAKE: And I think what we should
5 probably do is limit, you know, one per company. And
6 if there's -- if we do have the need, these can
7 easily be reproduced. We'll have a little list and
8 take your name down if we run out of these, and we'll
9 make sure we FedEx them to you overnight.

10 MS. NOEL: Okay. In case there are anybody
11 here that was not at the site visit and just was able
12 to make it to the pre-bid conference today, I'm Marie
13 Noel. I'm the contracting officer for this
14 requirement. To my right here is Dave Drake. He is
15 the project manager with EPA. To my left is Chester
16 Stovall. He is the small business specialist for
17 EPA. So we're sort of the people in the know, I
18 guess, about this. But if you are successful and you
19 get this contract, I'm the only one that can make any
20 decision affecting price, schedule, scope, any of
21 those changes, just to keep that in mind. Even
22 though he knows lots and I'm going to ask him for all
23 kinds of recommendations if it's of a technical
24 nature, I'm the person, just so you remember so we
25 don't have anything happen that you would regret,

1 like working and not getting paid for something.

2 That's no good.

3 Okay. With that, we will begin with the
4 questions that we had already received.

5 Question 1. Attachment B of the
6 solicitation shows both Davis-Bacon and Service
7 Contract wage rates. Since this is a construction
8 contract, will the service contract rates still
9 apply. If so, please provide guidance concerning how
10 they will apply.

11 MR. DRAKE: Okay. I see since I'm reading
12 the answers, Marie has me reading a lot more material
13 than she's reading.

14 MS. NOEL: Well, you asked for the answers.

15 MR. DRAKE: I know, I know. Just a little
16 humor injected here.

17 So the answer to that is: The project is
18 being performed under the environmental services
19 NAICS code of 562910. Consequently, although it uses
20 traditionally construction-type occupations and
21 includes many clauses routinely used on construction
22 projects, it is not a construction contract.

23 The Department of Labor has determined that
24 Davis-Bacon wages must be paid for all work performed
25 under this type of contract with the exception of one

1 activity. The Service Contract Act wage rate is
2 applicable to truckdrivers who move material
3 off-site. Truckdrivers moving material from one
4 place to another on-site are due Davis-Bacon wages.

5 And we'll move on to question 2.

6 MS. NOEL: Is a bid bond required?

7 MR. DRAKE: And the answer is no. It is
8 not region 7's policy to require bid bonds on any
9 project.

10 MS. NOEL: 3. Section B, clause B.1,
11 pricing schedule. For CLIN 0002, please describe
12 what this item is and what are the performance and
13 acceptance criteria.

14 MR. DRAKE: CLIN 0002 is an incentive CLIN
15 for purchasing goods and services from the local
16 community. Please refer to the QASP for complete
17 information as to how this can be earned.

18 MS. NOEL: And since this is the first time
19 we've used that acronym, QASP is a quality assurance
20 surveillance plan.

21 Question 4. Section B, clause B.1, pricing
22 schedule. For CLIN -- it said 000. I'm not sure
23 what you meant. But when I looked, I think you mean
24 CLIN 0003. So I'm answering it for CLIN 0003.

25 It says, please describe what this item is,

1 and what is the evaluation criteria?

2 MR. DRAKE: Okay. For the answer: I
3 assume you meant to refer to CLIN 0003. This is a
4 negative incentive CLIN that can be assessed if
5 certain actions are not taken to reduce emissions
6 from diesel-powered equipment used on-site. Please
7 see the quality assurance surveillance plan, which is
8 the QASP, for detailed information.

9 MS. NOEL: Question 5. Section C,
10 paragraph C.3. What products would the government
11 predict that would be covered by this paragraph?

12 MR. DRAKE: For this requirement, it is
13 very possible that no products will be used that are
14 covered in this paragraph. This is a required
15 clause, however, so it is included in case you do buy
16 some product that can also be purchased comprised of
17 recovered materials.

18 MS. NOEL: Question 6. Section E. What
19 are the acceptance criteria for the work? When will
20 acceptance take place?

21 MR. DRAKE: The acceptance criteria is
22 referred to as performance standards and can be found
23 in the QASP which accompanies the performance work
24 statement. Acceptance of work will take place
25 on-site. Acceptance of documentation will take place

1 at the EPA region 7 office.

2 MS. NOEL: Question 7. Section H,
3 paragraph H.1. How is clause 1552.223-71, EPA Green
4 Meetings and Conferences, applicable to this work?

5 MR. DRAKE: This clause would only be
6 applicable if the contractor is responsible for
7 obtaining facilities for a meeting or conference. It
8 is a required clause.

9 MS. NOEL: Question 8. Section I,
10 paragraph I.4, performance and payment bonds. Is the
11 contractor only required to provide a performance and
12 payment bond for the base year only and then modify
13 the bond if option years are awarded?

14 MR. DRAKE: The contractor will have to
15 provide a 20-percent performance and payment bond for
16 the base year. If and when an option year is
17 exercised, those bonds are required to be modified or
18 reissued to cover 20 percent of the option year. In
19 total, only 20 percent of a given year's pricing is
20 required to be bonded at any given time since
21 exercise of an option year is not guaranteed.

22 MS. NOEL: Question 9. Section I,
23 paragraph I.4, performance and payment bonds. Which
24 20 percent of the contract price is being bonded?
25 Without this information, the contractor's bonding

1 company will need to be for the entire contract value
2 and the cost to the government will be based on the
3 entire contract value.

4 MR. DRAKE: As stated in the previous
5 answer, 20 percent of the base year or 20 percent of
6 an option year, depending on what contract year we
7 are in, is how much the bonding amount must be.

8 MS. NOEL: Question 10. Performance
9 statement of work, section 4, deliverables. Please
10 provide more details about what is expected to be
11 included in the project management plan, weekly
12 progress reports and the final remedial action
13 report.

14 MR. DRAKE: The project management plan
15 should describe the overall project -- overall
16 approach to managing the work. It should detail the
17 personnel, their experience and their duties. It
18 should include a schedule with all of the necessary
19 activities required to complete the work.

20 The weekly progress reports should
21 thoroughly summarize all of the activities for the
22 week such as the following: Volumes of materials
23 excavated and placed, general descriptions of work
24 completed, any issues such as weather or personnel,
25 et cetera.

1 The remedial action report is the summary
2 of the work once it is complete. This report would
3 include the final volumes excavated and placed, time
4 line for the completed action, a general description
5 of the work completed, and as-built drawings.

6 MS. NOEL: Question 11. Performance work
7 statement, section 4, deliverables. What is required
8 to be included in the diesel chemical and particulate
9 emissions report?

10 MR. DRAKE: The diesel chemical and
11 particulate emissions report should include a listing
12 of the on-site diesel equipment and indicate if the
13 use of specialized filters or fuels was employed; and
14 if so, how many pieces of equipment? It is intended
15 to be a written means of validating the emissions
16 reductions.

17 MS. NOEL: Question 12. Performance
18 statement of work, section 4, deliverables. The note
19 at the end of this section states that the only --
20 that only the submittals identified in this section
21 are required to be submitted. Is this correct?
22 Because the specifications discuss the need for an
23 environmental protection plan and a temporary
24 construction facilities plan.

25 MR. DRAKE: There's a general note that

1 indicates other submittals are also required.

2 However, the other submittals, such as the items
3 mentioned, are provided for information only.

4 MS. NOEL: Question 13. Specification
5 section 01721, survey requirements. Will a survey
6 need to be performed of the existing conditions, or
7 is there an existing survey that can be utilized?

8 MR. DRAKE: A survey of the existing
9 conditions will need to be performed.

10 MS. NOEL: Question 14. Please provide
11 clarification regarding the nature of this
12 solicitation. Section K.4 identifies this
13 solicitation under NAICS code 562910, 500 person size
14 standard, and section L.10 states that it will be a
15 service-disabled veteran-owned set-aside. As a small
16 business operating under the NAICS code of 562910,
17 would we be precluded from consideration under this
18 solicitation, i.e., is this solicitation targeted for
19 service-disabled veteran-owned companies?

20 MR. DRAKE: The NAICS code 562910 and the
21 statement that this acquisition is being set aside
22 for service-disabled veteran-owned small businesses
23 are not mutually exclusive. It merely means that to
24 be eligible, you must be qualified under code 562910
25 and also be a small disadvantaged (sic) veteran-owned

1 small business.

2 MS. NOEL: Question 15. We are an SDVOSB,
3 and bid bonds are often difficult to obtain. If
4 awarded the contract, a performance bond is
5 achievable. Is a bid bond required?

6 MR. DRAKE: No. Only performance and
7 payment bonds are required.

8 MS. NOEL: Question 16. Can the contractor
9 dispose of the excavated mine wastes in any of the
10 mine waste disposal/consolidation areas designated on
11 the contract drawings after the lily pond and pits
12 have been filled?

13 MR. DRAKE: Yes, with the intent of leaving
14 as much space as possible within the disposal area
15 shown on sheet G-4 since wastes from other sites are
16 slated for disposal in this area.

