

A0006883

A0006883

A-10
10-12

ABSTRACT OF OFFERS - CONSTRUCTION

1. SOLICITATION NUMBER
DACW29- 94-B-0047

2. DATE ISSUED
3 May 1994

3. DATE OPENED
June 15, 1994

PAGE OF
1 | 6 PAGES

4. ISSUING OFFICE

U.S. Army Corps of Engineers
P.O. Box 60267
New Orleans, LA 70160-0267

I CERTIFY that I have opened, read, and recorded on this abstract all offers received in response to this solicitation.

NAME AND TITLE OF CERTIFYING OFFICIAL (TYPE)
BID OPENING OFFICER

SIGNATURE

Sheila Chelala

DATE SIGNED

7-11-94

5. PROJECT TITLE

Lake Pontchartrain, Louisiana and Vicinity, High Level Plan London Ave. Outfall Canal, Parallel Protection, Mirabeau Ave. to Leon C. Simon Blvd. Floodwall, Orleans Parish, Louisiana

Unrestricted

8. GOVERNMENT ESTIMATE
(Check A, B or C and complete D, E, and F)

A. HIRED LABOR

B. REASONABLE CONTRACT
(Without Profit)

C. REASONABLE CONTRACT
(Including Profit)

9. OFFERS

NO. 1(1)

NO. 2(1)

A. OFFEROR (L)
B & K Construction, Inc
1905 Highway 59
Mandeville, LA 70448

A. OFFEROR (L)
Boh Bros Const Co., Inc.
730 S. Tonti St.
New Orleans, LA 70119

B. BID SECURITY (Type and amount)
St. Paul Fire & Marine
St. Paul, MN 55102

B. BID SECURITY (Type and amount)
Fidelity & Deposit of MD
New Orleans, LA 70130

C. AMENDMENTS ACKNOWLEDGED

3

C. AMENDMENTS ACKNOWLEDGED

3

6. NUMBER OF AMENDMENTS ISSUED

7A. ITEM NO.	7B. DESCRIPTION OF OFFERED ITEM	7C. EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
0001	Mobilization and Demobilization	Lump Sum	LS	-----	166,500.00	-----	200,000.00	-----	300,000.00
0002	Clearing and Grubbing	Lump Sum	LS	-----	75,360.00	-----	175,000.00	-----	100,000.00
0003	Selective Demolition	Lump Sum	LS	-----	122,460.00	-----	260,000.00	-----	200,000.00
0004	Pedestrian Bridge Demolition	Lump Sum	LS	-----	8,830.00	-----	15,000.00	-----	20,000.00
0005	Embankment, Semiconpacted Fill	Lump Sum	LS	-----	17,660.00	-----	11,200.00	-----	20,000.00
0006	Structural Excavation and Bankfill	Lump Sum	LS	-----	107,270.00	-----	59,000.00	-----	300,000.00
0007	Fertilizing, Seeding and Mulching	8	AC	2,120.	16,960.00	1,250.	10,000.00	800.	6,400.00
0008	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	-----	18,840.00	-----	-53,600.00	-----	5,000.00
0009	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	-----	12,360.00	-----	20,500.00	-----	9,000.00
0010	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	-----	940.00	-----	5,000.00	-----	8,000.00
0011	Piling, Steel Sheet, Type PZ-22	187,844	SF	9.00	1,690,596.00	8.50	1,596,674.00	8.40	1,577,889.60
0012	Piling, Steel Sheet, Type PSA-23	997	SF	11.10	11,066.70	18.00	17,946.00	18.00	17,946.00

APPO 6883

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I CERTIFY that I have opened, read, and recorded on this abstract all offers received in response to this solicitation.

NAME AND TITLE OF CERTIFYING OFFICIAL (TYPE)
BID OPENING OFFICER

SIGNATURE

DATE SIGNED

5. PROJECT TITLE
Lake Pontchartrain, Louisiana and Vicinity, High Level Plan London Ave. Outfall Canal, Parallel Protection, Mirabeau Ave. to Leon C. Simon Blvd. Floodwall, Orleans Parish, Louisiana
Unrestricted

9. GOVERNMENT ESTIMATE
(Check A, B or C and complete D, E, and F)

9. OFFERS

NO. 1 NO. 2

A. OFFEROR
B & K Construction Boh Bros.

B. BID SECURITY (Type and amount)
B. BID SECURITY (Type and amount)

C. AMENDMENTS ACKNOWLEDGED
C. AMENDMENTS ACKNOWLEDGED

6. NUMBER OF AMENDMENTS ISSUED

A. Hired Labor
B. REASONABLE CONTRACT (Without Profit)
C. REASONABLE CONTRACT (Including Profit)

7A. ITEM NO.	7B. DESCRIPTION OF OFFERED ITEM	7C. EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
0013	Painting	Lump Sum	LS	-----	200.00	-----	7,000.00	-----	3,000.00
0014	Reinforced Concrete Floodwalls	Lump Sum	LS	-----	2,303,190.00	-----	1,487,320.00	-----	1,636,000.00
0015	Concrete Slope Pavement	188	SY	35.10	6,598.80	40.00	7,520.00	25.00	4,700.00
0016	Utility Modifications	Lump Sum	LS	-----	10,360.00	-----	117,000.00	-----	1,000.00
0017	Temporary Relocation of Feeder Lines	Lump Sum	LS	-----	161,320.00	-----	38,500.00	-----	100,000.00
0018	Permanent Relocation of Feeder Lines	Lump Sum	LS	-----	339,120.00	-----	420,000.00	-----	200,000.00
0019	Erosion Control								
0019AA	First 10,670 Linear Feet	10,670	LF	3.00	32,010.00	2.00	21,340.00	4.00	42,680.00
0019AB	All Over 10,670 Linear Feet	2,700	LF	3.00	8,100.00	2.00	5,400.00	4.00	10,800.00
0020	Temporary Flood Protection And Cofferdams	Lump Sum	LS	-----	65,350.00	-----	5,000.00	-----	5,000.00
0021	Miscellaneous Metals	Lump Sum	LS	-----	16,490.00	-----	21,500.00	-----	10,000.00
	TOTAL				5,191,581.50		4,554,500.00		4,577,415.60

**ABSTRACT OF OFFERS - CONSTRUCTION
CONTINUATION SHEET**

INSTRUCTIONS - Attach this form to OF 1419, Abstract of Offers - Construction, when more than 2 offers are received on a construction project. Each Continuation Sheet will accommodate 14 contract items to conform to the number of items which can be entered on the OF 1419. Use additional OF 1419's for contract items in excess of 14 and attach additional Continuation Sheets (OF 1419A) as needed.

2. PROJECT TITLE
Lake Pontchartrain, LA and Vicinity, High Level Plan London Ave. Outfall Canal Parallel Protection, Mirabeau Ave. to Leon C. Simon Blvd. Floodwall, Orleans Parish, LA

4. OFFERS (Continued)

3. CONTRACT ITEMS			NO.3(9)		NO.4(5)		NO.5(3)		NO.6(4)	
A. ITEM NO.	B. ESTIMATED QUANTITY	C. UNIT	A. OFFEROR (L) L & A Contracting Co P.O. Box 16749 Hattiesburg, MS 39402		A. OFFEROR (S) River/Road Construction P.O. Box 1406 Mandeville, LA 70470		A. OFFEROR Continental Const. Co., Inc 5646 Shelby Oaks Drive Memphis, TN 38134		A. OFFEROR Johnson Bros Corp.ofLA 2002 20th St. Ste B101 Kenner, LA 70062	
			B. BID SECURITY (Type and Amount) Fidelity & Deposit Baltimore, MD 21201		B. BID SECURITY (Type and Amount) U.S. Fidelity Metairie, LA 70004		B. BID SECURITY (Type and Amount) St. Paul Fire and Marine St Paul, MN 55102		B. BID SECURITY (Type and Amount) Seaboard Surety Co. Bedminster, NJ 07921	
C. AMENDMENTS ACKNOWLEDGED 3			C. AMENDMENTS ACKNOWLEDGED 3		C. AMENDMENTS ACKNOWLEDGED 3		C. AMENDMENTS ACKNOWLEDGED 3		C. AMENDMENTS ACKNOWLEDGED 3	
			D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
0001	Lump Sum	LS	-----	220,000.00	-----	100,000.00	-----	120,000.00	-----	100,000.00
0002	Lump Sum	LS	-----	105,000.00	-----	200,000.00	-----	19,000.00	-----	30,000.00
0003	Lump Sum	LS	-----	400,000.00	-----	200,000.00	-----	342,000.00	-----	200,000.00
0004	Lump Sum	LS	-----	7,500.00	-----	20,000.00	-----	18,000.00	-----	15,000.00
0005	Lump Sum	LS	-----	7,236.00	-----	100,000.00	-----	17,000.00	-----	10,000.00
0006	Lump Sum	LS	-----	130,000.00	-----	50,000.00	-----	126,000.00	-----	300,000.00
0007	8	AC	1200.	9,600.00	1,000	8,000.00	1,650.	13,200.00	1,100	8,800.00
0008	Lump Sum	LS	-----	10,000.00	-----	25,000.00	-----	15,000.00	-----	20,000.00
0009	Lump Sum	LS	-----	20,000.00	-----	200,000.00	-----	20,000.00	-----	20,000.00
0010	Lump Sum	LS	-----	1,500.00	-----	1,000.00	-----	2,300.00	-----	5,000.00
0011	187,844	SF	8.00	1,502,752.00	9.00	1,690,596.00	9.75	1,831,479.00	8.00	1,502,752.00
0012	997	SF	12.00	11,964.00	20.00	19,940.00	36.00	35,892.00	20.00	19,940.00
0013	Lump Sum	LS	-----	6,000.00	-----	1,000.00	-----	5,000.00	-----	10,000.00
0014	Lump Sum	LS	-----	2,070,000.00	-----	2,000,000.00	-----	2,145,000.00	-----	2,500,000.00

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2. PROJECT TITLE			4. OFFERS (Continued)							
Lake Pontchartrain, LA and Vicinity, High Level Plan London Ave. Outfall Canal Paralley Protection, Mirabeau Ave. to Leon C. Simon Blvd. Floodwall, Orleans LA			NO: _____		NO: _____		NO: _____		NO: _____	
			A. OFFEROR		A. OFFEROR		A. OFFEROR		A. OFFEROR	
			L & A. Contracting		River/Road		Continental Const.		Johnson Bros.	
B. BID SECURITY (Type and Amount)			B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)	
3. CONTRACT ITEMS			C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED	
A. ITEM NO.	B. ESTIMATED QUANTITY	C. UNIT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
0015	188	SY	44.75	8,413.00	100.00	18,800.00	106.00	19,978.00	35.00	6,580.00
0016	Lump Sum	LS	-----	60,000.00	-----	50,000.00	-----	13,500.00	-----	100,000.00
0017	Lump Sum	LS	-----	105,000.00	-----	300,000.00	-----	105,000.00	-----	100,000.00
0018	Lump Sum	LS	-----	406,000.00	-----	150,000.00	-----	409,000.00	-----	380,000.00
0019										
0019AA	10,670	LF	3.25	34,677.50	2.00	21,340.00	4.00	42,680.00	4.00	42,680.00
0019AB	2,700	LF	3.25	8,775.00	2.00	5,400.00	3.50	9,450.00	2.00	5,400.00
0020	Lump Sum	LS	-----	47,000.00	-----	25,000.00	-----	46,700.00	-----	30,000.00
0021	Lump Sum	LS	-----	10,000.00	-----	10,000.00	-----	20,000.00	-----	25,000.00
	TOTAL			5,181,417.50		5,196,076.00		5,376,129.00		5,431,152.00

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2. PROJECT TITLE			4. OFFERS (Continued)							
Lake Pontchartrain, LA and Vicinity, High Level Plan London Ave. Outfall Canal Parallel Protection, Mirabeau Ave. to Leon C. Simon Blvd. Floodwall, Orleans Parish, LA			NO.: 7(8)		NO.8(2)		NO.: 9(6)		NO.: ____	
			A. OFFEROR T.L. James & Co., Inc. P.O. Box 20115 New Orleans, LA 70141		A. OFFEROR The Hardaway Co. P.O. Box 1360 Columbus, GA 31902-1360		A. OFFEROR Pittman Const. Co. 110 Veterans Blvd, Ste. 325 Metairie, LA 70005		A. OFFEROR	
9. CONTRACT ITEMS			B. BID SECURITY (Type and Amount) Highlands Ins. Co. Houston, TX 77042-4123		B. BID SECURITY (Type and Amount) National Union Fire New York, NY 10270		B. BID SECURITY (Type and Amount) The Aetna Casualty Co. Hartford, CT 06156		B. BID SECURITY (Type and Amount)	
C. AMENDMENTS ACKNOWLEDGED 3			C. AMENDMENTS ACKNOWLEDGED 3		C. AMENDMENTS ACKNOWLEDGED 3		C. AMENDMENTS ACKNOWLEDGED 3		C. AMENDMENTS ACKNOWLEDGED	
A. ITEM NO.	B. ESTIMATED QUANTITY	C. UNIT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
0001	Lump Sum	LS	-----	200,000.00	-----	100,000.00	-----	201,509.00	-----	
0002	Lump Sum	LS	-----	100,000.00	-----	250,000.00	-----	466,080.00	-----	
0003	Lump Sum	LS	-----	200,000.00	-----	200,000.00	-----	268,473.00	-----	
0004	Lump Sum	LS	-----	30,000.00	-----	10,000.00	-----	17,928.00	-----	
0005	Lump Sum	LS	-----	80,000.00	-----	30,000.00	-----	37,990.00	-----	
0006	Lump Sum	LS	-----	50,000.00	-----	40,000.00	-----	108,328.00	-----	
0007	8	AC	8.25	6,600.00	3,500	28,000.00	1060.00	8,480.00		
0008	Lump Sum	LS	-----	40,000.00	-----	30,000.00	-----	129,633.00	-----	
0009	Lump Sum	LS	-----	10,000.00	-----	25,000.00	-----	65,475.00	-----	
0010	Lump Sum	LS	-----	5,000.00	-----	3,000.00	-----	4,956.00	-----	
0011	187,844	SF	11.00	2,066,284.00	10.00	1,878,440.00	7.75	1,455,791.00		
0012	997	SF	40.00	39,880.00	40.00	39,880.00	13.00	12,961.00		
0013	Lump Sum	LS	-----	1,000.00	-----	5,000.00	-----	110,250.00	-----	
0014	Lump Sum	LS	-----	1,988,606.00	-----	2,500,000.00	-----	2,044,598.00	-----	

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2. PROJECT TITLE			4. OFFERS (Continued)							
Lake Pontchartrain, LA and Vicinity, High Level Plan London Ave. Outfall Canal Parallely Protection, Mirabeau Ave. to Leon C. Simon Blvd, Floodwall, Orleans LA			NO: _____		NO: _____		NO: _____		NO: _____	
			A. OFFEROR		A. OFFEROR		A. OFFEROR		A. OFFEROR	
			T.L. James		The Hardaway Co.		Pittman Const.			
			B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)		B. BID SECURITY (Type and Amount)	
3. CONTRACT ITEMS			C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED		C. AMENDMENTS ACKNOWLEDGED	
A. ITEM NO.	B. ESTIMATED QUANTITY	C. UNIT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
0015	188	SY	40.00	7,520.00	75.00	14,100.00	42.25	7,943.00		
0016	Lump Sum	LS	-----	50,000.00	-----	75,000.00	-----	106,582.00	-----	
0017	Lump Sum	LS	-----	225,000.00	-----	175,000.00	-----	307,233.00	-----	
0018	Lump Sum	LS	-----	200,000.00	-----	430,000.00	-----	224,962.00	-----	
0019										
0019AA	10,670	LF	3.00	32,010.00	2.00	21,340.00	4.70	50,149.00		
0019AB	2,700	LF	3.00	8,100.00	2.00	5,400.00	4.70	12,690.00		
0020	Lump Sum	LS	-----	350,000.00	-----	60,000.00	-----	395,395.00	-----	
0021	Lump Sum	LS	-----	10,000.00	-----	20,000.00	-----	27,858.00	-----	
	TOTAL			5,700,000.00		5,940,160.00		6,065,264.00		
NO OTHER BIDDERS										

9

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW29-94-B-0047	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/3/94	PAGE OF PAGES 1/2
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ED0000-4031-0144	6. PROJECT NO. DACW29-94-B-0047
7. ISSUED BY US ARMY ENGR DIST NEW ORLEANS PO BOX 60267 NEW ORLEANS LA 70160-0267	CODE ISSUE1	8. ADDRESS OFFER TO OFFER1 US ARMY ENGR DIST NEW ORLEANS ATTN CELMN-CT PO BOX 60267 NEW ORLEANS LA 70160-0267
9. FOR INFORMATION CALL:	A. NAME Sheila W. Enclade SC1	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (504) 862-1514

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 no., date):

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 007
--	---------------------------

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 1400 (hour) local time 6/8/94 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes 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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) L 9A CONTRACTING COMPANY P.O. Box 16749 HATTIESBURG MS 39402 DUNS NO. 04-122-6028		15. TELEPHONE NO. (Include area code) 601-264-2100
CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14)
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 ___ 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 ▶

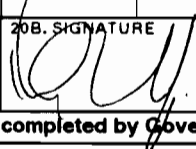
\$ 5,181,417⁵⁰

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	0001	0002	0003							
DATE	5/26/94	6/02/94	6/07/94							

