A-10

	ABSTRACT OF OFFERS - CONSTRUC	CTION		CW29- 94-B-00		3 May 199	June	15, 1994	PAGE OF 1 6 PAGE
'U.S. P.O.	J. Army Corps of Engineers J. Box 60267		record	ded on this	e opened, read, and abstract all offers	BID OPENI	LE OF CERTIFYING OFFICER	HAL HYPER	
	Orleans, LA 7016Q-0267		19C9IV	ed in response to	to this solicitation.	SIGNATIVA	la Chelak	2	DATE SIGNED 7-11-94
Lake Pont High Leve	MECT TIME ntchartrain, Louisiana and Vicini vel Plan London Ave. Outfall Cana	a1,	(Chec		ENT ESTIMATE	A_OFFEROR	NO. 1(1) L) nstruction, Inc	A. OFFEROR	NO. 2(7)
Parallel Simon Bly	Protection, Mirabeau Ave. to Le vd. Floodwall, Orleans Parish,			A. HIRED LAB		1905 High	hway 59 <u>le. I.A 70448</u>	730 S. Tonti St. New Orleans. LA 70119	
_Unre	Unrestricted On MANGER OF AMENDMENTS ISSUED		x	(Without Pro	BLE CONTRACT BLE CONTRACT	St. Paul.	Y (Type and amount) Fire & Marine MN 55102 ACKHOWLEDGED	Fidelity New Orlea	V (Type and amount) & Deposit of MI ans, LA 70136 MI
7A. ITEM		7C. EST.	D.	E. UNIT	F. ESTIMATED	D. UNIT	E. ESTIMATED	D. UNIT	E. ESTIMATED
NO. 0001		Lump	LS	PRICE	166,500.00	PRICE	200,000.00	PRICE	300,000.00
0 <u>002</u>	Clearing and Grubbing	Lump Sum			75,360.00		175,000.00		100,000.00
0 <u>003</u>	Selective Demolitiion	Lump Sur	LS	<u> </u>	122,460.00	<u> </u>	260,000.00		200,000.00
0 <u>004</u>	Pedestrian Bridge Demolition	Lump Sun	LS		8,830.00		15,000.00		20,000.00
0 <u>005</u>	Embankment, Semicompacted Fill	Lump Sur	LS	<u> </u>	17,660.00		11,200.00		20,000.00
0 <u>006</u>		Lump Sum	LS	<u> </u>	107,270.00		59,000.00		300,000.00
0 <u>007</u>	Fertilizing, Seeding and Mulching	8	AC	2,120.	16,960.00	1,250.	10,000.00	800.	6,400.00
0008		Lump Sum	LS	·	18,840.00		_53,600.00		5,000.00
	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel								
		Lump Sun	n LS		12,360.00		20,500.00		9,000.00
0010		Lump Sun	a LS		940.00		5,000.00.		8,000.00
	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	3 997	SF	11.10	11,066.70	18.00	17,946.00	18.00	17,946.00
							1		· ·

501419-101

	ABSTRACT OF OFFERS - CONSTRU	CTION		ICITATION NUMBER 1429- 94-8-00		3 May 19	94		PAGE OF 2 6 PA	
່ ບ.ຮ.	. Army Corps of Engineers . Box 60267				opened, read, and abstract all offers	BID OPENING OFFICER				
New	Orleans, LA 70160-0267		teceiv	ed in response t	o this solicitation.	SIGNATURE			DATE SIGNED	
	ECT TITLE	•		9. GOVERNME				FFERS		
	tchartrain, Louisiana and Vicin: el Plan London Ave. Outfall Cana	• •	(Checi		complete D, E, and FJ	A. OFFEROR	NO. 1	A. OFFEROR	NO. 2	
rallel	Protection, Mirabeau Ave. to Lovd. Floodwall, Orleans Parish,			A. HIRED LAB	OOR	1	onstruction	Boh Bro	s :	
isiana Unre	a estricted	•	×	B. REASONAE Without Pro	BLE CONTRACT	B. BID SECURIT	Y (Type and amount)	B. BID SECURITY	(Type and amount)	
	BER OF AMENDMENTS ISSUED			C. REASONAE	BLE CONTRACT	C. AMENDMENTS	ACKNOWLEDGED	C. AMENDMENTS	ACKNOWLEDGED	
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 Sun	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 Sun	LS		10,360.00		117,000.00		1,000.00	
0017	Temporary Relocation of Lines	Lump Si	m LS		161,320.00		38,500.00		100,000.00	
0018	Permanent Relocation of Feeder Lines	Lump Sun	. LS		339,120.00		420,000.00		200,000.00	
0019	Erosion Control			_						
19AA	First 10,670 Linear Feet	10,670	LF	3.00	32,010.00	2.00	21,340.00	4.00	42,680.00	
19AB	All Over 10,670 Linear Feet	2,700	LF	3.00_	8,100.00	2.00	5,400.00	4.00	10,800.00	
	Temporary Flood Protection And Cofferdams	Lump Sum	LS		65,350.00		5,000.00		5,000.00	
	Miscellaneous Metals	Lump Sum			16,490.00		21,500.00		10,000.00	
	TOTAL				5,191,581.50		4,554,500.00		4,577,415.60	
								,		
			$\overline{\cdot}$							

ABSTRACT OF OFFERS - CONSTRUCTION CONTINUATION SHEET

1. SOLICITATION NUMBER PAGE OF DACW29-94-B-0047 3 6 PAGES

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 accompidate 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. PROJ	ECT TITLE			<u> </u>		4. OFFERS	(Continued)			
	tchartrain			10: 3(9)		NO.4(5)		NO.: <u>5(3</u>)		NO.: <u>6 (4</u>)
Vicinity, High Level Plan London Ave. Outfall Canal Parallel Protection, Mirabeau Ave. to Leon C.		A. OFFEROR (L) L & A Contracting Co P.O. Box 16749 Hattiesburg, MS 39402 B. BIO SECURITY (Type and Amount) Fidelity & Deposit Baltimore, MD 21201		Mandeville LA 70470		Memphis, T		Kenner,	Bros Corp.ofLA th St. Ste B101 LA 70062	
Simon Bly	vd. Floodw	all. Orlea	Fidelity &	Deposit	U.S. Fide	(Type and Amount) LA 70004	St. Paul Fi St Paul M	(Type and Amount) ire and Marine	Seaboard	Y (Type and Amount) Surety Co. er. N.J. 07921
Parish 3.	CONTRACT IT	EMS	C. AMENDMENTS	ACKNOWLEDGED	C. AMENDMENTS	ACKHOWLEDGED	C. AMENDMENTS			S ACKNOWLEDGED
Α.	В.	С.	3_				3		3	
NO.	ESTIMATED OUANTITY	UNIT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT	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		<u>7,</u> 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

Prescribed by GSA - FAR (48 CFR) 53.236-1

₩ U.S G.P.O.: 1989- 231-901/"

ABSTRACT OF OFFERS - CONSTRUCTION CONTINUATION SHEET

1. SOLICITATION HUMBER		PAGE OF		
DACW29-94-B-0047	,	4	6	PAGES

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.

NO.: r/Road ity (Type and Amount) its ACKNOWLEDGED	A. OFFEROR Contine	NO:	A. OFFEROR Johnson	NO.:
ITY (Type and Amount)	Contine			
ITY (Type and Amount)			Johnson	
	B. BID SECURITY			Bros.
TS ACKNOWLEDGED	1	(Type and Amount)	B. 810 SECURITY	Y (Type and Amount)
	C. AMENDMENTS	ACKNOWLEDGED	C. AMENDMENTS	S ACKNOWLEDGED
E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
18,800.00	106.00	19,978.00	35.00	6,580.00
50,000.00		13,500.00		100,000.00
300,000.00		105,000.00		100,000.00
150,000.00		409,000.00		380,000.00
21,340.00	4.00	42,680.00	4.00	42,680.00
5,400.00	3.50	9,450.00	2.00	5,400.00
25,000.00		46,700.00		30,000.00
10,000.00		20,000.00		25,000.00
5,196,076.00		5,376,129.00		5,431,152.00
1			1 1	
	21,340.00 5,400.00 25,000.00	21,340.00 4.00 5,400.00 3.50 25,000.00	- 150,000.00 409,000.00 21,340.00 4.00 42,680.00 5,400.00 3.50 9,450.00 - 25,000.00 46,700.00 - 10,000.00 20,000.00	- 150,000.00 409,000.00 21,340.00 4.00 42,680.00 4.00 5,400.00 3.50 9,450.00 2.00 - 25,000.00 46,700.00 10,000.00 20,000.00

501419-201

OPTIONAL FORM 1419A (11-88)
Prescribed by GSA - FAR (48 CFR) 53.236-1

ABSTRACT OF OFFERS - CONSTRUCTION CONTINUATION SHEET

DACW29-94-B-0047

PAGE OF 5 6

PAGES

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 accompodate 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.

	ECT TITLE	T A . 1		.		4. OFFERS	(Continued)			
	tchartrain	•		10: _7(8)		NO.8(2)		NO:: 9(6)		NO.:
• .	, High Leve ve. Outfal		A. OFFEROR		A. OFFEROR The Hardawa	av. Co	A. OFFEROR Pittman Co	nst Co	A. OFFEROR	
	Protection		P.O. Box 20	0115		•		nst Con, Ste. 3	2.5	
	Ave. to L	•		s, LA 70141	Columbus G	360 31902-1360	Metairie,			
Simon Bly	vd. Floodw	all. Orlea	Highlands	(Type and Amount) Ins. Co. 77042-4123	Netional U	(Type and Amount)	The Aetna	(Type and Amount) Casualty Co. CT 06136	B. BID SECURITY	(Type and Amount)
Par ish 3.	CONTRACT IT	EMS	C. AMENDMENTS		C. AMENDMENTS		C. AMENDMENTS		C. AMENDMENTS	ACKNOWLEDGED
Α.	В.	C.	3		3		3			
NO.	ESTIMATED QUANTITY	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	ump 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		1419A (11-88)

OPTIONAL FORM 1419A (11-88)
Prescribed by GSA - FAR (48 CFR) 53.236-1

SOLICITA	TION	NUMBER
DACW29	-94	-B-004

PAGE OF 6 PAGES

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. PROJ	ECT TITLE			•		4. OFFERS	(Continued)			
Lake Por	ntchartrai	n, LA and		NO.:		NO.:		NO.:		NO.:
	y, High Le	-	A. OFFEROR		A. OFFEROR		A. OFFEROR		A. OFFEROR	
London A	Ave. Outfa	ll Canal	T.L. Jan	nes	The Harda	away Co.	Pittman C	onst.		
hoan Ave	y Protecti	On, Mira-	B. BID SECURITY	(Type and Amount)			B. BID SECURITY	(Type and Amount)	B. BID SECURITY	(Type and Amount)
Blvd. F	loodwall.	Orleans LA								
	CONTRACT IT		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	E. ESTIMATED	D. UNIT PRICE	E. ESTIMATED	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 BID	DERS			
									TIONAL FORM	1419A (11-8)

- •			(9)	
•	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
SOLICITATION, OFFER,	DACW29-94-B-0047		5/3/94	1/2
AND AWARD		X SEALED BID (IFB)	3/3/94	
(Construction, Alteration, or Repair)		NEGOTIATED (RFP)		
IMPORTANT - The "offer" section on the reve	area must be fully completed by offerer			
4. CONTRACT NO.	5. REQUISITION/PURCHASE REC	DUEST NO. 6. PR	OJECT NO.	
	ED0000-4031-0144		DACW29-94-B-0047	
7. ISSUED BY	CODE ISSUE1	8. ADDRESS OFFER TO 0	FFER1	
US ARMY ENGR DIST NEW	ORLEANS	US ARMY ENG	R DIST NEW ORLEANS	
PO BOX 60267		ATTN CELMN	-ст	
NEW ORLEANS LA 70160-	0267	PO BOX 602	67	
		NEW ORLEANS	LA 70160-0267	
9. FOR INFORMATION			de area code) (NO COLLECT C	ALLS)
CALL:	Shelita w. Enctade	(504) 862-19	514	
	5011017471011			
TE: In sealed bid solicitations "offer" and	SOLICITATION			
10. THE GOVERNMENT REQUIRES PERFORMANCE		ENTS (Title, identifying no., date):		
$\widehat{}$				
11. The Contractor shall begin performance v	vithin 10 calendar days an	d complete it within 540	calendar days	after receiving
award, notice to proceed. This	s performance period is 🏻 mandatory,	negotiable. (See		.)
12A. THE CONTRACTOR MUST FURNISH ANY REQU	· · · · · · · · · · · · · · · · · · ·		128. CALENDAR DAYS	''/
(If "YES," Indicate within how many calendar days				
☑ YES □ NO			007	
13. ADDITIONAL SOLICITATION REQUIREMENTS:				
A. Sealed offers in original and 0 cop	ies to perform the work required are due a	t the place specified in Item	8 by 1400 (hou	r)
	his is a sealed bid solicitation, offers must b		,	,
	the offeror's name and address, the solici			
3		,		
B. An offer guarantee ∑ is, ☐ is not red	quired.			
C. All offers are subject to the (1) work requir	rements, and (2) other provisions and claus	ses incorporated in the solicit	lation in full text or by	
reference.	,	,		
70				
	calendar days for Government acceptance	after the date offers are due	will not be considered and	t
will be rejected.				
			CTANDADD CODM 4	440 (05)

				_				•	<u>• </u>
					•				
14. NAME AND AD	DRESS OF OFFE	ROR (include ZIP	Code)		_	IE NO. (Include a			
LAA CONT	RACTING	COMPANY				-264.21			
P.O. Box					16. HEMITIAN	CE ADDRESS (include only it di	fferent than Item 14)	
HATTIESB	ure ms	39402							
DUNS NO. O	4-122-	6028							
CODE		ACILITY CODE							
by the Gove	rnment in writir n 13D. Failure 	ng within	calendar (umber me	the prices specific days after the dat ans the offeror a	e offers are du	e. (Insert any	number equa	ns of this solicitation of the or greater that	on, if this offer is accepted n the minimum requireme
AMOUNTS		-							
18. The offeror a	grees to furnist	h any required	performar	nce and payment	bonds.				
			•	19. ACKNOWLE			-		
	,	(The o	fferor ackno	wledges receipt of a	mendments to the	solicitation – gi	ve number and d	ate of each)	
AMENDMENT NO	.0001	0002	0003						
DATE	5/26/94	6/02/94	6/07/9	4					
20A. NAME AND TI	TLE OF PERSON	AUTHORIZED TO	SIGN OFFI	ER	20B. SIGNATU	RE /		' 	OC. OFFER DATE
HARLEY L	Sims I	R Viel	= Pre	ちいをペア		$\int_{\mathbb{R}^{2}}$			6/15/94
				AWARD (To be	completed by	/ Governmen	nt)		
21. ITEMS ACCEPT	ED:					V			
22. AMOUNT				23. ACCOUNT	ING AND APPROI	PRIATION DATA			
24. SUBMIT INVOICE	ES TO ADDRESS	S SHOWN IN		ITEM	25. OTHER TH	AN FULL AND C	PEN COMPETIT	ION PURSUANT TO	
(4 copies unle	ss otherwise spec	cified)		26	☐ 10 U.S.	C. 2304(c)()	□ 41 U.S.C.	253(c)()
		2005							
26. ADMINISTERE	D BA	CODE			27. PAYMENT	WILL BE MADE	BY		_
New Orleans	Area Office	2			Disbursi	ing Office	•		
P.O. Box 602							r District,	New Orleans	
Foot of Pryt					P.O. Box		20160 0067		
New Orleans,	LA /U10U-	-020/			New Urie	eans, LA	/0160-026/		
		CONTRAC	TING O	FFICER WILL	COMPLET	E ITEM 28	OR 29 A	S APPLICABL	.E
28. NEGOTIAT document and return to furnish and delive on this form and any contract. The rights governed by (a) this representations, cer in or attached to this	nco er all items or perf- y continuation she s and obligations o contract award, (tifications, and sp	pies to issuing of orm all work, requ lets for the consid of the parties to th (b) the solicitation	fice.) Contra isitions ider leration stat his contract : i, and (c) the	ntified ed in this shall be clauses,	summates	icitation, is here the contract, wh and (b) this con	by accepted as t	uired to sign this doi o the items listed. Ti (a) the Government s further contractual o	nis award con- olicitation and
30A. NAME AND TIT TO SIGN (Type		CTOR OR PERSO	NAUTHORI	ŽED	31A. NAME OF	CONTRACTING	OFFICER (Type	or print)	
30B. SIGNATURE			34	OC. DATE	31B. UNITED S	TATES OF AME	RICA		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 Est. Unit Price Amt.
0001.	Mobilization and Demobilization	Lump Sum	IS \$120,000° \$220,000°
0002.	Clearing and Grubbing	Lump Sum	LS \$105,200°° \$105,000°°
0003.	Selective Demolition	Lump Sum	LS \$400.000° \$400.000°
0004.	Pedestrian Bridge Demolition	Lump Sum	LS \$7500°° \$7500°°
0005.	Embankment, Semicompacted Fill	Lump Sum	LS \$7236°5 \$7236°
0006.	Structural Excavation and Backfill	Lump Sum	LS \$130.000° \$130.000°
0007.	Fertilizing, Seeding, and Mulching	8	AC \$1200° \$9600°
0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS \$10.000°° \$10.000°°
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS \$20,000° \$20,000°
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS \$1500°° \$1500°°
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF \$8° \$1,502,752°
0012.	Piling, Steel Sheet, Type PSA-23	997	SF \$12°° \$11,964°°
0013.	Painting	Lump Sum	LS \$6000°° \$6000°°
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS \$2,070,000° \$2,070,000°
0015.	Concrete Slope Pavement	188	SY \$4475 \$84/3°
0016.	Utility Modifications	Lump Sum	LS \$60.000° \$60.000°

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°	t/ps/aro*
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	\$406,0005°	\$400,000°
0019	Erosion Control PAA. First 10,670 Linear Feet PAB. All Over 10,670 Linear Feet	10,670 2,700	LF LF	\$329 \$329	*34,677 ⁵⁰
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	347000°	\$47,000°C
0021.	Miscellaneous Metals	Lump Sum	LS	\$10,00000	\$10,000 ^{eg}
		7	TOTAL	,	===== 5,181,417 ⁹

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 OMITS 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.