17 MS. NOEL: Question 17. Drawing G-6. A
18 note regarding the large permanent sedimentation
19 basin refers to detail 9/D-2. However, the basin
20 depths shown on the sections and profiles associated
21 with this detail are not consistent with the depth of
22 this basin. Furthermore, this basin does not have
23 two compartments as shown in this detail. Please
24 provide clarification regarding these apparent
25 discrepancies.

1 MR. DRAKE: Greater detail will be
2 provided. The basin has two depths. The deep and
3 shallow pools will be more clearly shown in a future
4 update.

5 MS. NOEL: Question 18. Drawing G-6. The
6 construction required to transition between the south
7 and north permanent sedimentation basins is not
8 clear. Please provide clarification.

9 MR. DRAKE: There is only one permanent
10 sedimentation basin, and it is shown on sheet G-6.
11 The four sedimentation basins shown on sheet G-7 are
12 temporary. The temporary basins will be removed or
13 filled in when the additional waste from other sites
14 are placed in this area by other contractors. The
15 Waco contractor will be responsible for grading and
16 capping this area.

17 MS. NOEL: Question 19. The project bid
18 schedule requires lump-sum costs for the base year,
19 option year 1 and option year 2. The solicitation
20 indicates that only the base year will be initially
21 awarded. The project documents define the work to be
22 completed in the 3-year period. How will the scope
23 of work for the base year and each option year be
24 determined?

25 MR. DRAKE: Each contractor should select

1 and propose their desired work to be conducted during
2 the base, option 1 and option 2 years. There is no
3 set approach. The entire project should be completed
4 in three years, but there are many ways to accomplish
5 this task.

6 MS. NOEL: Question 20. The project
7 drawings do not visibly show the existing contour
8 elevations. This information will be required to
9 prepare an accurate bid. The drawings provided on
10 the CD are in PDF format. Consequently, they cannot
11 be utilized to electronically determine the existing
12 contour elevations and excavation quantities.
13 Request that CDs containing the original AutoCAD
14 drawings be provided to the interested bidders ASAP.

15 MR. DRAKE: CDs with AutoCAD drawings will
16 be available at the pre-bid conference for those
17 attending and will also be available upon request to
18 anyone requesting a copy.

19 MS. NOEL: Question 21. Provide
20 confirmation that the temporary sedimentation basins
21 will be constructed after removal of the underlying
22 mine wastes. Will the temporary sedimentation basins
23 remain in place or be demolished as an integral part
24 of the final site grading?

25 MR. DRAKE: The temporary sedimentation

1 basins will be constructed following the removal of
2 mine wastes in the area of the basin. Some temporary
3 basins will not remain and others will remain as
4 shown on design drawing sheets G-6 and G-7.

5 MS. NOEL: Question 22. Drawing G-3.
6 Should P -- excuse me. Should pit A-1, Doss Pond No.
7 3, be filled with mine wastes?

8 MR. DRAKE: Pit A-1, Doss Pond No. 3, will
9 not be filled with mine wastes.

10 MS. NOEL: Question 23. The performance
11 work statement indicates that the excavated areas,
12 approximately 83 acres, will be re-vegetated. What
13 is the minimum thickness of topsoil or
14 organically-amended select fill that will be required
15 to support vegetative growth?

16 MR. DRAKE: There is no specified minimum
17 thickness of topsoil or fill in areas that are
18 excavated to clean soils. The amount of fill will be
19 determined by achievement of the final grade, and the
20 amount of topsoil will be determined based on the
21 ability to establish vegetation.

22 MS. NOEL: Question 24. The performance
23 work statement also states that the site contains
24 1,100,000 cubic yards of contaminated wastes. Is it
25 correct to assume that this volume includes both the

1 volume to be excavated, 724,000 cubic yards, and the
2 volume of existing mine wastes located within the
3 limits of the waste disposal/consolidation areas?

4 MR. DRAKE: Yes.

5 MS. NOEL: Question 25. The mine wastes
6 within the limits of the waste disposal/consolidation
7 areas will be allowed to settle for a period of 12
8 months before placement of the final cover systems.
9 Shouldn't a temporary layer of select fill be
10 promptly placed on these waste areas to provide some
11 protection from the environment?

12 MR. DRAKE: The intent is to place
13 additional wastes in these areas after settlement
14 within a one-year time frame. Thus, a temporary
15 layer of select fill was not planned.

16 MS. NOEL: Question 26. Drawing G-4. Note
17 11 designates a large waste disposal/consolidation
18 area located within the limits of the Waco subsite
19 where mine wastes from the Badger and Lawton subsites
20 will be placed by others under a separate contract.
21 The note states that the contractor for this Waco
22 invitation for bid will be responsible for general
23 grading and maintenance of the sediment and erosion
24 control facilities during placement of this waste
25 until all mine wastes have been placed, graded and

1 covered. Which contractor is responsible for the
2 final cover system? The scope of work for this area
3 required under this invitation for bid has not been
4 adequately defined. Can it be presumed that the EPA
5 field representative will oversee and coordinate the
6 activities being completed by two contractors working
7 in the same area?

8 MR. DRAKE: The Waco contractor is
9 responsible for the final cover system. Yes, the EPA
10 field representative will oversee and coordinate the
11 activities of two contractors working in the same
12 area.

13 MS. NOEL: Question 27. According to our
14 calculations, the total area set aside for waste
15 disposal/consolidation totals 39 acres rather than
16 59. These calculations included the 7 areas listed
17 on drawings G-3 and G-4 and the large area drawn
18 on -- or, shown on drawing G-5. What areas have we
19 not included?

20 MR. DRAKE: Our calculations of these areas
21 total 59 acres. We will need to assess the basis of
22 your calculations that show a different area.

23 MS. NOEL: Question 28. Please provide the
24 ground surface elevations for the test pits. This
25 will facilitate determining the elevations at the

1 lower limits of the mine wastes.

2 MR. DRAKE: AutoCAD CDs that contain this
3 information will be available.

4 MS. NOEL: Question 29. Permanent
5 sedimentation basin, drawing G-6. The basin's bottom
6 elevation, 867, and the Weir detail, 20/D-3, indicate
7 that the basin depth is approximately 15 feet.
8 However, detail 9/D-2 indicates a depth of 8 to
9 10 feet. Which depth is correct?

10 MR. DRAKE: The basin is stepped and has
11 two basal elevations. Thus, both of the depths are
12 correct for the shallow and deep portions.

13 MS. NOEL: Question 30. Bullrock, drawing
14 G-4. Did the designer provide the estimated volume
15 of bullrock in the two piles. If so, please provide
16 this information.

17 MR. DRAKE: A bullrock volume is not
18 available.

19 MS. NOEL: Question 31. Drawing G-4. Two
20 notes indicate that the large area, approximately
21 1100 feet by 1500 feet, inside the perimeter berm is
22 a mine waste disposal/consolidation area. This area
23 continues south on drawing G-5. Does this mean that
24 the mine wastes within this area will not be
25 excavated? Which contractor will be responsible for

1 installing the cover system for this large area?
2 This is the same area as discussed in comment 8
3 previously submitted to you on 1-9-08. Refers to
4 something we've already heard.

5 MR. DRAKE: The mine wastes within the
6 bermed area will not be excavated since this area
7 will be filled with future wastes. Some amount of
8 grading to facilitate drainage and future mine waste
9 placement may be necessary. The Waco contractor is
10 responsible for placing the final cover system.

11 MS. NOEL: Question 32. Mine shafts,
12 drawings G-3 and G-5. Only two mine shafts,
13 identified as SA-1 and SB-2, were identified within
14 the project boundaries. Are there other mine shafts
15 that we did not locate?

16 MR. DRAKE: The two mine shafts are the
17 only identified shafts to date. It is likely that
18 more may be encountered as the work progresses.

19 (Off-the-record discussion.)

20 MS. NOEL: The questions we're about to
21 read now were ones that I just picked up at my desk
22 this morning before we came, so a lot of it is
23 handwritten here. So I haven't continued to number.
24 These are another 18 questions that came to me this
25 morning. So now we're back to number 1.

1 MR. DRAKE: Someone working late over the
2 weekend, I think --

3 MS. NOEL: Yeah.

4 MR. DRAKE: -- submitted these. So --
5 okay.

6 MS. NOEL: Is the full remedial design
7 available?

8 MR. DRAKE: It will not be provided.

9 MS. NOEL: It is stated that EPA will have
10 a portable XRF to assist in determinations. Will XRF
11 and confirmation sampling not be in the scope?

12 MR. DRAKE: No. The performance work
13 statement does not require the contractor to do this.

14 MS. NOEL: Will the EPA have full-time
15 on-site oversight, or will there be a request and
16 waiting period to have the surveillance take place?

