

**SECTION 00300**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

*(Owner to provide name and address of owner)*

**BID FOR:** Old Golden Shores  
Water Main Rehabilitation

*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Kelly McHugh & Associates

and dated: April 2015

*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) #1, 05/22/15; #2, 05/28/15

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:  
One million, eighty-eight thousand,  
eight hundred seventy-seven Dollars and Seventy Cents Dollars (\$ 1,088,877.70 )

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A )

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A )

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A )

**NAME OF BIDDER:** Wallace C. Drennan, Inc.

**ADDRESS OF BIDDER:** Post Office Box 15438  
New Orleans, La 70175-5438

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 1033

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Wallace C. Drennan, III

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** President

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** June 3, 2015

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

*(Owner to provide name and address of owner)*

**BID FOR:** Old Golden Shores  
Water Main Rehabilitation

*(Owner to provide name of project and other identifying information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>4" C-900 Water</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-01	20	Ln./ft.	\$ 70.00	\$ 1,400.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>6" C-900 Water Lead Piping</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-02	200	Ln./ft.	\$ 15.00	\$ 3,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8" C-900 Water Main (Open Cut)</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-03	6237	Ln./ft.	\$ 60.00	\$ 374,220.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8" C-900 Water Main (Bored)</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-04	1110	Ln./ft.	\$ 77.00	\$ 85,470.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8" Ductile Iron Water Main</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-05	235	Ln./ft.	\$ 60.00	\$ 14,100.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>10" DIPS DR11 HDPE Water Main (HDD)</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-06	1200	Ln./ft.	\$ 88.00	\$ 105,600.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>New Water Service Line</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-07	136	Each	\$ 100.00	\$ 13,600.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8" Gate Valve</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-08	22	Each	\$ 3,000.00	\$ 66,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Remove Fire Hydrant</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-09	13	Each	\$ 1,130.00	\$ 14,690.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ New Fire Hydrant Assembly			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-10	14	Each	\$ 6,600.00	\$ 92,400.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Ductile Iron Fittings			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-11	24,877	Lbs.	\$ 0.10	\$ 2,487.70

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Tapping Sleeve & Valve (hot tap)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-12	4	Each	\$ 2,000.00	\$ 8,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Flush Valve			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-13	1	Each	\$ 2,500.00	\$ 2,500.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal of Portland Cement Concrete Pavement			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-14	100	Sq./yd.	\$ 10.00	\$ 1,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Portland Cement Concrete Pavement (8" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-15	100	Sq./yd.	\$ 100.00	\$ 10,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal of Portland Cement Concrete Sidewalks & Drives			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-16	1442	Sq./yd.	\$ 10.00	\$ 14,420.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Concrete Drive (6" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-17	1388	Sq./yd.	\$ 50.00	\$ 69,400.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Concrete Sidewalk (4" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-18	54	Sq./yd.	\$ 50.00	\$ 2,700.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sodding			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-19	4130	Sq./yd.	\$ 2.00	\$ 8,260.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Misc. Site Work Restoration			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-20	1	Lump sum	\$15,000.00	\$ 15,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Erosion Control			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-21	1	Lump sum	\$ 1,000.00	\$ 1,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Temp. Traffic Control			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-22	1	Lump sum	\$ 20,000.00	\$ 20,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Traffic Maintenance Aggregate (Net Section)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-23	610	Cu./yd.	\$ 1.00	\$ 610.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Plug & Abandon Existing Water Mains			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-24	1	Lump sum	\$ 25,000.00	\$ 25,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Utility Exploration Excavation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-25	40	Each	\$ 250.00	\$ 10,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Mobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-26	1	Lump Sum	\$100,000.00	\$ 100,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Granular Backfill (Sand, Net Section)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-27	1,818	Cu./yd.	\$ 15.00	\$ 27,270.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Saw Cut			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-28	250	Ln./ft.	\$ 3.00	\$ 750.00

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner



SECTION 00410

**BID BOND FORM**  
FOR

***Old Golden Shores Water Main Rehabilitation***

Date: June 3, 2015

KNOW ALL MEN BY THESE PRESENTS:

That Wallace C. Drennan, Inc. of P.O. Box 15438, New Orleans, LA 70175, as Principal, and The Hanover Insurance Company, as Surety, are held and firmly bound unto the City of Mandeville (Obligee), in the full and just sum of 5% of the price bid, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

***Old Golden Shores Water Main Rehabilitation***  
***City Project No.***

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Wallace C. Drennan, Inc.