<u>VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100) -- JUL 89</u>. 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:

Unit Intended

Item Quantity

Price Use

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

K.4

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, TINCUEN L JIMS 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 for RECTING 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)						
	<u> </u>	-				
(4) I a	agree that, if awarded a contract under this solicitation,	_ the				
	ons required by subsection 27(e)(1)(8) of the Act shall be					
maintained i	in accordance with paragraph (f) of this provision.					
$M \rightarrow M \rightarrow M$	917					

(Signature of the officer or employee responsible for the offer & date)

HARLEY L SIMS JR

(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 SIME IR

(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, / $\frac{1}{2}$ / 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).

```
/X/ 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.
   /女 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 /X/ 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 pi	rovision)				

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 /t/ a corporation incorporated under the laws of the State of $M_{VSS_1SS_1PP_1}$, /_/ 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, /½/ is not a small business concern and that /_/ all, /½/ 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, /½/ 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 women 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, $/\underline{\times}/$ 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				
50 or fewer	\$1 million or less				
51-100	\$1,000,001-\$2 million				
101-250	\$2,000,001-\$3.5 million				
251-500	\$3,500,001-\$5 million				
501-750	\$5,000,001-\$10 million				
751-1,000	\$10,000,001-\$17 million				
Over 1,000	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 fallsSubcontinent 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
- Black American (U.S. citizen)

States of Micronesia)

- 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	t e
	_ Other
(c)	Certifications. Complete the following
((1) The offeror is is notX_a small disadvantaged business
con	ncern.
((2) The Small Business Administration (SBA) has has not
mac	de a determination concerning the offeror's status as a small
dis	sadvantaged business concern. If the SBA has made a determination, th
dat	te of the determination was and the offeror
	Was found by SBA to be socially and economically disadvantaged and r
	cumstances have changed to vary that determination.
	Was found by SBA not to be socially and economically disadvantaged
but	t circumstances which caused the determination have changed.
(d)	Notification. Notify the Contracting Officer before contract award
	our status as a small disadvantaged business concern changes.
•	Penalties and Remedies. Anyone who misrepresents the status of a
	ern as a small disadvantaged business for the purpose of securing a
	ract or subcontract shall
	(1) Be punished by imposition of a fine, imprisonment, or both;
	(2) Be subject to administrative remedies, including suspension
-	debarment; and
	(7) De inclinible for participation in programs conducted under

(End of provision)

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

authority of the Small Business Act.

- (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 /k/ 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 /½/ 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.
- X. 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

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing date sourcee, gethering end maintaining the date needed, and completing and reviewing the collection of information. Send comments regarding this burden eatimate 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; end 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. 0. Box 16749	TYPE OF ORGANIZATION ("X" ONE) INDIVIDUAL PARTNERSHIP JOINT VENTURE X CORPORATION
Hattiesburg, Mississippi 39404-6749	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		AMOUNT NOT TO EXCEED			BID DATE	INVITATION NO.	
OF BID	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	June 15, 1994	DACW29-94-B-0047	
PRICE 20%					Committee on Complessi	Lake Pont., LA & Vicinity, London Ave Outfell 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 penel 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 eny 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.

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

_	I	L & CONTRACTING C	OMPANY PR	INCIPAL				
Signature(s) Name(s) & Title(s) (Typed)		1. Harley L. Sims, Jr. 2. Vice-President			(Seal) (Seal)		CORPORATE	
						3.		
_		Vice-Fresident	INDIVID	LIAL SUI	RETY(IES)			
_			HADIVID	OAL 30	1			
Signature(s)		1. (Seal			2.			(Sea
Name(s) (Typed)		1,			2.			
			CORPOR	ATE SU	RETY(IES)			
s	Name & Address	FINELITY AND DEPOSIT COMPANY (DF MARYLAND		STATE OF	INC.	LIABILITY LIMIT	_
R E Signature(s		1.		2.				CORPORATE
A	Name(s) & Title(s) (Typed)	1. J. CARLTON SMITH Attorney-in-Fact				-		
NSN	7540-01-15	2-8059					STANDARD	FORM 24 (REV.1-90

NSN 7540-01-152-8059 PREVIOUS EDITION NOT USABLE SG-1815/EP 1/93

24-106

Page 1 of 2

STANDARD FORM 24 (REV.1-90) Prescribed by GSA FAR (48 CFR) 53.228(a)

		CORPORATI	SURE	TY(IES) (Continu	ed)	
S U R E T	Name & Address			STATE OF INC.	LIABILITY LIMIT .	
	Signature(s)	1.	2.			
В	Name(s) & Title(s) (Typed)	1.	2.			
s	Name & Address			STATE OF INC.	LIABILITY LIMIT	CORPORATE
R E T Y	Signature(s)	1.	2.			SEAL
С	Name(s) & Title(s)	1.	2.			
S (I	Name & Address			STATE OF INC.	LIABILITY LIMIT	CORPORATE
S U R E T Y	Signature(s)	1.	2.		SEAL	
D	Name(s) & Title(s) (Typed)	1.	2.			<u> </u>
s U	Name & Address			STATE OF INC.	LIABILITY LIMIT	CORPORATE
R E T	Signature(s)	1.	2.		SEAL	
E	Name(s) & Title(s) (Typed)	1.	2.	_		
s U	Name & Address			STATE OF INC.	LIABILITY LIMIT	CORPORATE
S U R E T Y	Signeture(s)	1.	2.		SEAL	
F	Name(s) & Title(s) (Typed)	1.	2.			
s U	Name & Address			STATE OF INC.	LIABILITY LIMIT	CORPORATE
S U R E T Y	Signature(s)	1.	2.			SEAL
G	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 cepability. 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
any and all bonds and undertakings
And the execution of such bonds or undertakings in pursuance of these presents; will 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 actorney revokes that issued on behalf of Davenport Mosby, etal, dated, November 15, 1880.
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 the Company. 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
ATTEST SEAL FIDELITY OF DEPOSITE COMPANY OF MARYLAND
Assistant Secretary By 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 deposeth
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.
(30 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(ROTARY PUBLIC 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
Office on Aland
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."

				and the same	
	1. SOLICITATION NO.	2. TYPE OF SOLICIT	ATION	3. DATE ISSUED	PAGE OF PAGE
SOLICITATION, OFFER,	DACW29-94-B-0047			5/3/94	1/2
AND AWARD		SEALED BID (IFE	3)	3/3/34	
(Construction, Alteration, or Repair)		NEGOTIATED (RI	FP)		
IPORTANT - The "offer" section on the reverse must be	fully completed by offerer				
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FOR INFORMATION A. NAME Sheila W	. Enclade Si	I	. (Include area 362-1514	a code) (NO COLLECT C	ALLS)
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	SOLICITATION				
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THE GOVERNMENT REQUIRES PERFORMANCE OF THE WOR		NTS (Title, identifying no	date);		
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award, in notice to proceed. This performance A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORM (If "YES," indicate within how many calendar days after award in YES NO ADDITIONAL SOLICITATION REQUIREMENTS: Sealed offers in original and copies to perform	me period is Imandatory, RMANCE AND PAYMENT BONDS? I Item 12B.) The work required are due at the work required are must be the bid solicitation, offers must be	negotiable. (See	Item 8 by nat time. So	12B. CALENDAR DAY 007 1400 (housealed envelopes)
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14. NAME AND ADD			-		15. TELEPHONE N	-	,			
T.L. James		ny inc	•		(504) 467-6000 18. REMITTANCE ADDRESS (include only if different than Item 14)					
P.O. Box					, or new manage	ADD11200 (1	include only it an	roront than item 14)		
New Orlo	cans, LA	70141								
DUNS NO. 08	3893045	B CAG	ENO.	ODAC 6						
CODE		CILITY CODE		, ,						
by the Gover	nment in writing	within	calendar	days after the d	fied below in strict a ate offers are due. accepts the minimu	(Insert any	number equa	s of this solicitation to or greater than	, if this offer the minimu	r is accepted m requirement
AMOUNTS	Seve	n Hundred	d Thousand	d Doll	lars and	d No Cents	•			
							_			
18. The offeror ac	grees to furnish	any required	performa	ince and payme	nt bonds.					
		(The of	fferor ackn		EDGMENT OF AMI famendments to the so			ate of each)		
AMENDMENT NO.	0001	0002	000							
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(Type or print)	R. J. DE P-Divis	DNALD	44	12				1.5	5 JUN	E 94
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26. ADMINISTERED	BY	CODE			27. PAYMENT WIL	L BE MADE	ВУ			
New Orleans	Area Office				Disbursing	Officer	•			
P.O. Box 602	67				U.S. Army	Engineer	District,	New Orleans		
Foot of Pryt						P.O. Box 60267				
New Orleans,	LA 70160-0)267			New Orlean	is, LA 7	0160-0267			
		CONTRAC	TING C	FFICER WII	L COMPLETE	ITEM 28	OR 29 AS	APPLICABLE		
CONTRACTING OFFICER WILL 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.					ffer	
30A. NAME AND TIT TO SIGN (Type	LE OF CONTRACT or print)	OR OR PERSON	NAUTHOR	IIZED	31A. NAME OF CONTRACTING OFFICER (Type or print)					
30B. SIGNATURE			;	30C. DATE	31B. UNITED STAT	TES OF AME	RICA	-	31C. AWAR	D
									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 20	00,000.00	200,000.00
	0002.	Clearing and Grubbing	Lump Sum	LS /00	0,000.00	100,000.00
	0003.	Selective Demolition	Lump Sum	IS 200	0,000.00	200,000.00
	0004.	Pedestrian Bridge Demolition	Lump Sum	LS 34	,000.00	30,000.00
<u> </u>	0005.	Embankment, Semicompacted Fill	Lump Sum	LS 80	0,000.00	89,000.00
	0006.	Structural Excavation and Backfill	Lump Sum	LS 50	0,000.00	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	2,000.00	40,000.00
	0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS //	0,000.00	10,000.00
<i>.</i>	0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS J	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 4	10.00	39,880.00
	0013.	Painting	Lump Sum	LS /	000.00	1,000.00
	0014.	Reinforced Concrete Floodwalls	Lump Sum	LS/ <i>,98</i> 8	3,606.00 1	1.988,606.00
-	0015.	Concrete Slope Pavement	188	SY	40.00	7,520.00
	0016.	Utility Modifications	Lump Sum	LS 50	7,000,00	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	225,000.00	225,000.00
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	200,000,00	200,000.00
001	Erosion Control 9AA. First 10,670 Linear Feet 9AB. All Over 10,670 Linear Feet	10,670 2,700	LF LF	3,00 3,00	32,010.00 8,100.00
0020.	Temporary Flood Protection And Cofferdams	Lump Sum		350,000.00	350,000,00
0021.	Miscellaneous Metals	Lump Sum	LS	10,000.00	10,000.00
		•	TOTAL	\$_ \$_	5,700,000.00

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 OMITS 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.

<u>VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100) -- JUL 89</u>. 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:

Unit

Intended

Item Quantity

Price

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

- 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 James Plan, personally and substantially in the preparation or submission of this
- certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of The value 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.

	Violations on plain			_		<i>lone</i> Certificate of	_
, rocur em e	ent Integri	ty (Conti	nuation	Sheet), E	NTER NO	NE IF NONE EXIST)
_		_					
			_				

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(8) of the Act shall be maintained in accordance with paragraph (f) of this provision.

15 JUN 94

(Signature of the officer or employee responsible for the offer & date)

R.J. Donald V.P.

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 R. Donald V. R

(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, /w/ 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).

```
1/1 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 .
                          (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

(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	
/Fod of o	novision)

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)

K.15 52.219-3

WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

- (a) Representation. The offeror represents that it /_/ is, /\sqrt{} 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 women 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			
50 or fewer	\$1 million or less			
51-100	\$1,000,001-\$2 million			
101-250	\$2,000,001-\$3.5 million			
251-500	\$3,500,001-\$5 million			
501-750	\$5,000,001-\$10 million			
751-1,000	\$10,000,001-\$17 million			
Over 1,000	Over \$17 million			

(End of provision)

K.17 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (DEC

- (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 fallsSubcontinent 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 nota 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	h
date of the determination was and the offeror	
Was found by SBA to be socially and economically disadvantaged and	n
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	

(End of provision)

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

authority of the Small Business Act.

- (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 CERTIFICAL

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 soljeitation.

- 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

9000-0045

FORM APPROVED OMB NO.

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)	TYPE OF ORGANIZATION ("X" one)		
T. L. JAMES & COMPANY, INC.	☐ INDIVIDUAL ☐ PARTNERSHIP		
	☐ JOINT VENTURE ☑ CORPORATION		
NEW ORLEANS, LA 70141-0115	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	AMOUNT NOT TO EXCEED				BID DATE			INVITATION NO.	
OF BID PRICE	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	June	15,	1994	DACW29-94-B-0047	
20%					FOR (Construction, Supplies or Services)			Construction	

پ ،GATION:

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.

L IESS:

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

	Т. L.	JAMES & COMPANY, INC.	PRIN	CIPAL					
SI	GNATURE(S)	1. (Seal)	2		(Seal)	3.		(Seal)	Corporate
	NAME(S) & TITLE(S) (Typed)	R. J. DONALD VICE PRESIDENT	2.			3			Seal
	INDIVIDUAL SURETY(IES)								
SIGNATURE(S)		1.		(Seal)	2.				(Seal)
	NAME(S) (Typed)	1.			2.				
			CORPORATE	SURE	TY(IES)				
_ <	NAME & ADDRESS	HIGHLANDS INSURANCE COMPANY HOUSTON, TEXAS			STATE OF II		LIABILITY LIMIT	Corporate	
SURETY	SIGNATURE(S)	"Swam J. Wilso	\sim	2.				; - ·	Seal
S	NAME(S) & TITLE(S)	1. Susan J. Wilson Attorney-in-Fact							

		CORPORATE SURE	TY(IE	S) (Continued)				
	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY	SIGNATURE(S)	1.	2.			Corporate		
ಹ	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal		
_ ပ	NAME & ADDRESS	,		STATE OF INC.	LIABILITY LIMIT			
SURETY	SIGNATURE(S)	1,	2.		Corporate			
ಹ	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
۵	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY	SIGNATURE(S)	1.	2.		Corporate			
ဥ	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
m	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY	SIGNATURE(S)	1.	2.			Corporate		
ช	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal		
u.	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY F	SIGNATURE(S)	1. ,	2.			Corporate		
ร	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
SURETY G	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$			
	SIGNATURE(S)	1.	2.			Corporate		
CS.	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal		

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 <u>Justin E. Garrison, Susan J. Wilson, Gerald R. Houston,</u> <u>Jointly or Severally</u>
	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 Dollar
	(\$ 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
	HIGHLANDS INSURANCE COMPANY
_	TEXAS * D & Walken By Many
	Secretary Senior Vice President
	STATE OF TEXAS COUNTY OF HARRIS
	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 an say: That he resides in Houston, Texas: that he is Senior Vice President
	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 th 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 lik authority.

VICKIE A. BYUS Notary Public, State of Texas Vieta 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.

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. 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 _____day of February .A.D. 19 93 D Ewalken INSURANCE 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 _dav of __ D Ewalker HSURAN

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)	
· = =		1. SOLICITATION NO.	2. TYPE OF SOLICI	TATION	3. DATE ISSUED	PAGE OF PAGE
COLLOTATION OFFER		DACW29-94-B-0047	2.777207302.07	77101	المناهدة	1/2
SOLICITATION, OFFER, AND AWARD		SEALED BID (IF	B)	5/3/94	1	
(Construction, Alteration, or Repair			NEGOTIATED (F	IFP) . •		
	• • •	fully completed by offerer				<u> </u>
IMPORTANT - The "offer" section on the 4. CONTRACT NO.	reverse must be	5. REQUISITION/PURCHASE RE	QUEST NO.	6. PROJECT	NO.	<u> </u>
•	*	ED0000-4031-0144	• •		DACW29-94-8-0047	•
7. ISSUED BY	CODE	I SSUE 1	8. ADDRESS OFFER TO	OFFER1		
US ARMY ENGR DIST	IEW ORLEANS		US ARM	Y ENGR DIS	T NEW ORLEANS	
PO BOX 60267				CELMN-CT		
NEW ORLEANS LA 701	160-0267			X 60267	704/0 02/7	
			NEW OR	LEANS LA	70160-0267	
			La TEL EBHONE NO			20116)
9. FOR INFORMATION CALL:	A. NAME Sheila W	. Enclade		. (include area 862-1514	code) (NO COLLECT	CALLS
7						
	_	SOLICITATION				
E: In sealed bid solicitations "offer" a						
10. THE GOVERNMENT REQUIRES PERFORMA	ANCE OF THE WOR	RK DESCRIBED IN THESE DOCUM	AENTS (Title, identifying no.	, date):		
. •						
*###						
11. The Contractor shall begin performan	ce within	10 calendar days a	nd complete it within	540	calendar day	s after receiving
			□ negotiable. (Sec			,
						·)
12A. THE CONTRACTOR MUST FURNISH ANY F (If "YES," Indicate within how many calendar			7		12B. CALENDAR DAY	' S
⊠ YES □ NO					007	
13. ADDITIONAL SOLICITATION REQUIREMENT	TS:					
A. Sealed offers in original and 0	copies to perfor	m the work required are due	at the place specified in	n Item 8 hv	1400 (hoi	ur)
.		d bid solicitation, offers must	•			,
containing offers shall be marked to s					•	
B. An offer guarantee ⊠is, ☐ is no	ot required.					
C. All offers are subject to the (1) work re	equirements, and	d (2) other provisions and cla	uses incorporated in the	e solicitation	in full text or by	
reference.						
D. Offers providing less than30	calendar da	ays for Government acceptan	ce after the date offers	are due will :	not be considered ar	nd
will be rejected.	_	-				

STANDARD FORM 1442 (REV. 4-85) Prescribed by GSA FAR (48 CFR) 53.238-1(e)