17 MR. DRAKE: We will have full-time
18 oversight.

19 MS. NOEL: What on-site utility services
20 are in place for use? What is the charge for the
21 utilities?

22 MR. DRAKE: No utilities are available.
23 The contractor is responsible for obtaining
24 utilities.

25 MS. NOEL: My handwriting. Performance

1 work statement section 3. Area Acme No. 1 and
2 American Fee South 40 refers to receipt of additional
3 wastes from a non-Waco subsite under separate
4 contract vehicle. What is EPA's schedule for this
5 work so that we can plan the timing of the cover?
6 Will some of the pits remain open at the end of the
7 option periods?

8 MR. DRAKE: Roughly anticipated that work
9 will begin around summer of 2008 if funds are
10 available. No, the Doss pond pit will -- is not
11 intended to be filled.

12 MS. NOEL: Please confirm that the 2006
13 aerial survey represents today's conditions and that
14 no additional waste movement has happened since that
15 time.

16 MR. DRAKE: That is correct.

17 MS. NOEL: Performance work statement
18 section 4 lists deliverables. At the end of the
19 section it states, submittals in the remedial design
20 which are not listed under this section are not
21 required. However, the specifications require a
22 spill control plan, an environmental protection plan,
23 an excavation work plan, traffic control plan, borrow
24 area excavation and restoration plan, and a
25 subsidence pit and mine shaft filling plan.

1 MR. DRAKE: The information that would be
2 contained in these reports must be available to EPA
3 upon request. However, no formal submittal of a plan
4 is required.

5 MS. NOEL: Section 1010, summary of work
6 section 1.3, basis of design, includes abandonment of
7 deep wells and vent pipes and abandoned mine shafts.
8 Section 1.4 summary of work does not include these
9 scope items. Please confirm that these items are not
10 in the base scope. If they are, specify the quantity
11 and extent of each.

12 MR. DRAKE: The performance work statement
13 will be amended to include these items.

14 MS. NOEL: The performance work statement
15 states several vent pipes, wells and mine shafts are
16 identified on the design drawings for abandonment.
17 Only three mine shafts are identified on the
18 drawings. Are there vent pipes and wells?

19 MR. DRAKE: Yes. Vent pipes have not been
20 counted. There is at least one which is indicated on
21 the drawings.

22 MS. NOEL: Section 1720 refers to section
23 1300 submittals. However, section 1300 is not
24 included in the bid package. Please provide.

25 MR. DRAKE: The only submittals required

1 are those specified in the performance work statement
2 under deliverables.

3 MS. NOEL: Section 1721 surveying provides
4 a surveying accuracy of plus or minus .1 feet
5 horizontal and plus or minus .01 feet vertical, which
6 is common for fixed structures such as buildings,
7 slabs, monuments, wells, structures, benchmarks,
8 hubs, et cetera. This seems excessive for soil work.
9 Will this accuracy be required?

10 MR. DRAKE: Yes.

11 MS. NOEL: Are the engineering plans
12 available in AutoCAD format? Will they be provided
13 to the contractor upon award?

14 MR. DRAKE: Yes. We have CDs available
15 today.

16 MS. NOEL: Will the Department of
17 Transportation requirements need to be met for
18 crossing public roads?

19 MR. DRAKE: Yes.

20 MS. NOEL: Section 2140 has compaction
21 requirements with numerical standards. Section 2111
22 specifies means and methods for waste placement,
23 12-inch loose lifts and compacted with tracking or
24 wheel-rolling by heavy equipment. Please confirm the
25 compaction requirements.

1 MR. DRAKE: Section 02111 addresses
2 excavation and handling of mine and mill waste.
3 Subsection 3.6.3 provides a means and method
4 specification for mine waste placement. This
5 subsection is correct. Section 02140 addresses cover
6 soil. Subsection 3.1.1.2 provides compaction
7 requirements and numerical standards for cover soil.
8 This subsection is correct.

9 MS. NOEL: Will any excavation from subsite
10 streams, as stated in the ROD, be a part of the Waco
11 scope?

12 MR. DRAKE: No.

13 MS. NOEL: The performance work statement
14 states that the cover will include 1 foot of clay and
15 .5 feet of topsoil, but the section 2140, cover soil,
16 states that the 1-foot layer will be select fill,
17 which may be soil classifications ML, silt-low
18 plasticity, and MH, silt-high plasticity, as well as
19 clayey soils. Also, the ROD states that compacted
20 clay caps, design drawings state select fill. Which
21 specification should be used? Section 2140 also
22 allows the use of soils amended with organics in lieu
23 of topsoil. The ROD states fly ash can be used.
24 Will this be allowed?

25 MR. DRAKE: Select fill is acceptable.

1 Other things may also be acceptable but require EPA
2 approval prior to use.

3 MS. NOEL: Section L.11 states a bid
4 opening of January 29, but the SF 33 states a
5 proposal delivery date of February 7th.
6 Clarification?

7 MR. DRAKE: February 7th. This will be
8 corrected in the amendment issued as a result of this
9 meeting.

10 MS. NOEL: Will the amount of waste to be
11 removed be capped at 723,000 cubic yards, plus a
12 6-inch overexcavation? Will the contractor be
13 expected to chase contamination?

14 MR. DRAKE: No, it is not capped at 723,000
15 cubic yards. The contractor must continue until all
16 wastes are removed. Yes, the contractor is required
17 to chase contamination. See the performance work
18 statement, section 3, paragraph 2. Our estimated
19 volume of cubic yards includes a 20-percent
20 variation.

21 MS. NOEL: Okay. Those are all the
22 questions and answers we had before the site visit
23 this morning. Now, we have gotten a few more, and
24 you probably have a few more questions that you
25 thought of listening to this all. So what I would

1 like to do -- since we haven't even had a chance
2 here, and we'd like to collect any questions you
3 have -- is I'd like to take a ten-minute break so
4 that you can give us the questions and we can answer
5 the questions that we already have so that we can
6 come back right at 3:00 and continue on. Okay? If
7 you have any questions, please bring them right up
8 here.

9 (A recess was taken from 2:44 p.m. until
10 3:27 p.m.)

11 MR. DRAKE: Okay. We're set to fire back
12 up.

13 MS. NOEL: And we did hear that it was very
14 hard to hear us in the back, so my apologies to the
15 people in front if now Dave and I seem like we're
16 screaming because we're going to try to talk a lot
17 louder so those in the back can hear us better.

18 MR. DRAKE: We'll try to speak up a little
19 so everyone can hear. The quieter we all are, the
20 better the sound carries so everyone can hear.

21 Few more questions than we thought. So it
22 took a little while, but I think we've got some
23 answers down for most of the questions. The ones --
24 there are a few that we have not answered. A few
25 questions we will have to go back, research a little

1 information. We'll just include that in the
2 amendment so everyone has it if we don't answer it
3 here today. Okay.

4 MS. NOEL: All questions, if we stumble on
5 how you write them, it's your handwriting and us --
6 we're not familiar with your handwriting, so please
7 bear with us. Not that you have bad handwriting,
8 but, you know.

9 MR. STOVALL: You do.

10 MS. NOEL: Have to get used to people's
11 handwriting. Okay.

12 MR. DRAKE: Before we start, there are a
13 few CDs with PDFs of the drawings for anyone that
14 doesn't have one yet, and there's a sign-up sheet for
15 the CAD, the working CAD files, just so everyone
16 knows that. Okay.

17 MS. NOEL: All right. The road entering
18 the site on Star Valley Road has a 12-ton limit on
19 the bridge. Is there an alternate route into the
20 site? If not, will the EPA request a waiver on the
21 road limit -- or, excuse me, load limit so the
22 contractor may move equipment in and out?

23 MR. DRAKE: It is up to the contractor to
24 assess the roads entering the site and to propose
25 routes of transport.

1 MS. NOEL: What quantities/volume of soil
2 does EPA anticipate being required to haul in from
3 off-site? What, if any, requirements will be made on
4 the on-site soil sources, regrade, filling,
5 et cetera?

6 MR. DRAKE: This information is in the
7 performance work statement.

8 MS. NOEL: Is there a sequence of work, or
9 are all the tasks the sequence of work?

10 MR. DRAKE: As we've answered before, no,
11 each contract -- there is no sequence of work. I
12 mean, each contractor must look at the overall
13 project and, you know, independently propose a method
14 for doing -- for carrying out the work.

15 MS. NOEL: Page 3, task 1. Can you explain
16 why the levels are different than Jasper? I.e.,
17 Jasper had sixty-four thousand -- or, hundred parts
18 per million. This has 1200 cadmium 40 versus
19 10 parts per million.

20 MR. DRAKE: The Jasper County and Cherokee
21 County sites are two different projects. And all of
22 the risk data and assumptions were updated for the
23 Cherokee County work, so it's much more current and
24 it's a newer version. That's the primary reason.

25 MS. NOEL: Performance work statement. Can

1 biodiesel be substituted for the emission standards?

