

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER <p style="text-align: center;">DACW67-03-B-0011</p>	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED <p style="text-align: center;">6 June 2003</p>	PAGE OF PAGES <p style="text-align: center;">1</p>
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			

4. CONTRACT NUMBER <p style="text-align: center;">DACW67-03-C-0015</p>	5. REQUISITION/PURCHASE REQUEST NUMBER <p style="text-align: center;">W68MD9-3128-3254</p>	6. PROJECT NUMBER
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7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-CU PO Box 3755 Seattle, WA 98124-3755	CODE <p style="text-align: center;">W68MD9</p>	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-CU Seattle, WA 98124-3755 HAND CARRY: Preston Conference Room 4735 East Marginal Way South Seattle, WA 98134-2385 BID OPENING ROOM: Preston Conference Room
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9. FOR INFORMATION CALL	A. NAME See Information Page inside Front Cover	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) See Information Page inside Front Cover
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):
Furnish all labor, materials and equipment and perform all work for Riley Creek Modernization at Albeni Falls Dam, Oldtown, Idaho in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

1. Solicitation DACW67-03-B-0011 dated 6 June 2003 with 3 amendments.
2. Wage Determinations: ID030001 with 0 modifications
3. Drawings as listed in Section 00800
4. See page 00010-3 for alterations to Contract

NOTE: Award will be made pursuant to the Small Business Competitive Demonstration Program.

11. The Contractor shall begin performance within 10 calendar days and complete it within * calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See * Paragraph SC-1, 00800.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS <p style="text-align: center;">10</p>
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time 8 July 2003 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
 - B. An offer guarantee is, is not required.
 - C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
 - D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)
OHNO CONSTRUCTION COMPANY
9416 M.L. KING JR. WAY S.
SEATTLE, WA 98118
 Tax ID No: **91-0919645** DUNS No: **04-748-7293**
 eMail: **OHNOCC4254BS**

CODE _____ FACILITY CODE _____

15. TELEPHONE NUMBER (Include area code) **206.325.1529** FAX: **206.324.8063**
 16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer accepted by the Government in writing within 61 calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS  See page 00010-5

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	<u>1</u>	<u>2</u>	<u>3</u>						
DATE	<u>6/27/03</u>	<u>7/9/03</u>	<u>7/03/03</u>						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) **YOSHIO OHNO, PRESIDENT**
 20B. SIGNATURE 
 20C. OFFER DATE **7-17-03**

AWARD (To be completed by Government)

21. ITEMS ACCEPTED
 Line Items: 0001 thru 0005

22. AMOUNT **\$2,139,790.00**
 23. ACCOUNTING AND APPROPRIATION DATA **\$100,000.00**
SEE ALTERATION PAGE

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  ITEM **26**
(4 copies unless otherwise specified)
 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

26. ADMINISTERED BY CODE _____
United States Army Corps of Engineers Seattle District
Northwest Area Office
PO Box 92146
Tillicum, WA 98492-0146

27. PAYMENT WILL BE MADE BY
US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD. (Contractor is not required to sign this document.) You offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)
 31A. NAME OF CONTRACTING OFFICER (Type or print)
SHARON GONZALEZ
CONTRACTING OFFICER

30B. SIGNATURE _____ 30C. DATE _____ 31B. UNITED STATES OF AMERICA BY  31C. AWARD DATE **8/6/03**

Portions of this contract are altered as follows:

See Section 00800, SPECIAL CLAUSES. The following clauses have been altered to meet contract requirements:

FAR 52.211-10	Commencement, Prosecution, and Completion of Work (APR 1984)
FAR 52.211-12	Liquidated Damages—Construction (SEP 2000)
FAR 52.228-5	Insurance – Work on a Government Installation (JAN 1997)
FAR 28.307-2	Required Insurance
FAR 52.236-16	Quantity Surveys (APR 1984)
EFARS 52.231-5000	Equipment Ownership and Operating Expense Schedule (MAR 1995)

The following Clause is changed to reflect funding:

52.232-5001 -- Continuing Contracts (Mar 1995)

As prescribed at 32.705-100(a), insert the following clause in civil works solicitations and contracts:

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 **\$100,000.00** 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.

This project has Base and Optional Line Items. Below is a breakout of each line item and each one is identified as a Base or Optional item. The Contractor must use the contract CLINs as broken out in this table when submitting invoices.