			_				
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)					
Bas Bros. Construction Co., IN	۷.	(S64) 821- 460					
130 Soury TONTI STREET		16. REMITTANCE ADDRESS (Include only if different than Item 14)					
New ORIENUS, LA 70119		BOH BROS. CONSTRUCTION CO., INC.					
(B(: 026947291		P.O. DRAWER 53266					
DUNS NO. CAGE # !	1403	New Oriesus, LA 70153					
CODE FACILITY CODE			_				
	iar days after the da	ied below in strict accordance with the terms of this solicitation, if this offer is accepte to offers are due. (Insert any number equal to or greater than the minimum requirem accepts the minimum in Item 13D.)					
18. The offeror agrees to furnish any required performance of the control of the			_				
(The offeror a		EDGMENT OF AMENDMENTS amendments to the solicitation – give number and date of each)					
AMENDMENT NO. 000 1 000 2 000	-3						
DATE 5/26/04 6/02/94 6/0	7/94		j				
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ((Type or print)	OFFER	20B. SIGNATURE / 1 / 20C. OFFER DATE	_				
STEPHEN H. BOU SEC.	-TREAS.	Storby H. Mah 415/94					
21. ITEMS ACCEPTED:	AWARD (To be	e completed by Government)					
22 AMOUNT							
22. AMOUNT	23. ACCOUNT	TING AND APPROPRIATION DATA					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO	_				
(4 copies unless otherwise specified)	26	10 U.S.C. 2304(c)()					
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY					
New Orleans Area Office		Disbursing Officer					
P.O. Box 60267		U.S. Army Engineer District, New Orleans					
Foot of Prytania Street, Rm. 186		P.O. Box 60267					
New Orleans, LA 70160-0267		New Orleans, LA 70160-0267					
CONTRACTING	OFFICER WIL	L COMPLETE ITEM 28 OR 29 AS APPLICABLE					
28. NEGOTIATED AGREMENT (Contractor is rec document and return copies to issuing office.) Or to furnish and deliver all items or perform all work, requisitions on this form and any continuation sheets for the consideration contract. The rights and obligations of the parties to this contrigoverned by (a) this contract award, (b) the solicitation, and (c) representations, certifications, and specifications incorporated in or attached to this contract.	identified stated in this act shall be) the clauses,	29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is here by 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 AUTH- TO SIGN (Type or print)	ORIZED	31A. NAME OF CONTRACTING OFFICER (Type or print)					
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA 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	300,00000	300,000
0002.	Clearing and Grubbing	Lump Sum	LS	100,000 -	100,000
0003.	Selective Demolition	Lump Sum	LS	200,000 ~	200,000
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	10,000€	20,000
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	20,0000	20,00
0006.	Structural Excavation and Backfill	Lump Sum	LS	300,0000	300,0
0007.	Fertilizing, Seeding, and Mulching	8	AC	800 €	6,40
0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	5,0000	5,00
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	9,0000	9,00
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	8,0000	8,00
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	8 40	1,577,8
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	18 <u>∞</u>	17,9
0013.	Painting	Lump Sum	LS	3,∞∞∞	3,0
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS	1,636,000	1.636
0015.	Concrete Slope Pavement	188	SY	25 00	4.7
0016.	Utility Modifications	Lump Sum	LS	1,000°	1,00

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	100,000 00
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS	200,0000	200,00000000000000000000000000000000000
001	Erosion Control 9AA. First 10,670 Linear Feet 9AB. All Over 10,670 Linear Feet	10,670 2,700	LF LF	400	42,680 00
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS	5,0000	5,0000
0021.	Miscellaneous Metals	Lump Sum	LS	10.000	10,000
			TOTAL	ş	,577,41560

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 OMITS 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.

<u>VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100) -- JUL 89</u>. 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:

Unit

Intended

Item

Quant i ty

Price

Use

NA

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. 130+, 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 Fool Propagation 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: Long
 (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 of the officer of employee responsible for the offer & date)

TEPHEN H. 1504	STEPHEN	H. BOH	
----------------	---------	--------	--

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 Submart 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. (x,y,y)
- (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. BOLL 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).

$\sqrt{1}$ TIN: $\frac{72-0536353}{\sqrt{1}}$.	
/ / TIN is not required because:	
// Offeror is a nonresident alien, foreign corporation, or forei	gn
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 goyernme	nt:
/_/ Offeror is an agency or instrumentality of a Federal, state,	
local government:	
// Other. State basis	
(d) Corporate Status.	
// Corporation providing medical and health care services, or enga	ged
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 define	d
in paragraph (a) of this clause.	•
// Name and TIN of common parent:	
Name	
TIN	
(End of provision)	
(End of providing)	

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.

Country

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.

Significant interest

(4) 0.5-		
(1) Cuba		
(2) Iran		
(3) Iraq		
(4) Libya		
(5) North Kor	'ea	
(6) Syria		
	(End of	f provision)
52.214-2	TYPE OF BUSINESS (ORGANIZATIONSEALED BIDDING (JUL 1987)
		icable box, represents that
		tion incorporated under the laws of the
	<u>ሀርያነው ልው</u> , /_/ 8 ganization, or /_/ a jo	an individual, /_/ a partnership, /_/ a
		etity it energies as / / an individual

/_/ a partnership, /_/ a nonprofit organization, /_/ a joint venture, or

(End of provision)

/_/ a corporation, registered for business in _

K.13

(country)

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, /w is not a small business concern and that /_/ all, /w 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
50 or fewer .	s million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(End of provision)

K.17 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (DEC

- (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 fallsSubcontinent 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 <u>\(\sigma\)</u> 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,	:h
date of the determination was and the offeror	
NA Was found by SBA to be socially and economically disadvantaged and	n
circumstances have changed to vary that determination.	
NA 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 PREVIO

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 Form Approved OMB No. 0704-0134 (See Instructions on Reverse) Exp. Date: Jun 30, 1988 SECTION A - TO BE COMPLETED BY INITIATOR 1: REQUESTING GOVERNMENT AGENCY/ACTIVITY b. ADDRESS (Street City, State and Zip Code) A. NAME 2. TYPE CODE REQUESTED (X one) (3. EXCEPTION CODES a. FSCM a. CAO b. MILSCAP b ADP 4. INITIATOR A. TYPED HAINE (LAST, FIRST, MIDDLE MILLEL) b. OFFICE SYMBOL L SIGNATURE d. TELEPHONE NO. SECTION B. TO BE COMPLETED BY FIRM TO BE CODED 1. FIRM A. NAME (Include Branch of, Division of, etc.) b. ADDRESS (Street, City, State and Zip Code) L CAGE CODE (If previously assigned) 3. PARENT COMPANY AND AFFILIATED FIRMS (Kone, and complete FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OF OTHER DDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) as applicable) (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) L PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List nome(s) and address(es) of such firms on a separate sheet of paper) 4. PRIMARY BUSINESS CATEGORY (X one) 6. NUMBER OF EMPLOYEES 5. DISADVANTAGED SMALL BUSINESS STATUS (X one) a. MANUFACTURER b. DEALER/DISTRIBUTOR a. APPROVED BY SMALL BUSINESS ADMINIS-7. WOMAN OWNED BUSINESS (X one) TRATION (SBA) FOR SECTION 8(a) PROGRAM a. YES b NO E. CONSTRUCTION FIRM d. SERVICE COMPANY b. OTHER DISADVANTAGED SMALL BUSINESS STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S) BIRM e SALES OFFICE E NOT DISADVANTAGED SMALL BUSINESS PRIMARY 1. OTHER (Specify) FIRM b. OTHER (Specify) P-RI MARKS 10. FIRM OFFICIAL b. DATE SIGNED E. TELEPHONE NO. C SIGNATURE a. TYPED NAME (LOSE FIRST, MIGGIE INITIAL) (YYMMDD)

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 INS	IKUCIIUN	
SECTIO	N A-TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY		SECTION B - (Continued)
ttem 1:	Self-explanatory.	item 4:	Self-explanatory.
	Mark the type code being requested. 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	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 by management of the firm.
	cataloged by the Federal Government; or,	item 6:	Enter the number of employees. This number should include the employees of all affiliates.
2 b:	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 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.
ttem 3:	If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point.	Ttem 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
item 4:	Self-explanatory.		the company is engaged. If multiple IIC Codes, indicate the primary first, wext important, etc.
	ON B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED -	ftems 9	and 10: Self-explanatory.
items la	and 1b: Self-explanatory.	NOTE:	When any future changes are made to the coded facility; i.e., name change, location
item 1c:	tf a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.		change, business sold or operations discon- tinued, etc., written notification stating the appropriate change should be sent to:
item 2:	Self-explanatory.		Commander
Item 3:	If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.		Defense Logistics Services Center ATTN: DLSC-EGC Federal Center Battle Creek, MI 49016

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, IA 70125

President and Chief Executive Officer

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

Vice President - Underground Utilities Department

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

<u>Vice President - Paving Department</u>

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

<u>Vice President and Manager</u> <u>Heavy Construction Department</u>

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

<u>Vice President - Piling Department</u>

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

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)	TYPE OF ORGANIZATION	("X" one)	
	☐ INDIVIDUAL ☐ JOINT VENTURE	☐ PARTNERSHIP	
No. 0.1	STATE OF INCORPORATION		
	LOUISTAN	IA.	

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	,4
PERCENT	AMOUNT NOT TO EXCEED				BID DATE (50)	INVITATION NO.	
OF BID PRICE	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	June 15,1994	DACW29-94-B-0047	
20%	THREE MIL	LION AND NO	CENTS		FOR (Construction, Supplies or Services	Construction	

LIGATION:

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.

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.

TNESS:

Previous edition not usable

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

	•	PRINCIPAL							
SI	GNATURE(S)	1. Robert S Boling (Seal) 2. (Seal) 3.	Corporate						
	NAME(S) & TITLE(S) (Typed)	Robert S. Boh, President Boh Bros. Construction Co. INc.	Seal						
	INDIVIDUAL SURETY(IES)								
ŞI	GNATURE(S)	1. (Seal)	(Seal)						
	NAME(S) (Typed)	2.							
CORPORATE SURETY(IES)									
<	NAME & ADDRESS	FIDELITY & DEPOSIT CO. OF MARYLAND STATE OF INC. LIABILITY LIMIT Suite 1200 -650 Poydras St. New Orleans, IA 70130 Maryland \$ 24,642,000.00	Corporate						
SURETY	SIGNATURE(S)	Ash Heles 2	Seal						
ช	NAME(S) & TITLE(S) (Typed)	Jack H. Neelis Attorney-in-fact	Coun						
	NSN 7540-01-152-8059 EXPIRATION DATE: 12-31-92 24-106 STANDARD FORM 24 (REV. 1-90) Previous edition not usable Prescribed by GSA — FAR (48 CFR) 53.228(a)								

		CORPORATE SURE	TY(IES	S) (Continued)				
_	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY B	SIGNATURE(S)	1.	2.		Corporate			
ر ا	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
<u>ن</u>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY	SIGNATURE(S)	1.	2.		Corporate			
ಶ	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
۵	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY	SIGNATURE(S)	1.	2.		Corporate			
ଞ	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
—	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY E	SIGNATURE(S)	1.	2.		Corporate			
ร	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT			
SURETY F	SIGNATURE(S)	1.	2.		Corporate			
ช	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			
. 5	NAME & ADDRESS	-		STATE OF INC.	LIABILITY LIMIT			
SURETY	SIGNATURE(S)	1.	2.	Corporate				
3 -	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal			

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 dever, for, and 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; wall 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, etal, dated August 3, 1992. The said Assistant Secretary does hereby certify that the extract set forthon the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in the. 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...... lst May, A.D. 19<u>93</u>. AND DEPOSIT COMPANY OF MARYLAND **ATTES** Assistant Seque STATE OF MARYLAND SS: COUNTY OF BALTIMORE 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 deposeth 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. Notary Public My Commission Expires_____ August 1, 1996 CERTIFICATE 1, 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, 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 day of 19

Assistant Secretary

L1428c -056-0056

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 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."

			1	()	
, <u></u>	1. SOLICITATION NO.	2. TYPE OF SOLICIT	ATION	3. DATE ISSUED	PAGE OF PAGES
COLLOTATION OFFER	DACW29-94-B-0047			5/3/94	1/2
SOLICITATION, OFFER, AND AWARD		SEALED BID (IFE	3)	3/3/94	
(Construction, Alteration, or Repair)		NEGOTIATED (RI	FP)		
(
IMPORTANT - The "offer" section on the reverse must be	be fully completed by offeror. 1 5. REQUISITION/PURCHASE REQ	IIE ST NO	6. PROJECT	T NO	_
4, CONTRACT NO.	ED0000-4031-0144	0E31 NO.	6. PROJECT	DACW29-94-B-004	7
7. ISSUED BY CODE	E ISSUE1	8. ADDRESS OFFER TO	OFFER1		
US ARMY ENGR DIST NEW ORLEANS	133021	US ARMY		ST NEW ORLEANS	
PO BOX 60267			CELMN-CT	THE ONE LAND	
NEW ORLEANS LA 70160-0267			x 60267		
		NEW ORI	LEANS LA	70160-0267	
9. FOR INFORMATION A. NAME		B. TELEPHONE NO	. (include area	a code) (NO COLLECT	CALLS)
	W. Enclade S	C1 (504) 8	862-1514		
7					
-	SOLICITATION				
E: In sealed bid solicitations "offer" and "offeror" m					
THE GOVERNMENT REQUIRES PERFORMANCE OF THE WO	ORK DESCRIBED IN THESE DOCUM	NTS (Title, identifying no.,	, date):		
			_	_	
Lake Pontchartrain, Lou			evel :	Plan	
London Ave. Outfall Car					
Mirabeau Ave. to Leon (oodwall,			
Orleans Parish, Louisia					
Solicitation #DACW29-94	4-B-004/				
Bid Date: 6/8/94					
_					
11. The Contractor shall begin performance within	10 calendar days an	d complete it within	540	calendar da	ys after receiving
					,
award, notice to proceed. This performs	ance period is 🗵 mandatory,	negotiable. (See	'		·)
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERF (If "YES," indicate within how many calendar days after award				12B. CALENDAR DA	YS
ĭ YES □ NO	· · ,			007	
<u> </u>	,				
13. ADDITIONAL SOLICITATION REQUIREMENTS:					
A. Sealed offers in onginal and copies to perf	form the work required are due a	t the place specified in	iltem 8 by	1400 (ho	our)
	lled bid solicitation, offers must b	. , .		•	
containing offers shall be marked to show the offere	or's name and address, the solici	tation number, and the	date and t	time offers are due.	
B. An offer quarantee [汉] is, ☐ is not required.					
B. An offer guarantee ⊠ is, ☐ is not required.					
			11. 14. 42.		
C. All offers are subject to the (1) work requirements, a	ind (2) other provisions and claus	ses 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 a	are due will	not be considered a	ınd
will be rejected.	, and a second s				
		,		STANISARS FOR	4449 /BEV 4 00
NSN 7540-01-155-3212	1442-101			STANDARD FORM Prescribed by GSA	i 1442 (HEV. 4-85

											;
	_				T					<u> </u>	
14. NAME AND AD	DRESS OF OFFE	ROR (Include ZIP	Code)		15. TELEPHONE NO. (Include area code) 504-832-8915 16. REMITTANCE ADDRESS (Include only if different than Item 14)						
Pittman	Constru	ction C	'o T	nc.							
110 Vete						Box 8116		,			
Suite 32						rleans,		70182			
DUNS NO. Me		LA 70	005			,					
CODE		FACILITY CODE									
by the Gove stated in Iter	rnment in writi n 13D. Failure	ng within to insert any n	calendar number m	the prices specific days after the date eans the offeror ac	e offers are due ccepts the mini	e. (Insert any nu	ımber (
AMOUNTS				264 -							
18. The offeror a	grees to furnis	h any required	performa	nce and payment	bonds.						
		(The o	offeror ackn	19. ACKNOWLE owledges receipt of a			num ber	and date of each)			
-	T		1						$\overline{}$		
AMENDMENT NO	1	2	3		,						
DATE	5/26/94	6/2/04	6/7/	/0/							
20A. NAME AND TI					20B. SIGNATU	RE V			200	OFFER DA	TE
(Type or print)											
A. E.	Pittman,	, Presid	lent		6/15/94					4	
				AWARD (Tobse	completed by	Government)					
22. AMOUNT				23. ACCOUNT	ING AND APPROF	PRIATION DATA					
24. SUBMIT INVOICE	CES TO ADDRES	S SHOWN IN		ITEM	25. OTHER TH	AN FULL AND OPE	N COM	PETITION PURSUAN	тто		
(4 copies unie	ss otherwise spe	cified)	•	26	☐ 10 U.S.	C. 2304(c) ()	41 0	.S.C. 25	3(c)()	
26. ADMINISTERE	D BY	CODE	T		27. PAYMENT	WILL BE MADE BY	′				
New Orleans	Area Offic	e			Disbursi	ing Officer					
P.O. Box 60					U.S. Army Engineer District, New Orleans						
Foot of Pry	P.O. Box 60267										
New Orleans, LA 70160-0267					New Orleans, LA 70160-0267						
		CONTRAC	CTING C	OFFICER WILL	COMPLET	E ITEM 28	OR 29	9 AS APPLICA	ABLE		
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 TI		CTOR OR PERSO	ON AUTHOR	RIZED	31A. NAME OF CONTRACTING OFFICER (Type or print)						
30B. SIGNATURE				30C. DATE	31B. UNITED S	TATES OF AMERI	CA			31C. AWAR	
				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	Estimate Quantit	ed Y Unit	U to the desirable of the second
0001.	Mobilization and Demobilizati	on Lump Si	um IS	201,509
0002.	Clearing and Grubbing	Lump Si	um LS	466,080
0003.	Selective Demolition	Lump St	um LS	268,473
0004.	Pedestrian Bridge Demolition	Lump St	um LS	17,928
0005.	Embankment, Semicompacted Fil	Lump Si	um LS	37,990 -
0006.	Structural Excavation and Backfill	Lump Si	um LS	108,328 -
0007.	Fertilizing, Seeding, and Mulching		8 AC	1,060- 8,480
.8000	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump St	um LS	129,633 -
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Su	um LS	65,475-
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Si	um LS	4,956 -
0011.	Piling, Steel Sheet, Type PZ-22	187,84	44 SF	7 25 1,455,791 -
0012.	Piling, Steel Sheet, Type PSA-23	99	97 SF '	1300 12,96/-
0013.	Painting	Lump Su	um LS	110,250 -
0014.	Reinforced Concrete Floodwalls	s Lump Su	um LS	2,044,598-
0015.	Concrete Slope Pavement	18	88 SY	4235 7,943-
0016.	Utility Modifications	Lump Su	um 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-
001	Erosion Control 9AA. First 10,670 Linear Feet 9AB. All Over 10,670 Linear Feet	10,670 2,700	LF LF	4 <u>7°</u> 4 <u>7°</u>	50,149- 12,690-
0020.	Temporary Flood Protection And Cofferdams	Lump Sum	LS		395,395-
0021.	Miscellaneous Metals	Lump Sum	LS		27858-
			TOTAL	;	\$6.065264-

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 OMITS 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.