2 MR. DRAKE: We will respond to that later
3 in the amendment.

4 MS. NOEL: Sign-in sheets. Can these be
5 posted within the next day or two?

6 MR. DRAKE: Estimated for posting later
7 this week.

8 MS. NOEL: There is no section 1351, health
9 and safety. Do you intend to add one?

10 MR. DRAKE: No. The contractor must submit
11 the health and safety plan.

12 MS. NOEL: Is the health and safety level
13 given?

14 MR. DRAKE: No, the level is not given.
15 Historic work has been routine level D work, but it
16 is up to the contractor to assess and propose that.

17 MS. NOEL: Clause L.3. Requires projects
18 be performed in last three years. Can this be
19 expanded to five years?

20 MR. DRAKE: It is EPA's policy to utilize
21 performance that has occurred in the last three
22 years.

23 MS. NOEL: Clause L.4 and L.5. Says today
24 is the last date to ask questions. With subs and
25 primes getting together today, there could be other

1 questions. Please consider extending to
2 January 17th.

3 MR. DRAKE: No, it cannot be extended.

4 MS. NOEL: Clause M.2. Is the technical
5 portion a pass/fail? If no, what is the weight of
6 price versus technical?

7 MR. DRAKE: Yes, it is pass/fail. Lowest
8 price technically acceptable.

9 MS. NOEL: Performance work statement page
10 2 has 1,100,000 cubic yards, and task 1, page 3, says
11 723,000 cubic yards. Please clarify basis of bid.

12 MR. DRAKE: 1.1 million cubic yards of
13 waste are present on-site. Contractor will be
14 excavating and transporting approximately 723,000
15 cubic yards of waste under this contract.

16 MS. NOEL: What is required to be done with
17 the clearing debris, trees and brush? Can they be
18 burned, hauled off, placed in pits? What about trees
19 along the edge of the pit?

20 MR. DRAKE: Yes, the trees may be burned or
21 hauled off-site. Trees along the edge of the pit may
22 also be removed as necessary for access to the pit.

23 MS. NOEL: What levels of dust will be
24 permissible? Will OSHA standards be sufficient?

25 MR. DRAKE: Yes, OSHA standards are

1 sufficient.

2 MS. NOEL: How do you define a final
3 survey? Is it after the cover is put on, or before?

4 MR. DRAKE: This will be answered later in
5 the amendment section.

6 MS. NOEL: If during the removal of chat
7 the contractor encounters chemical drums, asbestos,
8 tanks, et cetera, would these items be disposed of
9 off-site? Is it a reimbursable change of conditions?

10 MR. DRAKE: Yes, the items would be
11 disposed of off-site. Circumstances will depend
12 whether it is a reimbursable change of conditions or
13 not.

14 MS. NOEL: What is the role of the Kansas
15 Department of Health and Environment? Will they be
16 inspecting work performed?

17 MR. DRAKE: The Kansas Department of Health
18 and Environment is the support agency. They will not
19 be formally inspecting the work.

20 MS. NOEL: This is like a three-part
21 question, but it all has one answer. Will the
22 contractor be paid based on a survey of material
23 excavated or a survey of material placed?

24 They want to know if it is based on
25 material excavated, how will it be done; or if it's

1 based on a survey of material placed how it will be
2 done. However, the answer is . . .

3 MR. DRAKE: Contractor will be paid the
4 price bid in section B, pricing schedule.

5 MS. NOEL: Is there an on-site source of
6 clay or topsoil? Identified sources off-site?

7 MR. DRAKE: No, no source is provided. The
8 contractor must assess.

9 MS. NOEL: Does the volume of 723,000 cubic
10 yards include a fluff factor? If so, then how much
11 fluff factor is included? Fluff.

12 MR. DRAKE: Yes. 20 percent.

13 MS. NOEL: Will Mr. Doss allow access to
14 his land year round? If not, when will he?

15 MR. DRAKE: Yes, he will allow access.

16 MS. NOEL: Who is a source for the emission
17 control devices?

18 MR. DRAKE: There's an EPA website that has
19 much construction, air quality language. It's also
20 under clean construction where there is a lot of
21 information. There's also a region 7 contact. His
22 name is Alan Banwart, and he can provide much
23 technical information on this topic. We will post
24 that in these minutes.

25 MS. NOEL: The bridge to the site is rated

1 at 12 ton. Is there an alternate route for heavy
2 equipment traffic?

3 MR. DRAKE: The contractor must assess and
4 propose this topic.

5 MS. NOEL: Will the final grading include
6 any access roads to the various areas of the site?

7 MR. DRAKE: No. No access roads are
8 currently shown on the drawings. However, the
9 amendment will include a description of access roads
10 to be provided by the contractor as part of the final
11 grading.

12 MS. NOEL: Depth of mine shafts and vent
13 pipes?

14 MR. DRAKE: It's highly variable.
15 Additional information will be provided in the
16 amendment.

17 MR. STOVALL: Pardon me? Could you repeat
18 that.

19 MR. DRAKE: Highly variable. Additional
20 information will be provided in the amendment.

21 MS. NOEL: Top of embankment elevation at
22 permanent sedimentation ponds?

23 MR. DRAKE: That information will also be
24 provided later in the amendment.

25 MS. NOEL: Mine waste quantity overrun

1 tolerance?

2 MR. DRAKE: That information will also be
3 provided later in the amendment.

4 MS. NOEL: Need to grub areas within waste
5 disposal areas?

6 MR. DRAKE: Yes.

7 MS. NOEL: When will the base year contract
8 be awarded?

9 MR. DRAKE: Most likely within two weeks of
10 receipt of bids. However, is subject to the
11 availability of funding.

12 MS. NOEL: Is the ROD available?

13 MR. DRAKE: Yes.

14 MS. NOEL: Any treatment on standing water?

15 MR. DRAKE: No.

16 MS. NOEL: Leach feasibility study?

17 MR. DRAKE: No.

18 MS. NOEL: Fate and transport study?

19 MR. DRAKE: No.

20 MS. NOEL: What level for PPE?

21 MR. DRAKE: Historically level D, but
22 contractor must assess.

23 MS. NOEL: Can CAD be posted on FedTeDS?

24 MR. DRAKE: No. CDs are available.

25 MS. NOEL: EPA requirements for waste

1 | tires?

2 | MR. DRAKE: Transportation and disposal of
3 | tires is governed by the state regulations. Refer to
4 | specification 02121, subsection 3.8.4.

5 | MS. NOEL: Wage determination for
6 | operators?

7 | MR. DRAKE: Wage determinations are
8 | included with the solicitation e-file.

9 | MS. NOEL: Know borrow sources for cap?

10 | MR. DRAKE: Contractor must assess.

11 | (Inaudible question.)

12 | MS. NOEL: He said he does not see
13 | operators in the wage determination. We will look at
14 | the wage determination and see what labor category,
15 | occupation, that we believe is the most apt, and we
16 | will let you know that in the amendment, okay?

17 | What is the service-disabled veteran-owned
18 | small business self-performance requirement, 50
19 | percent or something else?

20 | MR. DRAKE: 50 percent. Oh, 51 percent.

21 | MS. NOEL: 51. Is railroad ties considered
22 | special waste versus C and D?

23 | MR. DRAKE: Railroad ties can be disposed
24 | of as C and D waste or nonhazardous solid waste. If
25 | the quantity exceeds 500 tires, the landfill

1 operation may require a special waste authorization
2 from the Kansas Department of Health and Environment.

3 MS. NOEL: And he meant to say ties, not
4 tires.

5 MR. DRAKE: Ties, yeah.

6 MS. NOEL: Regarding concrete rubble, can
7 it be placed in disposal area?

8 MR. DRAKE: No.

9 MS. NOEL: What equipment weight limit both
10 on access roads and on-site?

11 MR. DRAKE: The contractor must assess.

12 MS. NOEL: Can performance period be
13 escalated?

14 MR. DRAKE: The schedule will be set by the
15 successful contractor in their PMP.

16 MS. NOEL: What are the gross cubic yards?

17 MR. DRAKE: The contractor should perform
18 independent quantity estimates.

19 MS. NOEL: How are contractors coordinated?

20 MR. DRAKE: By EPA oversight and
21 coordination.

22 MS. NOEL: What is the PM philosophy? Who
23 will perform PM function?

24 MR. DRAKE: The EPA project manager and the
25 local EPA field office representative.

1 And for those of you who have not met the
2 local field office representative, I don't think
3 we've introduced him yet Bryant, Bryant Burnett,
4 stand up back there.

5 MS. NOEL: That's him.

6 MR. DRAKE: Yes. We have established --
7 EPA has established a local field office in Galena,
8 Kansas, at the city hall. So we have a permanent
9 person stationed down in Cherokee County now, and
10 that person is Bryant Burnett. As I mentioned
11 earlier, he will primarily be the person working
12 on-site overseeing all of the work that's going on.

13 MS. NOEL: How does recent storm impact
14 topological work?

15 MR. DRAKE: Very little.

16 MS. NOEL: That's all.

17 MR. DRAKE: Is that all?

18 MS. NOEL: Those are all the written
19 questions we have at the moment that we had answers
20 to. So to this moment, those represent all questions
21 you guys have asked. Everything that we got we have
22 now answered today or told you it will be answered in
23 the amendment.