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) HARLEY L SIMS JR VICE PRESIDENT	20B. SIGNATURE 	20C. OFFER DATE 6/15/94
--	---	----------------------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

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 <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY New Orleans Area Office P.O. Box 60267 Foot of Prytania Street, Rm. 186 New Orleans, LA 70160-0267	27. PAYMENT WILL BE MADE BY Disbursing Officer U.S. Army Engineer District, New Orleans P.O. Box 60267 New Orleans, LA 70160-0267

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 issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions 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. 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)
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0001.	Mobilization and Demobilization	Lump Sum	LS	\$220,000 ⁰⁰	\$220,000 ⁰⁰
0002.	Clearing and Grubbing	Lump Sum	LS	\$105,000 ⁰⁰	\$105,000 ⁰⁰
0003.	Selective Demolition	Lump Sum	LS	\$400,000 ⁰⁰	\$400,000 ⁰⁰
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	\$7500 ⁰⁰	\$7500 ⁰⁰
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	\$7236 ⁰⁰	\$7236 ⁰⁰
0006.	Structural Excavation and Backfill	Lump Sum	LS	\$130,000 ⁰⁰	\$130,000 ⁰⁰
0007.	Fertilizing, Seeding, and Mulching	8	AC	\$1200 ⁰⁰	\$9600 ⁰⁰
** 0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	\$10,000 ⁰⁰	\$10,000 ⁰⁰
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	\$20,000 ⁰⁰	\$20,000 ⁰⁰
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	\$1500 ⁰⁰	\$1500 ⁰⁰
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	\$8 ⁰⁰	\$1,502,752 ⁰⁰
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	\$12 ⁰⁰	\$11,964 ⁰⁰
0013.	Painting	Lump Sum	LS	\$6000 ⁰⁰	\$6000 ⁰⁰
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS	\$2,070,000 ⁰⁰	\$2,070,000 ⁰⁰
0015.	Concrete Slope Pavement	188	SY	\$44 ⁷⁵	\$8413 ⁰⁰
0016.	Utility Modifications	Lump Sum	LS	\$60,000 ⁰⁰	\$60,000 ⁰⁰

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE

(To be attached to Bid Form)

LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0017.	Temporary Relocation Of Feeder Lines	Lump Sum	LS	\$105,000 ⁰⁰	\$105,000 ⁰⁰
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	\$406,000 ⁰⁰	\$406,000 ⁰⁰
0019.	Erosion Control				
0019AA.	First 10,670 Linear Feet	10,670	LF	\$3 ²⁵	\$34,677 ⁵⁰
0019AB.	All Over 10,670 Linear Feet	2,700	LF	\$3 ²⁵	\$8,775 ⁰⁰
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	\$47,000 ⁰⁰	\$47,000 ⁰⁰
0021.	Miscellaneous Metals	Lump Sum	LS	\$10,000 ⁰⁰	\$10,000 ⁰⁰
TOTAL					\$5,181,417 ⁵⁰

Award will be made as a whole to one bidder.

NOTE: Bidders shall furnish unit prices for all items listed on schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE. The quantity shown for Bid Item No. 0019AB is for evaluation purposes only. Payment for this item will be made on the basis of the actual quantity used.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89. The Variations in Estimated Quantities clause is applicable only to Item No. 0019.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0019 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

c. If the quantity of work performed under Item No. 0019 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. N/A exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 DEFINITION OF SMALL BUSINESS CONCERN.

A. EXPLANATION OF TERM. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.(FAR 19-101)

B. SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES.

1. CONSTRUCTION. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

2. DREDGING. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$13.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern. (FAR 19.102-1)

K.2 DEBARRED OR SUSPENDED BIDDERS.

By entering into this contract, the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4.

K.3 NONDOMESTIC CONSTRUCTION MATERIALS

As required by the contract clause entitled "BUY AMERICAN ACT -

CONSTRUCTION MATERIALS (APR 1984)", the following is a list of items of Nondomestic Construction Materials the bidder proposes to use, showing quantity, unit price, and intended use of each item:

Item	Quantity	Unit Price	Intended Use
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K.4

CONTRACTOR ESTABLISHMENT CODE (AUG 1989)(52.204-4)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, HARLEY L SIMS JR, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), or (f) of the Office of Federal Procurement Policy Act, as amended (41.U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of LGA CONTRACTING COMPANY personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: _____
(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

NONE

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[Signature] 6/15/94
(Signature of the officer or employee responsible for the offer & date)

HARLEY L SIMS JR 6/15/94
(Typed name of the officer or employee responsible for the offer)

+Subsections 27 (a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurement using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing

contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce

any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

HARLEY L SIMS JR

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.7 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)

(R 7-2002.1 1974 APR)

(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 64-0333731.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are / / are not ~~/~~ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not ~~/~~, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

(1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of MISSISSIPPI, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)
(R FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it is, is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

Black American (U.S. citizen)

Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act

 Other

(c) Certifications. Complete the following--

(1) The offeror is is not X a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has has not made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was and the offeror--

 Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

 Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / is not ~~X~~ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

BID BOND (See Instructions on Page 2)	DATE BOND EXECUTED (Must not be later than bid opening date) June 15, 1994	FORM APPROVED OMB NO. 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) L & A CONTRACTING COMPANY P. O. Box 16749 Hattiesburg, Mississippi 39404-6749	TYPE OF ORGANIZATION ("X" ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION
	STATE OF INCORPORATION Mississippi

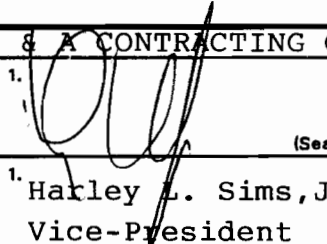
SURETY(IES) (Name and business address)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
210 North Charles Street
Baltimore, Maryland 21201

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
20%	-----	-----	-----	-----	June 15, 1994	DACW29-94-B-0047
					FOR (Construction, Supplies or Services)	Lake Pont., LA & Vicinity, London Ave Outfall Canal, Parallel Prot., Orleans Parish, LA

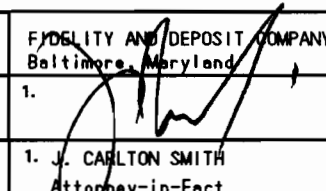
OBLIGATION:
We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
The Principal has submitted the bid identified above.
THEREFORE:
The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:
The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

L & A CONTRACTING COMPANY PRINCIPAL			
Signature(s)	1.  (Seal)	2. (Seal)	3. (Seal)
Name(s) & Title(s) (Typed)	1. Harley L. Sims, Jr. Vice-President	2.	3.

INDIVIDUAL SURETY(IES)			
Signature(s)	1. (Seal)	2. (Seal)	
Name(s) (Typed)	1.	2.	

CORPORATE SURETY(IES)					
SURETY	Name & Address	FIDELITY AND DEPOSIT COMPANY OF MARYLAND Baltimore, Maryland	STATE OF INC. MD	LIABILITY LIMIT \$	CORPORATE SEAL
	Signature(s)	1.  (Seal)	2. (Seal)		
	Name(s) & Title(s) (Typed)	1. J. CARLTON SMITH Attorney-in-Fact	2.		

CORPORATE SURETY(IES) (Continued)

S U R E T Y B	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
S U R E T Y C	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	Signature(s)	1.	2.		
	Name(s) & Title(s) Typed	1.	2.		
S U R E T Y D	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
S U R E T Y E	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
S U R E T Y F	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
S U R E T Y G	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an Attorney-in-Fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint J. Carlton Smith, S. Lyle Bates, Jr., W. E. French, Jim A. Armstrong, Jerry G. Veazey, Jr., D. M. Ferris, Gene Horner, Robert L. Elliott, Guy M. Parker, Jr., Eric Donahoe, Stephen L. Farr and C. Ray Dixon, Jr., all of Jackson, Mississippi, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Davenport Mosby, etal, dated, November 15, 1990.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of September, A.D. 1992.



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. W. Robbins
 Assistant Secretary

By *C. M. Pecot, Jr.*
 Vice-President

STATE OF MARYLAND }
 COUNTY OF BALTIMORE } SS:

On this 28th day of September, A.D. 1992, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader
 CAROL J. FADER Notary Public
 My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 15th day of June, 1994.

Gregory Hamilton
 Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto.”

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW29-94-B-0047	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/3/94	PAGE OF PAGES 1/2
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ED0000-4031-0144	6. PROJECT NO. DACW29-94-B-0047
7. ISSUED BY US ARMY ENGR DIST NEW ORLEANS PO BOX 60267 NEW ORLEANS LA 70160-0267	CODE ISSUE1	8. ADDRESS OFFER TO OFFER1 US ARMY ENGR DIST NEW ORLEANS ATTN CELMN-CT PO BOX 60267 NEW ORLEANS LA 70160-0267

9. FOR INFORMATION CALL:	A. NAME Sheila W. Enclade SC1	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (504) 862-1514
--------------------------	-------------------------------------	---

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 no., date):

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 007
--	---------------------------

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 1400 (hour) local time 6/8/94 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes 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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) <i>T.L. James & Company Inc</i> <i>P.O. Box 20115</i> <i>New Orleans, LA 70141</i>		15. TELEPHONE NO. (Include area code) <i>(504) 467-6000</i>
DUNS NO. <i>088930458</i> CAGE No. <i>QDAC</i>		18. 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 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 *Five Million Seven Hundred Thousand Dollars and No Cents*

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	<i>0001</i>	<i>0002</i>	<i>0003</i>						
DATE	<i>5/26/94</i>	<i>6/2/94</i>	<i>6/7/94</i>						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <i>R. J. DONALD</i> <i>VP - DIVISION MANAGER</i>	20B. SIGNATURE <i>[Signature]</i>	20C. OFFER DATE <i>15 JUNE 94</i>
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <i>26</i>	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 <i>New Orleans Area Office</i> <i>P.O. Box 60267</i> <i>Foot of Prytania Street, Rm. 186</i> <i>New Orleans, LA 70160-0267</i>	27. PAYMENT WILL BE MADE BY <i>Disbursing Officer</i> <i>U.S. Army Engineer District, New Orleans</i> <i>P.O. Box 60267</i> <i>New Orleans, LA 70160-0267</i>
--	---

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 issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions 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. 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)
30B. SIGNATURE	31B. UNITED STATES OF AMERICA BY
30C. DATE	31C. AWARD DATE

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0001.	Mobilization and Demobilization	Lump Sum	LS	200,000.00	200,000.00
0002.	Clearing and Grubbing	Lump Sum	LS	100,000.00	100,000.00
0003.	Selective Demolition	Lump Sum	LS	200,000.00	200,000.00
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	30,000.00	30,000.00
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	80,000.00	80,000.00
0006.	Structural Excavation and Backfill	Lump Sum	LS	50,000.00	50,000.00
0007.	Fertilizing, Seeding, and Mulching	8	AC	825.00	6,600.00
** 0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	40,000.00	40,000.00
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	10,000.00	10,000.00
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	5,000.00	5,000.00
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	11.00	2,066,284.00
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	40.00	39,880.00
0013.	Painting	Lump Sum	LS	1,000.00	1,000.00
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS	1,988,606.00	1,988,606.00
0015.	Concrete Slope Pavement	188	SY	40.00	7,520.00
0016.	Utility Modifications	Lump Sum	LS	50,000.00	50,000.00

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE

(To be attached to Bid Form)

LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0017.	Temporary Relocation Of Feeder Lines	Lump Sum	LS	<i>225,000.00</i>	<i>225,000.00</i>
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	<i>200,000.00</i>	<i>200,000.00</i>
0019.	Erosion Control				
0019AA.	First 10,670 Linear Feet	10,670	LF	<i>3.00</i>	<i>32,010.00</i>
0019AB.	All Over 10,670 Linear Feet	2,700	LF	<i>3.00</i>	<i>8,100.00</i>
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	<i>350,000.00</i>	<i>350,000.00</i>
0021.	Miscellaneous Metals	Lump Sum	LS	<i>10,000.00</i>	<i>10,000.00</i>
				TOTAL	<i>\$5,700,000.00</i>

Award will be made as a whole to one bidder.

NOTE: Bidders shall furnish unit prices for all items listed on schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE. The quantity shown for Bid Item No. 0019AB is for evaluation purposes only. Payment for this item will be made on the basis of the actual quantity used.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89. The Variations in Estimated Quantities clause is applicable only to Item No. 0019.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0019 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

c. If the quantity of work performed under Item No. 0019 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. N/A exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 DEFINITION OF SMALL BUSINESS CONCERN.

A. EXPLANATION OF TERM. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.(FAR 19-101)

B. SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES.

1. CONSTRUCTION. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

2. DREDGING. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$13.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern. (FAR 19.102-1)

K.2 DEBARRED OR SUSPENDED BIDDERS.

By entering into this contract, the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4.

K.3 NONDOMESTIC CONSTRUCTION MATERIALS

As required by the contract clause entitled "BUY AMERICAN ACT -

CONSTRUCTION MATERIALS (APR 1984)", the following is a list of items of Nondomestic Construction Materials the bidder proposes to use, showing quantity, unit price, and intended use of each item:

Item	Quantity	Unit Price	Intended Use
------	----------	------------	--------------

None

K.4

CONTRACTOR ESTABLISHMENT CODE (AUG 1989)(52.204-4)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, R. J. DONALD, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), or (f) of the Office of Federal Procurement Policy Act, as amended+ (41.U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of T.L. James & Co. Inc personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: None
(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[Signature] 15 JUN 94
(Signature of the officer or employee responsible for the offer & date)

contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce

any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

R. J. Daniels V.P.
Division Manager
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.7 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)
(R 7-2002.1 1974 APR)
(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 72 0221900.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are // are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have // have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are // are not / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has // has not /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

(1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of Louisiana, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)

(R. FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it /_/ is, /_/ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

- Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- Black American (U.S. citizen)
- Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)
- Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act

____ Other

(c) Certifications. Complete the following--

(1) The offeror is ____ is not ____ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ____ has not ____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror--

____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

____ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B). 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

June 15, 1994

FORM APPROVED OMB NO.

9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address)

T. L. JAMES & COMPANY, INC.
P. O. BOX 20115
NEW ORLEANS, LA 70141-0115

TYPE OF ORGANIZATION ("X" one)

INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

Louisiana

SURETY(IES) (Name and business address)

HIGHLANDS INSURANCE COMPANY
10370 RICHMOND AVENUE
HOUSTON, TEXAS 77042-4123

PENAL SUM OF BOND

BID IDENTIFICATION

PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
20%					June 15, 1994	DACW29-94-B-0047
					FOR (Construction, Supplies or Services)	Construction

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

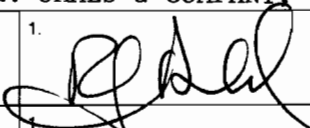
THEREFORE:

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

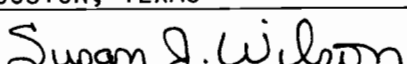
The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

T. L. JAMES & COMPANY, INC.		PRINCIPAL	
SIGNATURE(S)	1.  (Seal)	2. _____ (Seal)	3. _____ (Seal)
NAME(S) & TITLE(S) (Typed)	R. J. DONALD VICE PRESIDENT	2. _____	3. _____

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)
NAME(S) (Typed)	1. _____	2. _____

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	HIGHLANDS INSURANCE COMPANY HOUSTON, TEXAS	TEXAS	\$ _____	
	SIGNATURE(S)	1. 	2. _____	
NAME(S) & TITLE(S) (Typed)	1. Susan J. Wilson Attorney-in-Fact	2. _____		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

HIGHLANDS INSURANCE COMPANY

HOUSTON, TEXAS

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Highlands Insurance Company, a corporation duly incorporated under the laws of the State of Texas, doth hereby constitute and appoint Justin E. Garrison, Susan J. Wilson, Gerald R. Houston,
Jointly or Severally
of the City of Ruston, State of Louisiana, to be its true and lawful attorney-in-fact for the following purposes, to-wit:

To sign its name as surety, and to execute, seal and acknowledge any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, and to respectively do and perform any and all acts and things set forth in the appended resolution of the Board of Directors of the said Highlands Insurance Company; provided, that the penal sum of no single one of such bonds, recognizances, obligations, stipulations or undertakings shall exceed the sum of

Unlimited Dollars
(\$ Unlimited): the Company hereby ratifying and confirming all and whatsoever the said attorney-in-fact may lawfully do in the premises by virtue of these presents, but reserving to itself full power of substitution and revocation.

IN WITNESS WHEREOF, the said Highlands Insurance Company, pursuant to a resolution passed by its Board of Directors, at a meeting held on the 29th day of July, A.D., 1974, a certified copy of which is hereto annexed, has caused these presents to be sealed with its corporate seal, duly attested by the signature of its President, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents and Secretary or Assistant Secretaries this 3rd day of February, A.D. 19 93.



HIGHLANDS INSURANCE COMPANY

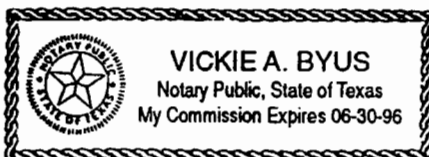
D E Walker
Secretary

By [Signature]
Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS
CITY OF HOUSTON

On this 3rd day of February in the year 19 93 before me personally

appeared J. L. Darnold to me known, who, being by me duly sworn, did depose and say: That he resides in Houston, Texas; that he is Senior Vice President of the Highlands Insurance Company, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to said instrument is such corporation Seal; that it was affixed to such instrument by and under authority conferred by the Board of Directors of said corporation; and that he signed his name thereto by like authority.