<u>VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100) -- JUL 89</u>. 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:

Unit Intended

Item Quantity

Price 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) 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, and 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 Procurement Integrity (Continuation Sheet), EN	

6/**1**5/94

(Signature of the officer or employee responsible for the offer & date)

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

(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.]
 - /_/ has, /X/ has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) /_/ has, /X/ 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).

/A/ TIN:
/_/ 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.;
<pre>/_/ Offeror is an agency or instrumentality of a foreign government;</pre>
/_/ 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;
$/\underline{X}'$ 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.
$/\underline{X}'$ 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)

72-0550849

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 /X/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have / / have not /X, 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 /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.

Country

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.

Significant interest

	·	
(1) Cuba	·····-	
(2) Iran		
(3) Iraq		
(4) Libya		
(5) North Kore	ea	
(6) Syria		
	(End of	provision)
52.214-2	TYPE OF BUSINESS O	RGANIZATIONSEALED BIDDING (JUL 1987)
(a) It opera	ates as /X/ a corporat Ouisiana _ , /_/ a	cable box, represents that ion incorporated under the laws of the n individual, /_/ a partnership, /_/ a int venture: or

(b) If the bidder is a foreign entity, it operates as /_/ an individual, /_/ a partnership, /_/ a nonprofit organization, /_/ a joint venture, or

(End of provision)

/_/ a corporation, registered for business in __

K.13

(country)

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 /½/ is, /_/ is not a small business concern and that /½/ 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, $/\underline{X}/$ 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 $/\underline{X}/$ is, $/\underline{\ }/$ 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
50 or fewer	 \$1 million or less
X 51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	X \$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(End of provision)

K.17 252,219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (DEC

- (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, to
date of the determination was and the offeror
Was found by SBA to be socially and economically disadvantaged and
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
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 // 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.

 X Does not enticipate that
 - 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

: REQUESTING GOVERN . NAME			Instructions on Reverse)	OVERNMENT ENTITY		Form Approved OMB No. 0704-0134 Exp. Date: Jun 30, 198	
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			N CODES_]			
a. FSCM	a. CAI			4			
b. MILSCAP	b AD	<u> </u>		<u> </u>			
INITIATOR	- Adiadata tanan II		In Account to the Control	T		14 30 0000000000000000000000000000000000	
TYPED NAME (LEST, FA			b. Office SYMBOL	C SIGNATURE		d. TELEPHONE NO	
	SECT	ION I	-TO BE COMPLETE	ED BY FIRM TO BE	ODED		
FIRM							
. NAME (include Branch				b. ADDRESS (Street, Cit	•		
Pittman Constru		inc.		110 Veterans N	emorial Blvd.		
CAGE CODE (# previous	usly essigned)			Suite 325 Metairie, LA	70005		
ADDRESS(ES) SPECIFY	THE PREVIOUS N	AMELS	R NAME(S) OR OTHER) AND/OR ADDRESS(ES)	3. PARENT COMPANY		RMS (X one, and complete.	
(Use separate sheet of	paper, if necessary,	,		X a. NONE		•	
				b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)			
_						THER FIRMS (List name(s)	
•				and address(t) of such firms on a s	reparate sheet of paper)	
PRIMARY BUSINESS C			SADVANTAGED SMALL one)	<u> </u>	6. NUMBER OF E	Peparate sheet of paper)	
	R		one)	<u> </u>	6. NUMBER OF 6 50-1	Peparate sheet of paper)	
b. DEALER/DISTRI	BUTOR		a. APPROVED BY SMA	BUSINESS STATUS	6. NUMBER OF 8 50-1	SEPARATE Sheet of paper) EMPLOYEES 00.	
b. MANUFACTURE b. DEALER/DISTRI X c. CONSTRUCTION d. SERVICE COMPA	R BUTOR FIRM		ene) a. APPROVED BY SMA TRATION (SBA) FOR	BUSINESS STATUS	6. NUMBER OF 8 50-1 7. WOMAN OW	SEPARATE SHEET OF PAPER) EMPLOYEES OO. NED BUSINESS (X one) X b NO IDUSTRIAL CLASSIFICATIO	
b. DEALER/DISTRI X c. CONSTRUCTION	R BUTOR FIRM ANY		a. APPROVED BY SMA TRATION (SBA) FOI b. OTHER DISADVANT	BUSINESS STATUS. ALL BUSINESS ADMINIS- R SECTION 8(a) PROGRAM AGED SMALL BUSINESS	6. NUMBER OF 8 50-1 7. WOMAN OW 8. YES	SEPARATE SHEET OF PAPER) EMPLOYEES OO. NED BUSINESS (X one) X b NO IDUSTRIAL CLASSIFICATIO	

DD form 2051, DEC 85

10. FIRM OFFICIAL

a. TYPED NAME (Last, First, Middle Initial)

A. E. Pittman, President

Previous editions are obsolete.

d. TELEPHONE NO.

504-832-8915

b. DATE SIGNED (YYMMDD)

6/15/94

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 INS	TRUCTION	s		
SECTIO	ON A-TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY	SECTION B - (Continued)			
item 1:	Self-explanatory.	item 4:	Self-explanatory.		
	Mark the type code being requested. 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	item 5:	A disadvantaged business firm is defined as a firm that is \$1%, 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 management of the firm.		
,,	cataloged by the Federal Government; or,	ttem 6:	Enter the number of employees. This number should include the employees of all affiliates.		
2 b:	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 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.		
ttem 3:	ttem 3: If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point		The SIC Code is a Government Index used identify business activity and indicates function (manufacturer, wholesaler, retailor service) and the line of business in wholesaler		
item 4:	Self-explanatory.		the company is engaged. If multiple Codes, indicate the primary first, mext important, etc.		
	ON B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED -	Items 9 and 10: Self-explanatory.			
items la	and 1b: Self-explanatory.	NOTE:	When any future changes are made to the coded facility; i.e., name change, location		
ttem 1c: tf a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.			change, business sold or operations discon- tinued, etc., written notification stating the appropriate change should be sent to:		
item 2:	Self-explanatory.		Commander		
item 3:	If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.		Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016		
			Battle Creek, MI 49016		

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)	TYPE OF ORGANIZATION ("X" one)		
110 Veterang Blad Suite 325	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☒ CORPORATION		
(504) 835-0747	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	AMOUNT NOT TO EXCEED B		BID DATE		INVITATION NO.			
OF BID PRICE	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	June 15,	, 1994	DACW29-94-B-0047	
20					FOR (Construction Supplies or Ser		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.

_		PRINCIPA				
SI	GNATURE(S)	1. Seally	(Seal)	3.	(Seal)	Corporate
	NAME(S) & TITLE(S) (Typed)	Pittman Construction Co., Inc. A.E. Pittman, President		3.		Seal
		INDIVIDUAL SUR	ETY(IES)			
SI	GNATURE(S)	1. (Seal				(Seal)
	NAME(S) (Typed)	1.	2.			
		CORPORATE SUF	RETY(IES)			
<	NAME & ADDRESS	The Aetna Casualty and Surery Company Hartford, CT 06156,	STATE OF I	INC. LIABILITY LIMI \$ 119,119.		Corporate
SURETY	SIGNATURE(S)	1 ()				Seal
ร	NAME(S) & TITLE(S) (Typed)	1. William G. Rhodes Attorney-in-Fact			- '	Joan

		CORPORATE SUR	ETY(IE	S) (Continued)		
8	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.			Corporate
S	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
Ö	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.		Corporate		
S	NAME(S) & TITLE(S) (Typed)	1. 2.				Seal
_	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.	,		Corporate
S	NAME(S) & TITLE(S) (Typed)	1.	2.			
<u> </u>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
	SIGNATURE(S)	1.	2.			Corporate
S	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
<u>_</u>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.			Corporate
ร	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
G	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2 .			Corporate
OS	NAME(S) & TITLE(S) (Typed)	1.	2.		_	Seal

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 AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE ÆTNA 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 ÆTNA 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 ÆTNA 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 Assistant Vice President, 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 shell 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 ÆTNA 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 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-Fect 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 ÆTNA 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

THE ETMA CASUALTY AND SURETY COMPANY

State of Connecticut ass. Hartford

State of Connecticut Asst. Jice President

On this 4th day of March .19 93 , before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Asst. Vice President of THE ÆTNA 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

Notary Public Rosalind R. Christie

Sawyer,

Stephen R.

CERTIFICATE

I, the undersigned. Secretary of THE ÆTNA 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

June

19 94

Secretary

					(
SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repai	NO.	ITATION NO. ACW29-94-B-0047	2. TYPE OF SOLICI	B)	3. DATE ISSUED 5/3/94	PAGE OF PAGE
IMPORTANT - The "offer" section on the 4. CONTRACT NO.	5. REQUI	npleted by offeror. SITION/PURCHASE REC 2000-4031-0144	QUEST NO.	6. PROJECT	NO. DACW29-94-B-004	7
7. ISSUED BY US ARMY ENGR DIST PO BOX 60267 NEW ORLEANS LA 70	NEW ORLEANS	SUE 1	ATTN PO BO	OFFERT IY ENGR DIS CELMN-CT IX 60267	T NEW ORLEANS 70160-0267	
9. FOR INFORMATION CALL:	A.NAME Sheila W. Enclad	de s	l l	0. (Include area 862-1514	code) (NO COLLECT	CALLS)
		SOLICITATION		_		
11. The Contractor shall begin performan			nd complete it within _	540	calendar day	s after receiving
award, notice to proceed. 12A. THE CONTRACTOR MUST FURNISH ANY (If "YES," indicate within how many calenda YES NO		ND PAYMENT BONDS?	negotiable. (Se	9	128. CALENDAR DA) y s
containing offers shall be marked to B. An offer guarantee is, is n C. All offers are subject to the (1) work r reference.	copies to perform the wo If this is a sealed bid solid show the offeror's name al ot required. equirements, and (2) other	citation, offers must be not address, the solice of the so	be publicly opened at intation number, and the sessincorporated in the	hat time. Se e date and ti	aled envelopes me offers are due.	,
Offers providing less than	calendar days for Go	vernment acceptanc	e after the date offers	are due will r	not be considered a	nd

								_			
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)				15. TELEPHONE NO. (include area code)							
River/Road Construction, Inc.				(504)831-6958 16. REMITTANCE ADDRESS (Include only if different than Item 14)							
P. 0. Box 1406			10. REMITTAN	CE ADDRESS (I	nciuae aniy it air	rerent than item 14)		-			
Mandevil	1e, LA 7	70470-140	6								
DUNS NO. 11	-899-6520)				Same					
CODE		ACILITY CODE				- Same					
17. The offeror a	grees to perfo	rm the work re	equired a	t the p	orices specifie	d below in stri	ct accordance	with the terms	s of this solicitation	, if this offer is accept	ted
		ng within							to or greater than	the minimum require	men
18. The offeror a	grees to furnisi	h any required	performa	ance a	and payment	bonds.					
						DGMENT OF A					
		(The c	offeror ack	nowled	iges receipt of a	mendments to the	solicitation - giv	ve number and da	ite of each)		
AMENDMENT NO.	0001	0002	0003								
DATE	05 /06 /04	05 /00 /04	00 (07 /	,,,		- 0					
20A. NAME AND TIT	<u>05/26/94</u> rle of person	06/02/94	0 SIGN OF	<u>94 </u> FER		208. SIGNATU	RE /	-A	N // / 281	C. OFFER DATE	
(Type or print)						IH ()	a G 1/-1	A 1/1	_//////////////////////////////////////		
Gerard M	. Whittle	e, Vice Pi	reside	ent.	_	$H \mathcal{L}$	UV	M	THE RESIDENCE OF THE PARTY OF T	6/15/94	
		7, 1100 11		AW	ARD (To be	completed by	Governmen	t)		0/10/54	
22. AMOUNT					23. ACCOUNTI	NG AND APPROP	PRIATION DATA				
24. SUBMIT INVOIC	ES TO ADDRESS	S SHOWN IN		<u></u>	TEM	25. OTHER TH	AN FULL AND O	PEN COMPETITI	ON PURSUANT TO		
			26								
					10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()						
26. ADMINISTERED BY CODE					27. PAYMENT	WILL BE MADE	ВУ		_		
New Orleans Area Office					Disbursi	ing Officer	•				
P.O. Box 60267				U.S. Army Engineer District, New Orleans							
Foot of Prytania Street, Rm. 186			P.O. Box 60267								
New Orleans, LA 70160-0267				New Orleans, LA 70160-0267							
		CONTRAC	CTING (OFFI	CER WILL	COMPLET	E ITEM 28	OR 29 AS	APPLICABLE		
28. NEGOTIAT document and return to furnish and delive on this form and any contract. The rights governed by (a) this representations, cer in or attached to this	nco or all items or perf r continuation she and obligations o contract award, tifications, and sp	pies to issuing of orm all work, requests for the consider of the parties to the (b) the solicitation	uisitions id deration sta his contrac n, and (c) ti	tractor entified ated in t shall he clau	agrees d this be ses,	summates	icitation, is heret the contract, wh and (b) this cont	y accepted as to ich consists of (a	ired to sign this docur the items listed. This a) the Government soli urther contractual doc	award con- citation and	
30A. NAME AND TIT TO SIGN (Type		CTOR OR PERSO	N AUTHO	RIZED		31A. NAME OF	CONTRACTING	OFFICER (Type	or print)		
30B. SIGNATURE				30C. D	DATE	31B. UNITED S	TATES OF AME	RICA		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	XXXXXX	100,000.00
0002.	Clearing and Grubbing	Lump Sum	LS	XXXXXX §	200,000.00
0003.	Selective Demolition	Lump Sum	LS	xxxxxx \$	200,000.00
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 🖈	2,000,000-00
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
001	Erosion Control 9AA. First 10,670 Linear Feet 9AB. All Over 10,670 Linear Feet	10,670 2,700	LF LF	\$2.00 \$2.00	\$ 21,340.00 \$ 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		\$ 5,196,076-0

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 OMITS 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.

<u>VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS</u>
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 HONDOMESTIC 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:

Unit Intended Price Use

Item Quantity

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, <u>Gerard M. Whittle</u>, 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) 1 a	gree that, if awa	anded a contact	umdan shin	
pertification	gree that, it awa ns required by su n accordance wide	obsection 27(e)	(1)(B) of t	he Act shall
TUX.	YUI	THIL	100	6/15/94
				0/13/34