24 So now the floor is open for you to ask any
25 verbal questions. I do ask that when I call upon you

1 to ask your question you identify yourself and your
2 company and try to speak nice and clear so that we
3 can capture it for the record. Thank you.

4 Yes, sir.

5 MR. JIM HORN: I'm Jim Horn with ALT-A&M,
6 Joint Venture. I think you mentioned that the
7 contractor must develop the scope of work for the
8 base year and each option year. But the instructions
9 say that the base year and each option year must have
10 equal costs. Is that also a constraint?

11 MR. DRAKE: It does not actually state
12 that. Basically, there's a CLIN in each year of the
13 contract, base year and each option year. It's
14 either 0001, 1001 and 2001. There is a spot to put
15 your pricing in it for each year. There's nothing
16 that says that it must be the same amount.

17 MR. JIM HORN: I think there is. I think
18 you should look at your instructions.

19 UNIDENTIFIED SPEAKER: Page B2.

20 MS. NOEL: Page what?

21 UNIDENTIFIED SPEAKER: B2.

22 MS. NOEL: Page B2, yeah. Let me look.

23 But I think that's an assumption. Page B2, not B1.

24 Okay. It says -- that is basically -- let
25 me tell you what it says. Okay. What it says is,

1 consequently, CLIN 0001 would be applicable to
2 one-third of the project, CLIN 1001 to one-third,
3 CLIN 2001 to one-third. That is as an example. Each
4 would be applicable to one third of the overall
5 project price.

6 MR. DRAKE: That was only an example.

7 MS. NOEL: That's an example. You are not
8 bound to have it exactly the same. It's going to be
9 dependent on what type of schedule you set for
10 yourself to be able to complete all the work in a
11 three-year period. And so that would be set by how
12 you have set your project management plan.

13 MR. JIM HORN: Also going to be dependent
14 on the amount of funds available, which we have no
15 idea.

16 MS. NOEL: No, this is not dependent on the
17 amount of funds available. What you bid is not
18 related to the amount of funds available. This is a
19 fixed-price contract. It doesn't matter how much
20 money we have. It doesn't matter if it's a little
21 more or a little less. It's X amount of dollars,
22 what you think is the right amount for that. And
23 when I determine who is the low bidder overall, I
24 will be including the base year and both option
25 years. So if one of your years costs more than

1 another of your years, that's no skin off my nose.
2 It doesn't matter because I'm going to be looking at
3 all three together, that aggregate total.

4 MR. JIM HORN: So that won't affect the
5 selection of bidders?

6 MS. NOEL: No. It's going to be the
7 overall price.

8 MR. JIM HORN: Yeah. Okay.

9 MS. NOEL: Now, what it will affect -- if
10 you do have different prices in the different
11 years -- is the amount of your incentive CLIN. Since
12 that's based on a percentage, that's going to change.

13 MR. JIM HORN: Yeah, I understand that.
14 How quickly will this amendment that you keep
15 referring to be issued to the bidders?

16 MS. NOEL: We estimate that it will be late
17 this week. She has 48 hours to give us an electronic
18 version of everything that was said today. We hope
19 to be able to have any question that we couldn't
20 answer today also ready so that I'd be able to get
21 that to headquarters. Headquarters does all our
22 posting. So I have to have it ready to get it to
23 them and they have to be able to post. So I'm hoping
24 by the end of the week. I cannot guarantee it, but
25 that's my goal.

1 MR. HORN: Okay. Well, one of my requests
2 in my written questions and requests was that you
3 provide the ground elevations -- ground surface
4 elevations of the test pits. I don't think that was
5 addressed.

6 MS. NOEL: There was something about ground
7 elevations.

8 MR. DRAKE: I think that was a question we
9 were going to respond --

10 MR. STOVALL: Answer.

11 MR. WAYNE SMITH: Let me make a comment on
12 that. The test pits were taken in the field, and
13 coordinates were obtained with a hand-held GPS. We
14 then transferred those coordinates onto the AutoCAD
15 drawings. The hand-held GPS is accurate horizontally
16 to about five meters. So I can't -- we can't give
17 you a precise elevation. We've plotted them as
18 accurate as we can with that instrument on the
19 AutoCAD drawings. I think for your use, that should
20 be close enough.

21 MR. JIM HORN: And you've given the
22 coordinates for the test pits on the drawings?

23 MR. WAYNE SMITH: They're shown on the
24 drawings, the location. There's a symbol and the
25 test pit designation.

1 MR. JIM HORN: I'd just like to make one
2 other request. With the amount of changes in the
3 amendment and you've just now provided the AutoCAD, I
4 really think an extension of the bid opening is
5 warranted. That's just my opinion.

6 MS. NOEL: He says that with us just now
7 providing AutoCAD CDs -- and some of you that have
8 requested the AutoCAD CD will obviously not get it
9 for a couple more days -- he thinks that we should
10 extend the date of the bid opening in order to have
11 plenty of time to make an informed bid.

12 We will definitely take that under
13 consideration, but we'll have to talk about that.
14 I'm not prepared to say yes or no right at this
15 moment.

16 MR. DRAKE: We'll consider it.

17 MS. NOEL: Sir, he was -- okay.

18 MR. TURGAY ERTUGRUL: Turgay Ertugrul with
19 A&M Engineering. The question is going back to the
20 base year and option years. Say theoretically if you
21 do the work and the cost, 90 percent of it, in the
22 base year and 10 percent of it the option year, I
23 know there's a time limit for the material to be
24 settling and whatever. Is that -- and zero for the
25 option year 3. Is that something that -- that's what

1 | you guys are looking for, or is it acceptable for the
2 | scope of the project?

3 | MR. DRAKE: I mean, it's really up to
4 | each -- that's hard to answer. I mean, it's really
5 | up to each contractor to propose, you know, the
6 | optimum way that they feel the work can be done.
7 | This work can be staged and done in many combinations
8 | of multiyear periods. So from a contracting
9 | perspective, it's very flexible. You know, we're not
10 | dictating that, you know, X, Y and Z be done in a
11 | certain time frame. There's a lot of flexibility for
12 | each individual firm to come up with a plan that they
13 | feel will work.

14 | And, you know, as Marie stated -- as Marie
15 | stated before, you know, we're looking at the total
16 | price. So it's the total cost. Total cost is the
17 | most important factor. Now how that is spread out
18 | over the multiyear period, you know, is up to each
19 | contractor to really propose and evaluate. And we'll
20 | just be considering all of your proposals. So
21 | there's really no one answer to that question.

22 | MS. NOEL: And you wouldn't get like extra
23 | points for doing it extra fast because this is going
24 | to be based on lowest price technically acceptable.

25 | MR. TURGAY ERTUGRUL: Over a three-year

1 period.

2 MS. NOEL: Yes, maximum of a three-year
3 period. So we're allowing three years to get it
4 done. If you get it done faster, great, but three
5 years is your max.

6 MR. TURGAY ERTUGRUL: Okay. Well, that's
7 what I wanted to clear up.

8 MR. JIM HORN: I had one other question.
9 Jim Horn with ALT-A&M. We have another contractor
10 placing waste in this disposal area, and we have to
11 provide the final cover. We have no idea what the
12 schedule of this other contractor's going to be from
13 these other two sites.

14 MR. DRAKE: Right.

15 MR. JIM HORN: So how do we time this, you
16 know, this three-year proposal?

17 MR. DRAKE: Right. We are anticipating
18 that the second contract will be let sometime this
19 summer. So there should be an additional Cherokee
20 County contract that will go out for the Badger and
21 Lawton subsites. And someone will be selected
22 probably in the summer '08 time frame. And that
23 contractor will start working and be on schedule to
24 deliver those wastes to those areas in -- some of the
25 waste to the area in Waco. Other waste will remain

1 in the Lawton area and be consolidated there. I
2 won't get into the details of the new work. It's not
3 really pertinent for this discussion. But another
4 contractor will be selected to do that. And, you
5 know, everyone will be interfacing.

6 MS. NOEL: So one of the question -- part
7 of the question's you want to know is this is out of
8 your control when you get that -- when you get that.
9 So the answer to that is, if you are at a standstill
10 and cannot go further because you are waiting on this
11 fill that hasn't come in yet, then that's a whole
12 different issue. And what that would be considered
13 would be a government-caused delay. So if that kind
14 of a thing occurred, we would have to look at that
15 for an equitable adjustment. And I don't mean just
16 one day you were waiting, but, you know.

17 MR. JIM HORN: Yeah, I know what you mean.

18 MS. NOEL: Sir, you had a question.

19 MR. TURGAY ERTUGRUL: Well, I'm ALT and --
20 with A&M and ALT. One of the questions when you
21 answered on the volumes, you said 723,000 yards
22 includes a 20-percent fudge factor. Is that true? I
23 mean, that's a very important question because if you
24 already include that 20 percent, then the bidders
25 should know about that since the information so far

1 provided is not detailed enough that we can generate
2 those numbers.