Vickie A. Byus
Notary Public, State of Texas

RESOLUTION

RESOLVED, that this Company do, and it hereby does authorize and empower its President or any one of its Senior Vice Presidents, Vice Presidents or Assistant Vice Presidents, in conjunction with any one of its Secretaries or any one of its Assistant Secretaries, under its corporate seal, to execute and deliver power of attorney or to appoint any person or persons as attorney-in-fact or attorneys-in-fact, or agent or agents of this Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performance of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed; and, in its name and as its attorney-in-fact or attorneys-in-fact, or agent or agents, to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities, whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation or undertaking, or anything in the nature of the same; the nature, class or extent of the instruments so authorized to be specified in such power of attorney.

FURTHER RESOLVED, That the signature of any of the persons described in the foregoing resolution, and the seal of the Company may be affixed by facsimile, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any power of attorney, and any such power of attorney bearing such facsimile signature and seal shall be valid and binding on the Company.

I, D. E. Walker, Secretary of Highlands Insurance Company, hereby certify that at a meeting of the Board of Directors of said Company, duly called and held at the office of the Company at the City of Houston, on the 29th day of July, A.D., 1974, at which was present a quorum of said Directors, duly authorized to act in the premises, resolutions were passed and entered on the minutes of said Company, of which resolutions the foregoing is a true copy and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of Highlands Insurance Company, this 3rd day of February, A.D. 19 93.



D E Walker
Secretary

STATE OF TEXAS
COUNTY OF HARRIS

I, D. E. Walker, Secretary of Highlands Insurance Company, do hereby certify the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Highlands Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in the City of Houston, Texas, this 15TH day of JUNE, A.D. 19 94.



D E Walker
Secretary

T. L. JAMES & COMPANY, INC.

Certificate of Resolutions

I, **James C. Love, III**, do hereby certify that I am the duly elected, qualified and acting Secretary of **T. L. James & Company, Inc.**, a corporation duly organized and existing under the laws of the State of Louisiana, (the "Company"), and that as such have the custody of the corporate records and seal of the Company; that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the Company on January 27, 1993; and that such resolution remains in full force and effect as of the date hereof in the form set out below, and has not been amended, altered, repealed, rescinded or changed in any way whatsoever:

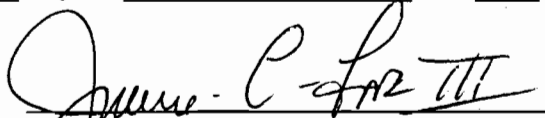
"BE IT RESOLVED that the Executive Committee of the Board of Directors of this Corporation is granted complete authority on behalf of the Corporation to enter into all transactions, except mortgages, involving immovable property, including the acquisition, alienation or lease of the same, and which transactions shall include, but not be limited to, acts of sale, exchange, donation, partition, correction, lease, assignments, etc. The authorized transactions shall be for such consideration and upon such terms, conditions and warranty as the Executive Committee may deem proper. The Executive Committee is authorized to receive or pay the price or consideration for such transactions; to grant receipt and acquittance therefor; and to authorize an officer or officers of this corporation to appear in and execute all documents as may be necessary to complete the transactions so authorized."

I further certify that the following is a true and correct copy of resolutions duly and properly adopted by more than a quorum of the members of the Executive Committee of the Company at a meeting held in accordance with the Bylaws of the Company on September 17, 1993, as the same appears in the minute book of the Company, that there are no provisions of the Charter or Bylaws of the Company which impair or modify the effectiveness of said resolutions; and that such resolutions remain in full force and effect as of the date hereof in the form set out below, and have not been amended, altered, repealed, rescinded or changed in any way whatsoever.

RESOLVED, that **Ron Donald**, Sr. Vice President of the Company, be and he is hereby authorized and empowered for and on behalf of the Company to: 1) sign bid proposals and all contracts of whatever kind on behalf of the Company with the Louisiana Department of Transportation and Development and to do all things necessary in the premises; 2) to sign requests for bid

proposals, contracts, D.B.E. Letters of Intent, Contractor Assurance Forms, Field Changes or Change Orders, and any other such documents with the State of Texas; 3) to sign requests for bid proposals, contracts, D.B.E. Letters of Intent, Contractor Assurance Forms, Field Changes or Change Orders, and any other such documents with the State of Mississippi; and 4) to sign any other contract, bid proposals up to a maximum value of Thirty Million and No/100 (\$30,000,000.00) Dollars.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the corporate seal of the Company on this the 15th day of June, 19 94.



James C. Love, III

Secretary

T. L. James & Company, Inc.

7

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW29-94-8-0047	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/3/94	PAGE OF PAGES 1/2
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ED0000-4031-0144	6. PROJECT NO. DACW29-94-8-0047
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7. ISSUED BY US ARMY ENGR DIST NEW ORLEANS PO BOX 60267 NEW ORLEANS LA 70160-0267	CODE ISSUE1	8. ADDRESS OFFER TO OFFER1 US ARMY ENGR DIST NEW ORLEANS ATTN CELMN-CT PO BOX 60267 NEW ORLEANS LA 70160-0267
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9. FOR INFORMATION CALL:	A. NAME Sheila W. Enclade SC1	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (504) 862-1514
--------------------------	-------------------------------------	---

SOLICITATION

E: 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 no., date):

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 007
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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 1400 (hour) local time 6/8/94 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes 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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) BOB BROS. CONSTRUCTION Co., INC. 130 SOUTH TONTI STREET NEW ORLEANS, LA 70119 CEC: 026947386 DUNS NO. CAGE #: 1U403		15. TELEPHONE NO. (Include area code) (504) 821-2400	
CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14) BOB BROS. CONSTRUCTION Co., INC. P.O. DRAWER 53266 NEW ORLEANS, LA 70153	
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 ___ 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 ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	0001	0002	0003						
DATE	5/26/94	6/02/94	6/07/94						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) STEPHEN H. BOB, SEC. - TREAS.	20B. SIGNATURE <i>Stephen H. Bob</i>	20C. OFFER DATE 6/15/94
--	---	----------------------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

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 New Orleans Area Office P.O. Box 60267 Foot of Prytania Street, Rm. 186 New Orleans, LA 70160-0267	27. PAYMENT WILL BE MADE BY Disbursing Officer U.S. Army Engineer District, New Orleans P.O. Box 60267 New Orleans, LA 70160-0267
--	---

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 issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions 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. This award summarizes 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)
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0001.	Mobilization and Demobilization	Lump Sum	LS	300,000 ⁰⁰	300,000 ⁰⁰
0002.	Clearing and Grubbing	Lump Sum	LS	100,000 ⁰⁰	100,000 ⁰⁰
0003.	Selective Demolition	Lump Sum	LS	200,000 ⁰⁰	200,000 ⁰⁰
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	20,000 ⁰⁰	20,000 ⁰⁰
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	20,000 ⁰⁰	20,000 ⁰⁰
0006.	Structural Excavation and Backfill	Lump Sum	LS	300,000 ⁰⁰	300,000 ⁰⁰
0007.	Fertilizing, Seeding, and Mulching	8	AC	800 ⁰⁰	6,400 ⁰⁰
** 0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	5,000 ⁰⁰	5,000 ⁰⁰
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	9,000 ⁰⁰	9,000 ⁰⁰
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	8,000 ⁰⁰	8,000 ⁰⁰
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	8 ⁴⁰	1,577,889 ⁶⁰
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	18 ⁰⁰	17,946 ⁰⁰
0013.	Painting	Lump Sum	LS	3,000 ⁰⁰	3,000 ⁰⁰
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS	1,636,000 ⁰⁰	1,636,000 ⁰⁰
0015.	Concrete Slope Pavement	188	SY	25 ⁰⁰	4,700 ⁰⁰
0016.	Utility Modifications	Lump Sum	LS	1,000 ⁰⁰	1,000 ⁰⁰

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE

(To be attached to Bid Form)

LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0017.	Temporary Relocation Of Feeder Lines	Lump Sum	LS	100,000 ⁰⁰	100,000 ⁰⁰
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	200,000 ⁰⁰	200,000 ⁰⁰
0019.	Erosion Control				
0019AA.	First 10,670 Linear Feet	10,670	LF	4 ⁰⁰	42,680 ⁰⁰
0019AB.	All Over 10,670 Linear Feet	2,700	LF	4 ⁰⁰	10,800 ⁰⁰
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	5,000 ⁰⁰	5,000 ⁰⁰
0021.	Miscellaneous Metals	Lump Sum	LS	10,000 ⁰⁰	10,000 ⁰⁰
TOTAL					\$4,577,415 ⁶⁰

Award will be made as a whole to one bidder.

NOTE: Bidders shall furnish unit prices for all items listed on schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE. The quantity shown for Bid Item No. 0019AB is for evaluation purposes only. Payment for this item will be made on the basis of the actual quantity used.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89. The Variations in Estimated Quantities clause is applicable only to Item No. 0019.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0019 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

c. If the quantity of work performed under Item No. 0019 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. N/A exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 DEFINITION OF SMALL BUSINESS CONCERN.

A. EXPLANATION OF TERM. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.(FAR 19-101)

B. SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES.

1. CONSTRUCTION. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

2. DREDGING. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$13.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern. (FAR 19.102-1)

K.2 DEBARRED OR SUSPENDED BIDDERS.

By entering into this contract, the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4.

K.3 NONDOMESTIC CONSTRUCTION MATERIALS

As required by the contract clause entitled "BUY AMERICAN ACT -

CONSTRUCTION MATERIALS (APR 1984)", the following is a list of items of Nondomestic Construction Materials the bidder proposes to use, showing quantity, unit price, and intended use of each item:

Item	Quantity	Unit Price	Intended Use
------	----------	------------	--------------

N/A

K.4

CONTRACTOR ESTABLISHMENT CODE (AUG 1989)(52.204-4)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, STEPHEN H. BAH, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), or (f) of the Office of Federal Procurement Policy Act, as amended (41.U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Bell Bros. Construction Co., Inc. personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: NONE
(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

NONE

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Stephen H. Bah 15-JUNE-94
(Signature of the officer or employee responsible for the offer & date)

STEPHEN H. BOLL

SEC. - TREAS.

(Typed name of the officer or employee responsible for the offer)

+Subsections 27 (a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurement using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing

contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce

any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above STEPHEN H. BOY,
SEC.-TREAS.

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.7 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--
(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)
(R 7-2002.1 1974 APR)
(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 72-0536353.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are // are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has // has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

(1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of LOUISIANA, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

K.14 52.219-1

SMALL BUSINESS CONCERN REPRESENTATION (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.15 52.219-3

WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)

(R FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it /_/ is, // is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input checked="" type="checkbox"/> Over 1,000	<input checked="" type="checkbox"/> Over \$17 million

(End of provision)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

_____ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

_____ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

_____ Black American (U.S. citizen)

_____ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

_____ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act
 Other

(c) Certifications. Complete the following--

(1) The offeror is _____ is not a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was N/A and the offeror--

N/A Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

N/A Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.
- (End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE

(See Instructions on Reverse)

Form Approved
OMB No. 0704-0134
Exp. Date: Jun 30, 1988

SECTION A - TO BE COMPLETED BY INITIATOR

1. REQUESTING GOVERNMENT AGENCY / ACTIVITY

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. PSCM	a. CAO		
b. MILSCAP	b. ADP		
4. INITIATOR			
a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.

SECTION B - TO BE COMPLETED BY FIRM TO BE CODED

1. FIRM		b. ADDRESS (Street, City, State and Zip Code)	
a. NAME (Include Branch of, Division of, etc.)		c. CAGE CODE (if previously assigned)	
FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)		3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)	
		a. NONE	
		b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)	
c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)			
4. PRIMARY BUSINESS CATEGORY (X one)		5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	
a. MANUFACTURER	a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(a) PROGRAM		6. NUMBER OF EMPLOYEES
b. DEALER / DISTRIBUTOR	b. OTHER DISADVANTAGED SMALL BUSINESS FIRM		7. WOMAN OWNED BUSINESS (X one)
c. CONSTRUCTION FIRM	c. NOT DISADVANTAGED SMALL BUSINESS FIRM		a. YES b. NO
d. SERVICE COMPANY			8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)
e. SALES OFFICE			a. PRIMARY
f. OTHER (Specify)			b. OTHER (Specify)

9. REMARKS

10. FIRM OFFICIAL

a. TYPED NAME (Last, First, Middle Initial)	b. DATE SIGNED (YYMMDD)	c. SIGNATURE	d. TELEPHONE NO.
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INSTRUCTIONS FOR COMPLETING DD FORM 2051

GENERAL NOTE FOR PERSONNEL PREPARING OR PROCESSING THIS REPORT

Coding must be as indicated in the instructions. In cases where specific coding instructions are provided, reference must be made to the Department of Defense Manual for Standard Data Elements, DoD 5000.12-M. Noncompliance with either the coding instructions contained herein or those published in referenced manual will make the organization which fails to comply responsible for required concessions in data base communication.

SPECIFIC INSTRUCTIONS

SECTION A - TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY	SECTION B - (Continued)
Item 1: Self-explanatory.	Item 4: Self-explanatory.
Item 2: Mark the type code being requested. 2a: A Federal Supply Code for Manufacturers (FSCM) five position all numeric code (e.g., 12345) which is used in the Federal Catalog System to identify a certain facility at a specific location which is a possible source for the manufacture and/or design control of items cataloged by the Federal Government; or, 2b: A MILSCAP code of five positions (e.g., 1A357). These are assigned to contractors which are nonmanufacturers or are manufacturers not qualifying for inclusion in the Federal Catalog System.	Item 5: A disadvantaged business firm is defined as a firm that is 51%, or more, owned, controlled, and operated by a person(s) who is socially and economically disadvantaged. "Controlled" is defined as exercising the power to make policy decisions. "Operated" is defined as actively involved in the day-to-day management of the firm.
Item 3: If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point.	Item 6: Enter the number of employees. This number should include the employees of all affiliates.
Item 4: Self-explanatory.	Item 7: A woman-owned business is defined as a firm that is 51%, or more, owned, controlled, and operated by a woman or women. "Controlled" and "Operated" are as defined in Item 5.
SECTION B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED	Item 8: The SIC Code is a Government Index used to identify business activity and indicates the function (manufacturer, wholesaler, retailer, or service) and the line of business in which the company is engaged. If multiple SIC Codes, indicate the primary first, next important, etc.
Items 1a and 1b: Self-explanatory.	Items 9 and 10: Self-explanatory.
Item 1c: If a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.	NOTE: When any future changes are made to the coded facility; i.e., name change, location change, business sold or operations discontinued, etc., written notification stating the appropriate change should be sent to: <div style="text-align: right;"> Commander Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016 </div>
Item 2: Self-explanatory.	
Item 3: If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.	

BOH BROS. CONSTRUCTION CO., INC.

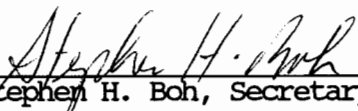
The following is extracted from the minutes of the meeting of the Board of Directors of Boh Bros. Construction Co., Inc., held on the 2nd day of January, 1991:

"The President noted it was appropriate to re-enact a resolution authorizing signatures on bids, proposals, and other documents on behalf of the Company. Accordingly, on motion duly made and seconded, the following resolution was adopted unanimously:

RESOLVED, that the following individuals, or any one of them, be, and they are hereby, authorized and empowered to act on behalf of the Company in the signing of all bids and proposals, contracts and other agreements, labor authorizations and agreements, and in general any and all undertakings in the name of the Company, with full power and discretion; it is further

RESOLVED, that the authority granted them is general and continuing without limitation of any kind or nature: Robert H. Boh, Robert S. Boh, Stephen H. Boh, John F. Lipani, and A. E. Holmes, Jr."

Certified a True and Correct Copy



Stephen H. Boh, Secretary

Date: 15-JUN-94

BOH BROS. CONSTRUCTION CO., INC.

