SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE OF PAGES

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
DACA67-02-C-0218	DACA67-02-R-0221	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	June 10, 2002	W68MD9-2100-6176

7. ISSUED BY CODE
USA Engineer District, Seattle
ATTN: CENWS-CT
PO Box 3755, Seattle, WA 98124-3755
Tel: 206-764-6853
Fax: 206-764-6817

8. ADDRESS OFFER TO *(If other than Item 7)*
See Item 7 or Handcarry to: Seattle District, USACE
4735 E. Marginal Way South
Seattle, WA 98134

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located Contracting Division, 2nd Floor, Col C-5 until 2:00 PM *(Hour)* local time July 10, 2002 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: J.Alex Smith | B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*: (206)764-6804

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COST				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	1 %	1.5 %	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
1	06/12/02	3	07/08/02
2	06/21/02	4	07/08/02

15A. NAME AND ADDRESS OF OFFEROR — CODE ____ FACILITY ____
Thermal Remediation Services, Inc.
2325 Hudson St.
Longview, WA 98632

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* David Fleming
Vice President or
Michael Dodson, President

15B. TELEPHONE NO. *(Include area code)* 425-396-4266

15C. ☐ CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE David Fleming

18. OFFER DATE 09-18-02

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED
Items 0001 thru 0006 and Option Item 0008AC, 0026, 0027, 0029 and 0031AF

20. AMOUNT $2,389,898.00

21. ACCOUNTING AND APPROPRIATION
SEE ALTERATIONS IN CONTRACT

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c) ( ) ☐ 10 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM See Section G

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE
US ARMY CORPS OF ENGINEERS FINANCE CENTER
CEFC-AO-P
5722-INTEGRITY DR, MILLINGTON, TN 38054-5004

26. NAME OF CONTRACTING OFFICER *(Type or print)*
CHERYL A. ANDERSON

27. UNITED STATES OF AMERICA
Cheryl A. Anderson
(Signature of Contracting Officer)

28. AWARD DATE 28 Sept 2002

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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

Portions of this contract are altered as follows:

1. Incorporated herein is revised bid schedule. See Attached bid schedule.

2. Items accepted for Contract Award are the Base Items 0001 through 0006 and option item 0008AC, 0026, 0027, 0029, and 0031AE.

3. The Government reserves the right to exercise Option Items as prescribed in 17.208(d),

OPTION FOR INCREASED QUANTITY (MAR 1989)
The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise options by written notice to the Contractor 720 days after award. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

3. The Contracting Officer's Representative (COR) is: Troy Collins
Telephone: (253)966-4379

4. The Alternate Contracting Officer's Representative (Alt COR) is: Jim Ulrich
Telephone: (253)966-4394

5. The total contract amount obligated for the Base Item, as stated in Section G, paragraph G.3, "Accounting And Appropriation Data", is $2,389,898.00. The Accounting and Appropriation data is as follows:

21220200000 088082 3230741KH049300814000 EN VR 35026

5. MEASUREMENT AND PAYMENT

Section 01270 Measurement and Payment has been revised and incorporated herein. Measurement and Payment revisions are identified as R0005.