3 MR. DRAKE: Well, the 20-percent factor is
4 actually clearly stated in the performance work
5 statement. I wrote that paragraph in, and the
6 language is in the performance work statement. And
7 how we arrived at that, as you may know, we did
8 several test pits all across the site. And we
9 estimated volumes based on these pits as well as
10 updated aerial photography. Now, when we did the
11 total estimate, we adjusted that factor, as you would
12 call it, a fudge factor or whatever term you want to
13 apply to it. So we did apply that factor already in
14 there. And that's clearly stated in the information
15 that everyone has today. And we've answered it I
16 think maybe three to five times today already too.
17 So we've been talking about that and I think
18 answering that question sufficiently.

19 MS. NOEL: Other questions? Yes.

20 MR. PAUL LOUPE: Since it's a government
21 project --

22 MS. NOEL: Please state your name and your
23 company name for her, please.

24 MR. PAUL LOUPE: Paul Loupe, Gulf States.

25 (Inaudible.)

1 MS. NOEL: Do we operate under the FAR; is
2 that what you're asking? Yes, we do.

3 MR. DRAKE: F-A-R.

4 MS. NOEL: The FAR, Federal Acquisition
5 Regulation. Yes, we do. This is all subject to FAR.
6 I have to go by FAR. What is it that you think we're
7 not doing by FAR.

8 MR. PAUL LOUPE: I've never bid a federal
9 job without putting up a bid bond.

10 MS. NOEL: Oh. Well, I understand that.
11 We find that that severely limits our competition,
12 and we don't want that.

13 MR. PAUL LOUPE: If you can't get a bid
14 bond, you can't get a bond, so I don't understand.

15 MS. NOEL: Well, we have tried it with them
16 and without them, and we seem to do much better with
17 performance and payment bonds and forgetting about
18 the bid bond. So think of it as a gift. You don't
19 have to have a bid bond.

20 MR. PAUL LOUPE: Instead of me putting up
21 100 percent of a performance and payment bond, I only
22 have to put up 20 percent is what you're saying?

23 MS. NOEL: Correct.

24 MR. PAUL LOUPE: Cool.

25 MS. NOEL: Yeah. It's good for you.

1 MR. DRAKE: I remind everyone we need to
2 speak up. She's trying to really record everything
3 that is said. And there's a number of reasons.
4 Because a lot of people interested -- a lot of people
5 interested in bidding on this contract are not here.
6 There are other people that will probably be bidding
7 on this that aren't in the room today. So the reason
8 we're doing this is to post this and have this out
9 available to everyone. A lot of people who are
10 bidding did not go on the site tour, they're not
11 attending the pre-bid meeting. So if you're
12 wondering why we're doing all this, it's to be as
13 fair as we can be because we want it to be
14 competitive, we want it to be open, we want it to be
15 fair. That's why we're taking pains to hopefully not
16 all, you know, speak and have all of this recorded.
17 It's mainly for the benefit of everyone that's not
18 here today. So just as a reminder, she's having a
19 little difficulty, I think, when people are in the
20 back of the room and not speaking loud enough or
21 maybe clearly enough.

22 MS. NOEL: More questions? Yes, sir.

23 MR. ROBERT RUSE: Robert Ruse, TTL. Just a
24 quick question clarification on your 51 percent of
25 the work for the SDV0SB, I think. Is that total

1 project cost or 51 percent of the labor total?

2 MS. NOEL: Total project. Yes, sir.

3 MR. JAMES MARSH: James Marsh, Eagle-Peak,
4 JV. Question in reference to concrete rubble. Does
5 it have to be hauled off-site, if there's any
6 concrete rubble encountered?

7 MR. STOVALL: Answer.

8 MR. DRAKE: Historically -- go ahead.

9 MR. WAYNE SMITH: I believe we made the
10 comment earlier that we would not allow disposal of
11 concrete rubble. But as you traveled the site today,
12 you saw some millworks foundations and concrete. The
13 intent is to break that material up, incorporate it
14 into the waste and dispose of it on-site. We
15 wouldn't want you to bring concrete rubble onto the
16 site, but what's there we should be able to dispose
17 of in with the waste.

18 MS. NOEL: More questions? Remember, this
19 is your last opportunity.

20 MR. DRAKE: I think verbally we should
21 correct one prior response. I think there was a
22 question on the vertical and horizontal surveying
23 controls. And I think one of those controls was .01
24 and another control was .1. The intent was to have
25 both of those controls only be .1. So I think I

1 might have answered that previously in error. So
2 those would be the control standards.

3 MS. NOEL: Sounds like that might be a
4 correction that will be in the amendment. Yes, Jim.

5 MR. JIM HORN: Jim Horn, ALT-A&M. Is
6 aerial topography okay for the initial and other
7 surveys?

8 MR. DRAKE: We can -- I'm not certain.
9 We'll just --

10 MR. STOVALL: What was the question?

11 MS. NOEL: Is aerial topography sufficient
12 for doing the surveys?

13 MR. DRAKE: Photography.

14 MS. NOEL: Photography of the topography.

15 MR. JIM HORN: The other thing I had was
16 the water in the pits, can it just be disposed to
17 local drainage as it's displaced?

18 MR. DRAKE: We're not planning on any
19 treatment of the water at all. So there will be no
20 treatment requirements on the water. The thought was
21 that we could just fill the pits and hopefully not
22 fill them at a rate that causes the pits to overtop.
23 But really don't be concerned about treatments
24 options for the pit water.

25 MR. STOVALL: What was the answer to his

1 first question on topography?

2 MR. DRAKE: He was asking the means of
3 surveying, and he brought up aerial photography. We
4 told him we would respond in the amendments to that.

5 MR. ART CORDES: Art Cordes of Cordes
6 Contracting. Does my partner's technical experience
7 count, or are you just going to solely base it off of
8 my company's technical experience?

9 MS. NOEL: If you're proposing as a team --

10 MR. ART CORDES: Right.

11 MS. NOEL: -- then we take in the team's
12 experience.

13 Other questions? Yes, sir.

14 MR. AUBREY CARLTON: My name's Aubrey
15 Carlton, JSA Campbell. Relevant to background and
16 experience, you said when proposing as a team, the
17 team's competence is taken into consideration. What
18 about a general or a prime with subcontractors,
19 assignment for -- you want to break down the
20 structure for assignments of various contracts, how
21 about that?

22 MS. NOEL: If it is outlined in your
23 project management plan that you already have
24 existing agreement with a particular company to be
25 your subcontractor and your company is going to be

1 doing this part of the work, then we will consider
2 that part of your team. But these need to be
3 existing agreements. You can't just say, well, we
4 think we're going to use somebody, because we don't
5 know what's going to happen there.

6 MR. AUBREY CARLTON: I mean having a joint
7 venture. We don't have to have a joint venture
8 arrangement.

9 MS. NOEL: No, you do not have to have a
10 formal joint venture agreement. But remember still
11 then, most especially because you don't have a joint
12 venture, 51 percent has to be your company if you're
13 prime.

14 MR. DRAKE: We had a -- just one second,
15 sir. We had a prior question that kind of relates to
16 this that we did not answer. Someone had made the
17 request that for everyone in the room, they were
18 interested in knowing who might be the prime
19 contractors and who might be the subcontractors. And
20 I think it's probably a good opportunity maybe for
21 the people that are possibly the primes to maybe
22 become aware or get to know the subcontractors. I
23 think that was the spirit of that comment. And I
24 don't know really the best way to do that, if each
25 firm would like -- would maybe like to stand up and

1 list their company's name and whether they are
2 intending to be the prime or a sub. I don't know if
3 we formally want to go through the room and do that,
4 but I think that question was brought up to us. And
5 since everyone's here, maybe that's a good exercise
6 to do if we want to just start here at the head --

7 MR. RAMADAN ABDELSALAM: Why don't we do it
8 on checklist where everybody wrote their names to
9 state if it's prime.

10 MS. NOEL: Well, I was thinking perhaps we
11 could ask anyone intending to be a prime to stand up
12 and have everybody look at them so that after the
13 meeting you can try to network with them.

14 MR. DRAKE: There are many subcontractors
15 here.

16 MS. NOEL: It's not so intrusive. It's
17 quicker.

18 MR. RAMADAN ABDELSALAM: I agree with her.
19 Stand up, you know, and just meet outside and do what
20 you want.

21 MS. NOEL: Yeah. That way you get a chance
22 to see who it is, recognize their face and get in
23 their face.

24 MR. DRAKE: All the prime -- if you're a
25 prime contractor, stand up, if you don't mind.

1 MS. NOEL: Okay. So everybody take a look
2 here. So if you're wanting some subcontract work,
3 look at these individuals standing up, and these are
4 the people that you're going to want to make contact
5 with, do a little networking so that you can get in
6 on this project.

