

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)
 American Contractor and Technology, Inc.
 108 N. Pat Street
 Scott, LA 70583
 DUNS: 780986365 Cage Code: 4UCW1

15. TELEPHONE NO. (Include area code)
 (337) 593-9034

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

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 _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

SIX HUNDRED TWENTY FOUR THOUSAND THREE HUNDRED THIRTY ONE DOLLARS AND SIXTY-SIX CENTS (\$624,331.66)

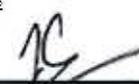
18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	DATE

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
 Jason Chanslor - President

20b. SIGNATURE


20c. OFFER DATE
 8/29/2011

AWARD (To be completed by Government)

21. ITEMS ACCEPTED: PROVIDE SERVICES TO PERFORM WORK CONSISTING OF CONSTRUCTING A NEW OFFICE BLDG IN ACCORDANCE WITH ATTACHED SPECIFICATION AND DRAWINGS AND IN ACCORDANCE WITH CONTRACTOR'S PROPOSAL DATED 9/15/11.
 Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) () 41 U.S.C. 253(o) ()

26. ADMINISTERED BY
 CODE 00093
 U. S. DOT Maritime Administration
 Gulf Div. Acquisition Office,
 MAR 380.3
 500 Poydras Street, Suite 1223
 Hale Boggs Building
 New Orleans LA 70130-3396

27. PAYMENT WILL BE MADE BY
 MARAD A/P CR Invoices Branch
 AMZ-150
 PO Box 25710
 Oklahoma City, OK 73125

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT
 (Contractor is required to sign this document and return _____ copies to 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,

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)

30b. SIGNATURE

30c. DATE

31a. NAME OF CONTRACTING OFFICER (Type or print)
 ALINE SMITH

31b. UNITED STATES OF AMERICA

31c. DATE
 Aline Smith 9/16/11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTMA-93-C-2011-0002

PAGE 3 OF 12

NAME OF OFFEROR OR CONTRACTOR
AMERICAN CONTRACTOR AND TECHNOLOGY, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>IKE REPAIRS - PHASE III - BRF OFC BLDG REPLCMT Delivery: 180 Days After Notice to Proceed Delivery Location Code: 00093 U.S. DOT/Maritime Administration Division of Gulf Operations New Orleans Ship Operations Hale Boggs Federal Building 500 Poydras St, Suite 1223 New Orleans LA 70130 USA</p> <p>FOB: Destination</p> <p>Ike repairs Phase III - Provide services to perform work consisting of constructing a new office building in accordance with the attached specifications and drawings. Obligated Amount: \$624,331.66</p> <p>Amount: \$526,403.37 Accounting Info: 70X4303RRF.2011.9C0DG70IKE.1061000000.25408.61006500 / 701061C0DG70IKE Funded: \$526,403.37</p> <p>Amount: \$97,928.29 Accounting Info: 70XR161710.2011.97080IKE00.1161000000.25408.61006500 / 7011617080IKE0 Funded: \$97,928.29</p> <p>The total amount of award: \$624,331.66. The obligation for this award is shown in box 22.</p>				624,331.66