PRINCIPAL (BIDDER)

The Hanover Insurance Company  
440 Lincoln Street, Worcester, MA 01653

SURETY

BY: Wallace C. Drennan  
AUTHORIZED OFFICER-OWNER-PARTNER

Wallace C. Drennan, III, President

BY: Pamela K. Tucker  
AGENT OR ATTORNEY-IN-FACT (SEAL)  
Pamela K. Tucker, Attorney-in-Fact

Countersigned:

Louisiana Resident Agent:

By: Pamela K. Tucker  
Pamela K. Tucker, Metairie, LA

END OF SECTION

00410-1

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Stephen L. Cory, Pamela K. Tucker, Jill K. Tucker and/or Melanie Stern**

of **Metairie, LA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 4th day of November 2011.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 4th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3rd day of June, 2015.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

CERTIFIED COPY OF  
EXCERPT OF MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
WALLACE C. DRENNAN, INC.

---

Held on October 12, 2006  
1500 Nine Mile Point Road  
Westwego, LA

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I, Becky Speyrer, Assistant Secretary of Wallace C. Drennan, Inc., do hereby certify the following to be a true and correct excerpt of the minutes of the meeting of the Directors of the Corporation held on October 12, 2006; and that the following RESOLUTIONS passed at that meeting are still in full force and effect:

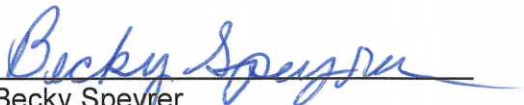
\* \* \*

"...it was further RESOLVED that the President, Wallace C. Drennan, III, be authorized to act for Wallace C. Drennan, Inc., in all phases of the operations of its business, to sign all contracts, bid applications and bids, to manage the business of the corporation, to make loans, execute banking resolutions, sign checks, deposit and withdraw funds, execute payment and performance bonds, make purchase of vehicles, equipment, materials and supplies for the corporation; to sell vehicles, equipment materials and supplies of the corporation; or lease or purchase movable or immovable property and improvements on behalf of the corporation; to hire and fire employees; to manage and oversee construction jobs; to estimate and submit bids; to procure advertising packets, bid packages and other documents necessary to formulate bids for construction work; to manage and oversee the maintenance, scheduling and uses of equipment within the corporation; to direct, manage and supervise labor and construction work; generally, without limitation, to sign all documents and perform all acts necessary for the conducting of the operation and business of Wallace C. Drennan, Inc., as its President; and also the President should have general and specific powers on behalf of the corporation to carry out and work with the Assistant Secretary of the corporation in carrying out the banking business of the corporation; to deposit and withdraw funds; to make loans, to sign checks in accordance with the banking resolution contained hereinbelow; to execute mortgages or chattel mortgages, or documents pursuant to the Uniform Commercial Code as necessary to purchase equipment,

materials or property; to execute all necessary banking documents, banking resolutions, loan documents, drafts, continuing guaranties, or other banking documents; and generally to perform any act and execute any document necessary to carry out the banking and financial business of Wallace C. Drennan, Inc., in cooperation with the duties and responsibilities of the Assistant Secretary of the corporation."

\* \* \*

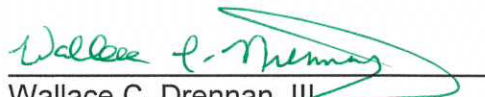
Westwego, Louisiana

  
Becky Speyrer  
Assistant Secretary

CERTIFICATE

I, the undersigned President of Wallace C. Drennan, Inc., do certify that the above and foregoing resolution was unanimously adopted at a meeting of the Board of Directors of the Said Corporation held on October 12, 2006, and that the same is in full force and effect this date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 3rd day of June, 2015.

  
Wallace C. Drennan, III  
President



SECTION 00480  
AFFIDAVITS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF ST. TAMMANYH

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED  
WALLACE C. DRENNAN, III, WHO AFTER BEING BY ME DULY  
SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED PRESIDENT  
OF WALLACE C. DRENNAN, INC. (HEREIN AFTER REFERRED TO AS BIDDER) THE  
PARTY WHO SUBMITTED A BID FOR OLD GOLDEN SHORES WATER MAIN REHABILITATION  
BID NO. A/E Project No. 12-214  
AND SAID AFFIANT FURTHER SAID:

1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and

2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.

3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.

4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.

5) Said bidder is not intended to secure an unfair advantage of benefit from the City of Mandeville or in favor of any person interested in the proposed contract.