GENERAL CONTRACTORS
AUTHORIZED DEALER - ARMCO METAL BUILDINGS

SINCE 1909

LA. LICENSE NO. 2179



730 S. TONTI STREET
P. O. DRAWER 53266
NEW ORLEANS, LA. 70153
PHONE 504/821-2400
FAX 504/821-0714

Chairman of the Board

Robert H. Boh
(SS# 438 48 5135)
10 Versailles Boulevard
New Orleans, LA 70125

President and Chief Executive Officer

Robert S. Boh
(SS# 433 74 2178)
217 Brockenbraugh Court
Metairie, LA 70005

Vice President - Underground Utilities Department

Edwin L. Boehm, Jr.
(SS# 434 46 9991)
3300 Ridgeway Avenue
Metairie, LA 70002

Vice President - Paving Department

James S. Hotard
(SS# 436 32 7292)
2835 Ramsey Drive
New Orleans, LA 70114

Vice President - Industrial Development

A. E. Holmes, Jr.
(SS# 434 46 8694)
74 Androus Avenue
Kenner, LA 70062

Vice Chairman of the Board

Bingham C. Stewart
(SS# 434 05 6792)
456 Audubon Boulevard
New Orleans, LA 70125

Vice President and Manager Heavy Construction Department

G. Arthur Seaver, III
(SS# 435 64 0307)
160 E. Oakridge Park
Metairie, LA 70005

Vice President - Piling Department

Ralph W. Junius
(SS# 434 22 8937)
501 Jewel Street
New Orleans, LA 70124

Vice President and General Counsel

John F. Lipani
(SS# 436 76 7307)
44 Madera Court
Kenner, LA 70062

Secretary-Treasurer

Stephen H. Boh
(SS# 434 80 1868)
105 W. William David Pkwy.
Metairie, LA 70005

BID BOND (See instructions on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date) May 25, 1994	FORM APPROVED OMB NO. 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) BOH BROS. CONSTRUCTION CO., INC. 730 S. Tonti St. New Orleans, LA 70119	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION LOUISIANA
--	---

SURETY(IES) (Name and business address) **FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Corporation organized under the laws of the State of Maryland having its principal office in the City of Baltimore, Maryland (504)561-8802**

PENAL SUM OF BOND				BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED			BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)		
20%	THREE MILLION AND NO CENTS			June 15, 1994	DACW29-94-B-0047
				FOR (Construction, Supplies or Services)	Construction

LIIGATION:
 We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
 The Principal has submitted the bid identified above.
THEREFORE:
 The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:
 The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1. <i>Robert S Boh</i> (Seal)	2. (Seal)	3. (Seal)
NAME(S) & TITLE(S) (Typed)	1. Robert S. Boh, President Boh Bros. Construction Co. INC.		3.

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)
NAME(S) (Typed)	1.	2.	

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	FIDELITY & DEPOSIT CO. OF MARYLAND Suite 1200 -650 Poydras St. New Orleans, LA 70130	STATE OF INC. Maryland	LIABILITY LIMIT \$ 24,642,000.00
	SIGNATURE(S)	1. <i>Jack H. Neelis</i>	2.	
	NAME(S) & TITLE(S) (Typed)	1. Jack H. Neelis Attorney-in-fact		2.

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Charles L. Eshleman, III, Jack H. Neelis and Warren Perkins, all of New Orleans, Louisiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Charles L. Eshleman, III, seal, dated August 3, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 1993.



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. M. Pecot, Jr.
Assistant Secretary

By *C. W. Robbins*
Vice-President

STATE OF MARYLAND }
COUNTY OF BALTIMORE } SS:

On this 1st day of May, A.D. 1993, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader
CAROL J. FADER Notary Public
My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 25th day of May, 1994.

Gregory Hamilton
Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto.”

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW29-94-B-0047	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/3/94	PAGE OF PAGES 1/2
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ED0000-4031-0144	6. PROJECT NO. DACW29-94-B-0047
-----------------	---	------------------------------------

7. ISSUED BY US ARMY ENGR DIST NEW ORLEANS PO BOX 60267 NEW ORLEANS LA 70160-0267	CODE ISSUE1	8. ADDRESS OFFER TO OFFER1 US ARMY ENGR DIST NEW ORLEANS ATTN CELMN-CT PO BOX 60267 NEW ORLEANS LA 70160-0267
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9. FOR INFORMATION CALL:	A. NAME Sheila W. Enclade SC1	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (504) 862-1514
--------------------------	-------------------------------------	---

SOLICITATION

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

THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Lake Pontchartrain, Louisiana and Vicinity, High Level Plan
London Ave. Outfall Canal, Parallel Protection,
Mirabeau Ave. to Leon C. Simon Blvd. Floodwall,
Orleans Parish, Louisiana
Solicitation #DACW29-94-B-0047
Bid Date: 6/8/94

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>540</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 007
--	---------------------------

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 1400 (hour) local time 6/15/94 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes 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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
Pittman Construction Co., Inc. 110 Veterans Memorial Blvd. Suite 325 DUNS NO. Metairie, LA 70005		504-832-8915
CODE		18. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE		P.O. Box 8116 New Orleans, LA 70182

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 ▶

6,065,264 —

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	1	2	3							
DATE	5/26/94	6/2/94	6/7/94							

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
A. E. Pittman, President		6/15/94

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
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)()
26. ADMINISTERED BY New Orleans Area Office P.O. Box 60267 Foot of Prytania Street, Rm. 186 New Orleans, LA 70160-0267	CODE	27. PAYMENT WILL BE MADE BY Disbursing Officer U.S. Army Engineer District, New Orleans P.O. Box 60267 New Orleans, LA 70160-0267

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 issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions 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. This award summarizes 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)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE

(To be attached to Bid Form)

LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0001.	Mobilization and Demobilization	Lump Sum	LS		201,509 -
0002.	Clearing and Grubbing	Lump Sum	LS		466,080 -
0003.	Selective Demolition	Lump Sum	LS		268,473 -
0004.	Pedestrian Bridge Demolition	Lump Sum	LS		17,928 -
0005.	Embankment, Semicompacted Fill	Lump Sum	LS		37,990 -
0006.	Structural Excavation and Backfill	Lump Sum	LS		108,328 -
0007.	Fertilizing, Seeding, and Mulching	8	AC	1,060-	8,480 -
** 0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS		129,633 -
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS		65,475 -
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS		4,956 -
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	7 ⁷⁵	1,455,791 -
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	13 ⁰⁰	12,961 -
0013.	Painting	Lump Sum	LS		110,250 -
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS		2,044,598 -
0015.	Concrete Slope Pavement	188	SY	42 ³⁵	7,943 -
0016.	Utility Modifications	Lump Sum	LS		106,582 -

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0017.	Temporary Relocation Of Feeder Lines	Lump Sum	LS		307,233-
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS		224,962-
0019.	Erosion Control				
0019AA.	First 10,670 Linear Feet	10,670	LF	4 ²⁰ / ₁₀₀	50,149-
0019AB.	All Over 10,670 Linear Feet	2,700	LF	4 ²⁰ / ₁₀₀	12,690-
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS		395,395-
0021.	Miscellaneous Metals	Lump Sum	LS		27858-
TOTAL					\$6,065,264-

Award will be made as a whole to one bidder.

NOTE: Bidders shall furnish unit prices for all items listed on schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE. The quantity shown for Bid Item No. 0019AB is for evaluation purposes only. Payment for this item will be made on the basis of the actual quantity used.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89. The Variations in Estimated Quantities clause is applicable only to Item No. 0019.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0019 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

c. If the quantity of work performed under Item No. 0019 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. N/A exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 DEFINITION OF SMALL BUSINESS CONCERN.

A. EXPLANATION OF TERM. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.(FAR 19-101)

B. SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES.

1. CONSTRUCTION. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

2. DREDGING. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$13.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern. (FAR 19.102-1)

K.2 DEBARRED OR SUSPENDED BIDDERS.

By entering into this contract, the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4.

K.3 NONDOMESTIC CONSTRUCTION MATERIALS

As required by the contract clause entitled "BUY AMERICAN ACT -

CONSTRUCTION MATERIALS (APR 1984)", the following is a list of items of Nondomestic Construction Materials the bidder proposes to use, showing quantity, unit price, and intended use of each item:

Item	Quantity	Unit Price	Intended Use
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K.4

CONTRACTOR ESTABLISHMENT CODE (AUG 1989)(52.204-4)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

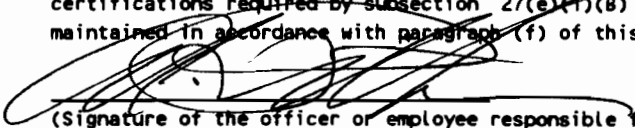
CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, A. E. Pittman, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), or (f) of the Office of Federal Procurement Policy Act, as amended* (41.U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Pittman Construction Co., Inc. personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: None
(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.


6/15/94
(Signature of the officer or employee responsible for the offer & date)

A. E. Pittman, President

6/15/94

(Typed name of the officer or employee responsible for the offer)

+Subsections 27 (a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurement using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing

contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce

any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

A. E. Pittman, President

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.7 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)
(R 7-2002.1 1974 APR)
(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 72-0550849

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are / / are not /~~X~~/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not /~~X~~/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

- (1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (2) Holding a management position in the firm, such as a director or officer;
- (3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of Louisiana, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

K.14 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.15 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)
(R FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it /X/ is, / / is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<u> </u> 50 or fewer	<u> </u> \$1 million or less
<u>X</u> 51-100	<u> </u> \$1,000,001-\$2 million
<u> </u> 101-250	<u> </u> \$2,000,001-\$3.5 million
<u> </u> 251-500	<u> </u> \$3,500,001-\$5 million
<u> </u> 501-750	<u>X</u> \$5,000,001-\$10 million
<u> </u> 751-1,000	<u> </u> \$10,000,001-\$17 million
<u> </u> Over 1,000	<u> </u> Over \$17 million

(End of provision)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

Black American (U.S. citizen)

Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act

____ Other

(c) Certifications. Complete the following--

(1) The offeror is _____ is not X a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror--

____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

____ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / is not X listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE

(See Instructions on Reverse)

Form Approved
OMB No. 0704-0134
Exp. Date: Jun 30, 1988

SECTION A - TO BE COMPLETED BY INITIATOR

1. REQUESTING GOVERNMENT AGENCY / ACTIVITY

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. PSCM	a. CAO		
b. MILSCAP	b. ADP		

4. INITIATOR

a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.
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SECTION B - TO BE COMPLETED BY FIRM TO BE CODED

1. FIRM

a. NAME (Include Branch of, Division of, etc.) Pittman Construction Co., Inc.	b. ADDRESS (Street, City, State and Zip Code) 110 Veterans Memorial Blvd. Suite 325 Metairie, LA 70005
c. CAGE CODE (if previously assigned)	

FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)


3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)

<input checked="" type="checkbox"/>	a. NONE
<input type="checkbox"/>	b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)
<input type="checkbox"/>	c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)

4. PRIMARY BUSINESS CATEGORY (X one)	5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	6. NUMBER OF EMPLOYEES 50-100
<input type="checkbox"/> a. MANUFACTURER	<input type="checkbox"/> a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(a) PROGRAM	7. WOMAN OWNED BUSINESS (X one) <input type="checkbox"/> a. YES <input checked="" type="checkbox"/> b. NO
<input checked="" type="checkbox"/> b. DEALER / DISTRIBUTOR		
<input type="checkbox"/> c. CONSTRUCTION FIRM		8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)
<input type="checkbox"/> d. SERVICE COMPANY		
<input type="checkbox"/> e. SALES OFFICE	<input checked="" type="checkbox"/> c. NOT DISADVANTAGED SMALL BUSINESS FIRM	a. PRIMARY
<input type="checkbox"/> f. OTHER (Specify)		b. OTHER (Specify)

9. REMARKS

10. FIRM OFFICIAL

a. TYPED NAME (Last, First, Middle Initial) A. E. Pittman, President	b. DATE SIGNED (YYMMDD) 6/15/94	c. SIGNATURE 	d. TELEPHONE NO. 504-832-8915
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INSTRUCTIONS FOR COMPLETING DD FORM 2051

GENERAL NOTE FOR PERSONNEL PREPARING OR PROCESSING THIS REPORT

Coding must be as indicated in the instructions. In cases where specific coding instructions are provided, reference must be made to the Department of Defense Manual for Standard Data Elements, DoD 5000.12-M. Noncompliance with either the coding instructions contained herein or those published in referenced manual will make the organization which fails to comply responsible for required concessions in data base communication.

SPECIFIC INSTRUCTIONS

SECTION A - TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY	SECTION B - (Continued)
Item 1: Self-explanatory.	Item 4: Self-explanatory.
Item 2: Mark the type code being requested. 2a: A Federal Supply Code for Manufacturers (FSCM) five position all numeric code (e.g., 12345) which is used in the Federal Catalog System to identify a certain facility at a specific location which is a possible source for the manufacture and/or design control of items cataloged by the Federal Government; or, 2b: A MILSCAP code of five positions (e.g., 1A367). These are assigned to contractors which are nonmanufacturers or are manufacturers not qualifying for inclusion in the Federal Catalog System.	Item 5: A disadvantaged business firm is defined as a firm that is 51%, or more, owned, controlled, and operated by a person(s) who is socially and economically disadvantaged. "Controlled" is defined as exercising the power to make policy decisions. "Operated" is defined as actively involved in the day-to-day management of the firm.
Item 3: If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point.	Item 6: Enter the number of employees. This number should include the employees of all affiliates.
Item 4: Self-explanatory.	Item 7: A woman-owned business is defined as a firm that is 51%, or more, owned, controlled, and operated by a woman or women. "Controlled" and "Operated" are as defined in Item 5.
SECTION B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED	Item 8: The SIC Code is a Government Index used to identify business activity and indicates the function (manufacturer, wholesaler, retailer, or service) and the line of business in which the company is engaged. If multiple SIC Codes, indicate the primary first, next important, etc.
Items 1a and 1b: Self-explanatory.	Items 9 and 10: Self-explanatory.
Item 1c: If a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.	NOTE: When any future changes are made to the coded facility; i.e., name change, location change, business sold or operations discontinued, etc., written notification stating the appropriate change should be sent to: <div style="text-align: right;"> Commander Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016 </div>
Item 2: Self-explanatory.	
Item 3: If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.	

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

June 15, 1994

FORM APPROVED OMB NO.

9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) Pittman Construction Co., Inc. 110 Veterans Blvd., Suite 325 Metairie, LA 70005 (504) 835-0747	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION
	STATE OF INCORPORATION Louisiana

SURETY(IES) (Name and business address)
 The Aetna Casualty and Surety Company
 151 Farmington Avenue
 Hartford, CT 06156
 (504) 838-4910

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	June 15, 1994	DACW29-94-B-0047
20					FOR (Construction, Supplies or Services)	Construction

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

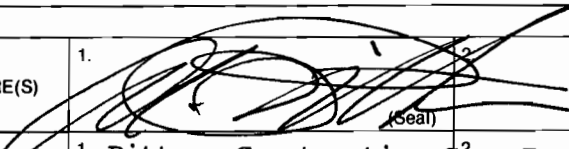
THEREFORE:

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

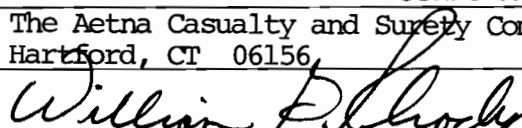
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal) --- Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. Pittman Construction Co., Inc. A.E. Pittman, President	3.	

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)
NAME(S) (Typed)	1.	2.	

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	The Aetna Casualty and Surety Company Hartford, CT 06156	STATE OF INC. CT	LIABILITY LIMIT \$ 119,119,000.00	Corporate Seal
	SIGNATURE(S)	1.  (Seal)	2.		
	NAME(S) & TITLE(S) (Typed)	1. William G. Rhodes Attorney-in-Fact	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal	
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1.	2.				
SURETY C	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal	
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1.	2.				
SURETY D	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal	
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1.	2.				
SURETY E	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal	
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1.	2.				
SURETY F	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal	
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1.	2.				
SURETY G	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal	
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1.	2.				

INSTRUCTIONS

- This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **William G. Rhodes** - -

of **Mandeville, Louisiana**, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its **Assistant Vice President** and its corporate seal to be hereto affixed this **4th** day of **March**, 19 **93**

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY
By
George W. Thompson
Asst. Vice President

On this **4th** day of **March**, 19 **93**, before me personally came **GEORGE W. THOMPSON** of **Asst. Vice President** of **THE AETNA CASUALTY AND SURETY COMPANY**, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



My commission expires **March 31, 1993**
Rosalind R. Christie Notary Public

CERTIFICATE

I, the undersigned, **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this **15th** day of **June**, 19 **94**



By
Stephen R. Sawyer, Secretary

5

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW29-94-B-0047	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/3/94	PAGE OF PAGES 1/2

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ED0000-4031-0144	6. PROJECT NO. DACW29-94-B-0047
-----------------	---	------------------------------------

7. ISSUED BY US ARMY ENGR DIST NEW ORLEANS PO BOX 60267 NEW ORLEANS LA 70160-0267	CODE ISSUE1	8. ADDRESS OFFER TO OFFER1 US ARMY ENGR DIST NEW ORLEANS ATTN CELMN-CT PO BOX 60267 NEW ORLEANS LA 70160-0267
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9. FOR INFORMATION CALL:	A. NAME Sheila W. Enclade SC1	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (504) 862-1514
--------------------------	-------------------------------------	---

SOLICITATION

E: 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 no., date):

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 007
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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 1400 (hour) local time 6/8/94 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes 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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
River/Road Construction, Inc. P. O. Box 1406 Mandeville, LA 70470-1406 DUNS NO. 11-899-6529		(504) 831-6958
CODE		16. REMITTANCE ADDRESS (Include only if different than item 14)
FACILITY CODE		Same

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.)

