

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER W912DW-04-B-0006	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 19 May 2004	PAGE OF PAGES 1
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.</b>			

4. CONTRACT NUMBER W912DW-04-C-0013	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-4100-2345	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 W912DW	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-CU Seattle, WA 98124-3755  HAND CARRY: Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2329
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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 Green River Fish Habitat Restoration Pilot Project - Zone 1, King County Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

- Solicitation W91DW-04-B-0006 dated 19 May 2004 with 2 amendments.
- Wage Determinations: \_WA20030001\_ with 7 modifications)
- Drawings as listed in section 00800.
- See page 00010-3 for alterations to Contract

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
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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 June 22, 2004 (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)  
 CDM Constructors Inc  
 11811 NE 15th Street - Suite 201  
 Bellevue, WA 98005  
 Tax ID No: 04-3163397 DUNS No: 132093027  
 eMail:

15. TELEPHONE NUMBER (Include area code)  
 (425) 453-8383 Fax No.: (425) 646-9523

16. REMITTANCE ADDRESS (Include only if different than Item 14)  
 CDM Constructors Inc  
 PO Box 41005, Dept. 11  
 Santa Ana, CA  
 92799-1005

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 thru 00010-10

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)

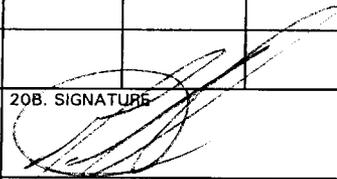
AMENDMENT NO.	1	2							
DATE	5/21/04	6/16/04							

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

20B. SIGNATURE

20C. OFFER DATE

Gary Laakso Associate



6/22/04

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

21. ITEMS ACCEPTED

0001-0005

22. AMOUNT

\$224,500.00

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

USACE - 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 38054-500

**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 CONTRACTING OFFICER (Type or print)

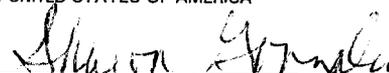
SHARON GONZALEZ

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY 

6/22/04

STANDARD FORM 1442 BACK (REV. 4-85)

ALTERATIONS IN CONTRACT

PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

1. CLIN 1 thru 5 are awarded and obligated.

CLIN Number	Description	Price
0001	All work for ELJ Retrofit	\$13,000
0002	All work for Access Road Bank Stabilization	\$30,000
0003	All work for Temporary Log Access Road	\$17,500
0004	All work to Procure, haul , stockpile, load and place gravel nourishment – Class 5	\$154,000
0005	All other work not separately listed.	\$10,000

2. The following option items are not awarded at this time. Should the Government determine to exercise any or all of the options listed herein, such award will occur by contract modification at the prices indicated below.

Option Year Base Item Number	Price	Base Item Quantity/Unit	Optional Items Included	Price	Optional Item Quantity/Unit	Description	Total Price for Item and Optional Items as Bid
Option Period 1 - 0006	\$161,000	7000 Tons	0007 0008 0009 0010	\$77,000 \$75,250 \$73,500 \$70,000	3,500 Ton 3,500 Ton 3,500 Ton 3,500 Ton	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment Plus Optional Gravel	\$295,750

Option Period 2 - 0011	\$175,000	7000 Tons	0012 0013 0014 0015	\$82,250 \$81,375 \$78,750 \$76,125	3,500 Ton 3,500 Ton 3,500 Ton 3,500 Ton	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment Plus Optional Gravel	\$318,500
Option Period 3 - 0016	\$189,000	7000 Tons	0017 0018 0019 0020	\$89,250 \$87,500 \$85,750 \$82,250	3,500 Ton 3,500 Ton 3,500 Ton 3,500 Ton	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment Plus Optional Gravel	\$344,750
Option Period 4 - 0021	203,000	7000 Tons	0022 0023 0024 0025	\$97,125 \$94,500 \$92,750 \$88,375	3,500 Ton 3,500 Ton 3,500 Ton 3,500 Ton	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment Plus Optional Gravel	\$372,750

3. Block 23, Accounting and Appropriation Data:

96X31220000 082433 32300FC748007790 96453	\$30,500.00
96X31220000 082433 3230C74KHB007790 96453	\$126,100
96X88620000 082433 3230C74KHB00790 96453	\$67,900

4. Wage Decision WA20030001 with modification number 8 dated 05/14/2004 is hereby incorporated and made a part of the contract.

5. The Contracting Officer's Representative is Matt Satter, CENWS-EC-NW-FL, (253) 966-4360.

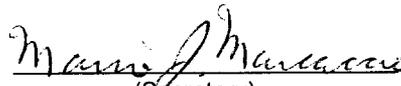
6. The Administrative Contracting Officer is George Henry, CENWS-EC-CO-ST, 253-966-4358
7. The Alternate-Administrative Contracting Officer is Jim Ulrich, CENWS-EC-NW-MC, (253) 966-4394.

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.