PRICE SCHEDULE		American Contractor and Technology, Inc.			
		108 North Pat Street			
		Scott, LA 70583			
CONTRACT LINE ITEMS					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0001AA	GENERAL REQUIREMENTS – Includes surveys, supervision, clerical, testing, mobilization, demobilization, field office, field office support, taxes, insurance, bond, overhead, profit and TESC	1	LS	NA	175,000.00
0001AB	SITE WORK - includes clearing/grubbing site, excavations, trenching, backfill, compaction, soil stabilization, disposals, and termite control	1	LS	NA	12,000.00
0001AC	CONCRETE – includes building foundation and walkway footings, concrete slab, sidewalks, concrete steps and raised concrete walk at building	1	LS	NA	64,000.00
0001AD	SPECIALTIES - includes fire extinguishers, fire detecting system, canopies, toilet accessories, handrails, splash blocks	1	LS	NA	18,000.00
0001AE	CARPENTRY - includes rough carpentry, exterior sheathing, exterior siding, building wrap, and cabinetry	1	LS	NA	29,000.00
0001AF	THERMAL AND MOISTURE PROTECTION - includes building thermal insulation and sealants	1	LS	NA	10,000.00
0001AG	DOORS AND WINDOWS - includes exterior and interior doors including frames, door hardware, weatherstripping, windows including frames, door sidelights	1	LS	NA	23,000.00
0001AH	FINISHES – includes exterior and interior wall studs, drywall, ceramic tile, flooring, suspended ceilings, base and painting	1	LS	NA	51,000.00
0001AI	FURNISHINGS AND EQUIPMENT – includes window blinds and kitchen appliances/equipment	1	LS	NA	9,000.00
0001AJ	FRAMING AND ROOFING – includes metal building frame, porch frame and metal roof system	1	LS	NA	70,336.66

0001AK	MECHANICAL – includes plumbing, water heater and HVAC system	1	LS	NA	50,000.00
0001AL	ELECTRICAL – includes electrical wiring, panels, breakers, transformers, wireways/conduit, communications/data wiring (internal and external to building), electrical service, safety sign, outlets, wall plates, lighting, emergency lighting, control devices and signs	1	LS	NA	104,000.00
0001AM	SPECIAL CONSTRUCTION – includes extra training building restroom installation, lighting, electrical and air conditioner	1	LS	NA	9,000.00
	TOTAL				624,331.66

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ATTACHMENTS

WAGE RATES
SPECIFICATIONS
DRAWINGS

52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
1252.219.10	SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS	May 1999
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	October 2010
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.204-04	Printed or Copied Double-Sided on Recyclable Post Consumer Fiber Content Paper	May 2011
52.204-07	Central Contractor Registration	April 2008
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	December 2010
52.211-10 Alt 1	Commencement, Prosecution and Completion of Work Alt 1	April 1984
52.211-13	Time Extensions	September 2000
52.211-18	Variations in Estimated Quantity	April 1984
52.215-02	Audit and Records--Negotiation	October 2010
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	August 2011
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	October 2010
52.216-24	Limitation of Government Liability	April 1984
52.216-25	Contract Definitization	October 2010
52.219-08	Utilization of Small Business Concerns	January 2011
52.219-14	Limitations On Subcontracting	December 1996
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	May 2004
52.222-01	Notice to the Government of Labor Disputes	February 1997
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-06	Davis-Bacon Act	July 2005
52.222-07	Withholding of Funds	February 2008
52.222-08	Payrolls and Basic Records	June 2010
52.222-09	Apprentices and Trainees	July 2005
52.222-10	Compliance with Copeland Act Requirements	February 1988
52.222-11	Subcontracts (Labor Standards)	July 2005
52.222-12	Contract Termination-Debarment	February 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	February 1988
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	February 1988
52.222-21	Prohibition of Segregated Facilities	February 1999

