

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER DACW67-03-B-0001	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 9 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-0011	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-2050-2890	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 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
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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 Coeur D'Alene River Bank Protection, Wallace Idaho in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

1. Solicitation DACW67-03-B-0001 dated April 9, 2003 with 2 amendments.
2. Wage Determinations: ID020001 with 16 modifications
3. Drawings as listed in Section 00800A
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 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? <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
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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 9 May 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 0 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) D.G. & S. Co. P.O. Box 219 Kingston, Id. 83839 Tax ID No: 82-0324145 DUNS No: 07-818-8141 eMail: dgscompany@AOL.com	15. TELEPHONE NUMBER (Include area code) (208) 682-3330 FAX: (208) 682-9146 16. REMITTANCE ADDRESS (Include only if different than Item 14)
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 _____ 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.	1	2							
DATE	4-11-03	4-30-03							

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Scott Nearing, President	20B. SIGNATURE 	20C. OFFER DATE 5-8-03
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED

0001 thru 0004

22. AMOUNT \$687,830.00	23. ACCOUNTING AND APPROPRIATION DATA SEE Alterations Page, 00010-3
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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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
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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.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print) SUSAN K. SHERRELL Contracting Officer		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE 11 June 03

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, Deborah Nearing, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that Scott Nearing, 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.

Deborah Nearing (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.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Portions of this contract are altered as follows:

1. The following Davis Bacon Wage Rate is incorporated into the contract and made a part thereof: General Decision Number ID020001, Modification 16, dated 04/18/2003.
2. Total awarded amount is \$687,830.00. Total obligated amount is \$687,830.00.

Accounting and Appropriation Data

Line Items 0001AB and 0004AB

96X31220000 082433 3230D11KHB095102 NA 96453 \$348,980.00 Federal

Line Items 0001AA and 0004AA

96X88620000 082433 3230D11KHB095102 NA 96453 \$223,100.00 Local

Line Items 0002 and 0003

96X49020000 082433 323043815DNA NA 96453 \$115,750.00 Betterment

3. Items 0001-0004 are hereby accepted for award. Option Items 0005-0007, if awarded, will be incorporated by modification.
4. SC-6. CONTINUING CONTRACTS (EFARS 52.232-5001) (MAR 1995), in part, is hereby revised as follows:
(b) The sum of \$687,830.00 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.

Standard Form 1442, Block 26

Eastern Environmental Resident Office
1005 McKinley Avenue
Kellogg, ID 83837

Remit Payments to:

Spokane Area Office
P. O. Box 1929
Airway Heights, WA 99001-1929

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Coeur D'Alene River Bank Protection, Wallace Idaho

SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE ITEM					
0001	All Work for River Bank Protection Except for Items Separately Listed, Complete	1	JOB	L.S.	\$552,080 ⁰⁰
0002	Excavation (Unclassified)				
0002AA	First 4,000 cubic yards	4,000	CY	\$8.25	\$33,000 ⁰⁰
0002AB	Over 4,000 cubic yards	4,000	CY	\$8.25	\$33,000 ⁰⁰
0003	Backfill (Obtained from On-Site Material)				
0003AA	First 1,000 cubic yards	1,000	CY	\$8.50	\$8,500 ⁰⁰
0003AB	Over 1,000 cubic yards	5,000	CY	\$8.25	\$41,250 ⁰⁰
0004	All Work for As-Built Drawings ^{2/}	1	JOB	L.S.	\$20,000
TOTAL BASE ITEMS					\$687,830 ⁰⁰
OPTIONAL ITEMS					
0005	Additional Cost per foot for Concrete Floodwall in Lieu of Gabion Wall				
0005AA	First 25 Lineal feet	25	LF	\$1180 ⁰⁰	\$29,500 ⁰⁰
0005AB	Over 25 Lineal feet	150	LF	\$1121 ⁰⁰	\$168,150 ⁰⁰
0006	Backfill (Clean Import)				
0006AA	First 100 tons	100	TON	\$13.50	\$1350 ⁰⁰
0006AB	Over 100 tons	500	TON	\$13.25	\$6625 ⁰⁰

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Coeur D'Alene River Bank Protection, Wallace Idaho

SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u> ^{1/}	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0007	Removal and Disposal of Lead Contaminated Soils > 84,600 pm total lead				
0007AA	First 40 20 tons	40 20	TON	\$ 200 ⁰⁰	\$ 4000 ⁰⁰
0007AB	Over 40 20 tons	500	TON	\$ 200 ⁰⁰	\$ 100,000 ⁰⁰
TOTAL OPTIONAL ITEMS					\$ 309,625 ⁰⁰
TOTAL BASE AND OPTIONAL ITEMS					\$ 997,455 ⁰⁰

Note:

1. Quantities are estimated except where the unit of measure is shown as JOB.
2. The dollar amount established in Item No. 0004 shall not be revised by bidders.