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### CORPORATE CERTIFICATE

I, Mario J. Marcaccio, certify that I am the Secretary Secretary of the Corporation named as Contractor herein; that Gary L. Laakso, who signed this contract on behalf of the Contractor was then Associate 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)

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### 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.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SCHEDULE**

**BASE PERIOD**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	All Work for ELJ Retrofit	1	Job	LS	\$ <u>13,000</u>
0002	All Work for Access Road Bank Stabilization	1	Job	LS	\$ <u>30,000</u>
0003	All Work for Temporary Log Access Road	1	Job	LS	\$ <u>17,500</u>
0004	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment - Class 5	7,000	TON	\$ <u>22<sup>00</sup></u>	\$ <u>154,000</u>
0005	All Other Work Not Separately Listed	1	Job	LS	\$ <u>10,000</u>
TOTAL PRICE					\$ <u>224,500</u>

**SCHEDULE**

**FIRST OPTIONAL PERIOD**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE ITEM					
0006	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment	7,000	TON	\$ <u>23<sup>00</sup></u>	\$ <u>161,000<sup>-</sup></u>
OPTIONAL ITEMS					
0007	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>22<sup>00</sup></u>	\$ <u>77,000<sup>-</sup></u>
0008	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>21<sup>50</sup></u>	\$ <u>75,250<sup>-</sup></u>
0009	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>21<sup>00</sup></u>	\$ <u>73,500<sup>-</sup></u>
0010	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>20<sup>00</sup></u>	\$ <u>70,000<sup>-</sup></u>
TOTAL PRICE OPTIONAL ITEMS 0007 THROUGH 0010					\$ <u>295,750<sup>-</sup></u>
TOTAL PRICE FIRST OPTIONAL PERIOD (BASE AND OPTIONAL ITEMS)					\$ <u>456,750<sup>-</sup></u>

**SCHEDULE**

**SECOND OPTIONAL PERIOD**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE ITEM					
0011	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment	7,000	TON	\$ <u>25.00</u>	\$ <u>175,000</u>
OPTIONAL ITEMS					
0012	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>23.50</u>	\$ <u>82,250</u>
0013	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>23.25</u>	\$ <u>81,375</u>
0014	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>22.50</u>	\$ <u>78,750</u>
0015	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>21.75</u>	\$ <u>76,125</u>
TOTAL PRICE OPTIONAL ITEMS 0012 THROUGH 0015					\$ <u>318,500</u>
TOTAL PRICE SECOND OPTIONAL PERIOD (BASE AND OPTIONAL ITEMS)					\$ <u>493,500</u>

**SCHEDULE**

**THIRD OPTIONAL PERIOD**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE ITEM					
0016	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment	7,000	TON	\$ <u>27.00</u>	\$ <u>189,000</u>
OPTIONAL ITEMS					
0017	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>25.50</u>	\$ <u>89,250</u>
0018	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>25.00</u>	\$ <u>87,500</u>
0019	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>24.50</u>	\$ <u>85,750</u>
0020	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>23.50</u>	\$ <u>82,250</u>

TOTAL PRICE OPTIONAL ITEMS 0017 THROUGH 0020 \$ 344,750

TOTAL PRICE THIRD OPTIONAL PERIOD (BASE AND OPTIONAL ITEMS) \$ 533,750

**SCHEDULE**

**FOURTH OPTIONAL PERIOD**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<b>BASE ITEM</b>					
0021	All Work to Procure, Haul, Stockpile, Load and Place Gravel Nourishment	7,000	TON	\$ <u>29.00</u>	\$ <u>203,000</u>
<b>OPTIONAL ITEMS</b>					
0022	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>27.75</u>	\$ <u>97,125</u>
0023	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>27.00</u>	\$ <u>94,500</u>
0024	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>26.50</u>	\$ <u>92,750</u>
0025	All Work to Procure, Haul, Stockpile, Load and Place Additional Gravel Nourishment	3,500	TON	\$ <u>25.25</u>	\$ <u>88,375</u>
TOTAL PRICE OPTIONAL ITEMS 0022 THROUGH 0025					\$ <u>372,750</u>
TOTAL PRICE FOURTH OPTIONAL PERIOD (BASE AND OPTIONAL ITEMS)					\$ <u>575,750</u>

**RECAPITULATION**

Item	<u>No.</u> <u>Description of Item</u>	<u>Amount</u>
1.	TOTAL BASE PERIOD	\$ <u>224,500</u> <sup>-</sup>
2.	TOTAL OPTIONAL PERIOD ONE	\$ <u>456,750</u> <sup>-</sup>
3.	TOTAL OPTIONAL PERIOD TWO	\$ <u>493,500</u> <sup>-</sup>
4.	TOTAL OPTIONAL PERIOD THREE	\$ <u>533,750</u> <sup>-</sup>
5.	TOTAL OPTIONAL PERIOD FOUR	\$ <u>575,750</u> <sup>-</sup>
6.	TOTAL BASE AND OPTIONAL PERIODS	\$ <u>2,284,250</u> <sup>-</sup>