

|   |   |  |  |                           |
|---|---|--|--|---------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NUMBER<br><b>DACW67-03-B-0012</b> | 2. TYPE OF SOLICITATION<br><input checked="" type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br><b>June 24, 2003</b> | PAGE OF PAGES<br><b>1</b> |
|---|---|--|--|---------------------------|

**IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.**

|   |   |   |
|---|---|---|
| 4. CONTRACT NUMBER<br><b>DACW67-03-C-0016</b>   | 5. REQUISITION/PURCHASE REQUEST NUMBER<br><b>W68MD9-3147-4168</b> | 6. PROJECT NUMBER   |
| 7. ISSUED BY<br>Seattle District, Corps of Engineers<br>ATTN: CENWS-CT-CB-CU<br>PO Box 3755<br>Seattle, WA 98124-3755 | CODE<br><b>W68MD9</b>   | 8. ADDRESS OFFER TO<br>Seattle District, Corps of Engineers<br>PO Box 3755 ATTN: CENWS-CT-CB-CU<br>Seattle, WA 98124-3755<br><br>HAND CARRY: Preston Conference Room<br>4735 East Marginal Way South<br>Seattle, WA 98134-2385<br>BID OPENING ROOM: Preston Conference Room |
| 9. FOR INFORMATION CALL   | A. NAME<br>See Information Page inside Front Cover                | B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)<br>See Information Page inside Front Cover   |

**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 Inner Grays Harbor Maintenance Dredging at Grays Harbor, Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

1. Solicitation No. DACW67-03-B-0012 dated 24 June 2003 with 1 amendments.
2. Wage Determinations: WA030001 with 0 modifications)
3. Drawings as listed in Section 00800
4. See page 00010-3 for alterations to Contract

11. The Contractor shall begin performance within 5 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?  
(If "YES," indicate within how many calendar days after award in Item 12B.)

YES  NO

12B. CALENDAR DAYS

5

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time July 24, 2003 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelope 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)<br>DUTRA DREDGING COMPANY<br>1000 POINT SAN PEDRO ROAD<br>SAN RAFAEL, CA 94901<br>Tax ID No: 68-0343998 DUNS No: 009-469-768<br>eMail: hstewart@dutragroup.com | 15. TELEPHONE NUMBER (Include area code)<br>415/258-6876 FAX: 415/482-6617<br>16. REMITTANCE ADDRESS (Include only if different than Item 14) |
| CODE 04GD7 FACILITY CODE  |   |

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 65 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. | 0001    |  |  |  |  |  |  |  |  |
| DATE          | 6-25-03 |  |  |  |  |  |  |  |  |

|   |                    |                                  |
|---|--------------------|----------------------------------|
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)<br>Harry K. Stewart, President | 20B. SIGNATURE<br> | 20C. OFFER DATE<br>July 24, 2003 |
|---|--------------------|----------------------------------|

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED

Line Item: 0001 thru 0007

|                              |   |
|------------------------------|---|
| 22. AMOUNT<br>\$6,664,000.00 | 23. ACCOUNTING AND APPROPRIATION DATA<br>\$1,000,000.00<br>96X31230000 082433 3230001VM8006770 NA 96453 |
|------------------------------|---|

|   |            |  |
|---|------------|--|
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM<br>26 | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) |
|---|------------|--|

|   |  |
|---|--|
| 26. ADMINISTERED BY CODE<br>United States Army Corps of Engineers Seattle District<br>ATTN: CENWS-OD<br>PO Box 3755<br>Seattle, WA 98124-2255 | 27. PAYMENT WILL BE MADE BY<br>US Army Corps of Engineers Finance Center<br>CEFC-AO-P<br>5722 Integrity Drive<br>Millington, TN 38054-5005 |
|---|--|

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

|   |   |
|---|---|
| <input type="checkbox"/> 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. | <input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. The 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) | 30B. NAME OF CONTRACTING OFFICER (Type or print)<br>CHERYL A. ANDERSON<br>CONTRACTING OFFICER |
|--|---|

|                    |           |                                     |                                 |
|--------------------|-----------|-------------------------------------|---------------------------------|
| 30B. SIGNATURE<br> | 30C. DATE | 31B. UNITED STATES OF AMERICA<br>BY | 31C. AWARD DATE<br>29 July 2003 |
|--------------------|-----------|-------------------------------------|---------------------------------|

STANDARD FORM 1442 BACK (REV. 4-85)

Portions of this contract are altered as follows:

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

52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)  
52.211-12 Liquidated Damages—Construction (SEP 2000)  
52.236-4 Physical Data (APR 1984)

The following Clause is incorporated 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 **\$1,000,000.00** 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.