Wallace C. Drennan, III  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 5th  
DAY OF May, 2015

[Signature]  
NOTARY PUBLIC

KEVIN M. POCHÉ  
Attorney/Notary Public  
State of Louisiana  
Bar No. 33630  
My commission expires at death

**NON-CONVICTION AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED WALLACE C. DRENNAN, III, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED PRESIDENT OF WALLACE C. DRENNAN, INC. (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Old Golden Shores Water Main Rehabilitation, BID NO. A/E Project No. 12-214  
AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118).
- (b) Corrupt influencing (R.S. 14:120).
- (c) Extortion (R.S. 14:66).
- (d) Money laundering (R.S. 14:230).

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (R.S. 14:202).
- (i) Malfeasance in office (R.S. 14:134).

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 5th  
DAY OF May, 20 15

  
NOTARY PUBLIC

KEVIN M. POCHÉ  
Attorney/Notary Public  
State of Louisiana  
Bar No. 33630  
My commission expires at death

00480-2

# CODE OF CONDUCT

## A. POLICY STATEMENT.

The citizens of the City of Mandeville rightfully expect elected municipal officials, unclassified employees and appointed personnel to adhere to the highest standards of professional and ethical conduct in the performance of their duties and responsibilities. The City of Mandeville Personnel Policies and Police Standard Operating Procedures Manual specifies the conduct of the classified civil service employee so that this code does not apply to this class of city employees. This code applies to the following persons:

1. Elected municipal officials of the City of Mandeville.  
Unclassified employees of the City of Mandeville.
3. Persons appointed or elected to the various boards and commissions of the City of Mandeville.
4. Contractors as described in Section D of this code. Contractors are not obligated to participate in the training requirements of this code but will be required to demonstrate that they are familiar with this code and the Louisiana State Code of Ethics.

While this document in and of itself is not punitive in nature, it complements the existing laws incorporated in the Louisiana State Code of Ethics and other existing policies that cover persons employed by the City of Mandeville. All elected municipal officials, unclassified employees and appointed personnel of the city in whatever capacity should know that infractions of this Code of Conduct may also be violations prohibited by state ethical rules and regulations which do carry punitive provisions.

Every person covered by this Code has a unique position of trust in the community and, therefore, assumes a special responsibility to act with the highest standards of honesty, fidelity and fairness. Said persons should conduct themselves in a manner that merits public trust and confidence.

## B. PURPOSE OF THIS POLICY.

Section 7-02 of the City Charter for the City of Mandeville provides that "All officers and employees of the city government shall comply with the provisions of the Louisiana State Code of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code. To establish a set of guidelines for the behavior of the persons covered by this code which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for the city to successfully project the best image possible.



### **C. CITY OF MANDEVILLE CODE OF CONDUCT FOR ELECTED, UNCLASSIFIED EMPLOYEES AND APPOINTED PERSONNEL.**

All persons in each category as defined by the above title shall sign a copy of this Code of Conduct thereby acknowledging that they have received a copy and understand that it is therefore their responsibility to comply with this Code of Conduct and any revisions to it as follows:

1. Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of the city and with the goal of perfection of city government. That no personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be accepted.
2. Accept the responsibility that any improper conduct can reflect negatively on the public image of the city and bring embarrassment and discontent to the citizens of the city. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.
3. Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct except Contractors. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected municipal officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code, except Contractors, shall be required to participate in at least two hours of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.
4. Always be in full compliance with all applicable federal, state and local laws and regulations.
5. Direct all requests for documents under the Public Records law to the City Attorney for response. All requests for documents under the Public Records law shall be in writing.
6. Respect the confidentiality of information concerning the City, City personnel or proceedings of the City.

### **D. CONTRACTORS.**

Any individual or business entity that enters into a contract with the City of Mandeville shall be subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for direction of business to any person. Likewise, the Contractor will not make or authorize any payment to anyone for the purpose of influencing any official



act or decision, or inducing such entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with the City of Mandeville.

That all Contractors shall sign an affidavit in the form attached hereto as Attachment A as a condition of their contract with the City of Mandeville.

#### **E. COMPLAINTS.**

All complaints shall be in writing and signed by the person making the complaint. There shall be no "anonymous complaints". Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to the City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of the receipt of the complaint. The person complained of shall have five days to respond in writing to the complaint and his or her response shall be part of the complaint record. If such complaint alleges ethical violations, then the City Attorney shall recommend to the person making the complaint that he or she forward a copy of the complaint to the Louisiana Board of Ethics for further action.

Any person who wishes to make a complaint to the Louisiana Board of Ethics may do so by sending the complaint to: Louisiana Ethics Administration Program, P.O. Box 4368, Baton Rouge, LA, 70821 or call the Board office at (225) 219-5600.