(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, / \underline{X} / has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) /_/ has, /X/ 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).

```
/X/ 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;
   /X/ 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.
   /X/ 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)
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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 /X/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have / / have not /W, 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 a	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 $/\underline{X}/$ a corporation incorporated under the laws of the State of $\underline{LOUISIaNa}$, $/_/$ 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 $/\underline{\mathbb{Z}}$ is, $/_/$ is not a small business concern and that $/_/$ all, $/\underline{\mathbb{Z}}/$ 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 women 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, $/\underline{X}/$ 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
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	<u>X</u> \$10,000,001-\$17 million
Over 1,000	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 fallsSubcontinent 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
r	made a determination concerning the offeror's status as a small
•	disadvantaged business concern. If the SBA has made a determination, th
•	date of the determination was and the offeror
	Was found by SBA to be socially and economically disadvantaged and a
•	circumstances have changed to vary that determination.
	Was found by SBA not to be socially and economically disadvantaged
ŧ	but circumstances which caused the determination have changed.
((d) Notification. Notify the Contracting Officer before contract award
f	your status as a small disadvantaged business concern changes

concern as a small disadvantaged business for the purpose of securing a (1) Be punished by imposition of a fine, imprisonment, or both;

(e) Penalties and Remedies. Anyone who misrepresents the status of a

- (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)

contract or subcontract shall--

- (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

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--

OF NONSEGREGATED FACILITIES.

- (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 /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 $/\underline{X}/$ 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.
- X 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 8, 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

1 10 BCL (3000-00-0), ************************************				
FrintOir AL (Legal hame and bacheas accreas)	TYPE OF ORGANIZATION ("X" one)			
P O ROX 1406	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☑ 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	YEVY I AMOUNT NOT TO EXCEED I			BID DATE	INVITATION NO.		
OF BID PRICE	MILLION(S)	THOUSAND(S)	HUNDRED(S) CENT	06/08/94	DACW29-94B-0047		
	TWENTY	PERCENT O	F THE AMT	FOR (Construction,	U. S. ARMY CORPS OF ENGINEERS		
20%	OF THE	BID		Supplies or Services)	WEST BANK - MIRABEAU TO LEON C		
		TONDON	AMENITE OUT	CANAI	SIMON-FAST BANK - MIRABEAU TO		

"SLIGATION:

LONDON AVENUE OUTFALL CANAL

SIMON-EAST

ROBERT E. LEE

e, 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.

JUTNESS:

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

		PRINCIPAL			
SIG	GNATURE(S)	Mille	(Seal)	(Seal)	Corporate
	NAME(S) & TITLE(S) (Typed)	Gerard M. Whittle Vice President	3.		Seal
		INDIVIDUAL SURE	TY(IES)		
		1.	2.		
SIG	GNATURE(S)	(Seal)			(Seal)
	NAME(S) (Typed)	1.	2.		
		CORPORATE SURE	TY(IES)		
⋖	NAME & ADDRESS	UNITED STATES FIDELITY & GUARANTY CO. P. O. BOX 1186 METAIRIE, LA.	STATE OF INC. MARY LAND	LIABILITY LIMIT	Corporate
SURETY	SIGNATURE(S)	1. M. M. Lun ~ 2.			Seal
ಶ 	NAME(S) & TITLE(S) (Typed)	G.A. MCELVEEN, JR. 2. ATTORNEY-IN-FACT			Joan

NSN 7540-01-152-8059 Previous edition not usable Contract 273 (02-90)

EXPIRATION DATE: 12-31-92

24-106

STANDARD FORM 24 scribed by GSA - FAR (48 CFR) 53.228(a)

		CORPORATE SURE	TY(IE	S) (Continued)		
	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.			Corporate
ซ	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal	
v	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.		Corporate	
าร	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal	
٥	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.			Corporate
S	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal	
_	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY E	SIGNATURE(S)	1.	2.			Corporate
ซ	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
L	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY F	SIGNATURE(S)	1.	2.			Corporate
ร	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
5	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.			. Corporate
S	NAME(S) & TITLE(S) (Typed)	1.	2.			Seat

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





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., Birmie B. Stevison and Charles M. Ward

Lake Charles Louisiana , State of of the City of 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 22md day of January , A.D. 19gg . UNITED STATES FIDELITY AND GUARANTY COMPANY Senior Vice President STATE OF MARYLAND)

SS:

BALTIMORE CITY

On this 22rd day of Jernary

A.D. 19 93 Theore me personally came. Robert J. Lamendola

Senior Vice President of the UNITED STATES FIDELITY AND GUARANTLY COMPANY and Raul D. Sims

Assistant

Secretary of said Company, with both of whom I am personally acquanted, who being by me severally duly sworn, said, that they, the said Robert J.

Lamendola and Paul D. Sims

Were respectively the Senior Nice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANT OF COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the exhibitined to said Power of Attorney was such corporate seal that was so affixed by order of the Board of Directors of said corporation, and that they signed their saines thereto by like order as Sasior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in Max Off 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 fideling of the connection with the connection with the fideling of the connection wit 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.

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 8 TH day JUNE



Assistant Secretary

FS 3 (10-92)

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12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?	11. The Contractor shall begin perform	rmance within	10 calendar days a	nd complete it within _	540	calendar day	s after receiving
Comparison of the considered within how many calendar days after award in item 12B.) Image: No	award, Inotice to proc	eed. This performan	ce period is Mandatory,	negotiable. (Se	e	<u> </u>)
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in onignal and copies to perform the work required are due at the place specified in Item 8 by (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 [X] 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.						12B. CALENDAR DAY	/S
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 than30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	•	lendar days after award i	in Item 12B.)			007	
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D. Offers providing less than calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	D. All Olidi guarantee III is,	is not required.					
D. Offers providing less than calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	C 48 -# subject to the (4) us	ade no suivamento am	d (0) ather provisions and also		!: _ !* _ **		
Offers providing less than calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	•	onk requirements, an	a (2) other provisions and clau	ises incorporated in th	B solicitation	in tuli text or by	
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will be rejected.	D. Offers providing less than	30 calendar d	ays for Government acceptance	e after the date offers	are due will	not be considered a	nd
NSN 7540-01-155-3212 1442-101 STANDARD FORM 1442 (REV. 4-8			•				
	NSN 7540-01-155-3212		1442-101			STANDARD FORM	1442 (REV. 4-8

14. NAME AND ADI	DRESSOFOFFER Bros. Cor			isiana	15. TELEPHON		rea code)			
		_		110144	504-465-0741 18. REMITTANCE ADDRESS (Include only if different than Item 14)					
2002 200	h Street,	Suite Bi	.01							
Kenner,	LA 7006:	2			[
DUNS NO. 02	-284-7354									
CODE FACILITY CODE						. '				
by the Gover	rriment in writing n 13D. Failure t	g within o o insert any nu	calendar d umber mea	lays after the da ans the offeror a	ied below in stric te offers are due accepts the minir E ATTACHED	. (Insert any mum in Item 1	number equa 13D.)	ns of this solicitation is of this solicitation is solicitation in the solicitation is solicitation.	on, if this offer is in the minimum	s accepted requiremen
18. The offeror a	grees to furnish	any required	performan	ce and paymen	it bonds.					
				19. ACKNOWL	EDGMENT OF A	MENDMENT	s			
		(The of	feror acknow	wledges receipt of	amendments to the	solicitation - gi	ve number and d	ate of each)		
AMENDMENT NO.	0001	0002	0003							
	0001	0002	0003				+			
DATE	5/26/94	6/2/94	6/7/9							
20A. NAME AND TIT (Type or print)	LE OF PERSON A	UTHORIZED TO	SIGN OFFE	R	20B. SIGNATUR	RE A A	11.		OC. OFFER DATE	
7 7 Se	hlin, Sen:	ior Vice	Presid	ent	June 15,					1994
A. A. Be	initin, ben	TOT VICE			e completed by					
		·		L23 ACCOUNT	TING AND APPROP	GIATION DATA				
22. AMOUNT				23. ACCOUN	TING AND APPROP	HIATION DATA				
24. SUBMIT INVOICE	ES TO ADDRESS	SHOWNIN		ITEM	25. OTHER THA	N FULL AND O	PEN COMPETIT	ION PURSUANT TO		
(4 copies unles	ss otherwise speci	fied)		26	10 U.S.C. 2304(c)()					
26. ADMINISTERED	D BY	CODE			27. PAYMENT V	VILL BE MADE	BY			
New Orleans	Area Office				Disbursi	ng Officer	r			
P.O. Box 602	267				1	-	r District,	, New Orleans		
Foot of Pryt					P.O. Box 60267 New Orleans, LA 70160-0267					
New Orleans,	_							_		, <u> </u>
		CONTRAC	TING O	FFICER WIL	L COMPLET	E ITEM 28	3 OR 29 A	S APPLICABL	<u>.e</u>	
28. NEGOTIAT document and return to furnish and delive on this form and any contract. The rights governed by (a) this representations, cer in or attached to this	ncop er all items or perfor y continuation sheet and obligations of contract award, (I tifications, and spe	pies to issuing off orm all work, requ ots for the consid of the parties to the of the solicitation	fice.) Contra isitions iden leration state is contract s , and (c) the	tified ed in this hall be clauses,	summates	citation, is here the contract, wh and (b) this con	by accepted as t	uired to sign this do o the items listed. T (a) the Governments further contractual (his award con- clicitation and	er .
30A. NAME AND THE TO SIGN (Type		TOR OR PERSON	NAUTHORIZ	ZED	31A. NAME OF	CONTRACTING	OFFICER (Typ	e or print)		
30B. SIGNATURE			30	C. DATE	31B. UNITED S	TATES OF AME	RICA		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	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
0006.	Structural Excavation and Backfill	Lump Sum	LS	360,000.00	300,000.00
0007.	Fertilizing, Seeding, and Mulching		AC	1,100.00	8,800.00
.8000	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	26,000.00	20,000.00
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	Ls	20,000.00	28,000.00
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	1,502,782.
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.
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 PAA. First 10,670 Linear Feet PAB. All Over 10,670 Linear Feet	10,670 2,700	LF LF	4.00	4 2 ,680.00
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	s ·	5,431,152,0

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 OMITS 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.

<u>VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100)--JUL 89.</u> 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:

Unit

Intended

Item Quantity

Price

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)

(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 <u>A. A. Sehlin</u>
 <u>Senior Vice President</u>

(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.]
 - /_/ has, /x/ has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) /_/ has, /X/ 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).

/ <u>X</u> / TIN: <u>41-0827177</u> .
/_/ 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;
/X 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.
$/\underline{X}$ / 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 X/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have / / have not /W/, 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 $\mathbb{X}/$ 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 p	rovision)

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 /X/ a corporation incorporated under the laws of the State of <u>Minnesota</u>, /_/ 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, /\(\frac{\text{Y}}{2}\) is not a small business concern and that /_/ all, /\(\frac{\text{Y}}{2}\) 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, $/\underline{X}/$ 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, $/X_/$ 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
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	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 <u>Johnson Bros.</u> 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: <u>None</u> (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 of the officer or employee responsible for the offer & date)

SR 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.
- 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 \underline{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
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
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 $/\underline{X}$ 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 $/\frac{X}{2}$ has, $/\frac{1}{2}$ 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 $/\underline{X}/$ 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.
- X 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)

٠,

JOHNSON BROS. CORPORATION OF IOUISIANA P.O. BOX 1002 LITCHFIELD, MN 55355

TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL PARTNERSHIP

☐ JOINT VENTURE **CORPORATION**

STATE OF INCORPORATION MINNESOIA

SURETY(IES) (Name and business address) SEABOARD SURETY COMPANY BURNT MILLS RD & RT 206 BEDMINSTER, NJ 07921

	PEN	AL SUM OF BOND		BID IDENTIFICATION			
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED MILLION(S) THOUSAND(S) HUNDRED(S) CENTS		BID DATE 6-15-94	INVITATION NO. DYCW 29-94-B-0047			
20%				FOR (Construction, Supplies or Services)	LAKE PONICHARIPAIN, LOUISIANA AND VICINITY, HICH LEVEL PLAN EIC.		

3LIGATION:

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.

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.

/ITNESS:

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

			$\overline{}$			CIPAL					
SIC	GNATURE(S)	1.	BY	SON EROS. CORFORATION C	BIOUISIANA		(Seal)	3.		(Seal)	Corporate
	NAME(S) & TITLE(S) (Typed)	1.	C _R	resident	2.			3.			Seal
					INDIVIDUAL	SURE	TY(IES)				
SIG	GNATURE(S)	1.				(Seal)	2.				(Seal)
	NAME(S) (Typed)	1.				_	2.				
					CORPORATE	SURE	TY(IES)				
<	NAME & ADDRESS		SEA BUR BED	NT MILETS RD & R	MPANY 93		STATE OF I	NC.	LIABILITY LIMIT \$		Corporate
SURETY	SIGNATURE(S)	1.	BY			2.					_ Seal
าร 	NAME(S) & TITLE(S) (Typed)	1.	ATT	ORNEY-IN-FACT LI	TION E.S. FIELD	2. , JR.					Joan
	N 7540-01-152-6			FXPIRATION DATE: 9-30	-95	24-106		· ·	STANDAR Prescribed b	D FORM 24 by GSA — FAR	(REV. 1-90) (48 CFR) 53 228(a)

		CORPORATE SURE	ETY(IE	S) (Continued)		
8	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	* *
SURETY	SIGNATURE(S)	1.	2.		•	Corporate
Ø	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
0	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.	·		Corporate
ร	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
۵	NAME & ADDRESS	•		STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.			Corporate
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m	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY E	SIGNATURE(S)	1.	2.	<u> </u>		Corporate
ช	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal 😈	
L.	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY F	SIGNATURE(S)	1.	2.			Corporate
ร	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal	
U	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.			Corporate
ns —	NAME(S) & TITLE(S) (Typed)	1.	2.		Seal	

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."

FOR INDIVIDUAL OR CO-PARTNERSHIP

STATE OF		
COUNTY OF		
On this	day of	,19, came before me personally
		to me well-known to be t
	executed the forego his own free act and	ing bond, and each severally acknowledged
the same to be	nis own free act and	deed.
	Nota	ry Public
	SURE	TY ACKNOWLEDGMENT
STATE OF MINNES		
On this 151H	day ofJUNE	, 19 <u>94</u> , before me appeared
Litton E.S.	Field, Jr.	to me personally
nown ,who, bei	ng duly sworn, did s	ay that he is the Attorney-in-Fact of the
SEABOARI	SURETY COMPANY	
that the goal a	ffined to the ferrors	sing instrument is the serverate seal of
		oing instrument is the corporate seal of ment was signed and sealed on behalf of
		s Board of Directors, and said
Litton E.S.	Field, Jr. ac	knowledged said instrument to be the free
	said corporation.	_
TAMMY I	LYNN BURKE }	Tammy Lynn Burks
	LIC — MINNESOTA'S EY COUNTY	Notary Public
My commissio	on expires 3-9-99	
		EDGMENT OF PRINCIPAL FOR CORPORATION
	nesota	WALL WALL BUILD
COUNTY OF Mee	eker	
On this 151	H day of JUNE	, 19 <u>94</u> , before me personally
came R.	W. Johnson	to me known, who, being by
ne duly sworn,	did depose and say;	that he resides in
Litchfield, Mi	nnesota that he is	s the President
of theJOH	NBON BROS. CORPORATION OF LOUI	ISIAWA
the corporation	n described in and wh	nich executed the above instrument; that
he knows the se	eal of said corporati	ion; that the seal affixed to said
		that it was so affixed by order of the
board of Direct by like order.	ors of said corporat	tion, and that he signed his name thereto
	***************************************	and here 2 8 /2 0
	CHRISTINE E. NOTARY PUBLIC - MI	
	MEEKER COU	NTY
	My commission expire	es 12-4-97

Certified Copy

SEABOARD SURETY COMPANY

12164

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY **POWER OF ATTORNEY**

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

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:

"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-day of .

Attest:

SEABOARD SURETY COMPANY

STATE OF NEW JERSEY

COUNTY OF SOMERSET

On this 24th day of March , 19 94 , before me personally appeared Michael B. Keegan a Vice-President of SEABOARD SURETY COMPANY,

rith 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.

(Seal)

BELINDA FAYELEE NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Sept. 9,1009

CERTIFICATE

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, Lave hereunto set my hand affixed the corporate seal of the Company to these presents this

Assistant Secretary

SOLICITATION NO. DACW29-94-B-0047 AMENDMENT NO. 0001 PAGE 6 OF 6

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# 128	0,000.00	120,000.00
	0002.	Clearing and Grubbing	Lump Sum	LS ∯ l°	3,000.00	\$19,000.00
	0003.	Selective Demolition	Lump Sum	LS \$34	2,000.00	\$342,000.00
j	≈00 4 .	Pedestrian Bridge Demolition	Lump Sum			\$18,000.00
	0005.	Embankment, Semicompacted Fill	Lump Sum	rs #(1	7,000.0	0 \$17,000,00
	0006.	Structural Excavation and Backfill	Lump Sum			A126,000.00
	0007.	Fertilizing, Seeding, and Mulching	8	AC \$ 1	,650.00	£13,20000
*	0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS \$15	5,000.00	15,000.00
	0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS \$ 2.4	0,000.00	, tz0,000.00
ŕ	<u> 10.</u>	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		•	5,000.00
	0014.	Reinforced Concrete Floodwalls	Lump Sum	.Ls .	2,145,000	00 + 13,500,00 00 + 13,500,00
	0015.	Concrete Slope Pavement	188	SY	\$106.00	f 19,978.00
	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.
	emporary Relocation Of eeder Lines	Lump Sum	LS	105,000.00	\$105,000.0
	ermanent Relocation Of eeder Lines	Lump Sum	Ls ∯	409,000.00	\$409,000.0
0019AA	rosion Control A. First 10,670 Linear Feet B. All Over 10,670 Linear Feet	10,670 2,700	LF LF	\$ 4.00 \$ 3.50	\$42,680.00 \$ 9,450.00
	emporary Flood Protection and Cofferdams	Lump Sum	LS	\$46,700.00	\$ 46,700.a
0021. Mi	iscellaneous Metals	Lump Sum	LS	\$20,000.00	\$ 20,0000
			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 OMITS 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 AD	DRESS OF OFFE	ROR (Include ZIP	Code)				E NO. (include ar					
CONTINENTA	L CONSTR	UCTION CO	MPANY,	, I	NC.	(901) 382-4070 18. REMITTANCE ADDRESS (Include only if different than Item 14)						
5646 Shelby Oaks Drive						18. HEMITTANO	JE AUUHESS (II	iciude only it diff	erent than item 14)			
Memphis, I	'N 3813	4										
DUNS NO. OR	3-326-236	0										
CODE		ACILITY CODE										
by the Gover	rnment in writir n 13D. Failure	ng within to insert any n	calendar umber m	day: neans	s after the date s the offeror ac	offers are due cepts the minir	 (Insert any) 	number equal	of this solicitation, to or greater than	, if this offe the minim	er is accepted um requirement	
AMOUNTS		5,37										
18. The offeror a	grees to furnis	h any required	performa									
		(The o	fferor ackr		. ACKNOWLE! dges receipt of a				te of each)			
AMENDMENT NO	0001	0002	000	3								
DATE	5/26/94	6/2/94	6/7/	94								
20A. NAME AND TI (Type or print)	TLE OF PERSON	AUTHORIZED TO	SIGN OF	FER		20B. SIGNATU	RE .	91 1	200	C. OFFER D	ATE	
Joe B. Mc	Gaugh, Pr	esident				June 15, 199					, 1994	
				A۱	WARD (To be	completed by	Governmen	t)				
22. AMOUNT					23. ACCOUNTI	NG AND APPROF	PRIATION DATA				<u>-</u>	
24. SUBMIT INVOICE	ES TO ADDRES	S SHOWN IN		\neg	TEM	25. OTHER TH	AN FULL AND OF	PEN COMPETITIO	ON PURSUANT TO			
(4 copies unle	ss otherwise spe	cified)	•	,	26		0.0004.34					
						10 U.S.	C. 2304(c) ()	41 U.S.C. 25	3(c) ()	
ADMINISTERED	BY	CODE				27. PAYMENT V	VILL BE MADE	ВУ				
New Orleans	Area Office	e				Disbursi	ng Officer					
P.O. Box 602	267					U.S. Art	ny Engineer	District,	New Orleans			
Foot of Pryt New Orleans,						P.O. Box	c 60267 eans, LA 7	0160-0267				
			TING () FE	ICED WILL				ADDI IOADI F	<u> </u>		
									<u>APPLICABLE</u>			
28. NEGOTIAT document and return to furnish and delive on this form and any contract. The rights governed by (a) this representations, cer in or attached to this	nco er all items or perf y continuation she is and o bligations of contract award, tifications, and sp	opies to issuing of form all work, requ sets for the consider of the parties to the (b) the solicitation	uisitions ide deration sta his contract n, and (c) th	tracto entific ated in it shall he cla	r agrees ed n this Il be uses,	summates	icitation, is hereb the contract, wh and (b) this cont	y accepted as to ich consists of (a	red to sign this docur the items listed. This) the Government soli urther contractual doc	award con- citation and		
30A. NAME AND TIT TO SIGN (Type		CTOR OR PERSO	N AUTHOF	RIZEC)	31A. NAME OF	CONTRACTING	OFFICER (Type o	or print)			
30B. SIGNATURE				30C.	DATE	31B. UNITED S	TATES OF AME	RICA		31C. AWA		
						BY						
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						`	£	
			1. SOLICITATION NO.		2. TYPE OF SOLICITA	TION	3. DATE ISSUED	PAGE OF PAGES
SOL	ICITATION, OFFER	ł,	DACW29-94-E	3-0047			5/3/94	1/2
	AND AWARD	,			X SEALED BID (IFB)	",","	
	tion, Alteration, or Repa	air)			NEGOTIATED (RF	P)	1	
	<u> </u>	<u> </u>	<u> </u>					
4. CONTRACT NO	The "offer" section on th	e reverse must be	fully completed by a		STNO	6. PROJECT	· NO	
4. 0011111101110	•		ED0000-4031		.51 110.	a. PROJECT	DACW29-94-B-0047	•
7. ISSUED BY		CODE	I SSUE 1	8.	ADDRESS OFFER TO	OFFER1		
	US ARMY ENGR DIST	NEW ORLEANS			US ARMY		T NEW ORLEANS	
	PO BOX 60267				ATTN CI		THE ORDERAD	
	NEW ORLEANS LA 7	0160-0267				60267		
				ļ	NEW ORLE	EANS LA	70160-0267	
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		A. NAME			B TELEPHONE NO	(Include area	code) (NO COLLECT	CALLS)
9. FOR INFORM	MATION		. Enclade	sc1			(NO COLLECT	CALLS)
OALL.	7		2.10.12.0		(504) 6	JE 1314		
				TATION				
NOTE: In cools	ed bid solicitations "offer	l and lafforari may		ITATION				
	MENT REQUIRES PERFORE				TS (Title, identifying no., o	fate):		
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								•
11. The Contra	ctor shail begin performa	ance within	10 calend	ar days and	complete it within	_540	calendar day	s after receiving
award,	I notice to proceed	d. This performan	ce period is 🛛 ma	ndatory,	negotiable. (See		· .)
	ACTOR MUST FURNISH AN	Y REQUIRED PERFO	RMANCE AND PAYMEN	IT BONDS?			12B. CALENDAR DAY	's
	icate within how many calend							
X YES	□no						007	
13. ADDITIONAL	SOLICITATION REQUIREME	NTS:		AL R. C. JAN. 14. 1				
A Costs	rs in original and 0	conice to norfe-	m the work required	l are due et t	he place specified in	Itom & hu	1400 (ho	ir)
				110	nd piece specified in			A1)
-	offers shall be marked to				G . C			
containing	Ollers Strait be marked to		S TIME AND ADDIES	, allo solicità	An Donator, said the	date and t	ine chers are due.	
B. An offer gua	arantee ⊠is, 🔲 is	not required.						
	3 1/	,						
			d (0) adhar mas dalam		- in.verserated in the	o ali aléadia a	in full tout or bu	
C. All offers are	e subject to the (1) work	requirements, and	u (2) other provision: nd clauses ଅଧାର ଅ	s and clause	s incorporated in the	«Онскалон	III IUN L O XTO F D Y	
reference.								
D. Offers provi	iding less than	calendar da	avs for Government	acceptance a	ifter the date offers &	e due will	not be considered ar	nd
will be reje	·	Carpinga C	•	0. 9 5.9	JUE 2210 211010 E			
		.1	A de			27 (1)000.75	***	
NSN 7540-01-155	5-3212	a depth of the state of the	1442-16) daring and an inches	constant in a		STANDARD FORM	1442 (REV. 4-85

<u>VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100) -- JUL 89</u>. 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

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 HONDOMESTIC CONSTRUCTION MATERIALS

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

K.1

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:

Unit

Intended

Item Quantity

Price

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) 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, <u>Joe B. McGaugh</u>, 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)		ons or poss	ible viol	ations:	NC	ONE	
	•	n bond pape rity (Conti		•			

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(8) of the Act shall be maintained in accordance with paragraph (f) of this provision.