6. BID SCHEDULE

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
BASE ITEMS					
0001	All Work for Mobilization and Demobilization	1	JOB	LS	$191,000
0002	Remedial Action Management Plan	1	JOB	LS	$376,000
0003	All Work for In-Situ Thermal Remediation Base Items, except Base Items 0001, 0002, and 0004 through 0006	1	JOB	LS	$143,000
0004	Abandon Existing Monitoring Wells near and within NAPL Treatment Area 1	350	LF	$45.71	$16,000
0005	In-Situ Thermal Remediation System Infrastructure Installation for NAPL Treatment Area 1				
0005AA	In-Situ Thermal Remediation System Infrastructure Installation for NAPL Treatment Area 1, except Items 0005B, 0005C, and 0005D	1	JOB	LS	$1,191,000
0005B	Fuel Storage Facilities	1	JOB	LS	$1,000
0005AC	Water Storage Facilities	1	JOB	LS	INCLUDED $0
0005AD	Water Supply Line installation	1	JOB	LS	INCLUDED $0
0006	NAPL Treatment Area 1 System Installation Completion Report	1	JOB	LS	$37,000
				TOTAL FOR BASE LINE ITEMS 0001 THROUGH 0006	**$1,955,000**
OPTION ITEMS - NAPL TREATMENT AREA 1					
0007	All Work for In-Situ Thermal Remediation of NAPL Treatment Area 1, except Area 1 Option Items 0008 through 0010	1	JOB	LS	INCLUDED $0
0008	Operation and Maintenance for In-Situ Thermal Remediation of NAPL Treatment Area 1 at Required Temperature for 60 Days				
0008AA	All Work for Operation and Maintenance for In-Situ Thermal Remediation of NAPL Treatment Area 1 at Required Temperature for 60 Days, Except 8B, 8C, & 8D.	1	JOB	LS	$1,872,000

0008AB	Propane	54,000	GAL	1.54	$83,000
0008AC	Air Stripper with GAC	4 2	MO MO	$95000.00 $2000.00	$380,000.00 $4000.00
0008AD	Flameless Thermal Oxidizer	4 2	MO MO	96500.00 $2,000.00	$386,000 $4000.00
0009	Abandon Subsurface Injection Wells and/or Infiltration Gallery(ies) Installed by Contractor for Remediation of NAPL Treatment Area 1	1	JOB	LS	$160,000.00
0010	NAPL Treatment Area 1 Completion Report	1	JOB	LS	$71,000.00
OPTION ITEMS - NAPL TREATMENT AREA 2					
0011	All Work for In-Situ Thermal Remediation of Area 2, except Area 2 Option Items 0012 through 0015	1	JOB	LS	$117,000.00
0012	Subsurface Infrastructure Installation for NAPL Treatment Area 2	1	JOB	LS	$1,876,000.00
0013	Operation and Maintenance for In-Situ Thermal Remediation of NAPL Treatment Area 2 at Required Temperature for 60 Days, except Item 0012				
0013AA	All Work for Operation and Maintenance for In-Situ Thermal Remediation of NAPL Treatment Area 2 at Required Temperature for 60 Days, Except 13B, 13C, & 13D.	1	JOB	LS	$2,122,000.00
0013AB	Propane	54,000	GAL	1.65	$89,000.00
0013AC	Air Stripper with GAC	4 2	MO MO	29000.00 $4,000.00	$116,000.00 $4,000.00
0013AD	Flameless Thermal Oxidizer	4 2	MO MO	$161000.00 $2,000.00	$644,000.00 $4,000.00
0014	Abandon Subsurface Wells and Infiltration Gallery(ies) Installed by Contractor for Remediation of NAPL Treatment Area 2	1	JOB	LS	$236,000.00
0015	NAPL Treatment Area 2 Completion Report	1	JOB	LS	$83,000.00
OPTION ITEMS - NAPL TREATMENT AREA 3					
0016	All Work for In-Situ Thermal Remediation of Area 3, except Area	1	JOB	LS	$40,000.00