ATTACHMENT "A"  
CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared: Wallace C. Drennan, III ;  
if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that  
the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of  
Wallace C. Drennan, Inc. and that he/she is familiar with the Code of Governmental Ethics contained in  
Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for the City  
of Mandeville, and

That, Wallace C. Drennan, Inc. will conform to the provisions in the Code of Environmental Ethics and the  
Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana, and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the  
contractor has with any other entity in the performance of its contract with the City of Mandeville, Louisiana and there  
shall be a statement in every subcontract to that effect.

WITNESSES:

CONTRACTOR: Wallace C. Drennan, Inc.

By:   
Wallace C. Drennan, III

  
Sworn to and subscribed before me this 5<sup>th</sup> day of May, 2015

  
\*\*END OF SECTION\*\*

00480-6

KEVIN M. POCHÉ  
Attorney/Notary Public  
State of Louisiana  
Bar No. 33630  
My commission expires at death

**E-VERIFY AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED WALLACE C. DRENNAN, III, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED PRESIDENT OF WALLACE C. DRENNAN, INC. (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR OLD GOLDEN SHORES WATER MAIN REHABILITATIONS BID NO. A/E Project No. 12-214 AND SAID AFFIANT FURTHER SAID:

Pursuant to La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the State of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilized the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

I HEREBY ATTEST THAT THE BIDDER

1. Is registered with and participates in the status verification system to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the State of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.

Wallace C. Drennan, III  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 5<sup>th</sup>  
DAY OF May, 2015

[Signature]

NOTARY PUBLIC

KEVIN M. POCHÉ  
Attorney/Notary Public  
State of Louisiana  
Bar No. 33630  
My commission expires at death



STATE OF LOUISIANA  
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, duly commissioned and qualified and sworn in and for the State and Parish aforesaid, personally came and appeared Wallace C. Drennan, III, President who after being duly sworn, did depose and say as follows:

LA. R.S. 38:2212.10(C) VERIFICATION OF EMPLOYEES INVOLVED IN CONTRACTS FOR PUBLIC WORKS

- A. At the time of bidding, bidder is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, bidder shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, bidder shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA. R.S. 38:2224 NON-COLLUSION AND NON-SOLICITATION

- A. The bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder.
- B. That no part of the contract price received by bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with construction of the public building or project were in the regular course of their duties for bidder.
- C. Said bid is genuine and the bidder has not colluded, conspired, or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.
- D. Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- E. Said bidder s not intended to secure an unfair advantage of benefit from the Owner or in favor of any person interested in the proposed contract.
- F. All statements contained in said bid are true and correct.
- G. Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto to any other person, firm, or corporation.

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes as listed below:
 

(a) Public bribery (R.S. 14:118)	(c) Extortion (R.S. 14:66)
(b) Corrupt influencing (R.S. 14:120)	(d) Money laundering (R.S. 14:23)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
 

(a) Theft (R.S. 14:67)	(f) Bank fraud (R.S. 14:71.1)
(b) Identity Theft (R.S. 14:67.16)	(g) Forgery (R.S. 14:72)
(c) Theft of a business record (R.S.14:67.20)	(h) Contractors; misapplication of payments (R.S. 14:202)
(d) False accounting (R.S. 14:70)	(i) Malfeasance in office (R.S. 14:134)
(e) Issuing worthless checks (R.S. 14:71)	

I hereby certify that the information herein is true and correct to the best of my knowledge, information, and belief.

Witnesses:

Pam Lamsue

Signature: Wallace C. Drennan, III

Printed Name: Wallace C. Drennan, III

Title: President

Entity Name: Wallace C. Drennan, Inc.

Sworn to and subscribed before me on 5th day of May, 2015.

**KEVIN M. POCHÉ**  
Attorney/Notary Public  
State of Louisiana  
575 N. 3820

Notary Public: [Signature]

Commission expires: at death



CONTRACT DOCUMENTS, SPECIFICATIONS  
AND  
CONTRACT DRAWINGS

FOR

*Calder*  
CITY OF MANDEVILLE  
OLD GOLDEN SHORES WATER MAIN  
REHABILITATION  
PROJECT NO. 12-214

---

ADDENDUM NO. 1

DATE ISSUED: 5/22/15

---

**BID DATE: June 3, 2015 at 11:00 AM**

BID LOCATION: Mandeville City Hall  
3101 E. Causeway Approach  
Mandeville, LA 70448

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This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders.