June 15, 1994

(signature of the officer or smployee responsible for the offer & date)

(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,

(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 CONTINGE

President

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, $\stackrel{X}{\nearrow}$ has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) /_/ has, /k/ 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).

/X/ 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;
/¾/ 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)

- - (i) The Offeror and/or any of its Principals--
 - (A) Are / / are not X / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have / / have not /X/, 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 $/\frac{X}{}$ 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.

Cou	ntry	Significant interest
(1) Cuba		
(2) Iran		
(3) Iraq		
(4) Libya		
(5) North Kor	ea	
(6) Syria		
	(End (of provision)
52.214-2	TYPE OF BUSINESS	ORGANIZATIONSEALED BIDDING (JUL 1987)

(a) It operates as /X a corporation incorporated under the laws of the State of <u>Tennessee</u>, /_/ an individual, /_/ a partnership, /_/ a nonprofit organization, or /_/ a joint venture; or

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

(b)) If the bidde	r is a foreign	entity, it	operates	as /_/ an	individual,
/_/ 4	a partnership,	/_/ a nonprofi	t organizat	ion, /_/	a joint v	enture, or
/_/	a corporation,	registered for	business i	in		
_					(country	1

(End of provision)

K.13

- (a) Representation. The offeror represents and certifies as part of its offer that it /_/ is, / $\frac{X}{2}$ / is not a small business concern and that /_/ all, / $\frac{X}{2}$ / 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, / \underline{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 women 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		
50 or fewer	\$1 million or less		
51-100	\$1,000,001-\$2 million		
101-250	\$2,000,001-\$3.5 million		
251-500	\$3,500,001-\$5 million		
501- <i>7</i> 50	\$5,000,001-\$10 million		
751-1,000	\$10,000,001-\$17 million		
Over 1,000	Over \$17 million		

(End of provision)

K.17 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (DEC

- (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 fallsSubcontinent 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 follow	ing
(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 offe	ror's status as a small
disadvantaged business concern. If the	SBA has made a determination, th
date of the determination was	and the offeror
Was found by SBA to be socially and	economically disadvantaged and r
circumstances have changed to vary that	determination.
Was found by SBA not to be socially a	and economically disadvantaged
but circumstances which caused the determ	mination have changed.
(d) Notification. Notify the Contracting	g Officer before contract award
if your status as a small disadvantaged but	siness concern changes.
(e) Penalties and Remedies. Anyone who m	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	e, imprisonment, or both;
(2) Be subject to administrative remed	ies, including suspension

- (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 $/\frac{X}{2}$ 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 / \underline{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.
- X 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 INS	TRUCTION	<u> </u>
SECTI	ON A-TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY		SECTION B • (Continued)
item 1:	Self-explanatory.	Item 4:	Self-explanatory.
	Mark the type code being requested. 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	item 5:	A disadvantaged business firm is defined as a firm that is \$1%, 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.
	cataloged by the Federal Government; or,	item 6:	Enter the number of employees. This number should include the employees of all affiliates.
26	: 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.	ttem 7:	A woman-owned business is defined as a firm that is \$1%, or more, owned, controlled, and operated by a woman or women. "Controlled" and "Operated" are as defined in Item 5.
ttem 3:	If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point	Ttem 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
item 4:	Self-explanatory.		the company is engaged. If multiple SIC Codes, indicate the primary first, next important, etc.
SECT	ION B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED -	Items 9	and 10: Self-explanatory.
items 1	a and 1b: Self-explanatory.	NOTE:	When any future changes are made to the coded facility; i.e., name change, location
item 10	: If a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.		change, business sold or operations discon- tinued, etc., written notification stating the appropriate change should be sent to:
item 2:	Self-explanatory.		Commander
Item 3:	If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.		Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016

REQUEST FOR ASSIGNMENT OF		MMERCIAL AND GO Instructions on Reverse)	YERN	MENT ENTITY (CAGE) CODE	Form Approved OM8 No. 0704-0134 Exp. Date: Jun 30, 1988
•	SECTIO	ON A - TO BE COM	PLETE	D BY INITIATOR		
1: REQUESTING GOVERNMENT AGENCY /	מואז	Y				• ••••
A. NAME		. •	5. AD	DRESS (Street, Cry.	state and Zip Code)	
2. TYPE CODE REQUESTED (X one) 3. Ex		N CODES				
a. FSCM a. CA						
b. MILSCAP b AC	<u> </u>					
4. INITIATOR		The Action and the				14 30:00 0:00
a. TYPED HAIRE (Last, First, Middle Initial)		b. Office symbol	2 3.6	NATURE	·	d. TELEPHONE NO.
SECT	ION B	-TO BE COMPLETE	D BY	FIRM TO BE CO	DED	
1. FIRM			-			
a. NAME (Include Branch of, Division of, etc.			b. Al	DRESS (Street, City.	State and Zip Code)	
CONTINENTAL CONSTRUCTIO	N COM	IPANY, INC.	1	5646 Shelby	Oake Drive	
E. CAGE CODE (If previously assigned)				Memphis, TN	38134	
ØGØK4	- 61×1	B MANALIE OF BY	1	<u>-</u>		AP / 19 a.a.
 If FIRM PREVIOUSLY OPERATED UNDER ADDRESS(ES) SPECIFY THE PREVIOUS IN (Use separate sheet of paper, If nocessar) 	AMES) AND/OR ADDRESS(ES)	1 6	applicable)	nu arritmits tim	AS (X one, and complete
		•	х	a. NONE		:
N/A			b. CURRENTLY AFFILIATED WITH and address(es) of such firms of			
•						KER FIRMS (List name(s) parate sheet of paper)
4. PRIMARY BUSINESS CATEGORY (X one) 8. MANUFACTURER		SADVANTAGED SMALL 1 one)	BUSINE	SS STATUS	6. NUMBER OF EM	PLOYEES
b. DEALER/DISTRIBUTOR		A. APPROVED BY SMAL			7. WOMAN OWNE	D BUSINESS (Xone)
X E. CONSTRUCTION FIRM		TRATION (SBA) FOR	SECTIO	N 8(a) PROGRAM	a. YES	X b NO
d. SERVICE COMPANY • SALES OFFICE		b. OTHER DISADVANTA	AGED S	MALL BUSINESS	8. STANDARD IND (SIC) CODE(S)	USTRIAL CLASSIFICATION 1510
1. OTHER (Specify)	ų,	L NOT DISADVANTAG	ED SM	ALL BUSINESS	a. PRIMARY	
	Х	FIRM .			b. OTHER (Specify)
9. RIMARKS		•				
10. FIRM OFFICIAL			1			Id. TELEPHONE NO
a. TYPED NAME (LOST, FIRST, MICHGIE ENTUAL)	•	b. DATE SIGNED (YYMMDD)	15 2K	SNATURE	no 1	B. ILLETTONE NO
Joe B. McGaugh President		94/06/15	9	DE BO	16 Haugh	901-382-407



BID BOND (See Instructions on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date) 6/8/94
	ge 25 minutes per response, including the time for reviewing instructions, searching existing data g the collection of information. Send comments regarding this burden estimate or any other aspect othe FAR Secretariat (VRS). Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; 300-0045), Washington, D.C. 20503.
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)
CONTINENTAL CONSTRUCTION CO.	INC. INDIVIDUAL PARTNERSHIP
5646 SHELBY OAKS DRIVE MEMPHIS, TN 38	134 JOINT CORPORATION
	STATE OF INCORPORATION TENNESSEE
	MARINE INSURANCE COMPANY treet, St. Paul, Minnesota 55102
PENAL SUM OF BOND	BID IDENTIFICATION
PERCENT AMOUNT NOT TO EXCEED	BID DATE INVITATION NO.
PRICE MILLION(S) THOUSAND(S) HUNDRED(S) CENTS	6/15/94 DACW29-94-B-0047
20% (OF AMOUNT BID)	FOR (Construction, Supplies or Services) 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 identifed 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.

		PRI	INCIPAL			
s	signature(s)	1. SE B Molaugh	2.		(Sealy	Corporate
1	Name(s) & Title(s) (Typed)	Joe B. McGaugh President	2.		= :	Seal
		INDIVIDUA	AL SURET	Y(IES)		
s	Signature(s)	1.	(Seal)	2.	-	(Seal)
	Name(s) (Typed)	1.		2.		
		CORPORA	TE SURET	Y(IES)		
٧	Name & Address	St. Paul Fire and Marine Insurance Con 385 Washington Street, St. Paul, Mi		STATE OF INC. Minn.	LIABILITY LIMIT	
SURETY	Signature(s)	Deuse Whilliams	2.			- Corporate Seal
SI	Name(s) & Title(s) (Typed)	1-LOUISE WILLIAMS Attorney-in-Fact	2.			

17506 Rev. 2-90 Printed in U.S.A.

		CORPORATE S	URETY(IES)	(Continued)	<u> </u>	
_	Name & Address	COM OWN 25	CRETT(IES)	STATE OF INC.	LIABILITY LIMIT	
SURETY	Signature(s)	1.	2.		<u></u>	Corporate Seal
SU	Name(s) & Title(s) (Typed)	1.	2.			Seur
၁	Name & Address			STATE OF INC.	LIABILITY LIMIT	
SURETY	Signature(s)	1.	2.			Corporate Seal
าร	Name(s) & Title(s) (Typed)	1.	2.]
D	Name & Address			STATE OF INC.	LIABILITY LIMIT	
SURETY	Signature(s)	1.	2.			Corporate Seal
รเ	Name(s) & Title(s) (Typed)	1.	2.			
E	Name & Address			STATE OF INC.	LIABILITY LIMIT	
SURETY	Signature(s)	1.	2.			Corporate Seal
SO	Name(s) & Title(s) (Typed)	1.	2.			
ίΤ	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	
SURETY	Signature(s)	1.	2.			Corporate Seal
SC	Name(s) & Title(s) (Typed)	1.	2.			
G	Name & Address			STATE OF INC.	LIABILITY LIMIT	
SURETY	Signature(s)	1.	2.			Corporate Seal
SC	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".



ST. PAUL FIRE AND MARINE INSURANCE COMPANY 385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF AUTHORITY NO.

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 hinding 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. FAUL 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
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

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 scaled 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 of 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. 11990.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF NEW JERSEY] SS County of Sommerset

MICHAEL B. KEEGAN, Secretary

on this 20th day of November 19 92, before me came the individual who executed the preceding instrument, to me ersonally 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 hereum set my band 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

8TH JUNE

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.

				(_	$(\mathcal{I}_{\mathcal{I}})$	
		1, SOLICITATION NO.	2. TYPE OF SOLICIT	ATION	3. DATE ISSUED	PAGE OF PAGES
001101111011 05550		DACW29-94-B-0047			5/3/94	1/2
SOLICITATION, OFFER AND AWARD	(,		X SEALED BID (IF	В)	3/3/94	
(Construction, Alteration, or Repa	air)		NEGOTIATED (R	FP)		
		1 II				
IMPORTANT - The "offer" section on the	e reverse must be	tully completed by offeror. 5. REQUISITION/PURCHASE RE	QUEST NO.	6. PROJECT	NO	
4. 55.		ED0000-4031-0144			DACW29-94-B-0047	
7. ISSUED BY	CODE	I SSUE 1	8. ADDRESS OFFER TO	OFFER1		
US ARMY ENGR DIST	NEW ORLEANS		US ARM	Y ENGR DIS	T NEW ORLEANS	
PO BOX 60267			ATTN	CELMN-CT		
NEW ORLEANS LA 7	0160-0267			x 60267	704/0 00/7	
			NEW OR	LEANS LA	70160-0267	
9. FOR INFORMATION CALL:	A. NAME	. Enclade	. 1	. (Include area 862-1514	code) (NO COLLECT (CALLS)
CALL:	Siletta	. Linctage	(504)	WE 1314		
		SOLICITATION				
E: In sealed bid solicitations "offer	" and "offeror" mea					
10. THE GOVERNMENT REQUIRES PERFORE			ENTS (Title, identifying no.	, date):		
						•
_						
11. The Contractor shall begin performa	ence within	10 calendar days a	nd complete it within	540	calendar day	after receiving
			_ · _		caenda day.	unter receiving
award, Inotice to proceed	d. This performan	ce period is 🗵 mandatory,	negotiable. (Sec	·)
12A. THE CONTRACTOR MUST FURNISH AND (If "YES," indicate within how many calend					12B. CALENDAR DAY	S
☑ YES ☐ NO					007	
13. ADDITIONAL SOLICITATION REQUIREME	NTS:					
A. Sealed offers in original and 0		m the work required are due		_	1400 (hou	ır) <i>AMD</i> .
	•	d bid solicitation, offers must	. , ,		•	# 0002
containing offers shall be marked to	SHOW the offeror	s name and address, the solk	atabon number, and th	e date and t	me ollers are due.	
B. An offer guarantee 🛛 is, 🗌 is	not required.					
C. All offers are subject to the (1) work	requirements, and	d (2) other provisions and clau	ises incorporated in the	solicitation	in full text or by	
reference.	•	,				
30						
D. Offers providing less than	calendar da	ays for Government acceptant	e after the date offers	are due wi ll	not be considered ar	d
will be rejected.						
NSN 7540-01-155-3212		1442-101			STANDARD FORM	1442 (REV 4-85

14 NAME AND ADD	DRESS OF OFFER	POR (Include 7IB	Code)			Les TEL SPURNENS		· · · · · · · · · · · · · · · · · · ·			
The Hardaway Company P. O. Box 1360						15. TELEPHONE NO. (Include area code)					
						(706) 322-3274 16. REMITTANCE ADDRESS (Include only if different than Item 14)					
Columbus, Georgia 31902-1360								noice only if air	or one (man nom 14)		
	27223										
	EC: 00-6	92-5796				ĺ					
CODE		ACILITY CODE				1					
			equired a	t the i	prices specifie	d below in strict ac	cordance	with the terms	of this solicitation	if this offer	r in accomtad
by the Gover	nment in writin	g within	calenda	r days	s after the date	offersare due. (li	nsert any i	number equal	to or greater than	the minimu	m requiremen
stated in Item	13D. Failure	to insert any n	number n	neans	the offeror ac	cepts the minimum	in Item 1	3D.)			
AMOUNTS	# 3	,940,	160.	<i>0</i> 0							
18. The offeror ac	rees to furnish	any required	performa	ance	and payment	bonds.					
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					DGMENT OF AMEN	NDMENTS	<u> </u>			
		(The o	offeror ack			mendments to the solid			te of each)		
AMENDMENT NO.	0001	0002	000	3			٦				
DATE	5/26/04	6/2/94	0.15.11	0.4			7				
20A. NAME AND TIT						20B. SIGNATURE	/ 	l	200	C. OFFER DA	TE
(Type or print)						1 1	112	4			
Roger C.	Martin,	Vice Pre	esider				Ma	il-	J	une 15	, 1994
21. ITEMS ACCEPTE				AV	VARD (To be	completed by Go	vernment				
22. AMOUNT					23. ACCOUNTI	NG AND APPROPRIAT	ION DATA				
24. SUBMIT INVOIC	ES TO ADDRESS	SHOWNIN		T	TEM	25. OTHER THAN FL	JLL AND OF	EN COMPETITIO	ON PURSUANT TO		
(4 copies unles	s otherwise spec	ified)		•	26						
						10 U.S.C. 23	0 4(c) ()	41 U.S.C. 25	i3(c) ()	
26. ADMINISTERED	BY	CODE				27. PAYMENT WILL	BE MADE E	BY			
New Orleans	Area Office	!				Disbursing	Officer				
P.O. Box 602	67					U.S. Army E	ngineer	District,	New Orleans		
Foot of Pryt	ania Street	, Rm. 186				P.O. Box 60	267				
New Orleans,	LA 70160-	0267				New Orleans	, LA 7	0160-0267			
		CONTRAC	TING	OFF	ICER WILL	COMPLETE I	TEM 28	OR 29 AS	APPLICABLE	<u> </u>	
28. NEGOTIAT document and return to furnish and deliver on this form and any contract. The rights governed by (a) this representations, cert in or attached to this	col r all items or perfo continuation she and obligations o contract award, (ifications, and sp	NT (Contractive pies to issuing of ormall work, requests for the parties to the b) the solicitation	tor is requi ffice.) Con- uisitions id deration st his contrac n, and (c) ti	ired to tractor entifie ated in it shall he clau	sign this agrees d this be uses,	29. AWARI	O (Contron, is herebontract, whi	actor is not requi y accepted as to ch consists of (a	ired to sign this docur the items listed. This) the Government soli urther contractual doc	nent.) Your o award con- citation and	ffer
30A. NAME AND TIT TO SIGN (Type		TOR OR PERSO	N AUTHOI	RIZED	•	31A. NAME OF CON	TRACTING (OFFICER (Type o	or print)		
30B. SIGNATURE				30C. [DATE	31B. UNITED STATE	S OF AME	UCA	<u>··</u>	31C. AWAR	ID.
3.2. 3.2						S.E. S.M. ED GIATE				DATE	
						ву					

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	_
0003.	Selective Demolition	Lump Sum	LS	200,000.00	200,000.0
0004.	Pedestrian Bridge Demolition	Lump Sum	LS	10,000.00	10,000.
0005.	Embankment, Semicompacted Fill	Lump Sum	LS	30,000.00	
0006.	Structural Excavation and Backfill	Lump Sum	LS		
0007.	Fertilizing, Seeding, and Mulching	8	AC	3500.00	28,000.
0008.	Cutting Off Existing AZ-18, RZ-10 and PZ-27 Sheet Piling	Lump Sum	LS	30,000.00	30,000.
0009.	Pull, Clean, Salvage and Deliver Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	25,000.00	25,000.0
0010.	Redrive Existing AZ-18 Steel Sheet Piling	Lump Sum	LS	3,000.00	3,000
0011.	Piling, Steel Sheet, Type PZ-22	187,844	SF	10.00	1,878,440.
0012.	Piling, Steel Sheet, Type PSA-23	997	SF	40.00	39,880.
0013.	Painting	Lump Sum	LS	5000.00	5000.00
0014.	Reinforced Concrete Floodwalls	Lump Sum	LS 2	2,500,000.00	2,500,000.
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
0018.	Permanent Relocation Of Feeder Lines	Lump Sum	LS Z	430,000.ve	430,000.00
001	Erosion Control 9AA. First 10,670 Linear Feet 9AB. All Over 10,670 Linear Feet	10,670 2,700		Z.60 Z.00	21,348.00 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
		י	TOTAL	:	5,940,160.c

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 OMITS 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.

<u>VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS. EFARS 12.402(100) -- JUL 89.</u> 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

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 -

K.1

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:

Unit

Intended

Item Quantity

Price

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) 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, <u>Roger C. Martin</u>, 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.

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(4) Tagree 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

The Hardaway Company

June 15, 1994

(Signature of the officer or employee responsible for the offer & date)

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

(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

N/A

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, X_X has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) /_/ has, XX 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).

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/X/ 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;
   /X/ 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.
   X/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)
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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 X/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have / / have not X/, 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 K/ 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 $\frac{N}{N}$ /, 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.

Country

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.

Significant interest

(2) Iran	(1) Cuba	
(5) North Korea	(2) Iran	
(5) North Korea	(3) Iraq	
(End of provision) 52.214-2 TYPE OF BUSINESS ORGANIZATIONSEALED 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,	(4) Libya	• •
(End of provision) 52.214-2 TYPE OF BUSINESS ORGANIZATIONSEALED 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,	(5) North Korea	
TYPE OF BUSINESS ORGANIZATIONSEALED 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,	(6) Syria	·
The bidder, by checking the applicable box, represents that (a) It operates as X/ 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,	(End o	f provision)
(a) It operates as $/\!$	52.214-2 TYPE OF BUSINESS	ORGANIZATIONSEALED BIDDING (JUL 1987)
State of <u>Georgia</u> , /_/ 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,		
	state of Georgia , /_/	an individual, /_/ a partnership, /_/ a

(End of provision)

/_/ a corporation, registered for business in _

K.13

(country)

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)

- - (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
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(End of provision)

K.17 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (DEC 1991)

- (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 fallsSubcontinent 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
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--
 - 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 /½/ 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.
- X 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 C	DF A CON	MERCIAL AND GO	VERNMENT ENTITY (CAGE) CODE	Form Approved
- WERGEST LOW WORKINGTON		hatiructions on Reverse)	JENNINERI ERIII (OM8 No. 0704-0134 Exp. Date: Jun 30, 1988
	SECTIO	N A - TO BE COM	PLETED BY INITIATOR		
1: REQUESTING GOVERNMENT AGENC	Y/ACTIVITY	• •	•		• • • • • • • • • • • • • • • • • • • •
a. NAME		·	b. ADDRESS (Street, Cry.	State and Zip Code)	
2. TYPE CODE REQUESTED (X one) (3.	EXCEPTION	CODES			
	CAO				
b. MILSCAP	ADP				
4. INITIATOR					
a. TYPED HAIME (Last, First, Middle Initi	ial)	b. Office SYMBOL	L SIGNATURE	•	d. Telephone No.
		•			ı
SI	ECTION B	TO BE COMPLETE	D BY FIRM TO BE CO	DDED	
1. FIRM					
a. NAME (include Branch of, Division of,	, etc.)		b. ADDRESS (Street, City,	State and Zip Code)	
E CAGE CODE (If previously assigned)					
FIRM PREVIOUSLY OPERATED UN ODRESS(ES) SPECIFY THE PREVIOU (Use separate sheet of paper, if neces	IS NAME(S)	NAME(S) OF OTHER AND/OR ADDRESS(ES)	3. PARENT COMPANY A as applicable)	nd affiliated fia	M\$ (X one, and complete
			a. NONE		•
			b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)		
•					MER FIRMS (List name(s) eparate sheet of paper)
4. PRIMARY BUSINESS CATEGORY (X D.		ADVANTAGED SMALL (BUSINESS STATUS	6. NUMBER OF E	MPLOYEES
b. DEALER/DISTRIBUTOR		A APPROVED BY SMAL	LL BUSINESS ADMINIS-	7. WOMAN OWN	ED BUSINESS (Xone)
C. CONSTRUCTION FIRM	-		SECTION 8(a) PROGRAM	a. YES	b NO
d. SERVICE COMPANY		b. OTHER DISADVANTA	AGED SMALL BUSINESS		DUSTRIAL CLASSIFICATION
. SALES OFFICE		FIRM		(SIC) CODE(S)	
1. OTHER (Specify)	1 1	L NOT DISADVANTAGE	ED SMALL BUSINESS	a. PRIMARY	
A REMARKS		FIRM .		b. OTHER (Specif	v)
			•••		
		•			
10. FIRM OFFICIAL	~~0	IS NAME OF THE	(L. SIGNATURE		Id. TELEPHONE NO
A. TYPED NAME (LOST, FIRST, MIDDIE IN	rue ()	b. DATE SIGNED (YYMMDD)	E SIGNATURE		S

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 INS	TRUCTION	s	
SECTIO	N A-TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY	SECTION 8 - (Continued)		
ttem 1:	Self-explanatory.	Item 4:	Self-explanatory.	
	Mark the type code being requested. 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	item 5:	A disadvantaged business firm is defined as a firm that is \$1%, 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-try y management of the firm.	
	cataloged by the Federal Government; or,	ttem 6:	Enter the number of employees. This number should include the employees of all affiliates.	
2 b:	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.	ttem 7:	A woman-owned business is defined as a firm that is \$1%, or more, owned, controlled, and operated by a woman or women. "Controlled" and "Operated" are as defined in Item 5.	
ttem 3:	If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point	Ttem 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	
item 4:	Self-explanatory.		the company is engaged. If multiple in Codes, indicate the primary first, wext important, etc.	
	ON B - TO BE COMPLETED BY THE FIRM TO WHICH THE CODE WILL BE ASSIGNED -	ttems 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	
item 1c:	tf a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.		change, business sold or operations discontinued, etc., written notification stating the appropriate change should be sent to:	
ttem 2:	Self-explanatory.		Commander	
item 3:	If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.		Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016	

BID BOND

(See instructions on reverse)

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

FORM APPROVED OMB NO.

9000-0045

June 15, 1994 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.

10ject (9000-0045), Washington, D.C. 20505.				
PRINCIPAL (Legal name and business address)	TYPE OF ORG	TYPE OF ORGANIZATION ("X" one)		
The Hardaway Company P.O. Box 1360	☐ JOINT VEN			
Columbus, Georgia 31993		corporation eorgia		

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		AMOUNT NOT TO E	XCEED		BID DATE	INVITATION NO.	
OF BID PRICE	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	June 15, 1994	DACW29-94-B-0047	
			l		FOR (Construction,	Lake Pontchartrain, LA & Vicinity, High	
20%	3	000	000	00	Supplies or Services) Construction	Level Plan, London Avenue Outfall Canal,	
	•					etc., Orleans Parish I.A	

OP"GATION:

We are 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.

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.

W/~ESS:

TT, rincipal and Surety(ies) executed this bid bond and affixed their seals on the above date.

		The Hardaway Company	PRINC	CIPAL				
SIG	GNATURE(S)	1. Mathyseal)	2.		(Seal)	3.	(Seai)	Corporate
	NAME(S) & TITLE(S) (Typed)	Roger C. Martin Vice President	2.			3.		Seal
			INDIVIDUAL	SURE	TY(IES)			
SIG	GNATURE(S)	1.		(Seal)	2.			(Seal)
	NAME(S) (Typed)	1.			2.			
			CORPORATE	SURE	TY(IES)			
⋖	NAME & ADDRESS	National Union Fire Insu of Pittsburgh, PA	rance Company	7	STATE OF I	NC. LIABILITY LI	MIT	Corporate
SURETY	SIGNATURE(S)	Willer State	rden	2.				Seal
ಶ	NAME(S) & TITLE(S) (Typed)	1.Billie Jo Sanders Attorney-in-Fact		2.			`	- Cai

, F	
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			CORPORATE SURETY(IE	S) (Continued)		
9	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	-
SURETY	SIGNATURE(S)	1.	2.			Corporate
<u></u>	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
ပ	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.	<u> </u>		Corporate
3 	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal
a	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SUHETY	SIGNATURE(S)	1.	2.	,		Corporate
S	NAME(S) & TITLE(S) (Typed)	1.	2.	2.		
	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SUBETY	SIGNATURE(S)	1.	2.			Corporate
7	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal 🜙
Ŀ	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY F	SIGNATURE(S)	1.	2.			Corporate
ร	NAME(S) & TITLE(S) (Typea)	1.	2.			Seal
₅	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
SURETY	SIGNATURE(S)	1.	2.			Corporate
ns –	NAME(S) & TITLE(S) (Typed)	1.	2.			Seal

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, snall 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."

American Home Assurance Company

National Union Fire Insurance Company of Pittsburgh, Pa.

Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

No. 07-B-19195

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.

ZN Mozpolic

Mark E. Reagan, Senjo 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.

Notary Public, State of New York
No. 01-NO4652754Qualified in Westchester County
Jerm 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

5 / 20, 8

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).