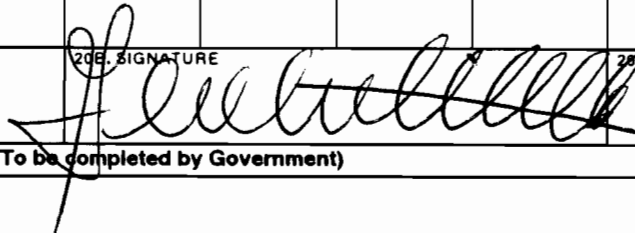
AMOUNTS ►

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	0001	0002	0003						
DATE	05/26/94	06/02/94	06/07/94						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
Gerard M. Whittle, Vice President		6/15/94

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

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 <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY New Orleans Area Office P.O. Box 60267 Foot of Prytania Street, Rm. 186 New Orleans, LA 70160-0267	27. PAYMENT WILL BE MADE BY Disbursing Officer U.S. Army Engineer District, New Orleans P.O. Box 60267 New Orleans, LA 70160-0267

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 issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions 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. 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.
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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)
30B. SIGNATURE	31B. UNITED STATES OF AMERICA
30C. DATE	BY
	31C. AWARD DATE

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0001.	Mobilization and Demobilization	Lump Sum	LS	XXXXXX	\$ 100,000.00
0002.	Clearing and Grubbing	Lump Sum	LS	XXXXXX	\$ 200,000.00
0003.	Selective Demolition	Lump Sum	LS	XXXXXX	\$ <i>200,000.00</i>
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	XXXXXX	\$ 20,000.00
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	XXXXXX	\$ 100,000.00
0006.	Structural Excavation and Backfill	Lump Sum	LS	XXXXXX	\$ 50,000.00
0007.	Fertilizing, Seeding, and Mulching	8	AC	\$1,000.00	\$ 8,000.00
0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	XXXXXX	\$ 25,000.00
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	XXXXXX	\$ 200,000.00
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	XXXXXX	\$ 1,000.00
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	\$9.00	\$1,690,596.00
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	\$20.00	\$ 19,940.00
0013.	Painting	Lump Sum	LS	XXXXXX	\$ 1,000.00
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS	XXXXXX	\$ <i>2,000,000.00</i>
0015.	Concrete Slope Pavement	188	SY	\$100.00	\$ 18,800.00
0016.	Utility Modifications	Lump Sum	LS	XXXXXX	\$ 50,000.00

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0017.	Temporary Relocation Of Feeder Lines	Lump Sum	LS	XXXXXX	\$ 300,000.00
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	XXXXXX	\$ 150,000.00
0019.	Erosion Control				
0019AA.	First 10,670 Linear Feet	10,670	LF	\$2.00	\$ 21,340.00
0019AB.	All Over 10,670 Linear Feet	2,700	LF	\$2.00	\$ 5,400.00
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	XXXXXX	\$ 25,000.00
0021.	Miscellaneous Metals	Lump Sum	LS	XXXXXX	\$ 10,000.00
TOTAL					\$ 5,196,076.00

Award will be made as a whole to one bidder.

NOTE: Bidders shall furnish unit prices for all items listed on schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE. The quantity shown for Bid Item No. 0019AB is for evaluation purposes only. Payment for this item will be made on the basis of the actual quantity used.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89. The Variations in Estimated Quantities clause is applicable only to Item No. 0019.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0019 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

c. If the quantity of work performed under Item No. 0019 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. N/A exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 DEFINITION OF SMALL BUSINESS CONCERN.

A. EXPLANATION OF TERM. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.(FAR 19-101)

B. SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES.

1. CONSTRUCTION. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

2. DREDGING. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$13.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern. (FAR 19.102-1)

K.2 DEBARRED OR SUSPENDED BIDDERS.

By entering into this contract, the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4.

K.3 NONDOMESTIC CONSTRUCTION MATERIALS

As required by the contract clause entitled "BUY AMERICAN ACT -

CONSTRUCTION MATERIALS (APR 1984)", the following is a list of items of Nondomestic Construction Materials the bidder proposes to use, showing quantity, unit price, and intended use of each item:

Item	Quantity	Unit Price	Intended Use
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K.4 CONTRACTOR ESTABLISHMENT CODE (AUG 1989)(52.204-4)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, Gerard M. Whittle, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), or (f) of the Office of Federal Procurement Policy Act, as amended* (41.U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of River/Road Const., Inc. personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: _____
(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

NONE

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

 _____ 06/15/94
(Signature of the officer or employee responsible for the offer & date)

Gerard M. Whittle

06/15/94

(Typed name of the officer or employee responsible for the offer)

+Subsections 27 (a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurement using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing

contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce

any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

Gerard M. Whittle, Vice President

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.7 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)
(R 7-2002.1 1974 APR)
(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 72-0771968.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are / / are not /X/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not /X/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

(1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of Louisiana, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

(a) Representation. The offeror represents and certifies as part of its offer that it // is, /_/_/ is not a small business concern and that /_/_/ all, // not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) Representation. The offeror represents that it /_/_/ is, // is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)

(R FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it is, is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input checked="" type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

_____ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

_____ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

_____ Black American (U.S. citizen)

_____ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

_____ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act

 Other

(c) Certifications. Complete the following--

(1) The offeror is is not X a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has has not made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was and the offeror--

 Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

 Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / is not /X/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,
"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

BID BOND (See instructions on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date) <p style="text-align: center;">June 8, 1994</p>	FORM APPROVED OMB NO. <p style="text-align: center;">9000-0045</p>
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) RIVER ROAD CONSTRUCTION, INC. P. O. BOX 1406 MANDEVILLE, LA. 70470-1406	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION
	STATE OF INCORPORATION LOUISIANA

SURETY(IES) (Name and business address)
UNITED STATES FIDELITY & GUARANTY COMPANY
P. O. BOX 1186
METAIRIE, LA. 70004

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
20%	TWENTY OF THE	PERCENT OF THE	AMT		06/08/94	DACW29-94B-0047
		BID			FOR (Construction, Supplies or Services)	U. S. ARMY CORPS OF ENGINEERS WEST BANK - MIRABEAU TO LEON C.

BLIGATION: LONDON AVENUE OUTFALL CANAL FLOODWALLS SIMON-EAST BANK - MIRABEAU TO ROBERT E. LEE

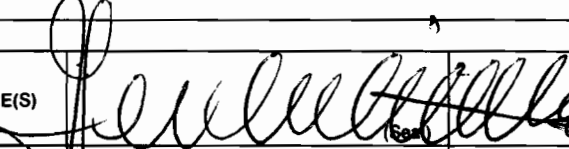
The Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
The Principal has submitted the bid identified above.
THEREFORE:

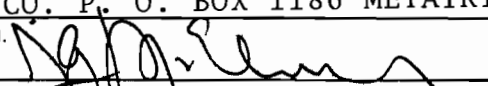
The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:
Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)		3.	(Seal)
NAME(S) & TITLE(S) (Typed)	Gerard M. Whittle Vice President	2.	3. Corporate Seal

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1.	2.	(Seal)
NAME(S) (Typed)	1.	2.	(Seal)

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	UNITED STATES FIDELITY & GUARANTY CO. P. O. BOX 1186 METAIRIE, LA.	STATE OF INC. MARYLAND	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1. 	2.		
	NAME(S) & TITLE(S) (Typed)	G. A. MCELVEEN, JR. ATTORNEY-IN-FACT	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

UNITED STATES FIDELITY AND GUARANTY COMPANY



POWER OF ATTORNEY

NO. 106821

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint George A. McElveen, Jr., Ray A. Todd, Jr., Binnie B. Steverson and Charles M. Ward

of the City of Lake Charles, State of Louisiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 22nd day of January, A.D. 1993.

UNITED STATES FIDELITY AND GUARANTY COMPANY



(Signed) By... [Signature] Senior Vice President

(Signed) By... [Signature] Assistant Secretary

STATE OF MARYLAND)

SS:

BALTIMORE CITY)

On this 22nd day of January, A.D. 1993, before me personally came Robert J. Lamendola, Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Robert J. Lamendola and Paul D. Sims, were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal as it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March, A.D. 1995.



(Signed) [Signature] NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992.

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 8TH day of JUNE, 1994.



[Signature] Assistant Secretary

H

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW29-94-B-0047	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/3/94	PAGE OF PAGES 1/2
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ED0000-4031-0144	6. PROJECT NO. DACW29-94-B-0047
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7. ISSUED BY US ARMY ENGR DIST NEW ORLEANS PO BOX 60267 NEW ORLEANS LA 70160-0267	CODE ISSUE1	8. ADDRESS OFFER TO OFFER1 US ARMY ENGR DIST NEW ORLEANS ATTN CELMN-CT PO BOX 60267 NEW ORLEANS LA 70160-0267
--	----------------	--

9. FOR INFORMATION CALL:	A. NAME Sheila W. Enclade	SC1	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (504) 862-1514
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SOLICITATION

N . E: 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 no., date):

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 007
--	---------------------------

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 1400 (hour) local time 6/ 8/94 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes 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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)
 Johnson Bros. Corporation of Louisiana
 2002 20th Street, Suite B101
 Kenner, LA 70062
 DUNS NO. 02-284-7354

15. TELEPHONE NO. (Include area code)
 504-465-0741

18. 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 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 ▶

UNIT PRICES ARE SET FORTH IN THE ATTACHED BIDDING SCHEDULE


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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	0001	0002	0003						
DATE	5/26/94	6/2/94	6/7/94						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
 (Type or print)
 A. A. Sehlin, Senior Vice President

20B. SIGNATURE


20C. OFFER DATE
 June 15, 1994

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

New Orleans Area Office
 P.O. Box 60267
 Foot of Prytania Street, Rm. 186
 New Orleans, LA 70160-0267

27. PAYMENT WILL BE MADE BY

Disbursing Officer
 U.S. Army Engineer District, New Orleans
 P.O. Box 60267
 New Orleans, LA 70160-0267

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, requisitions 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 summarizes 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)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0001.	Mobilization and Demobilization	Lump Sum	LS	100,000.00	100,000.00
0002.	Clearing and Grubbing	Lump Sum	LS	30,000.00	30,000.00
0003.	Selective Demolition	Lump Sum	LS	200,000.00	200,000.00
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	15,000.00	15,000.00
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	10,000.00	10,000.00
0006.	Structural Excavation and Backfill	Lump Sum	LS	300,000.00	300,000.00
0007.	Fertilizing, Seeding, and Mulching	8	AC	1,100.00	8,800.00
** 0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	20,000.00	20,000.00
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	20,000.00	20,000.00
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	5,000.00	5,000.00
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	8.00	1,502,752.00
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	20.00	19,940.00
0013.	Painting	Lump Sum	LS	10,000.00	10,000.00
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS	2,500,000.00	2,500,000.00
0015.	Concrete Slope Pavement	188	SY	35.00	6,580.00
0016.	Utility Modifications	Lump Sum	LS	100,000.00	100,000.00

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0017.	Temporary Relocation Of Feeder Lines	Lump Sum	LS	100,000.00	100,000.00
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	380,000.00	380,000.00
0019.	Erosion Control				
0019AA.	First 10,670 Linear Feet	10,670	LF	4.00	42,680.00
0019AB.	All Over 10,670 Linear Feet	2,700	LF	2.00	5400.00
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	30,000.00	30,000.00
0021.	Miscellaneous Metals	Lump Sum	LS	25,000.00	25,000.00
				TOTAL	\$ 5,431,152.00

Award will be made as a whole to one bidder.

NOTE: Bidders shall furnish unit prices for all items listed on schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE. The quantity shown for Bid Item No. 0019AB is for evaluation purposes only. Payment for this item will be made on the basis of the actual quantity used.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89. The Variations in Estimated Quantities clause is applicable only to Item No. 0019.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0019 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

c. If the quantity of work performed under Item No. 0019 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. N/A exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 DEFINITION OF SMALL BUSINESS CONCERN.

A. EXPLANATION OF TERM. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.(FAR 19-101)

B. SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES.

1. CONSTRUCTION. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

2. DREDGING. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$13.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern. (FAR 19.102-1)

K.2 DEBARRED OR SUSPENDED BIDDERS.

By entering into this contract, the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4.

K.3 NONDOMESTIC CONSTRUCTION MATERIALS

As required by the contract clause entitled "BUY AMERICAN ACT -

CONSTRUCTION MATERIALS (APR 1984)", the following is a list of items of Nondomestic Construction Materials the bidder proposes to use, showing quantity, unit price, and intended use of each item:

Item	Quantity	Unit Price	Intended Use
------	----------	------------	--------------

K.4 CONTRACTOR ESTABLISHMENT CODE (AUG 1989)(52.204-4)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)

A. A. Sehlin

June 15, 1994

(Typed name of the officer or employee responsible for the offer)

+Subsections 27 (a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurement using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing

contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce

any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above A. A. Sehlin

Senior Vice President

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.7 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--
[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)

(R 7-2002.1 1974 APR)

(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 41-0827177.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are / / are not / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

(1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of Minnesota, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

K.14 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it / is, /X is not a small business concern and that / all, /X not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.15 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that it / is, /X is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)
(R FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it /___/ is, // is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, A. A. Sehlin, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), or (f) of the Office of Federal Procurement Policy Act, as amended+ (41.U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Johnson Bros. Corporation of Louisiana personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: None
(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

A. A. Sehlin 6/15/94
(Signature of the officer or employee responsible for the offer & date)

SA. Vice President

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

Black American (U.S. citizen)

Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act

 Other

(c) Certifications. Complete the following--

(1) The offeror is is not X a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has has not X made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was and the offeror--

 Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

 Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / is not /X/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

BID BOND (See instructions on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date) <p style="text-align: center;">JUNE 15, 1994</p>	FORM APPROVED OMB NO. <p style="text-align: center;">9000-0045</p>
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) JOHNSON BROS. CORPORATION OF LOUISIANA P.O. BOX 1002 LITCHFIELD, MN 55355	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION <p style="text-align: center;">MINNESOTA</p>
--	--

SURETY(IES) (Name and business address)
 SEABOARD SURETY COMPANY
 BURNT MILLS RD & RT 206
 BEDMINSTER, NJ 07921

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
20%					6-15-94	DACW 29-94-B-0047
					FOR (Construction, Supplies or Services)	LAKE PONCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN ETC.

OBIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. JOHNSON BROS. CORPORATION OF LOUISIANA	3.		
	BY (Seal)	(Seal)	(Seal)	Corporate
NAME(S) & TITLE(S) (Typed)	1. R. W. Johnson President	2.	3.	Seal

INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		
	(Seal)	(Seal)	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.		

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
	SEABOARD SURETY COMPANY BURNT MILLS RD & RT 206 BEDMINSTER, NJ 07921	NY	\$	Corporate
	SIGNATURE(S)	1.	2.	Seal
	NAME(S) & TITLE(S) (Typed)	1. ATTORNEY-IN-FACT LITTON E.S. FIELD, JR.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

ACKNOWLEDGMENT OF PRINCIPAL
FOR INDIVIDUAL OR CO-PARTNERSHIP

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, came before me personally

_____ to me well-known to be the same person who executed the foregoing bond, and each severally acknowledged the same to be his own free act and deed.

Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF RAMSEY

On this 15TH day of JUNE, 19 94, before me appeared

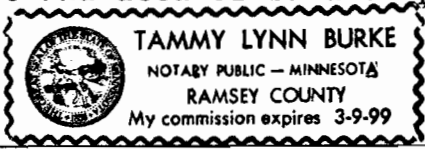
Litton E.S. Field, Jr. to me personally

known, who, being duly sworn, did say that he is the Attorney-in-Fact of the

SEABOARD SURETY COMPANY

that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____

Litton E.S. Field, Jr. acknowledged said instrument to be the free act and deed of said corporation.



Tammy Lynn Burke
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
FOR CORPORATION

STATE OF Minnesota
COUNTY OF Meeker

On this 15TH day of JUNE, 19 94, before me personally

came R. W. Johnson to me known, who, being by

me duly sworn, did depose and say; that he resides in _____

Litchfield, Minnesota that he is the President

of the JOHNSON BRCS. CORPORATION OF LOUISIANA

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Christine E. Paul
Notary Public

Certified Copy

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

No. 12164

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Litton E. S. Field or M. A. Jones or Litton E. S. Field, Jr. or Jay Nisbet or F. E. Launstein

of St. Paul, Minnesota

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 24th day of March, 1994



Attest:

(Seal)

Deelyn M. Fuller
Assistant Secretary

SEABOARD SURETY COMPANY,

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY ss.:
COUNTY OF SOMERSET

On this 24th day of March, 1994, before me personally appeared Michael B. Keegan, a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.



BELINDA FAYE LEE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 9, 1999

Belinda Faye Lee
Notary Public

C E R T I F I C A T E

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 24th day of JUNE, 1994



Sara K. Klauert
Assistant Secretary

Form 957 (Rev. 7/84)

3

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
 LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
 LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
 MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
 ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0001.	Mobilization and Demobilization	Lump Sum	LS	\$120,000.00	\$120,000.00
0002.	Clearing and Grubbing	Lump Sum	LS	\$19,000.00	\$19,000.00
0003.	Selective Demolition	Lump Sum	LS	\$342,000.00	\$342,000.00
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	\$18,000.00	\$18,000.00
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	\$17,000.00	\$17,000.00
0006.	Structural Excavation and Backfill	Lump Sum	LS	\$126,000.00	\$126,000.00
0007.	Fertilizing, Seeding, and Mulching	8	AC	\$1,650.00	\$13,200.00
** 0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	\$15,000.00	\$15,000.00
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	\$20,000.00	\$20,000.00
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	\$2,300.00	\$2,300.00
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	\$9.75	\$1,831,473.00
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	\$36.00	\$35,892.00
0013.	Painting	Lump Sum	LS	\$5,000.00	\$5,000.00
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS	\$2,145,000.00	\$2,145,000.00
0015.	Concrete Slope Pavement	188	SY	\$106.00	\$19,928.00
0016.	Utility Modifications	Lump Sum	LS	\$13,500.00	\$13,500.00

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE

(To be attached to Bid Form)

LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0017.	Temporary Relocation Of Feeder Lines	Lump Sum	LS	\$ 105,000.00	\$ 105,000.00
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	\$ 409,000.00	\$ 409,000.00
0019.	Erosion Control				
0019AA.	First 10,670 Linear Feet	10,670	LF	\$ 4.00	\$ 42,680.00
0019AB.	All Over 10,670 Linear Feet	2,700	LF	\$ 3.50	\$ 9,450.00
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	\$ 46,700.00	\$ 46,700.00
0021.	Miscellaneous Metals	Lump Sum	LS	\$ 20,000.00	\$ 20,000.00
				TOTAL	\$ 5,376,129.00

Award will be made as a whole to one bidder.