1. \*\*\*Bid opening has been delayed from the original date of May 27, 2015; to June 3, 2015.\*\*\*
2. The mandatory pre-bid sign in sheet is attached.

Addendum No. 1 consists of this 1 page, and 1 attachment page.

END OF ADDENDUM No. 1

DONALD J. VILLERE  
Mayor

DAVID deGENERES  
Director of Public Works

# City of Mandeville

"THE HEART OF THE OZONE BELT"



## CITY COUNCIL

RICK DANIELSON  
Council Chairman

CLAY MADDEN  
At Large

DAVID ELIIS  
District I

CARLA BUCHHOLZ  
District II

ERNEST BURGUIÈRES  
District III

## CITY OF MANDEVILLE OLD GOLDEN SHORES WATER MAIN REHABILITATION PRE BID MEETING May 20, 2015 - DPW Facility

NAME	COMPANY/CONTACT NUMBER
JOAN GATZILE	COMMAND Construction LLC 504 887 8795 stage@commandindustrial.com ESTIMATING@WALLACECONSTRUCTION.COM
Tim Morgan	WALLACE CONSTRUCTION 504 828 8000
Chris Hicks	NCMC LLC 225-773-1640 estimating@ncmc-llc.com
Keith Poret	Poret Construction LLC poretconstruction@att.net 985-966-6631 - Fax 985-951-1090
BILL SELIG	MAGNOLIA CONSTRUCTION CO. LLC bselig@magconco.com 225-355-7787 FAX 225-356-6026
Kenneth Rodrigue	Magnolia Const. K100619@MAGNOLIA.COM 225-355-7787 Fax 225-356-6026
Larry Cloy	Lawson-Bonet Const. Inc larrycloy@lawsonbonet.com (985) 634-5384
MARK Nettles	LAWSON BONET Const. Inc markbnettl@lawsonbonet.com (985) 969-2709
Lance Schilling	BYRON E Talbot bsancher@byronetalbot.com 985-419-9925 985-417-9833
Robert Foster	Robert Foster Const. FosterConst@aol.com 985 966 5181 985 245 6977 Fax
EVAN CONRVEY	SUBTERRANEAN Construction LLC e.conrvey@subtlc.com 985 246 6767
Brian Boehm	Boh Bros. CONST. CO. LLC bboehm@bohbro.com 730 S. TONY ST. N.O., La. 70119
RAUNDAL PINELL	TRANS-GULF 225 932 6812 jth@transgulf.com
John White	Grady Crawford 225-272-8360 rkirby@gradycrawford.com
Brian Kilger	Beverly Construction 504-276 5108 brian@beverly.com
ROY GEOFFREAN	CITY OF MAND. (985) 624-3169
ANDRE MONNET	PRINCIPAL ENGINEERING

CONTRACT DOCUMENTS, SPECIFICATIONS  
AND  
CONTRACT DRAWINGS

FOR

CITY OF MANDEVILLE

OLD GOLDEN SHORES WATER MAIN  
REHABILITATION

PROJECT NO. 12-214

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ADDENDUM NO. 2

*WSP* DATE ISSUED: 5/28/15

---

**BID DATE: June 3, 2015 at 11:00 AM**

**BID LOCATION: Mandeville City Hall**

**3101 E. Causeway Approach**

**Mandeville, LA 70448**

---

This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and the cost involved shall be included in the bid prices.

Acknowledge receipt of the addendum by inserting its number on the Bid Form of the Bid Documents. Failure to do so will subject the bidder to rejection.

Addendum No. 2 consists of this 3 pages, and 21 attachment pages.