	3 Option Items 0017 through 0020				
0017	Subsurface Infrastructure Installation for NAPL Treatment Area 3	1	JOB	LS	$917,000.00
0018	Operation and Maintenance for In-Situ Thermal Remediation of Area 3 at Required Temperature for 60 Days, except Item 0017				
0018AA	All Work for Operation and Maintenance for In-Situ Thermal Remediation of NAPL Treatment Area 3 at Required Temperature for 60 Days, Except 18B, 18C, & 18D.	1	JOB	LS	$1,221,000.00
0018AB	Propane	54,000	GAL	1.76	$95,000.00
0018AC	Air Stripper with GAC	4 2	MO MO	$36,000.00 $2,000.00	$146,000.00 $4,000.00
0018AD	Flameless Thermal Oxidizer	4 2	MO MO	$32,000.00 $2000.00	$128,000.00 $4000.00
0019	Abandon Subsurface Well(s) and Infiltration Gallery(ies) Installed by Contractor for Remediation of NAPL Treatment Area 3	1	JOB	LS	$119,000.00
0020	NAPL Treatment Area 3 Completion Report	1	JOB	LS	$62,000.00
OPTION ITEMS - EXTENDED TREATMENT TIME FOR NAPL TREATMENT AREAS 1, 2, AND 3					
0021	Extended Operation Time for In-Situ Thermal Remediation of 30,900 CY				
0021AA	Extended Operation Time for In-Situ Thermal Remediation of 30,900 CY	15	DAY	$13,900.00	$208,500.00
0021AB	Extended Operation Time for In-Situ Thermal Remediation of 30,900 CY	30	DAY	$13,900.00	$417,000.00
0021AC	Extended Operation Time for In-Situ Thermal Remediation of 30,900 CY	60	DAY	$13,900.00	$834,000.00
0021AD	Extended Operation Time for In-Situ Thermal Remediation of 30,900 CY	60	DAY	$13,900.00	$834,000.00
0021AE	Extended Operation Time for In-Situ Thermal Remediation of 30,900 CY	90	DAY	$13,900.00	$1,251,000.00
0022	Extended Operation Time for In-Situ Thermal Remediation of 50,200 CY				
0022AA	Extended Operation Time for In-Situ Thermal Remediation of 50,200 CY	15	DAY	$18,500.00	$277,500.00
0022AB	Extended Operation Time for In-Situ Thermal Remediation of 50,200 CY	30	DAY	$18,500.00	$555,000.00
0022AC	Extended Operation Time for In-Situ Thermal Remediation of 50,200 CY	60	DAY	$18,500.00	$1,110,000.00
0022AD	Extended Operation Time for In-Situ Thermal Remediation of 50,200 CY	60	DAY	$18,500.00	$1,110,000.00
0022AE	Extended Operation Time for In-Situ Thermal Remediation of 50,200 CY	90	DAY	$18,500.00	$1,665,000.00

0023	Extended Operation Time for In-Situ Thermal Remediation of 20,100 CY				
0023AA	Extended Operation Time for In-Situ Thermal Remediation of 20,100 CY	15	DAY	$13,200.00	$198,000.00
0023AB	Extended Operation Time for In-Situ Thermal Remediation of 20,100 CY	30	DAY	$13,200.00	$396,000.00
0023AC	Extended Operation Time for In-Situ Thermal Remediation of 20,100 CY	60	DAY	$13,200.00	$792,000.00
0023AD	Extended Operation Time for In-Situ Thermal Remediation of 20,100 CY	60	DAY	$13,200.00	$792,000.00
0023AE	Extended Operation Time for In-Situ Thermal Remediation of 20,100 CY	90	DAY	$13,200.00	$1,188,000.00
OPTION ITEMS - EXPANSION OF NAPL TREATMENT AREAS 1, 2, AND 3					
0024	Installation for In-Situ Thermal Remediation System of Expanded Area				
0024AA	Installation for In-Situ Thermal Remediation System of Expanded Area to 19 Feet BGS	20	100 SF	$1,960.00	$39,200.00
0024AB	Installation for In-Situ Thermal Remediation System of Expanded Area to 30 Feet BGS	40	100 SF	$2,710.00	$108,400.00
0024AC	Installation for In-Situ Thermal Remediation System of Expanded Area to 33 Feet BGS	50	100 SF	$2,879.00	$143,950.00
0024AD	Installation for In-Situ Thermal Remediation System of Expanded Area to 47 Feet BGS	30	100 SF	$4,040.00	$121,200.00
0025	Operation and Maintenance for In-Situ Thermal Remediation System of Expanded Area for 60 Days				
0025AA	Operation and Maintenance for In-Situ Thermal Remediation System of Expanded Area to 19 Feet BGS for 60 Days	20	100 SF	$2,120.00	$42,400.00
0025AB	Operation and Maintenance for In-Situ Thermal Remediation System of Expanded Area to 30 Feet BGS for 60 Days	40	100 SF	$2,280.00	$91,200.00
0025AC	Operation and Maintenance for In-Situ Thermal Remediation System of Expanded Area to 33 Feet BGS for 60 Days	50	100 SF	$2,290.00	$114,500.00
0025AD	Operation and Maintenance for In-Situ Thermal Remediation System of Expanded Area to 47 Feet BGS for 60 Days	30	100 SF	$2,340.00	$70,200.00
OPTION ITEMS - GENERAL					
0026	Abandon Two Infiltration Galleries and Associated Piping	1	JOB	LS	$9,000.00
0027	Abandon Infiltration (Injection) Wells	2	JOB	$2,150.00	$4,300.00