NOTE: Bidders shall furnish unit prices for all items listed on schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE. The quantity shown for Bid Item No. 0019AB is for evaluation purposes only. Payment for this item will be made on the basis of the actual quantity used.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) CONTINENTAL CONSTRUCTION COMPANY, INC. 5646 Shelby Oaks Drive Memphis, TN 38134 DUNS NO. 08-326-2360		15. TELEPHONE NO. (Include area code) (901) 382-4070
CODE _____ FACILITY CODE _____		18. 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 ▶ \$ 5,376,129.00

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	0001	0002	0003						
DATE	5/26/94	6/2/94	6/7/94						

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Joe B. McGaugh, President	20B. SIGNATURE <i>Joe B. McGaugh</i>	20C. OFFER DATE June 15, 1994
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

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) ()
---	------------	--

ADMINISTERED BY New Orleans Area Office P.O. Box 60267 Foot of Prytania Street, Rm. 186 New Orleans, LA 70160-0267	27. PAYMENT WILL BE MADE BY Disbursing Officer U.S. Army Engineer District, New Orleans P.O. Box 60267 New Orleans, LA 70160-0267
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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 issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions 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. 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)
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW29-94-B-0047	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/3/94	PAGE OF PAGES 1/2
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ED0000-4031-0144	6. PROJECT NO. DACW29-94-B-0047
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7. ISSUED BY US ARMY ENGR DIST NEW ORLEANS PO BOX 60267 NEW ORLEANS LA 70160-0267	CODE ISSUE1	8. ADDRESS OFFER TO OFFER1 US ARMY ENGR DIST NEW ORLEANS ATTN CELMN-CT PO BOX 60267 NEW ORLEANS LA 70160-0267
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9. FOR INFORMATION CALL:	A. NAME Sheila W. Enclade SC1	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (504) 862-1514
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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 no., date):

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 007
--	---------------------------

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 1400 (hour) local time 6/8/94 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes 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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89. The Variations in Estimated Quantities clause is applicable only to Item No. 0019.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0019 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

c. If the quantity of work performed under Item No. 0019 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. N/A exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 DEFINITION OF SMALL BUSINESS CONCERN.

A. EXPLANATION OF TERM. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.(FAR 19-101)

B. SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES.

1. CONSTRUCTION. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

2. DREDGING. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$13.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern. (FAR 19.102-1)

K.2 DEBARRED OR SUSPENDED BIDDERS.

By entering into this contract, the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4.

K.3 NONDOMESTIC CONSTRUCTION MATERIALS

As required by the contract clause entitled "BUY AMERICAN ACT -

CONSTRUCTION MATERIALS (APR 1984)", the following is a list of items of Nondomestic Construction Materials the bidder proposes to use, showing quantity, unit price, and intended use of each item:

Item	Quantity	Unit Price	Intended Use
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K.4 CONTRACTOR ESTABLISHMENT CODE (AUG 1989)(52.204-4)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, Joe B. McGaugh, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), or (f) of the Office of Federal Procurement Policy Act, as amended* (41.U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of CONTINENTAL CONSTRUCTION COMPANY, INC. personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: NONE
(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Joe B. McGaugh June 15, 1994
(Signature of the officer or employee responsible for the offer & date)

Joe B. McGaugh June 15, 1994
(Typed name of the officer or employee responsible for the offer)

+Subsections 27 (a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurement using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing

contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce

any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Joe B. McGaugh,
President

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.7 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--
[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)
(R 7-2002.1 1974 APR)
(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 62-0853562.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are / / are not /X/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not X/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

(1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of Tennessee, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)
(R FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it / / is, /X/ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<u> </u> 50 or fewer	<u> </u> \$1 million or less
<u> </u> 51-100	<u> </u> \$1,000,001-\$2 million
<u> </u> 101-250	<u> </u> \$2,000,001-\$3.5 million
<u> </u> 251-500	<u> </u> \$3,500,001-\$5 million
<u> </u> 501-750	<u> </u> \$5,000,001-\$10 million
<u> </u> 751-1,000	<u> </u> \$10,000,001-\$17 million
<u> </u> Over 1,000	<u> </u> Over \$17 million

(End of provision)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

- Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- Black American (U.S. citizen)
- Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)
- Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act

 Other

(c) Certifications. Complete the following--

(1) The offeror is is not X a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has has not made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was and the offeror--

 Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

 Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It /X/ has, /_/ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It /X/ has, /_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / is not /X/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

INSTRUCTIONS FOR COMPLETING DD FORM 2051

GENERAL NOTE FOR PERSONNEL PREPARING OR PROCESSING THIS REPORT

Coding must be as indicated in the instructions. In cases where specific coding instructions are provided, reference must be made to the Department of Defense Manual for Standard Data Elements, DoD 5000.12-M. Noncompliance with either the coding instructions contained herein or those published in referenced manual will make the organization which fails to comply responsible for required concessions in data base communication.

SPECIFIC INSTRUCTIONS

SECTION A - TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY	SECTION B - (Continued)
Item 1: Self-explanatory.	Item 4: Self-explanatory.
Item 2: Mark the type code being requested. 2a: A Federal Supply Code for Manufacturers (FSCM) five position all numeric code (e.g., 12345) which is used in the Federal Catalog System to identify a certain facility at a specific location which is a possible source for the manufacture and/or design control of items cataloged by the Federal Government; or, 2b: A MILSCAP code of five positions (e.g., 1A367). These are assigned to contractors which are nonmanufacturers or are manufacturers not qualifying for inclusion in the Federal Catalog System.	Item 5: A disadvantaged business firm is defined as a firm that is 51% or more, owned, controlled, and operated by a person(s) who is socially and economically disadvantaged. "Controlled" is defined as exercising the power to make policy decisions. "Operated" is defined as actively involved in the day-to-day management of the firm. Item 6: Enter the number of employees. This number should include the employees of all affiliates.
Item 3: If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point.	Item 7: A woman-owned business is defined as a firm that is 51% or more, owned, controlled, and operated by a woman or women. "Controlled" and "Operated" are as defined in Item 5.
Item 4: Self-explanatory.	Item 8: The SIC Code is a Government Index used to identify business activity and indicates the function (manufacturer, wholesaler, retailer, or service) and the line of business in which the company is engaged. If multiple SIC Codes, indicate the primary first, next important, etc.
SECTION B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED	Items 9 and 10: Self-explanatory.
Items 1a and 1b: Self-explanatory.	NOTE: When any future changes are made to the coded facility; i.e., name change, location change, business sold or operations discontinued, etc., written notification stating the appropriate change should be sent to: <div style="text-align: right;"> Commander Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016 </div>
Item 1c: If a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.	
Item 2: Self-explanatory.	
Item 3: If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.	

REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE

(See Instructions on Reverse)

Form Approved
OMB No. 0704-0134
Exp. Date: Jun 30, 1988

SECTION A - TO BE COMPLETED BY INITIATOR

1. REQUESTING GOVERNMENT AGENCY/ACTIVITY

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. PSCM	a. CAO		
b. MILSCAP	b. ADP		
4. INITIATOR			
a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.

SECTION B - TO BE COMPLETED BY FIRM TO BE CODED

1. FIRM		b. ADDRESS (Street, City, State and Zip Code)	
a. NAME (include Branch of, Division of, etc.) CONTINENTAL CONSTRUCTION COMPANY, INC.		5646 Shelby Oaks Drive Memphis, TN 38134	
c. CAGE CODE (if previously assigned) ØGØK4			
2. IF FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary) N/A		3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)	
		<input checked="" type="checkbox"/>	a. NONE
			b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)
			c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)
4. PRIMARY BUSINESS CATEGORY (X one)		5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	
<input type="checkbox"/>	a. MANUFACTURER		
<input type="checkbox"/>	b. DEALER/DISTRIBUTOR	a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(a) PROGRAM	
<input checked="" type="checkbox"/>	c. CONSTRUCTION FIRM	b. OTHER DISADVANTAGED SMALL BUSINESS FIRM	
<input type="checkbox"/>	d. SERVICE COMPANY	c. NOT DISADVANTAGED SMALL BUSINESS FIRM	
<input type="checkbox"/>	e. SALES OFFICE		
<input type="checkbox"/>	f. OTHER (Specify)	<input checked="" type="checkbox"/>	c. NOT DISADVANTAGED SMALL BUSINESS FIRM
		6. NUMBER OF EMPLOYEES	
		7. WOMAN OWNED BUSINESS (X one)	
		<input type="checkbox"/>	a. YES
		<input checked="" type="checkbox"/>	b. NO
		8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S) 1510	
		a. PRIMARY	
		b. OTHER (Specify)	
9. REMARKS			

10. FIRM OFFICIAL

a. TYPED NAME (Last, First, Middle Initial) Joe B. McGaugh President	b. DATE SIGNED (YYMMDD) 94/06/15	c. SIGNATURE <i>Joe B. McGaugh</i>	d. TELEPHONE NO. 901-382-4070
---	--	--	---

BID BOND <i>(See Instructions on reverse)</i>				DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i> 6/8/94		
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.						
PRINCIPAL <i>(Legal name and business address)</i> CONTINENTAL CONSTRUCTION CO. INC. 5646 SHELBY OAKS DRIVE MEMPHIS, TN 38134				TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION TENNESSEE		
SURETY(IES) <i>(Name(s) and business address(es))</i> ST. PAUL FIRE AND MARINE INSURANCE COMPANY 385 Washington Street, St. Paul, Minnesota 55102						
PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE 20%	AMOUNT NOT TO EXCEED				BID DATE 6/15/94	INVITATION NO. DACW29-94-B-0047
	MILLION(S) (OF	THOUSAND(S) AMOUNT	HUNDRED(S) BID)	CENTS	FOR <i>(Construction, Supplies or Services)</i> LAKE PONTCHARTRAIN, LA & VICINITY	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

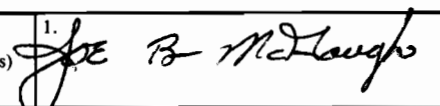
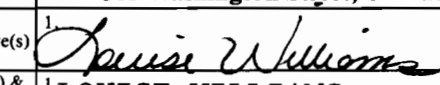
THEREFORE:

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
Signature(s)	1.  <i>(Seal)</i>	2.			
	Name(s) & Title(s) <i>(Typed)</i>	1. Joe B. McGaugh President	2.		<i>Corporate Seal</i>
INDIVIDUAL SURETY(IES)					
Signature(s)	1.	2.			
		<i>(Seal)</i>			<i>(Seal)</i>
Name(s) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	Name & Address	St. Paul Fire and Marine Insurance Company 385 Washington Street, St. Paul, Minn.		STATE OF INC. Minn.	LIABILITY LIMIT
	Signature(s)	1. 		2.	
	Name(s) & Title(s) <i>(Typed)</i>	1. LOUISE WILLIAMS Attorney-in-Fact		2.	<i>Corporate Seal</i>

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate security is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed

"CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

CERTIFIED COPY NO.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

1656237

F-00209

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Tim Treadwell, III, Tim Treadwell, IV, T. L. Treadwell, Milton C. Lagasse, John F. Lytton, John Crow, Louise Williams, individually, Memphis, Tennessee

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION DOLLARS (\$10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V - Section 6(C), of the By-Laws adopted by the Shareholders of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6 (C):

- "The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
 - (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
 - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."



IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of November, A.D. 1990.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Michael B. Keegan

MICHAEL B. KEEGAN, Secretary

STATE OF NEW JERSEY) ss.
County of Somerset

On this 20th day of November, 19 92, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the township of Bedminster, New Jersey, the day and year first above written.



Linda Smethers

LINDA SMETHERS, Notary Public, Middlesex, NJ
My Commission Expires December 16, 1996

CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

8TH day of JUNE, 19 94

Roy F. Seymour

ROY F. SEYMOUR, Asst. Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

2

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW29-94-B-0047	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/3/94	PAGE OF PAGES 1/2
--	---	--	--------------------------	----------------------

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ED0000-4031-0144	6. PROJECT NO. DACW29-94-B-0047
7. ISSUED BY US ARMY ENGR DIST NEW ORLEANS PO BOX 60267 NEW ORLEANS LA 70160-0267	CODE ISSUE1	8. ADDRESS OFFER TO OFFER1 US ARMY ENGR DIST NEW ORLEANS ATTN CELMN-CT PO BOX 60267 NEW ORLEANS LA 70160-0267

9. FOR INFORMATION CALL:	A. NAME Sheila W. Enclade SC1	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (504) 862-1514
--------------------------	-------------------------------------	---

SOLICITATION

E: 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 no., date):

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND 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 007
--	---------------------------

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 1400 (hour) local time 6/3/94 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

AMD.
#0002

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 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)
The Hardaway Company
 P. O. Box 1360
 Columbus, Georgia 31902-1360
 CAGE: 27223
 DUNS NO. CEC: 00-692-5796

15. TELEPHONE NO. (Include area code)
(706) 322-3274

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 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 ▶

\$5,940,160.00

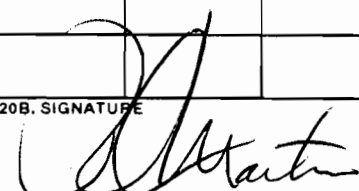
18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	0001	0002	0003							
DATE	5/26/94	6/2/94	6/7/94							

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Roger C. Martin, Vice President

20B. SIGNATURE


20C. OFFER DATE
June 15, 1994

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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
 New Orleans Area Office
 P.O. Box 60267
 Foot of Prytania Street, Rm. 186
 New Orleans, LA 70160-0267

27. PAYMENT WILL BE MADE BY
 Disbursing Officer
 U.S. Army Engineer District, New Orleans
 P.O. Box 60267
 New Orleans, LA 70160-0267

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, requisitions 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)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
 BY

31C. AWARD DATE

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE
 (To be attached to Bid Form)
LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0001.	Mobilization and Demobilization	Lump Sum	LS	100,000.00	100,000.00
0002.	Clearing and Grubbing	Lump Sum	LS	250,000.00	250,000.00
0003.	Selective Demolition	Lump Sum	LS	200,000.00	200,000.00
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	10,000.00	10,000.00
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	30,000.00	30,000.00
0006.	Structural Excavation and Backfill	Lump Sum	LS	40,000.00	40,000.00
0007.	Fertilizing, Seeding, and Mulching	8	AC	3500.00	28,000.00
** 0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	30,000.00	30,000.00
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	25,000.00	25,000.00
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	3,000.00	3,000.00
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	10.00	1,878,440.00
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	40.00	39,880.00
0013.	Painting	Lump Sum	LS	5000.00	5000.00
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS	2,500,000.00	2,500,000.00
0015.	Concrete Slope Pavement	188	SY	75.00	14,100.00
0016.	Utility Modifications	Lump Sum	LS	75,000.00	75,000.00

SOLICITATION NO. DACW29-94-B-0047

BIDDING SCHEDULE

(To be attached to Bid Form)

LAKE PONTCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
LONDON AVE. OUTFALL CANAL, PARALLEL PROTECTION,
MIRABEAU AVE. TO LEON C. SIMON BLVD. FLOODWALL,
ORLEANS PARISH, LOUISIANA

Item No.	Description	Estimated Quantity	Unit	Unit Price	Est. Amt.
0017.	Temporary Relocation Of Feeder Lines	Lump Sum	LS	175,000.00	175,000.00
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	430,000.00	430,000.00
0019.	Erosion Control				
0019AA.	First 10,670 Linear Feet	10,670	LF	2.00	21,340.00
0019AB.	All Over 10,670 Linear Feet	2,700	LF	2.00	5,400.00
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	60,000.00	60,000.00
0021.	Miscellaneous Metals	Lump Sum	LS	20,000.00	20,000.00
TOTAL					5,940,160.00

Award will be made as a whole to one bidder.

NOTE: Bidders shall furnish unit prices for all items listed on schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, HIS BID WILL BE DECLARED NON-RESPONSIVE. The quantity shown for Bid Item No. 0019AB is for evaluation purposes only. Payment for this item will be made on the basis of the actual quantity used.

VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89. The Variations in Estimated Quantities clause is applicable only to Item No. 0019.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0019 is less than 85% of the quantity of the first sub-item listed under such items, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

c. If the quantity of work performed under Item No. 0019 exceeds 115% or is less than 85% of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. N/A exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, "Variations in Estimated Quantities".

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 DEFINITION OF SMALL BUSINESS CONCERN.

A. EXPLANATION OF TERM. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.(FAR 19-101)

B. SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES.

1. CONSTRUCTION. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction", of the SIC Manual.)

2. DREDGING. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$13.5 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern. (FAR 19.102-1)

K.2 DEBARRED OR SUSPENDED BIDDERS.