## General

\*\*\*Bid opening has been delayed to June 3, 2015.\*\*\*

### Contractor Questions:

1. What is the quantity for the sodding item.? Sodding will be paid by the square yard. The quantity was determined by establishing a 6ft. pay width along the entire length of pipe installation, excluding bores, calculated at 4,130 SY. If requested by the owner, additional sod may be ordered and measured for payment. Lawns and grassed areas damaged by the Contractor outside of the pay width shall be sodded by the Contractor at no additional pay.
2. What is the contract duration and delay damages? See revised Section 00520 Agreement
3. Is a field office & staging area available? The owner has no available staging area. A field office is not required.
4. Is there a pay item to address obstructions? Any obstructions shall be either bored under or offset to avoid conflict. Any note to remove and replace a drainage structure at no direct pay is void.
5. Sheet 10. Add a valve to fire hydrant? All existing fire hydrants to be removed and replaced with new fire hydrant assembly will include a 6" gate valve.
6. What are the bedding requirements? Is crushed concrete an acceptable material? Acceptable bedding materials are sand or crushed concrete.
7. What flush valve manufacture & model is to be used? Use Mueller 2-1/8" Flush Type Fire Hydrant
8. Will a trench liner pay item be added? Trench liner will not be required. Delete trench liner note on Flexible Pipe Installation detail on sheet 18.
9. Need clarification on boring 8" water line? Bore water lines at all roadway crossings. Owner will notify contractor which drives will be removed and replaced, and which are to be bored. Locations for HDD and bores are noted on the drawings.
10. What is distance off road for waterline? Distance varies. Plans note station and offset distance of water line from center line of roadway.
11. Will trees to be removed pay item be added? Trees noted in plans to be removed, please incorporate into misc. site work restoration pay item. Trees not noted for removal will not be the responsibility of the Contractor, should removal be required.
12. Please show detail of Sheet 2 note 13 of butt joint? Please refer to Patching Cuts In Concrete detail on Sheet 18 for butt joint. Concrete for roadways to be 8" thick in detail revised.
13. What is the backfill compaction requirements? Compact backfill to 95% maximum dry density of ASTM D698 Standard Proctor
14. Add valve to fire hydrants? All fire hydrants to include a 6" gate valve as noted in measurement and payment description.
15. Can C-900 pipe be used in boring? Eagle Loc 900 pipe can be used for horizontal directional drilling.
16. What are erosion control measures? Add silt fencing and/or hay bales and any necessary measures as needed to comply with all applicable local, state, and federal requirements.



17. Will a restrained joint pay item be added? Restraint glands are to be measured and paid by the pound under the ductile iron fittings pay item.
18. Is the existing ACP pipe to be filled or removed? The existing water main shall be plugged and filled with flowable fill.
19. What is the new water service lines linear feet length? The new water services line item is to be paid for by each service reconnected and may be open cut or must be bored under roadway paving.
20. Is sheet 8 note: Sta 35+84.70 Existing fire hydrant tie into existing 8" PVC with TS&V required? Note is to be deleted. No tapping sleeve and valve is required.
21. Is sidewalks & drives concrete the same as concrete streets? No, sidewalks and drives shall use DOTD Class M concrete.
22. For drives removal, go to nearest joint or saw cut? The intent is to remove the driveway to the nearest joint in all cases. No sawcut is anticipated; however, if an isolated sawcut is required, it shall be paid under the new Pay Item W-28 Saw Cut.
23. What is the quantity for sand backfill for water lines 3' or closer to roadways? Sand Backfill will be paid under Pay Item W-27 Granular Backfill (Sand, Net Section), with a quantity of 2,000 cubic yards for the project, measured net section, according to the trench detail. Bedding will not be measured for payment under this item.

## Construction Specifications and Contract Documents

1. Replace Section 00520 Agreement with revised Agreement, Attached.
2. Replace Section 00300 Bid Form with revised Bid Form, Attached.
3. Replace Section 01025 Measurement and Payment with revised Measurement and Payment, Attached.

## Drawings

4. Sheet 8. Note: Sta 35+84.70 Existing fire hydrant tie into existing 8" PVC with TS&V required. Note is to be deleted. No tapping sleeve and valve is required.
5. Sheet 18. Flush valve detail. Use Mueller 2-1/8" Flush Type Fire Hydrant
6. Sheet 18. Flexible Pipe Installation Detail. Delete trench liner requirement note.
7. Sheet 18. Patching Cuts In Concrete Detail. Concrete for roadway to be 8" thick.

## List of Attachments

Attachment 1-Revised Section 00520 Agreement

Attachment 2- Revised Section 003000 Louisiana Uniform Public Works Bid Form

Attachment 3-Revised Section 01025 Measurement and Payment

END OF ADDENDUM No. 2

# FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Kelly McHugh & Associates, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and



completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

#### *NOTE TO USER*

*If failure to reach a Milestone on time is of such consequence that the assessment of liquidated damages for failure to reach one or more Milestones on time is to be provided, appropriate amending or supplementing language should be inserted here.*

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ \_\_\_\_\_

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>

Total of all Bid Prices (Unit Price Work)

\$\_\_\_\_\_

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### NOTES TO USER

1. *If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions.*
2. *Depending upon the particular project bid form used, use 5.01.A alone, 5.01.A and 5.01.B together, 5.01.B alone, or 5.01.C alone, deleting those not used and renumbering accordingly. If 5.01.C is used, Contractor's Bid is attached as an exhibit and listed as a Contract Document in A-9.*

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the \_\_\_\_ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. \_\_\_\_ percent of Work completed (with the balance being retainage); and

- b. \_\_\_\_\_ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to \_\_\_\_\_ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less \_\_\_\_\_ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

*NOTE TO USER*

*Typical values used in Paragraph 6.02.B are 100 percent and 200 percent respectively.*

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

**ARTICLE 7 – RESERVED.**

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

*NOTE TO USER*

*Modify the above paragraph if there are no such reports or drawings.*

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

*NOTE TO USER*

*If the Contract Documents do not identify any Site-related reports and drawings, modify this paragraph accordingly.*

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to \_\_, inclusive).
  2. Performance bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  3. Payment bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  4. Other bonds (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - a. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - b. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - c. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).



