

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER DACW67-03-R-0012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 7 April 2003	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			

4. CONTRACT NUMBER DACW67-03-C-0014	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-3070-95254	6. PROJECT NUMBER
--	---	-------------------

7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-CU PO Box 3755 Seattle, WA 98124-3755	CODE W68MD9	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
---	----------------	---

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
-------------------------	--	---

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 Existing Outlet Tunnel, Untensioned Rock Bolt Installation and Drain Hole Cleaning at Howard Hanson Dam, Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

1. Solicitation DACW67-03-R-0012 dated April 7, 2003 with 4 amendments.
2. Wage Determinations: WA030001 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 10
---	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:
- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time May 7, 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 90 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)

JENSEN DRILLING Co.
1775 HENDERSON AVE.
EUGENE, OR 97403

15. TELEPHONE NUMBER (Include area code)

(541) 726-7435

FAX: (541) 726-6140

16. REMITTANCE ADDRESS (Include only if different than Item 14)

Tax ID No: 93-0666179 DUNS No: 00-967-4300
eMail: dennym@jensendrilling.com

CODE 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 90 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	0002	0003	0004					
DATE	4/15/03	4/18/03	4/29/03	5/1/03					

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

DENNIS W. MCBREEN - PROJ. MGR.

20B. SIGNATURE

DWM MCBreen

20C. OFFER DATE

5/6/03

AWARD (To be completed by Government)

1. ITEMS ACCEPTED

Items 0001 through 0009

22. AMOUNT

\$377,751.00

23. ACCOUNTING AND APPROPRIATION DATA

SEE ALTERATIONS PAGE 00010-3

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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.) Your 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 PERSON AUTHORIZED (Type or print)

SHARON GONZALEZ
CONTRACTING OFFICER

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY *Sharon Gonzalez*

7/22/03

ALTERATIONS IN CONTRACT
(FAR 52.252-4 (APR 1984))

PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

1. Contract Awarded Amount is \$377, 751.00; obligated amount is \$200,000.00.
2. Accounting and Appropriation Data:

96 NA X 3122.0000 | G3 X 08 2433 007790 96453 3230 KF751L
3. Wage Decision No. WA030001 dated 6/13/2003 is hereby incorporated and made a part of the contract.
4. The Administrative Contracting Officer is Jim Ulrich, CENWS-EC-NW-MC, (253)966-4394.
5. The Alternate Administrative Contracting Officer is Troy Collins, CENWS-EC-NW-FL, (253)966-4379.
6. The following clause is incorporated into and made a part of the contract:

CONTINUING CONTRACTS (ALTERNATE) (MAR 1995) - EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$200,000.00 has been reserved for this contract and is available for payment 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. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) 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.

(d) 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 this 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.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this 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.

(f) 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 a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) 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.

(h) 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 other wise 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 at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) 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 this 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.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)

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, JERRY J. JENSEN, certify that I am the SECRETARY-TREASURER Secretary of the Corporation named as Contractor herein; that DENNIS W. MCBREEN, who signed this contract on behalf of the Contractor was then PROJECT MANAGER 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 SEAL)
(Secretary)

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.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

03026/CS
 Existing Outlet Tunnel, Untensioned Rock Bolt Installation and Drain Hole Clearing,
 Howard Hanson Dam, Green River, WA

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 Untensioned Rock bolt Installation and Drain Hole Clearing, Except for Items 0002 Through 0009	1	JOB	L.S.	\$ <u>17,000</u>
0002	Mobilization and Demobilization	1	JOB	L.S.	\$ <u>47,000</u>
0003	Drain Hole Clearing				
0003AA	First 640 LF	640	LF	\$ <u>27</u>	\$ <u>17,280</u>
0003AB	All Over 640 LF	200	LF	\$ <u>17</u>	\$ <u>3,400</u>
0004	#9, GR 75 Rock Bolts				
0004AA	First 3300 LF	3300	LF	\$ <u>33</u>	\$ <u>108,900</u>
0004AB	All Over 3300 LF	500	LF	\$ <u>27</u>	\$ <u>13,500</u>
0005	#11, GR Rock Bolts				
0005AA	First 1943 LF	1943	LF	\$ <u>37</u>	\$ <u>71,891</u>
0005AB	All Over 1943 LF	500	LF	\$ <u>31</u>	\$ <u>15,500</u>
0006	Recessed Finished Holes				
0006AA	First 222 Each	222	EA	\$ <u>165</u>	\$ <u>36,630</u>
0006AB	All Over 222 Each	50	EA	\$ <u>100</u>	\$ <u>5,000</u>
0007	All Work for Water Quality Management	1	JOB	L.S.	\$ <u>27,000</u>
0008	Emergency Demobilization and Remobilization	1	JOB EA	L.S. <u>11,500</u>	\$ <u>11,500</u>
0009	Standby Equipment and Crew	7	DAY	\$ <u>450</u>	\$ <u>3,150</u>

TOTAL BID \$ 377,751⁰⁰

NOTE: Contract clause Variation in Estimated Quantity in Section 00700 does not apply to Bid Items 0008 and 0009. If Emergency Demobilization and Remobilization and Standby of Equipment and Crew is used, the Contractor will be paid the unit price for the actual number of moves out of the work demobilization and remobilization and for number of standby days of equipment and crew as described in the Section 01025 in the technical specifications. If Emergency Demobilization and Remobilization and Standby of Equipment and Crew does not occur, Bid Items 0008 and 0009 will not be used and the Government will issue a credit modification for each unused bid item in its entirety.