By entering into this contract, the Contractor certifies that neither he nor any person or firm who has an interest in the Contractor's firm is a person ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR subpart 9.4.

K.3 NONDOMESTIC CONSTRUCTION MATERIALS

As required by the contract clause entitled "BUY AMERICAN ACT -

CONSTRUCTION MATERIALS (APR 1984)", the following is a list of items of Nondomestic Construction Materials the bidder proposes to use, showing quantity, unit price, and intended use of each item:

Item	Quantity	Unit Price	Intended Use
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K.4

CONTRACTOR ESTABLISHMENT CODE (AUG 1989)(52.204-4)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, Roger C. Martin, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), or (f) of the Office of Federal Procurement Policy Act, as amended (41.U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of The Hardaway Company personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: NONE
(Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

The Hardaway Company

June 15, 1994

(Signature of the officer or employee responsible for the offer & date)

Roger C. Martin
Vice President

Roger C. Martin Vice President
(Typed name of the officer or employee responsible for the offer)

+Subsections 27 (a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurement using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing

contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce

any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

N/A

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.7 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--
[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) /_/_ has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) /_/_ has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)
(R 7-2002.1 1974 APR)
(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 63-0786586.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are / / are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

(1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of Georgia, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

K.14 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.15 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)
(R FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it /_/ is, /_/ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

- Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- Black American (U.S. citizen)
- Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)
- Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act

 Other

(c) Certifications. Complete the following--

(1) The offeror is is not X a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has has not X made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was and the offeror--

 Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

 Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / is not /X listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE

(See Instructions on Reverse)

Form Approved
OMB No. 0704-0134
Exp. Date: Jun 30, 1988

SECTION A - TO BE COMPLETED BY INITIATOR

1. REQUESTING GOVERNMENT AGENCY/ACTIVITY

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. PSCM	a. CAO		
b. MILSCAP	b. ADP		
4. INITIATOR			
a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.

SECTION B - TO BE COMPLETED BY FIRM TO BE CODED

1. FIRM		b. ADDRESS (Street, City, State and Zip Code)		
a. NAME (Include Branch of, Division of, etc.)		3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)		
c. CAGE CODE (if previously assigned)				
FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)		a. NONE		
		b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)		
		c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)		
4. PRIMARY BUSINESS CATEGORY (X one)	5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	6. NUMBER OF EMPLOYEES		
a. MANUFACTURER	a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(a) PROGRAM	7. WOMAN OWNED BUSINESS (X one)		
b. DEALER/DISTRIBUTOR		a. YES b. NO		
c. CONSTRUCTION FIRM		b. OTHER DISADVANTAGED SMALL BUSINESS FIRM	8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)	
d. SERVICE COMPANY			a. PRIMARY	
e. SALES OFFICE		c. NOT DISADVANTAGED SMALL BUSINESS FIRM	b. OTHER (Specify)	
f. OTHER (Specify)				
9. REMARKS				

10. FIRM OFFICIAL			
a. TYPED NAME (Last, First, Middle Initial)	b. DATE SIGNED (YYMMDD)	c. SIGNATURE	d. TELEPHONE NO.

INSTRUCTIONS FOR COMPLETING DD FORM 2051

GENERAL NOTE FOR PERSONNEL PREPARING OR PROCESSING THIS REPORT

Coding must be as indicated in the instructions. In cases where specific coding instructions are provided, reference must be made to the Department of Defense Manual for Standard Data Elements, DoD 5000.12-M. Noncompliance with either the coding instructions contained herein or those published in referenced manual will make the organization which fails to comply responsible for required concessions in data base communication.

SPECIFIC INSTRUCTIONS

SECTION A - TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY	SECTION B - (Continued)
Item 1: Self-explanatory.	Item 4: Self-explanatory.
Item 2: Mark the type code being requested. 2a: A Federal Supply Code for Manufacturers (FSCM) five position all numeric code (e.g., 12345) which is used in the Federal Catalog System to identify a certain facility at a specific location which is a possible source for the manufacture and/or design control of items cataloged by the Federal Government; or, 2b: A MILSCAP code of five positions (e.g., 1A367). These are assigned to contractors which are nonmanufacturers or are manufacturers not qualifying for inclusion in the Federal Catalog System.	Item 5: A disadvantaged business firm is defined as a firm that is 51% or more, owned, controlled, and operated by a person(s) who is socially and economically disadvantaged. "Controlled" is defined as exercising the power to make policy decisions. "Operated" is defined as actively involved in the day-to-day management of the firm.
Item 3: If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point.	Item 6: Enter the number of employees. This number should include the employees of all affiliates.
Item 4: Self-explanatory.	Item 7: A woman-owned business is defined as a firm that is 51% or more, owned, controlled, and operated by a woman or women. "Controlled" and "Operated" are as defined in Item 5.
SECTION B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED	Item 8: The SIC Code is a Government Index used to identify business activity and indicates the function (manufacturer, wholesaler, retailer, or service) and the line of business in which the company is engaged. If multiple SIC Codes, indicate the primary first, next important, etc.
Items 1a and 1b: Self-explanatory.	Items 9 and 10: Self-explanatory.
Item 1c: If a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.	NOTE: When any future changes are made to the coded facility; i.e., name change, location change, business sold or operations discontinued, etc., written notification stating the appropriate change should be sent to: Commander Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016
Item 2: Self-explanatory.	
Item 3: If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.	

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

FORM APPROVED OMB NO.

June 15, 1994

9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) The Hardaway Company P.O. Box 1360 Columbus, Georgia 31993	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION
	STATE OF INCORPORATION Georgia

SURETY(IES) (Name and business address)
 National Union Fire Insurance Company of Pittsburgh, PA
 70 Pine Street
 New York, New York 10270

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
20%	3	000	000	00	June 15, 1994	DACW29-94-B-0047
					FOR (Construction, Supplies or Services) Construction	Lake Pontchartrain, LA & Vicinity, High Level Plan, London Avenue Outfall Canal, etc., Orleans Parish, LA


OBIGATION:
 We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
 The Principal has submitted the bid identified above.

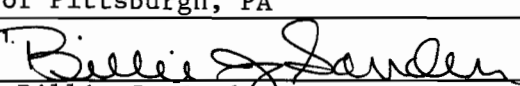
THEREFORE:
 The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:
 The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

The Hardaway Company		PRINCIPAL	
SIGNATURE(S)	1.  (Seal)	2. _____ (Seal)	3. _____ (Seal)
NAME(S) & TITLE(S) (Typed)	1. Roger C. Martin Vice President	2. _____	3. _____

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)
NAME(S) (Typed)	1. _____	2. _____	3. _____

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	National Union Fire Insurance Company of Pittsburgh, PA	STATE OF INC. PA	LIABILITY LIMIT \$ 100%	Corporate Seal
	SIGNATURE(S)	1. 	2. _____		
	NAME(S) & TITLE(S) (Typed)	1. Billie Jo Sanders Attorney-in-Fact	2. _____		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

- This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

—James S. Burkart, J.F. Smith, Jr., Billie Jo Sanders, Pope Mc Elvy, E. Jerry Gillon, Judy W. Payne, Kelley Maltby:
of Montgomery, Alabama—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

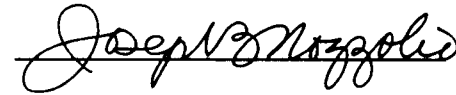


this 4 day of November, 1993.


Mark E. Reagan, Senior Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 4th day of November 93, before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.


JOSEPH B. NOZZOLIO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 31, 1994

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

*RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

*RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;


*RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 15th day of June, 1994.


Elizabeth M. Tuck, Secretary

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)
(R 7-2002.1 1974 APR)
(R 1-1.505)

K.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.9 52.204-3 TAXPAYER IDENTIFICATION (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: 72-0836531

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are / / are not /X/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not /X/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.11 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DEC 1991)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation in section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

(End of clause)

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (APR 1993)

(a) Definition.

"Significant interest," as used in this provision, means--

(1) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of ten percent or more of the assets of a firm such as

equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

Country	Significant interest
(1) Cuba.....	_____
(2) Iran.....	_____
(3) Iraq.....	_____
(4) Libya.....	_____
(5) North Korea.....	_____
(6) Syria.....	_____

(End of provision)

K.13 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of LOUISIANA, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the bidder is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(a) Representation. The offeror represents that it is, is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who

also control and operate the business.

(End of provision)

(R FPR Temp. Reg. 48 1978 DEC)

K.16 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it /___/ is, /X/ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input checked="" type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input checked="" type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

Black American (U.S. citizen)

Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business

Act

 Other

(c) Certifications. Complete the following--

(1) The offeror is is not X a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has has not made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was and the offeror--

 Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

 Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification. Notify the Contracting Officer before contract award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

K.18 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

K.19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It XX has, /_/ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It XX has, /_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

K.20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / is not ~~XX~~ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)
(AV 7-2003.71 1977 JUN)
(AV 1-1.2302-1)

K.21 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days

after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.22 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export

Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.
- (End of clause)

K.23 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION K

REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE

(See Instructions on Reverse)

Form Approved
OMB No. 0704-0134
Exp. Date: Jun 30, 1988

SECTION A - TO BE COMPLETED BY INITIATOR

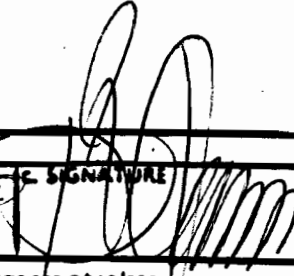
1. REQUESTING GOVERNMENT AGENCY/ACTIVITY

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
		B & K CONSTRUCTION CO., INC. 1905 HIGHWAY 59 MANDEVILLE, LA 70448	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. PSCM	a. CAO		
b. MILSCAP	b. ADP		
4. INITIATOR			
a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.

SECTION B - TO BE COMPLETED BY FIRM TO BE CODED

1. FIRM		b. ADDRESS (Street, City, State and Zip Code)	
a. NAME (Include Branch of, Division of, etc.) B & K CONSTRUCTION CO., INC.		1905 HIGHWAY 59 MANDEVILLE, LA 70448	
c. CAGE CODE (if previously assigned)			
FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)		3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)	
		<input checked="" type="checkbox"/> a. NONE	
		<input type="checkbox"/> b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)	
<input type="checkbox"/> c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)			
4. PRIMARY BUSINESS CATEGORY (X one)		5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	
<input type="checkbox"/> a. MANUFACTURER	<input type="checkbox"/> a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(a) PROGRAM		6. NUMBER OF EMPLOYEES ±100
<input type="checkbox"/> b. DEALER/DISTRIBUTOR			7. WOMAN OWNED BUSINESS (X one)
<input checked="" type="checkbox"/> c. CONSTRUCTION FIRM			<input type="checkbox"/> a. YES <input checked="" type="checkbox"/> b. NO
<input type="checkbox"/> d. SERVICE COMPANY			8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)
<input type="checkbox"/> e. SALES OFFICE			<input type="checkbox"/> a. PRIMARY Y111
<input type="checkbox"/> f. OTHER (Specify)	<input checked="" type="checkbox"/> c. NOT DISADVANTAGED SMALL BUSINESS FIRM	<input type="checkbox"/> b. OTHER (Specify) Y245, Y260	

9. MARKS

10. FIRM OFFICIAL			
a. TYPED NAME (Last, First, Middle Initial)	b. DATE SIGNED (YYMMDD)	c. SIGNATURE	d. TELEPHONE NO.
H. B. Kenyon	94/06/15 H.B.K.		504-626-1866

INSTRUCTIONS FOR COMPLETING DD FORM 2051

GENERAL NOTE FOR PERSONNEL PREPARING OR PROCESSING THIS REPORT

Coding must be as indicated in the instructions. In cases where specific coding instructions are provided, reference must be made to the Department of Defense Manual for Standard Data Elements, DoD 5000.12-M. Noncompliance with either the coding instructions contained herein or those published in referenced manual will make the organization which fails to comply responsible for required concessions in data base communication.

SPECIFIC INSTRUCTIONS

SECTION A - TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY	SECTION B - (Continued)
Item 1: Self-explanatory.	Item 4: Self-explanatory.
Item 2: Mark the type code being requested. 2a: A Federal Supply Code for Manufacturers (FSCM) five position all numeric code (e.g., 12345) which is used in the Federal Catalog System to identify a certain facility at a specific location which is a possible source for the manufacture and/or design control of items cataloged by the Federal Government; or, 2b: A MILSCAP code of five positions (e.g., 1A367). These are assigned to contractors which are nonmanufacturers or are manufacturers not qualifying for inclusion in the Federal Catalog System.	Item 5: A disadvantaged business firm is defined as a firm that is 51%, or more, owned, controlled, and operated by a person(s) who is socially and economically disadvantaged. "Controlled" is defined as exercising the power to make policy decisions. "Operated" is defined as actively involved in the day-to-day management of the firm. Item 6: Enter the number of employees. This number should include the employees of all affiliates.
Item 3: If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point.	Item 7: A woman-owned business is defined as a firm that is 51%, or more, owned, controlled, and operated by a woman or women. "Controlled" and "Operated" are as defined in Item 5.
Item 4: Self-explanatory.	Item 8: The SIC Code is a Government Index used to identify business activity and indicates the function (manufacturer, wholesaler, retailer, or service) and the line of business in which the company is engaged. If multiple SIC Codes, indicate the primary first, next important, etc.
SECTION B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED	Items 9 and 10: Self-explanatory.
Items 1a and 1b: Self-explanatory.	NOTE: When any future changes are made to the coded facility; i.e., name change, location change, business sold or operations discontinued, etc., written notification stating the appropriate change should be sent to: Commander Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016
Item 1c: If a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.	
Item 2: Self-explanatory.	
Item 3: If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.	



CONSTRUCTION COMPANY, INC.

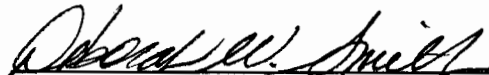
BE IT RESOLVED, that H. B. KENYON, the President of B & K Construction Company, is hereby authorized and directed to sign bid and contract documents on behalf of B & K Construction Co., Inc. on the:

DACW29-94-B-0047 - LAKE PONCHARTRAIN, LOUISIANA AND VICINITY, HIGH LEVEL PLAN
LONDON AVE OUTFALL CANAL, PARALLEL PROTECTION, MIRABEAU AVE TO LEON C. SIMON BLVD.

Project containing all terms, provisions and conditions said H. B. KENYON deems necessary and advisable in his best judgment, including the signing and submitting of any and all amendments and other documents or instruments which may be necessary to carry out the intent and purpose of this resolution.

I, Deborah Smith, the undersigned Secretary of B & K Construction Company, do certify that the above and foregoing is a true and correct copy of the resolution adopted by the Board of Directors of the corporation at a meeting held on the 15th day of JUNE, 1994 at which a quorum was present and voting, and I further certify that H. B. KENYON, at all times from the date of said meeting to the present has continued in office as the President of the corporation.

IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal this 15th day of JUNE, 1994.


Deborah Smith, Secretary

SEAL

State of Louisiana



State Licensing Board for Contractors

This is to Certify that: B & K CONSTRUCTION COMPANY

1905 Highway 59
Mandeville LA 70448

is duly licensed and entitled to practice the following classifications:

HIGHWAY, STREET AND BRIDGE CONSTRUCTION; HEAVY CONSTRUCTION;
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; BUILDING CONSTRUCTION



until December 31, 1994, when this Certificate expires.

Witness our hand and seal of the Board dated,
Baton Rouge, La. 15th day of JANUARY 1994.

Raymond J. ...
DIRECTOR

This License is Not Transferable

Donald E. ...
CHAIRMAN
Allyson ...
SECRETARY-TREASURER

No. 12069

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

6-15-94

FORM APPROVED OMB NO.

9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address) B & K Construction Co., Inc. 1905 Highway 59 Mandeville, LA 70448	TYPE OF ORGANIZATION ("X" one)	
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION
STATE OF INCORPORATION LA		

SURETY(IES) (Name and business address)
St. Paul Fire and Marine Insurance Company
385 Washington Street
St. Paul, Minnesota 55102

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
20%					6-15-94	DACW29-94-B-0047
					FOR (Construction, Supplies or Services)	Construction

OBLIGATION:

the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

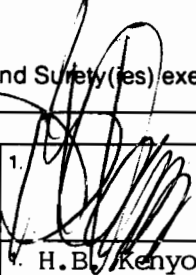
THEREFORE:

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

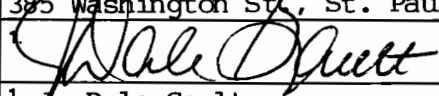
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1.  (Seal)	2. _____ (Seal)	3. _____ (Seal)
NAME(S) & TITLE(S) (Typed)	H. B. Kenyon-President B&K Construction Co.Inc.	2.	3.

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)
NAME(S) (Typed)	1. _____	2. _____	3. _____

CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	St. Paul Fire & Marine Insurance Co. 385 Washington St., St. Paul, MN	STATE OF INC. MN
	SIGNATURE(S)		2. _____
	NAME(S) & TITLE(S) (Typed)	D. Dale Gault Attorney-in-Fact	2.

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

CERTIFIED COPY NO.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

1692646

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

F-00426

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

**J. Dale Gault, Andrew James Helouin III, Robyn K. Gueringer,
Christine A. Robichaux, individually, Baton Rouge, Louisiana**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

NOT TO EXCEED IN PENALTY THE SUM OF TWENTY-FIVE MILLION DOLLARS (\$25,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Shareholders of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6 (C):

- "The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of November, A.D. 1990.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY



STATE OF NEW JERSEY) ss.
County of Somerset

Michael Keegan
MICHAEL B. KEEGAN, Secretary

On this 26th day of May, 19 93, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the township of Bedminster, New Jersey, the day and year first above written.