5. General Conditions (pages \_\_\_\_ to \_\_\_\_, inclusive).
6. Supplementary Conditions (pages \_\_\_\_ to \_\_\_\_, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of \_\_\_\_ sheets with each sheet bearing the following general title: \_\_\_\_ [or] the Drawings listed on attached sheet index.
9. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.

*NOTE TO USER*

*If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.*

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

#### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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#### 10.06 *Other Provisions*

##### *NOTES TO USER*

1. *If Owner intends to assign a procurement contract (for goods and services) to the Contractor, see Notes to User at Article 23 of Suggested Instructions to Bidders for Procurement Contracts (EJCDC P-200, 2000 Edition) for provisions to be inserted in this Article.*
2. *Insert other provisions here if applicable.*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

*NOTE TO USER*

*See I-21 and correlate procedures for format and signing of the documents.*

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

*NOTE TO USER*

*The Effective Date of the Agreement and the dates of any Construction Performance Bond (EJCDC C-610) and Construction Payment Bond (EJCDC C-615) should be the same, if possible. In no case may the date of any bonds be earlier than the Effective Date of the Agreement.*

OWNER:

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Agent for service of process:

\_\_\_\_\_



**SECTION 00300**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

*(Owner to provide name and address of owner)*

**BID FOR:** Old Golden Shores  
Water Main Rehabilitation

*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Kelly McHugh & Associates

and dated: April 2015

*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

*(Owner to provide name and address of owner)*

**BID FOR:** Old Golden Shores  
Water Main Rehabilitation

*(Owner to provide name of project and other identifying information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>4</u> C-900 Water			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-01	20	Ln./ft.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>6</u> C-900 Water Lead Piping			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-02	200	Ln./ft.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8</u> C-900 Water Main (Open Cut)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-03	6237	Ln./ft.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8</u> C-900 Water Main (Bored)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-04	1110	Ln./ft.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8</u> Ductile Iron Water Main			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-05	235	Ln./ft.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>10</u> DIPS DR11 HDPE Water Main (HDD)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-06	1200	Ln./ft.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> New Water Service Line			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-07	136	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8</u> Gate Valve			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-08	22	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> Remove Fire Hydrant			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-09	13	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ New Fire Hydrant Assembly			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-10	14	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Ductile Iron Fittings			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-11	24,877	Lbs.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Tapping Sleeve & Valve (hot tap)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-12	4	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Flush Valve			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-13	1	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal of Portland Cement Concrete Pavement			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-14	100	Sq./yd.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Portland Cement Concrete Pavement (8" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-15	100	Sq./yd.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal of Portland Cement Concrete Sidewalks & Drives			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-16	1442	Sq./yd.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Concrete Drive (6" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-17	1388	Sq./yd.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Concrete Sidewalk (4" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-18	54	Sq./yd.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sodding			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-19	4130	Sq./yd.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Misc. Site Work Restoration			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-20	1	Lump sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Erosion Control			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-21	1	Lump sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Temp. Traffic Control			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-22	1	Lump sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ Traffic Maintenance Aggregate (Net Section)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-23	610	Cu./yd.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Plug & Abandon Existing Water Mains			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-24	1	Lump sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ Utility Exploration Excavation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-25	40	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ Mobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-26	1	Lump Sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ Granular Backfill (Sand, Net Section)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-27	1,818	Cu./yd.		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ Saw Cut			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
W-28	250	Ln./ft.		

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner



## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.03, refer to and are the same pay items listed in the Prices Bid Table. These items constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous, temporary, or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, taxes, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

##### 1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Prices Bid Table, are approximate only and are included solely for the purpose of comparison of Bids. Certain pay item quantities are based on theoretical plan quantity, and will not be adjusted; these items are noted in 1.03 or on the drawings. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

##### 1.03 Pay Items: Measurement and payment shall be as specified in the Louisiana Standard Specifications for Roads and Bridges, 2006 edition, except as modified below, or on the drawings.