```
/X/ \text{ TIN: } \underline{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;
   /\(\frac{\text{Y}}{2}\) 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 /X/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have / / have not / $\frac{y}{4}$, 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.

Country

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.

Significant interest

(1) Cuba		
(2) Iran	·····	
(3) Iraq		
(4) Libya		
(5) North Kor	`ea	
(6) Syria		
	(End of	provision)
52.214-2	TYPE OF BUSINESS O	RGANIZATIONSEALED BIDDING (JUL 1987)
		cable box, represents that
		ion incorporated under the laws of the
		n individual, /_/ a partnership, /_/ a
	ganization, or /_/ a jo	
		tity, it operates as /_/ an individual,
		organization, /_/ a joint venture, or
/_/ a corpora	icion, registered for D	susiness in

(End of provision)

K.13

SMALL BUSINESS CONCERN REPRESENTATION (JAN 1991)

- (a) Representation. The offeror represents and certifies as part of its offer that it /_/ is, / \underline{X} / is not a small business concern and that \underline{X} / 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.

52.219-1

"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, / $\frac{X}{2}$ / 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
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
X_101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	X \$10,000,001-\$17 million
Over 1,000	Over \$17 million

(End of provision)

K.17 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (DEC 1991)

- (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 fallsSubcontinent 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,
- 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	
Oth	er
(c) Cert	ifications. Complete the following
(1) Th	e offeror is is not X_a small disadvantaged business
concern.	
(2) Th	e Small Business Administration (SBA) has has not
	etermination concerning the offeror's status as a small
disadvan	taged business concern. If the SBA has made a determination, the
date of	the determination was and the offeror
	found by SBA to be socially and economically disadvantaged and ne
circumst	ances have changed to vary that determination.
Was	found by SBA not to be socially and economically disadvantaged
but circ	umstances which caused the determination have changed.
(d) Noti	fication. Notify the Contracting Officer before contract award
if your st	atus as a small disadvantaged business concern changes.
(e) Pena	lties and Remedies. Anyone who misrepresents the status of a
concern as	a small disadvantaged business for the purpose of securing a
contract o	r subcontract shall
(1) Be	punished by imposition of a fine, imprisonment, or both;
(2) Be	subject to administrative remedies, including suspension
and deba	rment; and
(3) Be	ineligible for participation in programs conducted under
authority	y 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 X_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.
- XX 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/A	כזואודו					** ** * ** **	
a. NAME			B & K CONSTRUCTION CO., INC.				
2. TYPE CODE REQUESTED (X one) 3. EX	2. TYPE CODE REQUESTED (X one) 3. EXCEPTION CODES			1905 HIGHWAY 59			
a. FSCM a. CAO b. MILSCAP b. ADP			4	ANDEVILLE, LA	-		
			1				
4. INITIATOR						•	
a. TYPED HAIME (Last, First, Middle Initial) b. Office Symbol			c. \$1G	NATURE	,	d. Telephone no.	
SECT	ION I	-TO BE COMPLETE	D BY	FIRM TO BE C	ODED		
1. FIRM							
a. NAME (Include Branch of, Division of, etc.				• •	State and Zip Code)		
B & K CONSTRUCTION CO., 1	LNC.			O5 HIGHWAY 59			
E CAGE CODE (If previously assigned)			MANDEVILLE, LA 70448				
FIRM PREVIOUSLY OPERATED UNDERODRESS(ES) SPECIFY THE PREVIOUS N. (Use separate sheet of paper, if necessary)	AMELS	R NAME(S) OR OTHER) AND/OR ADDRESS(ES)	3. PARENT COMPANY AND AFFILIATED FIRMS (X ane, and complete as applicable)				
,		•	X a. NONE				
			b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)				
					FFILIATED WITH OTHE of such firms on a sepa		
4. PRIMARY BUSINESS CATEGORY (X one)	5. DI	SADVANTAGED SMALL	BUSINE	SS STATUS	6. NUMBER OF EMPL	DYLLS	
a. MANUFACTURER	(X	one)			±100		
b DEALER/DISTRIBUTOR	1 1	a. APPROVED BY SMA	LL BUS	NESS ADMINIS-	7. WOMAN OWNED	BUSINESS (X one)	
XX E. CONSTRUCTION FIRM		TRATION (SBA) FOR	SECTIO	N S(a) PROGRAM	a. YES	X b NO	
d. SERVICE COMPANY • SALES OFFICE		b. OTHER DISADVANTA	AGED S	MALL BUSINESS	8. STANDARD INDUS	TRIAL CLASSIFICATION	
f. OTHER (Specify)	XX E. NOT DISADVANTAG			ALL BUSINESS	a. PRIMARY Y111		
AA FIRM					b. OTHER (Specify) Y	245, Y260	
MARKS							

10. FIRM OFFICIAL

A. TYPED NAME (LOSE, FIRST, MISSIE MINIS!)

ONTE SIGNED OF HERE

C SIGNATURE

d. TELEPHONE NO.

504-626-1866

DD form 2051, DEC 85

H. B. Kenyon

Previous editions are obsolete.

