

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER W912DW-04-B-0008	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED August 3, 2004	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			

4. CONTRACT NUMBER W912DW-04-C-0016	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-41454-753	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 FY2004/2005 Inner Grays Harbor Maintenance Dredging, Grays Harbor, Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

1. W912DW-04-B-0008 August 3, 2004 1 Amendments
2. 20030001 Modifiacation 14
3. Drawings as listed in section 00800.
4. See Page 000-10-3 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? (If "YES," indicate within how many calendar days after award in Item 12B.) <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 Sept 2, 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 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)

DUTRA DREDGING COMPANY
1000 POINT SAN PEDRO ROAD
SAN RAFAEL, CA 94901

Tax ID No: 68-0343998 DUNS No: 009469768
eMail: hstewart@dutragroup.com

15. TELEPHONE NUMBER (Include area code)

415/258-6876

Fax No.: 415/459-3295

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

cage 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 is 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.	DATE									
0001	8/26/04									

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

HARRY K. STEWART, PRESIDENT

20B. SIGNATURE

20C. OFFER DATE

2 SEPT. 2004

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

0001 - 0006AB

22. AMOUNT

\$3,195,000.00

23. ACCOUNTING AND APPROPRIATION DATA

96X31230000 082433 3230001VM80067700 NA 96453

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
ATTN: CENWS-OD
PO Box 3755
Seattle, WA 98124-2255

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)

Susan K. Sherrell

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

18 Sep 04

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

Portions of this contract are altered as follows:

Washington Wage Determination, WA20030001, Modification 14 is incorporated into this contract

The following Clause is incorporated to reflect funding:

52.232-5001 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 **\$140,000.00** 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.

(End of clause)

Note: The accounting classification is identified as follows:

AA: 96X31230000 082433 3230001VM8006770 NA 96453
AMOUNT: \$455,000.00

The contractor, Dutra Dredging Company, Incorporated, Small Business Subcontracting Plan, dated 2 September 2004, has been approved by Small Business Administration, and is incorporated into this said contract.

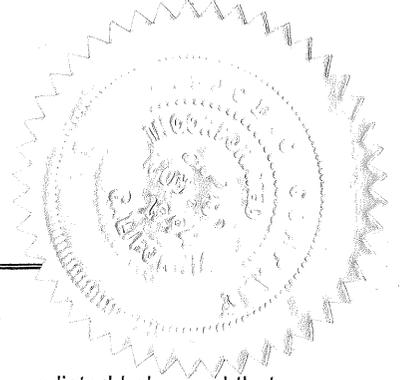
END OF ALTERATIONS TO CONTRACT

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 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 SEAL)
ASSISTANT (Secretary)



AUTHORITY TO BIND PARTNERSHIP

NOT APPLICABLE

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

04036/II
 FY04/05 Inner Harbor Maintenance Dredging, Grays Harbor, Wa.

SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Mobilization and Demobilization	1	JOB	L.S.	\$ <u>455,000.00</u>
0002	Dredging and Disposal of Crossover Reach Dredged Material (Station 795+93 to 862+49):				
0002AA	First 200,000 C.Y.	200,000	C.Y.	\$ <u>2.25</u>	\$ <u>450,000.00</u>
0002AB	Over 200,000 C.Y.	200,000	C.Y.	\$ <u>1.00</u>	\$ <u>200,000.00</u>
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.	\$ <u>2.25</u>	\$ <u>112,500.00</u>
0003AB	Over 50,000 C.Y.	50,000	C.Y.	\$ <u>2.25</u>	\$ <u>112,500.00</u>
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.	\$ <u>2.25</u>	\$ <u>112,500.00</u>
0004AB	Over 50,000 C.Y.	50,000	C.Y.	\$ <u>2.25</u>	\$ <u>112,500.00</u>
0005	Dredging and Disposal of Cow Point Dredged Material, including Cow Point Turning Basin (Station 1156+02 to 1251+87):				
0005AA	First 200,000 C.Y.	200,000	C.Y.	\$ <u>2.35</u>	\$ <u>470,000.00</u>
0005AB	Over 200,000 C.Y.	200,000	C.Y.	\$ <u>2.35</u>	\$ <u>470,000.00</u>
0006	Redredging and Disposal in Jan/Feb 05 of Cow Point Reach, including Cow Point Turning Basin (Station 1156+02 to 1251+87):				
0006AA	First 200,000 C.Y.	200,000	C.Y.	\$ <u>2.50</u>	\$ <u>500,000.00</u>
0006AB	Over 200,000 C.Y.	200,000	C.Y.	\$ <u>1.00</u>	\$ <u>200,000.00</u>
				TOTAL	\$ <u>3,195,000.00</u>

Quantities are estimated except where shown as "JOB"