LINDA SMETHERS, Notary Public, Middlesex, NJ
My Commission Expires December 16, 1996

CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

15th day of June, 19 94



Roy F. Seymour
ROY F. SEYMOUR, Asst. Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 6

2. AMENDMENT/MODIFICATION NO. 0001
3. EFFECTIVE DATE 05/26/94
4. REQUISITION/PURCHASE REQ. NO. ED0000-4031-0144
5. PROJECT NO. (if applicable) dek

6. ISSUED BY CODE ISSUE1
US ARMY ENGR DIST NEW ORLEANS
PO BOX 60267
NEW ORLEANS LA 70160-0267
Molly M. Block SC2(504) 862-2879

7. ADMINISTERED BY (if other than Item 6) CODE ADMIN1
US ARMY ENGR DIST, NEW ORLEANS
ATTN CELMN-CT
PO BOX 60267
NEW ORLEANS LA 70160-0267

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000000
B & K CONSTRUCTION CO., INC.
1905 HIGHWAY 59
MANDENVILLE, LA 70448
MAY 27 1994
CONSTRUCTION CO., INC.

9A. AMENDMENT OF SOLICITATION NO. DACW29-94-B-0047
9B. DATED (SEE ITEM 11) 05/03/94
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

CODE QMR68 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS SEE BELOW

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Plans and Specifications covering Lake Pontchartrain, Louisiana and Vicinity, High Level Plan, London Avenue Outfall Canal, Parallel Protection, Mirabeau Avenue to Robert E. Lee Blvd., West Bank; Mirabeau Avenue to Leon C. Simon Blvd., East Bank Floodwall, Orleans Parish, Louisiana, are hereby amended as follows:
BID OPENING
Bid Opening Date and Time of 8 June 1994, 2:00 P. M., LOCAL TIME AT
PLACE OF BID OPENING, remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) H. B. Kenyon, President
15B. CONTRACTING OFFICER
15C. DATE SIGNED 6/15/94 HBE
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
BY (Signature of Contracting Officer)

BIDDING SCHEDULE

Delete page B-1 in its entirety and substitute revised attached page B-1 therefor. A double asterisk (**) denotes a modification.

SECTION C - TECHNICAL PROVISIONS

1. Page C2C-1, Paragraph C2C-2. Delete item (2), Excavation, in its entirety, and substitute the following:

"(2) Excavation. Check grade, slopes, and dimensions for compliance with design sections. The Contractor shall have an option to degrade the existing landside levee to elevation 3.0 N.G.V.D. at any time to improve the accessibility for construction in the following reaches:

Station 69+15 to 73+00 EB/L
Station 85+20 to 100+00 EB/L

The Contractor shall have an option to degrade the existing landside levee only during non-hurricane season with a maximum water elevation of 6.75 N.G.V.D. in the following reaches:

<u>Reach</u>	<u>Degraded Levee Elevation</u>
70+50 to 84+50 WB/L	3.0
85+60 to 99+15 WB/L	3.5
100+40 to 119+85 WB/L	3.0
73+00 to 84+60 EB/L	3.0
102+30 to 119+40 EB/L	3.0
120+18 to 126+88 EB/L	4.0

The Contractor's hurricane plan shall include provisions for returning the levees to their original heights if new floodwall construction is not complete by the beginning of hurricane season. During hurricane season, the Contractor shall be prohibited to degrade existing levee until the new floodwall is complete and the concrete has attained a compressive strength of 3,000 psi."

2. Page C2G-6.

a. Add a following new paragraph after existing paragraph C2G-8.4, which begins on existing page C2G-5:

"C2G-8.4.1 Pull and Clean Existing AZ-18 Steel Sheet Piling. From Sta. 99+73.36 EB/L to Sta. 99+91.07 EB/L, the Contractor shall pull and clean existing AZ-18 steel sheet piling up to elevation 14.40 as shown on the drawings. The pulled portion of the piles shall be cleaned with a jet of water. The Contractor shall repair any damaged protective coating on AZ-18 sheet piling. For paint requirements, see Section C9A, "PAINTING."

b. Paragraph C2G-8.5. In the third (3rd) line, change "AZ-10" to "RZ-10".

3. Page C2G-10.

a. Paragraph C2G-11.1.5. Add the following sentence after the last sentence: "No separate measurement will be made for approximately eighteen (18) linear feet of existing AZ-18 steel sheet piling to be pulled and cleaned up to elevation 14.40."

b. Paragraph C2G-11.1.6. In the second (2nd) line, after "AZ-18", add ",RZ-10 and PZ-27".

4. Page C2G-11, Paragraph C2G-11.2.6. In the second (2nd) and third (3rd) lines, after "AZ-18", add ",RZ-10 and PZ-27".

5. Page C2J-3.

a. Add the following new paragraph after existing paragraph C2J-4.3:

"C2J-4.4 Concrete Slope Pavement. The Contractor shall remove and dispose of existing slope pavement on west bank as indicated on Contract Drawings and as specified herein."

b. Paragraph C2J-6.2. In the third (3rd) line, add "concrete slope pavement," after "sheet piling," .

6. Page C16B-5, Paragraph C16B-12.1. In the third (3rd) line, change "0.040"" to "0.032"".

7. Page C16B-7, Paragraph C16B-13.3.3. Change lines 9 and 10, which currently read "The thickness of the extruded screen shall be 50 mils with an 80% minimum point." to read as follows: "The thickness of the extruded screen shall have 32 mills minimum point."

8. Page C16B-11, Paragraph C16B-16.1.1:

a. Delete the second (2nd) sentence in its entirety and substitute the following revised sentence: "From stations 99+91.07 EB/L to 100+17.54 EB/L, the Contractor shall have an option to keep the underground existing cable in its existing position or temporarily relocate the cable from its existing position into a trench in case of any conflict which may occur during the construction".

b. In the ninth (9th) line, after "relocate cable", add "either from its original position or".

c. Add the following new sentence at the end of the paragraph: "Notching of steel sheet piling and split steel sleeves will be required to cross the cables thru sheet piling at approximate station 100+04.79 EB/L as shown on the drawings"

9. Page C16B-12.

a. Paragraph C16B-16.1.3.

(1) Beginning on the second (2nd) line and continuing onto the third (3rd) line, change "its existing position on" to "existing sheet pile to".

(2) Delete the second (2nd) sentence in its entirety and substitute the following revised sentence: "From stations 99+88.47 EB/L to sta. 100+17.54 EB/L the Contractor shall have an option to keep the underground existing cable in its existing position or temporarily relocate the cable from its existing position into a trench in case of any conflict which may occur during construction".

(3) In the third (3rd) sentence, add "In case of insufficient cable length," before "Splices" (change the capital "S" in splices to a small "s").

10. Page C16B-12, Paragraph C16B-16.1.4. Add the following new sentence at the end of the existing paragraph: "Notching of steel sheet piling and split steel sleeves will be required to cross the cables through the sheet piling at approximate station 101+38.90 WB/L and station 100+04.79 EB/L as shown on the drawings".

SECTION H - SPECIAL CLAUSES

Page H-24, Paragraph H-26b(1). In the first (1st) line, add "2,500,000.00" after "\$".

DRAWINGS

1. Delete existing Drawing (Dwg.) No. 37 of 73, File No. H-4-40295 in its entirety, and substitute revised attached Dwg. 37 of 73, File No. H-4-40295 therefor.

2. Please make the following pen-and-ink changes:

a. Drawing (Dwg.) No. 6 of 73, File No. H-4-40295. In the table entitled "EXISTING FACILITIES", add "()" after "NA" in the "DISPOSITION" column for item FL-432.

b. Dwg. No. 13 of 73, File No. H-4-40295. In the "WEST PROFILE (CANAL SIDE ELEVATION)", the elevation of the bottom of new sheet piling from Sta. 100+27.61 to Sta. 101+66.95 is -20.0.

c. Dwg. No. 19 of 73, File No. H-4-40295. In the detail entitled "SHEET PILE SPLICE AT TC-1, ST-1 & DT-1", change "STA. 100+42 WB/L FOR TC-1" to "STA. 100+47 WB/L FOR TC-1"; "STA. 101+27 WB/L FOR ST-1 & DT-1" to "STA. 100+34 WB/L FOR ST-1 & DT-1"; "STA. 100+58 WB/L FOR TC-1" to "STA. 100+52 WB/L FOR TC-1"; and "STA. 100+51 WB/L FOR ST-1 & DT-1" to "STA. 101+55 WB/L FOR ST-1 & DT-1".

d. Dwg. No. 32 of 73, File No. H-4-40295. In the leftmost "SECTION A", change "APPROX. STA. 70+57.00 to 84+64.72 WB/L" to "APPROX. STA. 70+47.00 to 84+54.72 WB/L".

e. Dwg. No. 32a of 73, File No. H-4-40295. In the center of the drawing, in the Table entitled "LIMITS OF FRACTURED FIN TEXTURE ON THE CANAL SIDE OF THE FLOODWALL", delete "70+47.00 TO 72+52.33 WB/L" and "70+26.77 TO 72+32.10 EB/L". Fracture fin texture will not be applied within these limits.

f. Dwg. No. 42 of 73, File No. H-4-40295. In "SECTION B-B", change "16'-6"" to "21'-0"".

g. Dwg. No. 48 of 73, File No. H-4-40295.

(1) Change "PLAN" to "DETAIL ".

(2) On the right side of the drawing, change "EXISTING FL-340 TO FL-422 TO REMAIN" to "EXISTING FL-340 AND FL-422 TO REMAIN".

(3) The location of existing FL-432 from the fence corner to P.S. No. 4 is shown incorrectly. FL-432 turns right at the fence corner below the existing concrete slab.

h. Dwg. No. 49 of 73, File H-4-40295. Please make the following changes to the "NOTES":

(1) In third (3rd) line of Note 2.", change "££AA" to ""AA"" and "££BB" to ""BB"".

(2) In the second (2nd) line of Note 4, change "££BB" to ""BB"".

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. 0002
3. EFFECTIVE DATE 06/02/94
4. REQUISITION/PURCHASE REQ. NO. ED0000-4031-0144
5. PROJECT NO. (if applicable) dn

6. ISSUED BY CODE ISSUE1
US ARMY ENGR DIST NEW ORLEANS
PO BOX 60267
NEW ORLEANS LA 70160-0267
Sheila W. Enclade SC1(504) 862-1514

7. ADMINISTERED BY (if other than Item 6) CODE ADMIN1
US ARMY ENGR DIST, NEW ORLEANS
ATTN CELMN-CT
PO BOX 60267
NEW ORLEANS LA 70160-0267

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
B & K CONSTRUCTION CO. **B&K**
1905 HIGHWAY 59
MANDEVILLE, LA 70448
JUN - 3 1994
CONSTRUCTION CO., INC.

9A. AMENDMENT OF SOLICITATION NO. DACW29-94-B-0047
9B. DATED (SEE ITEM 11) 05/03/94
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

CODE ONR68 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offerers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PLANS AND SPECIFICATIONS COVERING LAKE PONTCHARTRAIN, LA AND VICINITY, HIGH LEVEL PLAN, LONDON AVENUE OUTFALL CANAL, PARALLEL PROTECTION, MIRABEAU AVE. TO ROBERT E. LEE BLVD., WEST BANK; MIRABEAU AVE. TO LEON C. SIMON BLVD., EAST BANK FLOODWALL, ORLEANS PARISH, LA, ARE HEREBY AMENDED AS FOLLOWS:

BID OPENING DATE

BID OPENING DATE AND TIME OF 8 JUNE 1994 HAS BEEN CHANGED AND WILL NOW OPEN ON 15 JUNE 1994, 2:00 P.M., LOCAL TIME AT PLACE OF BID OPENING.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) H. B. Kenyon President
15B. CONTRACTOR/OFFEROR (Signature of Offeror/Authorized to sign)
15C. DATE SIGNED 6/15/94
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) UNITED STATES OF AMERICA
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
16C. DATE SIGNED

AMENDMENT NO. 0001

Please make the following changes to Amendment No. 0001 issued 26 May 1994:

1. Page 4 of 6. Delete item 2a under the heading "DRAWINGS" in its entirety and substitute the following:

a. Drawing (Dwg.) No. 6 of 73, File No. H-4-40295. In the table entitled "EXISTING FACILITIES", add "(■ ■)" after "NA" in the "DISPOSITION" column for item FL-432.

2. Page 5 of 6. Delete item 2c under the heading "DRAWINGS" in its entirety and substitute the following:

c. Dwg. No. 19 of 73, File No. H-4-40295. In the detail entitled "SHEET PILE SPLICE AT TC-1, ST-1 & DT-1", change "STA. 100+42 WB/L FOR TC-1" to "STA. 100+47 WB/L FOR TC-1"; "STA. 101+27 WB/L FOR ST-1 & DT-1" to "STA. 101+34 WB/L FOR ST-1 & DT-1"; "STA. 100+58 WB/L FOR TC-1" to "STA. 100+52 WB/L FOR TC-1"; and "STA. 100+51 WB/L FOR ST-1 & DT-1" to "STA. 101+55 WB/L FOR ST-1 & DT-1".

SECTION C - TECHNICAL PROVISIONS

1. Page C2G-9, Paragraph C2G-9.7.1. Delete paragraph C2G-9.7.1 in its entirety and substitute the following revised paragraph:

"C2G-9.7.1 Scope. The Contractor is advised that the Orleans Levee District will retain an independent testing laboratory to monitor vibrations during the pile driving operations. If more than one pile driving rig is in operation at anytime, each rig will be independently monitored. Vibration monitoring during the Contractor's other operations may be done at the discretion of the Orleans Levee District.

2. Page C2G-9, Paragraph C2G-9.8.1. Delete paragraph C2G-9.8.1 in its entirety and substitute the following revised paragraph:

"C2G-9.8.1 Scope. The Contractor is advised that the Orleans Levee District will conduct an independent preconstruction survey of residential properties prior to the commencement of work."

SECTION H - SPECIAL CLAUSES

1. Page H-32, Paragraph H-32g. Delete paragraph H-32g in its entirety and substitute the following revised paragraph:

"g. The Contractor is advised that the Orleans Levee District will conduct an independent preconstruction survey of residential properties prior to the commencement of work."

2. Page H-32, Paragraph H-32h. Delete paragraph H-32h in its entirety and substitute the following revised paragraph:

"h. The Contractor is advised that the Orleans Levee District will retain an independent testing laboratory to monitor vibrations during the pile driving operations. If more than one pile driving rig is in operation at any time, each rig will be independently monitored. Vibration monitoring during the Contractor's other operations may be done at the discretion of the Orleans Levee District.

3. Page H-1, Paragraph H-2 a., 4th line, add "\$2,195.00".

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 0003
3. EFFECTIVE DATE 06/07/94
4. REQUISITION/PURCHASE REQ. NO. ED0000-4031-0144
5. PROJECT NO. (if applicable) d
6. ISSUED BY CODE ISSUE1
7. ADMINISTERED BY (if other than item 6) CODE ADMIN1
US ARMY ENGR DIST NEW ORLEANS
PO BOX 60267
NEW ORLEANS LA 70160-0267
Sheila W. Enclade SC1(504) 862-1514
US ARMY ENGR DIST, NEW ORLEANS
ATTN CELMN-CT
PO BOX 60267
NEW ORLEANS LA 70160-0267

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
B & K
B. & K CONSTRUCTION CO., INC.
1905 HIGHWAY 59
MANDEVILLE, LA 70448
JUN - 8 1994
CONSTRUCTION CO., INC.

9A. AMENDMENT OF SOLICITATION NO. DACW29-94-B-0047
9B. DATED (SEE ITEM 11) 05/03/94
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

CODE QNR68 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
You must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SPECIFICATIONS FOR LAKE PONTCHARTRAIN, LA & VICINITY, HIGH LEVEL PLAN, LONDON AVENUE OUTFALL CANAL, PARALLEL PROTECTION, NIRABEAU AVE. TO ROBERT E. LEE BLVD., WEST BANK; NIRABEAU AVE. TO LEON C. SIMON BLVD., EAST BANK FLOODWALL, ORLEANS PARISH, LA, ARE HEREBY AMENDED AS FOLLOWS:
BID OPENING DATE
BID OPENING DATE & TIME OF 15 JUNE 1994, 2:00 P.M., LOCAL TIME AT PLACE OF BID OPENING, REMAINS UNCHANGED.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) H. B. Ferguson, President
15B. CONTRACTING OFFICER (Signature of person authorized to sign)
15C. DATE SIGNED 6/15/94
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. UNITED STATES OF AMERICA
15C. DATE SIGNED
BY (Signature of Contracting Officer)

SECTION C - TECHNICAL PROVISIONS

Page C9A-27, Paragraph C9A-14. Delete paragraph C9A-14 in its entirety and substitute the following revised paragraph:

"C9A-14. MEASUREMENT AND PAYMENT. No measurement will be made for painting sheet piling. Payment for all painting work performed and for all materials furnished under the section of the specifications for painting sheet piling will be included in the contract lump sum price for "Painting". Price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment, including compliance with the safety and health provisions, all as specified herein."