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 INS	TRUCTION	S
SECTIO	N A-TO BE COMPLETED BY THE INITIATING GOVERNMENT ACTIVITY		SECTION B • (Continued)
item 1:	Self-explanatory.	Item 4:	Self-explanatory.
	Mark the type code being requested. 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	item 5:	A disadvantaged business firm is defined as a firm that is \$1%, 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-time management of the firm.
	cataloged by the Federal Government; or,	ttem 6:	Enter the number of employees. This number should include the employees of all affiliates.
Zb:	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 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.
ttem 3:	If applicable, enter the exception DoD Activity Address Code for the Servicing Contract Administration Office (CAO) or ADP point	them 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
item 4:	Self-explanatory.		the company is engaged. If multiple \$10 Codes, indicate the primary first, next important, etc.
	ON 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
item 1c:	tf a CAGE Code (FSCM or MILSCAP) was previously assigned, enter it in this block.		change, business sold or operations discontinued, etc., written notification stating the appropriate change should be sent to:
item 2:	Self-explanatory.		Commander Pelesse Locisies Ferrices Center
item 3:	If a block other than "None" is marked, identify the Parent company by a (P) beside the firm name.		Defense Logistics Services Center ATTN: DLSC-CGC Federal Center Battle Creek, MI 49016



ECONSTRUCTION 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 PONICHARTRAIN, 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 Tirensing Hourd for Contractors

This is in Aprilia that: B & K CONSTRUCTION COMPANY

is duly licensed and entitled to practice the following classifications:

MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; BUILDING CONSTRUCTION HIGHWAY, STREET AND BRIDGE CONSTRUCTION; HEAVY CONSTRUCTION;

12069

This Nicense Is Not Transferable

until **December 31, 1994, when this Certificate expires.** Mitness our hand and seal of the Board dated,

Paton Rouge, Ala. 1stray of JANUARY 1994.

Donald & Sankul

BID BOND

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

6-15-94

FURM APPRUVED UMB NU.

(See instructions on reverse)

9000-0045

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190	05 Hig	hway 59						☐ JOINT VENTURE	K CORPOR	ATION	
Mar	ndevil	le, LA 7	0448						STATE OF INCORPORATION		
								LA			
SUF	RETY(IES)	(Name and busi	iness address)								
385	5 Wash	ington St	Marine Insu reet ota 55102	irance Co	mpany						
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G	NAME & ADDRESS			STATE OF INC. LIABILITY LIMIT \$		
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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."

ST. PAUL FIRE AND MARINE INSURANCE COMPANY 385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF AUTHORITY NO.

1692646

CORK NO.

Por venification 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).

F+00426

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 Five 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 accomes(s) in fact to execute, seal and deliver for and on its behalf as surety; any and all bonds and undertakings, recognizances, contracts of indeminity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or mierwise.

NOT TO EXCEED IN PENALTY THE SUM OF TWENTY BIVE MULLION 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 Fine 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 centified 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 on any Vice President, Assistant Vice President, Secretary on Service Center General Manager shall have power and authority

- To appoint Automous-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
- 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
- To remove, at any time, any such Attorney in fact or Special Attorney in fact and revoke the authority given him?

Findler, this Power of Attenuey is signed and scaled 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 except:

"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 PURE AND MARINE INSURANCE COMPANY

STATE OF VEW LEASEY | | | | |

MICHAEL B. KEBCAN Secretary

On this 26th day of May , 19 93 before me came the individual who executed the preceding instrument, to me versionally known, and, being by me dely 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 bereinto set my hand and affixed my Official Seal, at the township of Bedrumster, New Jersey, the day and year first above written

LINDA SMETHERS, Notary Public, Middlesex, NJ

My Commission Expires December 16, 1996

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-Llaws 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

June

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/MG	DIFICATION OF CONTI	RACT	1. CONTRACT ID CO	DDE P	AGE OF PAGES
	3, EFFECTIVE DATE	14. REQUISITION/PURCH	ASE REQ. NO.	5. PROJECT NO. (I	
2. AMENDMENT/MODIFICATION NO. 0001	05/26/94	ED0000-403		dek	
6. ISSUED BY COD	E ISSUE1	7. ADMINISTERED BY (IF	other than Item 6)	CODE ADMI	N1
US ARMY ENGR DIST NEW ORLEA	WS		US ARMY ENGR DIST,	NEW ORLEANS	
PO BOX 60267			ATTN CELMN-CT		
NEW ORLEANS LA 70160-0267			PO BOX 60267		
	003/50/1 0/3-2070		NEW ORLEANS LA 70	160-0267	
Molly M. Block 8. NAME AND ADDRESS OF CONTRACTOR (No., street,	SC2(504) 862-2879	tor ID: 00000000	OO SA AMENDME	NT OF SOLICITATION	NO.
	B&K			4-B-0047	
B & K CONSTRUCTION CO., INC.	D 4.10	,	x l		
1905 HICHWAY 59		•	9B. DATED (SE	EE ITEM 11)	
MANDEVILLE, LA 70448	MAY 27 19	MOA	05/03/94		
•	MATZIR	757	10A. MODIFICA	ATION OF CONTRACT	ORDER NO.
•	A CHETPHOTION A				
	CONSTRUCTION C	U., ING.	10B. DATED (S	SEE ITEM 13)	
CODE QHR68	FACILITY CODE				•
11. Th	HIS ITEM ONLY APPLIES TO A	MENDMENTS OF SOL	ICITATIONS SEE BEL	OW	
he above numbered solicitation is amended Uffers must acknowledge receipt of this amende	as set forth in Item 14. The ho	our and date specified to	or receipt of Offers	is extended, 🔀 is r	not extended.
letter, provided each telegram or letter makes re- 12. ACCOUNTING AND APPROPRIATION DATA (If require					
	APPLIES ONLY TO MO				
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT	TO: (Specify authority) THE CHAN	IGES SET FORTH IN ITEM	14 ARE MADE IN THE CO	NTRACT ORDER NO. I	N ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER SET FORTH IN ITEM 14, PURSUANT TO THE A		DMINISTRATIVE CHANGE	S (such as changes in payi	ng office, appropriation	n date, etc.)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTE	RED INTO PURSUANT TO AUTHOR	ITY OF:			
D. OTHER (Specify type of modification and author	nries/				
or of the repeating type of mountains and admit					
E. IMPORTANT: Contractor is not,	is required to sign this	document and return	copies to the	issuing office.	
44 DESCRIPTION OF AMENDMENT MACRIFICATION OF	respined by IJCE coeffice has diser-	minding of Kalèndian Janahan	t au blant matterb a.a. f	sible \	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (O			t subject matter where tea		
Plans and Specifications cover	•				
Vicinity, High Level Plan, Lon Protection, Mirabeau Avenue to	•				
Avenue to Leon C. Simon Blvd.,	· · · · · · · · · · · · · · · · · · ·	•			
Louisiana, are hereby amended	-	calls rai isti,			
	PÉNING				
Bid Opening Date and Time of 8		CAL TIME AT			•
PLACE OF BID OPENING, remains		·			•
Except as provided herein, all terms and conditions of the	document referenced in Item 9A or 1		remains unchanged and in OF CONTRACTING OFFICE		
H. B. Keryon, President		The state of the s	Jenna de Piol		
NEB CONTRACTOR SERVICE	SC. DATE SIGNED	16B. UNITED STATES O	FAMERICA	1	6C. DATE SIGNED
Jagrandae (Adreson authorized to sign)	6/15/94 HBZ	BY (Signature of	Contracting Officer)		
NSN 7549-01-152-8070		(organization)	STA	NDARD FORM 30	(REV. 10-83)
			Drage	wihed by GSA	

Prescribed by GSA FAR (48 CFR) 53.243

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. <u>Page C2C-1</u>, <u>Paragraph C2C-2</u>. Delete item (2), <u>Excavation</u>, 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. <u>Page C2G-6</u>.

- 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. <u>Paragraph C2G-11.1.5</u>. 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

<u>Page H-24, Paragraph H-26b(1)</u>. 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. <u>Drawing (Dwg.) No. 6 of 73, File No. H-4-40295</u>. In the table entitled "EXISTING FACILITIES", add "()" after "NA" in the "DISPOSITION" column for item FL-432.

- b. <u>Dwg. No. 13 of 73, File No. H-4-40295</u>. 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. <u>Dwg. No. 19 of 73, File No. H-4-40295</u>. 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. <u>Dwg. No. 32a of 73, File No. H-4-40295</u>. 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 $\begin{pmatrix} 4 \\ 46 \\ 48 \end{pmatrix}$ ".
- (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. <u>Dwg. No. 49 of 73, File H-4-40295</u>. 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 " E EBB" to

, ,;

	DIFICATION OF CONT	PACT	1. CONTRACT ID COL	
AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONT			1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE		5. PROJECT NO. (If applicable)
0002	06/02/94	ED0000-4031-0		dn
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US ARMY ENGR DIST NEW ORLE	ANS		ARMY ENGR DIST,	NEW ORLEANS
PO BOX 60267		1	IN CELMN-CT	
NEW ORLEANS LA 70160-0267	,	1	BOX 60267	40.0047
		MEX	ORLEANS LA 701	60-0267
Sheila W. Enclade	sc1(504) 862-1514		Tan augustus	IT OF OOL IOITATION NO
8. NAME AND ADDRESS OF CONTRACTOR (No., street		<u> </u>	DACU29-94	IT OF SOLICITATION NO.
B & K CONSTRUCTION CO. BIR.			X DACK27-74	-8-0047
1905 HIGHWAY 59			9B. DATED (SEE	ITEM 11)
MANDEVILLE, LA 70448	•		05/03/94	
JUN - 3 '	1994	_	10A. MODIFICAT	TION OF CONTRACT/ORDER NO.
JUN			1.0.0	
CONSTRUCTION	CO. INC.		10B. DATED (SE	E ITEM 13)
BOHOLINOVICH	ood ma		ļ	
ODE ONR68	FACILITY CODE			
11. T	HIS ITEM ONLY APPLIES TO			
[X] The above numbered solicitation is amended				
Offers must acknowledge receipt of this amend				
(a) By completing items 8 and 15, and returning submitted; or (c) By separate letter or telegram	1 copies of the amendr	nent; (b) By acknowledging	receipt of this amen	dment on each copy of the offer
submitted; or (c) By separate letter or telegram MENT TO BE RECEIVED AT THE PLACE DESI	which includes a reference to	the solicitation and amendm	Nent numbers. FAILI FLICHE AND DATE	JRE OF YOUR ACKNOWLEDG-
IN REJECTION OF YOUR OFFER. If by virtue	of this amendment you desire	to change an offer already s	submitted, such char	nge may be made by telegram or
letter, provided each telegram or letter makes re		this amendment, and is rec	eived prior to the op	ening hour and date specified.
12. ACCOUNTING AND APPROPRIATION DATA (If requi	red)			
	·			
	APPLIES ONLY TO MES THE CONTRACT/O			
(X) A. THIS CHANGE ORDER IS ISSUED PURSUAN	TTO: (Specify authority) THE CHA	INGES SET FORTH IN ITEM 14 A	RE MADE IN THE CON	FRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDE SET FORTH IN ITEM 14, PURBUANT TO THE		ADMINISTRATIVE CHANGES (S	uch as changes in paying	office, appropriation date, etc.)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTE	RED INTO PURSUANT TO AUTHO	RITY OF:	,	
D. OTHER (Specify type of modification and auth	ority)			
E. IMPORTANT: Contractor Is not,	is required to sign this	document and return	copies to the in	ssuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (bject matter where teas	ible.)
PLANS AND SPECIFICATIONS COVER	•	-		
HIGH LEVEL PLAN, LONDON AVENUE				
MIRABEAU AVE. TO ROBERT E. LEE	•			
C. SIMON BLVD., EAST BANK FLOO AMENDED AS FOLLOWS:	DWALL, ORLEANS PARISH, L	A, ARE NEKEDI		
AMERDED AS FULLOWS:	BID OPENING DATE			
BID OPENING DATE AND TIME OF 8		CED AND LITTI MOL	•	•
OPEN SN 15 MINE 1994, 2:00 P.N				
// 🖍			sine unchanged and in 6	inth forces and address
Except as provided Vereinfull terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	- accommit , a manical in itam SA Of	16A. NAME AND TITLE OF C		
H. B. Merlyon President			•	
15B. CONTRACTOR/OFFICE ACM	15C. DATE SIGNED	16B. UNITED STATES OF AM	MERICA	16C. DATE SIGNED
1 1\1 <i>N\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	6/15/94	BV.		
(Signature) based sychorized to sign)		(Signature of Cor	ntracting Officer)	
NSN 7549-01-152-8070	····		STAN	DARD FORM 30 (REV. 10-83)
PREVIOUS EDITION UNUSABLE	20	-105	Prescri	bed by GSA

Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT NO. 0001

Please make the following changes to Amendment No. 0001 issued 26 May 1994:

- 1. <u>Page 4 of 6</u>. Delete item 2a under the heading "<u>DRAWINGS</u>" in its entirety and substitute the following:
- a. <u>Drawing (Dwg.) No. 6 of 73, File No. H-4-40295</u>. In the table entitled "EXISTING FACILITIES", add "()" after "NA" in the "DISPOSITION" column for item FL-432.
- 2. <u>Page 5 of 6</u>. Delete item 2c under the heading "DRAWINGS" in its entirety and substitute the following:
- c. <u>Dwg. No. 19 of 73, File No. H-4-40295</u>. 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. <u>Page C2G-9. Paragraph C2G-9.7.1</u>. 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. <u>Page C2G-9. Paragraph C2G-9.8.1</u>. Delete paragraph C2G-9.8.1 in its entirety and substitute the following revised paragraph:
- "C2G-9.8.1 <u>Scope</u>. 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. <u>Page H-32. Paragraph H-32g</u>. 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. <u>Page H-32. Paragraph H-32h</u>. 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/MOD	FICATION OF CONT	RACT	1. CONTRACT ID COL	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 06/07/94	4. REQUISITION/PURCHASE ED0000-4031-0		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	I SSUE 1	7. ADMINISTERED BY (If oth	er than item 6)	CODE ADMIN1
US ARMY ENGR DIST NEW ORLEANS		US	ARMY ENGR DIST,	NEW ORLEANS
PO BOX 60267		ATT	N CELMN-CT	
NEW ORLEANS LA 70160-0267		PO	BOX 60267	
		NEW	ORLEANS LA 701	60-0267
	SC1(504) 862-1514			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, co.	inty, State and ZIP (199) (C. 1	`	DACU29-94	IT OF SOLICITATION NO. -R-0047
B.&CK CONSTRUCTION CO., INC.			x SALUE / 74	<i>3</i> -004 <i>i</i>
1905 HIGHWAY 59	80 to 1 O		98. DATED (SEE	ITEM 11)
MANDEVILLE, LA 70448	Jun - 8 '	1954	05/03/94	
·		<u> </u>	10A MODIFICAT	TION OF CONTRACT/ORDER NO.
	00M0TD40T10N			
	CONSTRUCTION	CO., INC.		
			10B. DATED (SE	E ITEM (3)
	FACILITY CODE			
	ITEM ONLY APPLIES TO A			
ne above numbered solicitation is amended as		•	_	
4s must acknowledge receipt of this amendment				
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram white	_1_ copies of the amendme	nt; (b) By acknowledging	receipt of this amen	dment on each copy of the offer
submitted; or (c) By separate letter or telegram white MENT TO BE RECEIVED AT THE PLACE DESIGNATION OF THE PLACE DESIGNAT	ch includes a reference to th	e solicitation and amendm	ent numbers. FAILL	JRE OF YOUR ACKNOWLEDG-
IN REJECTION OF YOUR OFFER. If by virtue of the	NED FOR THE RECEIPT OF	- UPPERS PRIOR TO THE change an offer already s	HOUR AND DATE:	SPECIFIED MAY RESULT use may be made by telegram or
letter, provided each telegram or letter makes refere	ence to the solicitation and the	nis amendment, and is reco	rived prior to the op	ening hour and date specified.
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
,				
13 THIS ITEM AS	PPLIES ONLY TO MO	DIFICATIONS OF CO	NTRACTS/OR	DERS
	THE CONTRACT/OR			
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO	(Specify systemity) THE CHAN	GES SET EODTH IN ITEM 44 AS	E MADE IN THE CONT	PACT ORDER NO. IN ITEM 104
A THIS CHARGE ONDER IS ISSUED FOR SOME TO	. topodity sutilionity) The Crimit	,	E MADE IN THE COIL	THE OTHER NO. IN THE WIND.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS	MODIFIED TO REFLECT THE AL	MINISTRATIVE CHANGES (SA	ch as changes in paving	office, appropriation date, etc.)
SET FORTH IN ITEM 14, PURSUANT TO THE AUT				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE	D INTO PURSUANT TO AUTHORI	TY OF:		
D. OTHER (Specify type of modification and authority)			
	•			
E. IMPORTANT: Contractor is not,	ls required to sign this d	ocument and return	copies to the is	suing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organ	nized by UCF section headings in	chuding splicitation/contract sub	inct matter where teach	hie.)
SPECIFICATIONS FOR LAKE PONTCHART		-	,	,
LONDON AVENUE OUTFALL CANAL, PARA	• • •	•		
ROBERT E. LEE BLVD., WEST BANK; N	• '			
EAST BANK FLOODWALL, ORLEANS PART		•		
	,,			
BID OPEN	ING DATE			
BID OPENING DATE & TIME OF 15 JUN	E 1994, 2:00 P.M., LOCA	L TIME AT PLACE		• •
OF BID OPENING, REMAINS UNCHANGED				•
Except as provided hersin, all perus and conditions of the do	pument referenced in Hem SA or 16	A, as heretofore changed, rema	ins unchanged and in fu	ull force and effect.
18A. NAME AND TITLE DESIGNER (Type or print)		18A. NAME AND TITLE OF CO		
H. B Wayyou, President				
15B. CONTRACTOR OFFERDA	15C. DATE SIGNED	168. UNITED STATES OF AM	ERICA	18C. DATE SIGNED
`\\) <i> \\\\\</i>	6/15/94 .			,
(Signature of peralling therighed to sign)		(Signature of Cont	racting Officer)	——
NSN 7540-01-152-8070		1 100.000000000000000000000000000000000		DARD FORM 30 (REV. 10-83)
PREVIOUS EDITION UNUSABLE	30-1	05	Prescrit	bed by GSA

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.".