7 UNIDENTIFIED SPEAKER: What if we left our
8 cards with you for the prime?

9 MS. NOEL: The only --

10 UNIDENTIFIED SPEAKER: Why don't you just
11 put it on the sign-in sheet?

12 MS. NOEL: Well, do you want to have us
13 reroute this and put S or P by each one of your
14 names?

15 MR. RAMADAN ABDELSALAM: We can highlight
16 it. You know what I mean?

17 MR. STOVALL: Tell you what we're going
18 to -- this is what we're going to do. On the
19 right -- on the left side -- left column, beside your
20 name, put a P for prime and an S if you're looking to
21 be a sub. On the left-side column -- there's no
22 title. On the far left column, put a P if you're
23 looking to be a prime -- that means a
24 service-disabled veteran-owned company, prime -- and
25 put an S if you expect to be a sub. You still know

1 who's here, but then you'll have a written thing of
2 all the names and addresses and phone numbers of
3 folks.

4 MS. NOEL: That way it won't really take up
5 any more time. We can do this as we answer
6 questions. Yes, sir.

7 MR. TURGAY ERTUGRUL: I have a question
8 regarding --

9 MS. NOEL: Identify, please, again.

10 MR. TURGAY ERTUGRUL: Turgay Ertugrul with
11 ALT and A&M, Joint Venture. Performance -- you know,
12 past performance of the company. If you have a
13 disabled-vet company bidding as a prime which don't
14 have any experience or they have minimum experience
15 and they're going to do 51 percent of the work
16 minimum and you got subcontractors who are
17 experienced, that subcontractor's experience, would
18 that qualify for that prime contractor's experience
19 that will do 51 percent of the work?

20 In other words, if you have a --
21 disabled-vet company has -- it's in concrete work,
22 for example. Has no experience in this kind of work,
23 and then you are bidding it with other subcontractors
24 that has experience, but you're the one going to do
25 51 percent of the work.

1 MS. NOEL: And you have no experience in
2 the particular kind.

3 MR. TURGAY ERTUGRUL: And you have no
4 experience.

5 MS. NOEL: I'm sorry to say that I would
6 not consider you responsible if the prime has no
7 relevant experience. They need to bring something to
8 the table because they are responsible for
9 51 percent.

10 Now, if it's a joint venture arrangement,
11 that is not the same thing as having the prime and
12 the sub. So if you're a true joint venture on paper,
13 legal everything, then one of the companies could
14 have all the experience and the other one perhaps is
15 really good at managing or something, you know, bring
16 something. But in a regular situation when you're
17 not an actual joint venture, if the prime has no
18 experience, that's a bit more risk than we're willing
19 to take.

20 MR. TURGAY ERTUGRUL: Okay. That's what I
21 wanted to clarify.

22 MS. NOEL: Yes.

23 MR. PAUL LOUPE: So as for what you're
24 saying now -- Paul Loupe.

25 MR. DRAKE: State your name, sir.

1 MR. PAUL LOUPE: L-O-U-P-E. Technical
2 approach have to be turned in with the bid?

3 MS. NOEL: A technical protest?

4 MR. PAUL LOUPE: A technical approach.

5 MS. NOEL: Oh, approach. No. Well, let me
6 take that back. You're going to give us a project
7 management plan with the bid, a draft project
8 management plan. So that's going to be providing the
9 approach that you wish to take, along with the
10 proposed schedule that you believe you want to go
11 for.

12 MR. PAUL LOUPE: So we have to turn in the
13 schedule and the technical approach also, both.

14 MS. NOEL: The schedule should be a portion
15 of your project management plan. It's something that
16 would be included in that plan. It will be draft.
17 We'll finalize it afterward. But we have to know
18 that you have a good understanding of what it is that
19 we're wanting to have done and what time frame that
20 you're looking at.

21 MR. PAUL LOUPE: On the schedule, you want
22 Primavera, software, scheduling software?

23 MR. DRAKE: Right. We really haven't put
24 any strict requirements on the scheduling format, so
25 it's up -- you know, each contractor can elect to do

1 it in the way that they desire to do it. So it's not
2 structured.

3 MS. NOEL: As long as you give it to us in
4 hard copy, it won't matter if we have the capability
5 to read it and it's electronic.

6 MR. PAUL LOUPE: I can turn you in a
7 one-line document or a schedule, or I can turn you in
8 a Primavera that's going to have about 20 sheets to a
9 job that's going to last three years. It's totally
10 up to you what you want.

11 MR. DRAKE: Well, and I think it's up to
12 each contractor as to how they -- you know, what kind
13 of proposal that they're comfortable with as far as
14 submitting it and providing information to us. So
15 you have to make a business decision on how specific
16 or --

17 MR. PAUL LOUPE: It's odd on doing that
18 because on an IFP, you normally do not turn that in.
19 An IFP by the FAR is strictly a dollar contract
20 clause.

21 MS. NOEL: That's correct. I won't argue
22 that point. However, we are asking for a draft
23 schedule. And it is okay for us to ask for whatever
24 we would like.

25 MR. PAUL LOUPE: Right. But usually if you

1 put out an IFP or an RFP, you put it out as that.

2 You don't --

3 MS. NOEL: I am not -- excuse me, sir, but
4 we are not having this be an RFP because we are not
5 evaluating your proposals and giving you a grade, a
6 percentage, a number, whatever, and taking a higher
7 technical, you know, that sort of thing.

8 Price is the driving factor. We are using
9 the schedule with -- and the project management plan,
10 all the various documents that you're giving us that
11 we're requiring you to give us, with the bid as a
12 tool for us to help -- to help us decide your
13 responsibility.

14 MR. PAUL LOUPE: Right. Well, see, the
15 problem I have with that part of the schedule is,
16 okay, say like if I want to move enough equipment and
17 manpower over here and knock this job out in five
18 months, okay, but then later you're telling me I got
19 to come back in when you let out another contractor
20 bring in so many yards. Still we don't know that,
21 how many yards the other contractor's going to bring
22 in, and we have to cap that. And that might be two
23 years -- that might be in the -- let's say the -- in
24 the third year -- the last month of the third year.

25 MS. NOEL: Well, I truly doubt that.

1 However, it's possible. That is why we have this
2 three-year window here. It gives you more time. It
3 gives us more time. You know, there are some unknown
4 factors, yes. That would be one of them.

5 MR. PAUL LOUPE: Okay.

6 MS. NOEL: All right? Any other questions?
7 Are you sure now? Remember, this is going to be it.
8 I've said it before, but I'm going to tell you this
9 at least three or four times because I'm not going to
10 take any. If we say this is over, then it's really
11 over. Think real hard real quick. I'll give you a
12 minute to think. I could play the Jeopardy do-do,
13 do-do, do . . .

14 Yes, sir.

15 MR. CUNANE: Joe Cunane, Guardian
16 Environmental. Can we contact the property owner to
17 gather information that will benefit us on our
18 proposal?

19 MS. NOEL: I would say that would -- that
20 you should not. He's a private individual, and you
21 should deal directly with EPA and only EPA. If
22 there's something that you need to know, you could
23 ask EPA; and if it's appropriate, we could go to the
24 property owner. We would not like you to be going
25 direct to the property owner.

1 MR. JOE CUNANE: Okay. The question I had
2 is with reference to access to the property. And
3 some of the information that I'm looking for would
4 help in our project plan. Access via the bridge. We
5 own the bridge. Let's say, for instance, the bridge
6 were to collapse or damage to existing roadways, and
7 we do not know if there's access via adjacent
8 property.

9 MS. NOEL: Well, adjacent property though,
10 you would have to get access from whoever owned that
11 property.

12 MR. JOE CUNANE: Exactly.

13 MS. NOEL: I guess our answer is, there's
14 no legal way we can stop you from asking an
15 individual for anything. However, you know, it also
16 may not be received real well. You know, I can't say
17 what some property owner's going to tell you because
18 we're not dealing with the adjacent person.

19 MR. JOE CUNANE: I don't want to plan to
20 replace a million dollar bridge or two bridges, for
21 that matter.

22 MS. NOEL: I understand. Right now the
23 bridge -- well, we talked about the bridge a little
24 bit before. And obviously, the tonnage limit, the
25 load limit, is not that high. And so given what that

1 information says, your equipment would have to be
2 under the load limit or you would be at risk for
3 replacing the bridge should it fall down.

4 Well, I heard a lot of grumbling. So
5 surely that must meant that that brought some
6 questions to other people's minds, something. Don't
7 be afraid to ask a question.

8 MR. PAUL LOUPE: No. We can't hear what
9 you're saying up there. We don't know what you're
10 saying really. We can't hear you.