<u>CLIN'S</u>	<u>AMOUNT</u>	<u>CLIN'S</u>	<u>AMOUNT</u>
*BASE ITEMS		**OPTIONAL ITEMS	
0001	\$ 1,885,500.00	0006	\$ 107,500.00
0002	\$ 136,600.00	0007	\$ 92,200.00
0003		0008	\$ 39,300.00
0003AA	\$ 15,100.00	0009	\$ 235,700.00
0003AB	\$ 44,750.00	0010	\$ 209,000.00
0003AC	\$ 11,250.00	0011	\$ 198,300.00
0003AD	\$ 1,590.00	0012	\$ 112,000.00
0004	\$ 25,000.00	0013	\$ 31,350.00
0005	\$ 20,000.00	0014	\$ 19,000.00
TOTAL BASE ITEMS	\$ 2,139,790.00	0015	\$ 66,300.00
		0016	\$ 152,900.00
		TOTAL OPT ITEMS	\$ 1,263,550.00
		GRAND TOTAL	\$ 3,403,340.00

*Base Items will be awarded at this time.

**Optional Items will not be awarded at this time.

NOTE: The Accounting Classification is identified as follows:

ACRN AA: 96X31220000 082433 3230G13597000200 NA 96453
 AMOUNT: \$100,000.00

END OF ALTERATIONS TO CONTRACT

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, HARLAN WEBER, certify that I am the CURRENT Secretary of the Corporation named as Contractor herein; that YOSHIO OHNO, who signed this contract on behalf of the Contractor was then PRESIDENT of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE ITEMS					
0001	All Work for Riley Creek Modernization Except for Items Separately Priced, Complete	1	Job	LS	\$ <u>1,885,500.00</u>
0002	All work for Addition and Alterations to Building RC-2, Raven Loop Restroom, Complete	1	Job	LS	\$ <u>136,600.00</u>
0003	Selective Tree, Stump and Root Removal and Disposal				NSP
0003AA	6-Inch to 12-Inch Diameter Tree, Including Stump and Roots	100	EA	\$ <u>151.00</u>	\$ <u>15,100.00</u>
0003AB	Over 12-inch to 18-Inch Diameter Tree, Including Stump and Roots	250	EA	\$ <u>179.00</u>	\$ <u>44,750.00</u>
0003AC	6-Inch to 12-Inch Diameter Stump, Including Roots	125	EA	\$ <u>90.00</u>	\$ <u>11,250.00</u>
0003AD	Over 12-Inch to 18-Inch Diameter Stump, Including Roots	15	EA	\$ <u>106.00</u>	\$ <u>1590.00</u>
0004	All Work for As-Built Drawings	1	Job	LS	\$25,000
0005	All Work for O&M Manuals	1	Job	LS	\$20,000
TOTAL - BASE ITEMS					\$ <u>2,139,790.00</u>
OPTIONAL ITEMS					
0006	All work for Addition and Alterations to Building RC-1 Nighthawk Loop Restroom, Complete	1	Job	LS	\$ <u>107,500.00</u>
0007	All work for Alterations to RC-4 Beach Restroom, Complete	1	Job	LS	\$ <u>92,200.00</u>
0008	All work for Alterations to Building RC-3 Picnic Area Restroom	1	Job	LS	\$ <u>39,300.00</u>

SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
OPTIONAL ITEMS					
0009	"Athletic and Recreational Improvements" in Work Area "A," Complete	1	Job	LS	\$ <u>235,700.00</u>
0010	All work for Building RC-5 Picnic Shelter, Complete	1	Job	LS	\$ <u>209,000.00</u>
0011	"Recreational Improvements" in Work Area "B," Complete	1	Job	LS	\$ <u>198,300.00</u>
0012	All work for Building RC-7 Gate House, Complete	1	Job	LS	\$ <u>112,000.00</u>
0013	All work for Building RC-6 Storage Building, Complete	1	Job	LS	\$ <u>31,350.00</u>
0014	All work for Alterations to Amphitheater, Complete	1	Job	LS	\$ <u>19,000.00</u>
0015	All work for "Dog Island" Improvements, Complete	1	Job	LS	\$ <u>66,300.00</u>
0016	All work for Piers and Pier Extension, Complete	1	Job	LS	\$ <u>152,900.00</u>
TOTAL - OPTIONAL ITEMS					\$ <u>1,263,550.00</u>
TOTAL - BASE AND OPTIONAL ITEMS					\$ <u>3,403,340.00</u>

Notes:

1. Payment under CLIN 0003 will be made only for the actual number of trees and stumps removed.
2. The dollar amounts established in Items 0004 and 0005 shall not be revised by bidders.