52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Opportunity for Construction	February 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Veterans	September 2010
52.222-36	Affirmative Action For Workers with Disabilities	October 2010
52.222-37	Employment Reports Veterans	September 2010
52.223-06	Drug-Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	August 2011
52.225-09	Buy American Act—Construction Materials	September 2010
52.225-10	Notice of Buy American Act Requirement – Construction Materials	February 2009
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification	September 2010
52.227-01	Authorization and Consent	December 2007
52.227-04	Patent Indemnity – Construction Contracts	December 2007
52.228-02	Additional Bond Security	October 1997
52.228-05	Insurance - Work on a Government Installation	January 1997
52.228-11	Pledges of Assets	September 2009
52.228-14	Irrevocable Letter of Credit	December 1999
52.228-15	Performance and Payment Bonds--Construction	October 2010
52.229-04	Federal, State, and Local Taxes (State and Local Adjustments)	April 2003
52.232-5	Payments under Fixed-Price Construction Contracts	September 2002
52.232-17	Interest	October 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	April 1984
52.232-27	Prompt Payment for Construction Contracts	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-2	Service of Protest	September 2006
52.233-3	Protest After Award	August 1996
52.233-4	Applicable Law for Breach of Contract Claim	October 2004
52.236-02	Differing Site Conditions	April 1984
52.236-03	Site Investigation and Conditions Affecting the Work	April 1984
52.236-05	Material and Workmanship	April 1984
52.236-06	Superintendence by the Contractor	April 1984
52.236-07	Permits and Responsibilities	November 1991
52.236-08	Other Contracts	April 1984
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements	April 1984
52.236-10	Operation and Storage Areas	April 1984
52.236-11	Use and Possession Prior to Completion	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-14	Availability and Use of Utility Services	April 1984
52.236-15	Schedules for Construction Contracts	April 1984
52.236-17	Layout of Work	April 1984
52.236-21	Specifications and Drawings for Construction	February 1997
52.236-26	Preconstruction Conference	February 1995
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984
52.243-04	Changes	June 2007

52.244-06	Subcontracts for Commercial Items	December 2010
52.246-12	Inspection of Construction	August 1996
52.246-21	Warranty of Construction	March 1994
52.248-3	Value Engineering—Construction	October 2010
52.249-02 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	September 1996
52.249-10	Default (Fixed-Price Construction)	April 1984
52.253-01	Computer Generated Forms	January 1991

52.211-10 Commencement, Prosecution, and Completion of Work.

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within fourteen (14) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 Liquidated Damages—Construction.

LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$674.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

1252.219-71 SECTION 8(A) DIRECT AWARDS

SECTION 8(A) DIRECT AWARDS

(APR 2005)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Transportation.? SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program.? The responsible SBA district office is:

[To be completed by Contracting Officer at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract? The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contacting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

- (1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8 (a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
- (2) To adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

MCL.H-3 INDEMNITY AND INSURANCE

AUGUST
2005

The Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

MA1252.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

MAY 1999

a. The Contracting Officer's Technical Representative (COTR) is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR investigates differing conditions to determine whether they increase or decrease the cost and time required for performing work. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

b. It is the COTR's responsibility to protect the Government's interests in the actual performance of the contract work, and to see that such work is accomplished according to the contract specifications and drawings. The COTR shall prepare and submit any periodic and/or special progress reports necessary to keep the Contracting Officer fully informed.

c. The COTR shall be delegated the following authority to assist in the performance of his duties:

1. Inspect all work done, both during and after completion, as well as all materials furnished. Such inspection may extend to all or any part of the work and the preparation, fabrication or manufacture of the Contractor-furnished materials to be used on and incorporated into the job.

2. Promptly notify the prime Contractor in writing of any failure of the work or materials to conform to the contract specifications or drawings. Notify the Contracting Officer in writing of any anticipated delay in the delivery schedule.

3. Reject materials.

4. Approve or reject all drawings which must be submitted for review under the contract terms.

5. Act as property administrator for Government property furnished to or acquired by the Contractor and perform the duties and responsibilities outlined in the Government-Furnished Property clause, if applicable. Send the Contractor's receipt for the Government property delivered to the Contractor to the Contracting Officer within seven (7) days after the transfer has been effected.

6. Determine the amount and quality of the several kinds of work performed and materials furnished, which are to be paid under the progress payments.

7. Issue written stop work orders under emergency conditions where continuation of the work would adversely affect the completion of the project or cause rework. Said order shall be signed by the Contractor's on-site superintendent and a copy will be immediately forwarded to the Contracting Officer for issuance of a formal stop work order.

d. The Contracting Officer may designate assistant COTR(s) to act by naming such assistant in writing, specifying the authority of the assistant, and transmitting a copy of such designation to the Contractor.

- e. The COTR may be changed by the Contracting Officer at any time, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.
- f. The COTR to be assigned on any contract awarded subject to this agreement shall be designated in the individual award document.