11 MS. NOEL: Well, did you hear he was
12 asking --

13 MR. PAUL LOUPE: No.

14 MS. NOEL: -- about access --

15 MR. PAUL LOUPE: No.

16 MS. NOEL: -- Via other ways than what you
17 saw today?

18 MR. PAUL LOUPE: That's what I'm saying.
19 We can't hear.

20 MS. NOEL: Okay. Well, that's what he was
21 asking about. He was asking if there was, you know,
22 another way to go because the load limit on the
23 bridge was -- 12 tons -- 12 tons, and some equipment
24 is very heavy and, you know, it's more than that load
25 limit would take. He doesn't want to be responsible

1 for repairing a bridge because he --

2 MR. PAUL LOUPE: Question. Who owns the
3 bridge, the State or the County?

4 MS. NOEL: Is it a private bridge?

5 MR. DRAKE: It's probably a county bridge.

6 MR. PAUL LOUPE: You could go to that
7 county and get a waiver.

8 MR. MATT PINAMONTI: Highway 71 is a mile
9 to the east. I don't know on culverts, but I mean
10 that would be your way around the bridge.

11 MR. DRAKE: Right, right.

12 MR. MATT PINAMONTI: Highway 71 is a mile
13 to the east.

14 MR. STOVALL: We can't really hear the
15 question nor the answer.

16 MR. MATT PINAMONTI: I said Highway 71 is
17 roughly a mile to the east, so that would be your way
18 around the 12-ton limit.

19 MR. DRAKE: Please state your name.

20 MR. MATT PINAMONTI: Matt Pinamonti,
21 Heckert Construction.

22 MR. DRAKE: Right. So there are many
23 alternate ways to consider the hauling, many
24 alternate routes. I think it's back to the same
25 answer that we've had before. It's just really up to

1 each contractor to look at various routes and
2 potential ways to haul the material.

3 MS. NOEL: Because if you do do damage, you
4 will be liable if you're exceeding something and you
5 haven't gotten a waiver if you can get a waiver or
6 something, you know.

7 MR. PAUL LOUPE: Can you mark on your
8 drawings showing the alternate route on your drawing?
9 That would be a simple thing to do.

10 MR. DRAKE: I mean, we really haven't
11 developed any alternate route.

12 MR. PAUL LOUPE: What I'm saying, where we
13 went today though, that's the only way into that
14 property?

15 MR. DRAKE: No, no.

16 MR. PAUL LOUPE: That's what I'm saying.
17 There's more ways than one.

18 MR. DRAKE: Right.

19 MR. PAUL LOUPE: It could be addressed in
20 the addendum. Somebody's got to know the answer.
21 The landowner's right there. I'm sure you all can
22 just simply ask him.

23 UNIDENTIFIED SPEAKER: Yeah, there are
24 several different ways into the place as far as, you
25 know, the load limit.

1 MR. WAYNE SMITH: I'm going to speak from
2 memory here about the drawings, so I'll spend a few
3 minutes and address that. We came in from the north
4 entrance. The drawings also show a south entrance
5 that's at the southeast corner of the Waco site.
6 That's actually on waste areas to be remediated by
7 that private property. There's agreement with
8 private property and EPA to allow both contractors
9 access to their work areas for purposes of access.
10 So you all have two points of entrance into the site
11 from public roads, that being the one we saw today at
12 the north, then there's one south not too far from
13 state line. I believe it's a little bit west of
14 state line.

15 The county roads where there are bridges
16 and culverts, that's a problem. They're all weight
17 limit. You'll need to spend some time talking to the
18 county engineer, other contractors working in the
19 area and figure out how you're going to get your
20 heavy equipment into the site. But that we don't
21 view as our responsibility.

22 MS. NOEL: Thank you, Wayne. Any other
23 questions? Are we sure?

24 MR. AUBREY CARLTON: Can I make
25 announcement?

1 MS. NOEL: Did I see a hand? Yes.

2 MR. AUBREY CARLTON: An announcement when
3 you're done.

4 MS. NOEL: Oh. Will I announce it when --

5 MR. AUBREY CARLTON: (Inaudible)

6 MS. NOEL: Oh. Well, sure.

7 MR. STOVALL: While he's thinking of
8 another question or a comment --

9 MR. DRAKE: Not a question, really. Just a
10 quick comment. I guess we just wanted to emphasize
11 again that the property we went on today, Mr. Doss's
12 property, is private property. So, you know, there
13 should be no further access to Mr. Doss's property.
14 This was the opportunity to go on the pre-bid site
15 walk this morning, but, you know, no one else should
16 trespass or go onto his property, you know, for any
17 purpose -- any further purpose, just to state that.

18 MR. STOVALL: Okay. And let me say we'll
19 let you make an announcement if it's related to this
20 particular site and project and EPA.

21 MR. AUBREY CARLTON: Yes.

22 MR. STOVALL: But before he does that, let
23 me just say -- not that we're close, but I want to
24 make sure I get in. On behalf of EPA, we do strongly
25 and very much appreciate your interest in this

1 project. We understand that it takes time and money
2 to drive here to look at the project, it takes time
3 and money to sit and decide what you're going to do
4 about it, and it also takes time and money to decide
5 to bid and make the bid. And we do fully, fully
6 appreciate that.

7 As you've seen from this contract, if
8 you're not familiar with how the Kansas City office
9 does contracting, we're very serious about doing
10 business with small businesses. Other agencies,
11 other offices of our agency does not believe the way
12 we do in terms of whether it be bid bonds or
13 percentage of performance bonds or even having what's
14 called a pre-bid conference. We're sincere about
15 doing small business work, and for that our office
16 leads the country in EPA in terms of small business
17 activity. So we do appreciate it. And we hope you
18 decide to bid on this project. We want you to win.
19 We want everyone to win. We're going to be having a
20 number of other contracts coming up, some in the
21 general area, some other parts of Missouri and
22 Kansas, Iowa and Nebraska. But we do appreciate you
23 taking the time. We would like for you to make a
24 good, strong effort to see if this is something you'd
25 be interested in and can make money on and would love

1 for you to submit a bid and be ready to fulfill it if
2 and when you get the contract. So thanks for coming.
3 We really appreciate your time and effort today.

4 MS. NOEL: Yes, sir.

5 MR. DRAKE: Yes, sir.

6 MR. BOBBY TEMPLIN: One question I failed
7 to ask back when we were talking about bonding. My
8 name's Bobby Templin with LATA, L-A-T-A. The
9 irrevocable letter of credit in lieu of bonding, what
10 dollar specification goes with that?

11 MS. NOEL: You know, we have never had
12 anyone do that yet. So I would have to get back on
13 that because I have to actually do a little research.

14 MR. BOBBY TEMPLIN: So on the amendment?

15 MS. NOEL: Yeah, I'll let you know in the
16 amendment what that would be for that. I'll write it
17 down.

18 MR. BOBBY TEMPLIN: (Inaudible) Roughly in
19 the same amount as the bond would be?

20 MS. NOEL: That's what I would assume, but
21 I'm going to check with legal to make sure.

22 MR. BOBBY TEMPLIN: Okay. I didn't see it
23 in the --

24 MS. NOEL: It doesn't have a place for it
25 in the clause itself like it does in the other

1 clauses for performance and payment bonds, for some
2 reason.

3 MR. TOM WILLIAMS: Tom Williams, NEIE.

4 MR. STOVALL: Louder.

5 MR. TOM WILLIAMS: If you enter into a
6 joint venture to utilize --

7 MR. DRAKE: Excuse me, sir. What --

8 MR. STOVALL: Start with your name and your
9 company.

10 MR. TOM WILLIAMS: Tom Williams, NEIE. If
11 you enter into a joint venture to utilize your
12 teammates' experience, does that have to be done
13 formally --

14 MS. NOEL: Yes.

15 MR. TOM WILLIAMS: -- and applied for
16 under --

17 MS. NOEL: Yes. Did everybody hear his
18 question? Well, no response.

19 UNIDENTIFIED SPEAKER: No.

20 MS. NOEL: No? He wanted to know if you do
21 enter into a joint venture, does it have to be done
22 formally? And I said, yes, it does.

23 Okay. Any other questions? Okay. I'm
24 going to ask this one last time. This is the last
25 time. Are you sure you have no questions?

1 Okay. Officially, this pre-bid conference
2 is now over. No further questions will be
3 entertained. Before we leave, however, I believe his
4 name was Aubrey --

5 MR. AUBREY CARLTON: Aubrey.

6 MS. NOEL: -- wanted to make a statement.

7 MR. AUBREY CARLTON: First of all, not
8 being patronizing, but I follow the public law 108,
9 and I really do appreciate how the EPA's handling
10 this contract acquisition.

11 My name is Aubrey Carlton, CEO and founder
12 of JSA Campbell & Associates, Chicago, Illinois. The
13 reason I'm making this assertion is that I intend to
14 contact each of you subs by e-mail, and I want you to
15 remember who I am when you get the e-mail so that you
16 can respond to me with your level of interest and
17 skill level in working with us. So that you all know
18 that I hope you'll get back to me.

19 MS. NOEL: Thank you. Did anyone else wish
20 to make a statement? Okay then. Good luck to you
21 all, and I hope to work with all of you sometime.

22

23

24

25