NOTE: The Accounting Classification is identified as follows:

ACRN AA: 96X31230000 082433      3230001VM8006770      NA 96453  
AMOUNT: \$1,000,000.00

The contractor, Dutra Dredging Company, Incorporated, Small Business Subcontracting Plan, dated 28 July 2003, has been approved by Small Business Administration, and is incorporated into this said contract.

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, DAVID E. WERNER, certify that I am the ASSISTANT Secretary of the Corporation named as Contractor herein; that HARRY K. STEWART, who signed this contract on behalf of the Contractor was then THE 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.

 (CORPORATE  
Assistant (Secretary) SEAL)  
David E. Werner

**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. |
|-------|------------|---------------------|
| _____ | <u>N/A</u> | _____               |
| _____ | _____      | _____               |
| _____ | _____      | _____               |
| _____ | _____      | _____               |

03038/II  
 FY03/04 Inner Harbor Maintenance Dredging, Grays Harbor, Wa.

**SCHEDULE**

| Item No. | Description of Item   | Quantity | Unit | Unit Price         | Amount                                     |
|----------|---|----------|------|--------------------|--|
| 0001     | Mobilization and Demobilization   | 1        | JOB  | L.S.               | \$684,000 <sup>us</sup>                    |
| 0002     | Dredging and Disposal of Crossover Reach Dredged Material (Station 715+93 to 862+49):                                     |          |      |                    |  |
| 0002AA   | First 200,000 C.Y.  | 200,000  | C.Y. | \$4 <sup>us</sup>  | \$800,000 <sup>us</sup>                    |
| 0002AB   | Over 200,000 C.Y.   | 200,000  | C.Y. | \$3 <sup>us</sup>  | \$700,000 <sup>us</sup>                    |
| 0003     | Dredging and Disposal of North Channel Dredged Material (Station 862+49 to 1005+71):                                      |          |      |                    |  |
| 0003AA   | First 50,000 C.Y.   | 50,000   | C.Y. | \$4 <sup>us</sup>  | \$200,000 <sup>us</sup>                    |
| 0003AB   | Over 50,000 C.Y.  | 50,000   | C.Y. | \$4 <sup>us</sup>  | \$200,000 <sup>us</sup>                    |
| 0004     | Dredging and Disposal of Hoquiam Reach Dredged Material (Station 1005+71 to 1156+02):                                     |          |      |                    |  |
| 0004AA   | First 50,000 C.Y.   | 50,000   | C.Y. | \$4 <sup>us</sup>  | \$200,000 <sup>us</sup>                    |
| 0004AB   | Over 50,000 C.Y.  | 50,000   | C.Y. | \$4 <sup>us</sup>  | \$200,000 <sup>us</sup>                    |
| 0005     | Dredging and Disposal of Cow Point Dredged Material, including Cow Point Turning Basin (Station 1156+02 to 1251+87):      |          |      |                    | 800,000 <sup>us</sup>                      |
| 0005AA   | First 200,000 C.Y.  | 200,000  | C.Y. | \$4 <sup>us</sup>  | <del>\$800,000</del> 800,000 <sup>us</sup> |
| 0005AB   | Over 200,000 C.Y.   | 200,000  | C.Y. | \$4 <sup>us</sup>  | \$800,000 <sup>us</sup>                    |
| 0006     | Dredging and Disposal of Elliott Slough Turning Basin Dredged Material (Station 1381+75 to 1394+37):                      |          |      | (4 <sup>us</sup> ) |  |
| 0006AA   | First 35,000 C.Y.   | 35,000   | C.Y. | \$4 <sup>us</sup>  | \$140,000 <sup>us</sup>                    |
| 0006AB   | Over 35,000 C.Y.  | 35,000   | C.Y. | \$4 <sup>us</sup>  | \$140,000 <sup>us</sup>                    |
| 0007     | Redredging and Disposal in Jan/Feb 04 of Cow Point Reach, including Cow Point Turning Basin (Station 1156+02 to 1251+87): |          |      |                    |  |
| 0007AA   | First 400,000 C.Y.  | 400,000  | C.Y. | \$4 <sup>us</sup>  | \$1,600,000 <sup>us</sup>                  |
| 0007AB   | Over 400,000 C.Y.   | 200,000  | C.Y. | \$1 <sup>us</sup>  | \$200,000 <sup>us</sup>                    |
| TOTAL    |   |          |      |                    | \$6,664,000 <sup>us</sup>                  |