0028	Remobilization				
0028AA	Remobilization	1	JOB	LS	$71,600.00
0028AB	Remobilization	1	JOB	LS	$43,600.00
0028AC	Remobilization	1	JOB	LS	$43,600.00
0029	Abandon Existing Monitoring Wells	550	LF	$43.64	$24,000.00
0030	Cost and Performance Report at the Completion of All Work	1	JOB	LS	$51,000.00
OPTIONAL ITEMS - SAMPLING AND OFF-SITE DEFINITIVE ANALYTICAL LABORATORY SERVICES, AND REPORTING					
0031	Sampling and Off-Site (Fixed) Definitive Analytical Laboratory Testing, and Reporting (with 72-hour turnaround time and 20-day submittal of full data package)				
0031AA	AIR: VOCs (TCE, DCE, TCA, PCE, and VC) Analysis by TO-14 for Perimeter Monitoring (72-hour turnaround) Note: Samples will be collected by SUMMA canister	100	each	$440.00	$44,000.00
0031AB	AIR: VOCs (TCE, DCE, TCA, PCE, and VC) Analysis by SW-846 EPA Methods 8260 or 8021 for QC of Primary Air Performance and Compliance Analysis (72-hour turnaround time)	100	each	$286.00	$28,600.00
0031AC	GW: VOCs (TCE, DCE, TCA, PCE, and VC) Analysis by SW-846 EPA Methods 8260 or 8021 analysis for QC of Primary Water Performance and Compliance Analysis (72-hour turnaround time)	100	each	$132.00	$13,200.00
0031AD	NAPL: VOCs Analysis by SW-846 EPA Method 8260 full TAL (72-hour turnaround time)	26	each	$182.00	$4,732.00
0031AE	NAPL: RCRA 11 (physical description, flash-point, pH, compatibility, cyanide, sulfide, lead, mercury, halogen content, sulfur content, and heating value in BTUs; 72-hour turnaround time)	26	each	$523.00	$13,598.00
0031AF	CARBON (liquid- or vapor-phase) and SPENT FILTERS: TCLP-VOCs, TCLP-SVOCs, TCLP-Metals (72-hour turnaround time)	20	each	$913.00	$18,260.00
0031AG	CARBON (liquid- or vapor-phase) and SPENT FILTERS: RCRA 11 (physical description, flash-point, pH, compatibility, cyanide, sulfide, lead, mercury, halogen content, sulfur content, and heating value in BTUs; 72-hour turnaround time)	20	each	$523.00	$10,460.00

PAY ITEMS SUMMARY					
				TOTAL FOR BASE LINE ITEMS 0001 THROUGH 0006	$1,955,000
				TOTAL FOR OPTIONAL LINE ITEMS 0007 THROUGH 0031	$23,726,000
				TOTAL FOR ALL CONTRACT LINE ITEMS 0001 THROUGH 0031	$25,681,000

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 Fleming, certify that I am the TRS vice president & Secretary of the Corporation named as Contractor herein; that Michael Dodson, who signed this contract on behalf of the Contractor was then President, TRS 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.

David Fleming (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.

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