- A. Item W-01 – 4” C-900 Water:
  - 1. Description and Measurement: Item W-01 includes all labor, materials, equipment, and incidentals necessary for installing C-900 water piping as shown in the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, bedding, pipe installation, testing, backfill and compaction. Measurement will be made by the linear foot of the pipe installed and accepted.
  - 2. Payment: 4” C-900 Water will be paid by the linear foot price given in the prices bid table.
- B. Item W-02 - 6” C-900 Water Lead Piping:
  - 1. Description and Measurement: Item W-02 includes all labor, materials, equipment, and incidentals necessary for installing C-900 water piping as shown in the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, bedding, pipe installation either open cut or horizontal boring under roadways, testing, backfill and compaction. Measurement will be made by the linear foot of the pipe installed and accepted.
  - 2. Payment: 6” C-900 Water Lead Piping will be paid by the linear foot price given in the prices bid table.

- C. Item W-03 - 8" C-900 Water Main (Open Cut):
1. Description and Measurement: Item W-03 includes all labor, materials, equipment, and incidentals necessary for installing C-900 water piping as shown in the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, bedding, pipe installation, testing, backfill and compaction. Measurement will be made by the linear foot of the pipe installed and accepted.
  2. Payment: 8" C-900 Water Main will be paid by the linear foot price given in the prices bid table.
- D. Item W-04 - 8" C-900 Water Main (Bored):
3. Description and Measurement: Item W-04 includes all labor, materials, equipment, and incidentals necessary for boring C-900 water piping at street crossings and as shown in the drawings or directed by the Owner. This item includes but is not limited to excavation, sheeting, bracing, dewatering, pipe installation by horizontal boring under roadways, and testing. Measurement will be made by the linear foot of the pipe installed and accepted.
  4. Payment: 8" C-900 Water Main (Bored) will be paid by the linear foot price given in the prices bid table.
- E. Item W-05 – 8" Ductile Iron Water Main:
3. Description and Measurement: Item W-05 includes all labor, materials, equipment, and incidentals necessary for installing ductile iron water piping as shown in the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, bedding, pipe installation, testing, backfill and compaction. Measurement will be made by the linear foot of the pipe installed and accepted.
  4. Payment: 8" Ductile Iron Water Main will be paid by the linear foot price given in the prices bid table.
- F. Item W-06 - 10" DIPS DR11 HDPE Water Main (HDD):
1. Description and Measurement: Item W-06 includes all labor, materials, equipment, and incidentals necessary for horizontal directional drilling installation of 8" HDPE water main in accordance with the drawings and specifications. This includes but not limited to base excavation at boring pits to desired depth, pipe, temporary bracing & shoring, excavation, backfilling base to grade, pipe fusion services, mud slurry and disposal, fittings, and mechanical joint adapters with SS stiffeners. Measurement will be made by the linear foot of water main directionally drilled and accepted, between start and end of HDD installation, in horizontal plan distance.
  2. Payment: 10" DIPS DR11 HDPE Water Main (HDD) will be paid by the linear foot price given in the prices bid table.
- G. Item W-07 – New Water Service Line:
1. Description and Measurement: Item W-07 includes all labor, materials, equipment, and incidentals necessary for reinstating water house connection to the new water main; including a saddle, PE service line, curb stop, fittings and required excavation and backfilling. Measurement will be made by each water service connection reinstated and accepted.
  2. Payment: New Water Service Line will be paid by each unit price given in the prices bid table.
- H. Item W-08 – 8" Gate Valve:
1. Description and Measurement: Item W-08 includes all labor, materials, equipment, and incidentals necessary for installing 8" gate valve as shown in the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, bedding, gate valve assembly installation, testing, backfill and compaction. Measurement will be made by the

gate valves installed and accepted.

2. Payment: 8" Gate Valve will be paid by the unit price given in the prices bid table.

I. Item W-09 – Remove Fire Hydrant:

1. Description and Measurement: Item W-09 includes all labor, materials, equipment, and incidentals necessary for removing existing fire hydrant as shown in the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, removing fire hydrant, testing, backfill and compaction. Measurement will be made by each fire hydrant removed.
2. Payment: Remove Fire Hydrant will be paid by each unit price given in the prices bid table.

J. Item W-10 – New Fire Hydrant Assembly:

1. Description and Measurement: Item W-10 includes all labor, materials, equipment, and incidentals necessary for installing new fire hydrant and 6" gate valve assembly to the new water main as shown in the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, bedding, tee, fire hydrant and valve assembly installation, fittings, testing, backfill and compaction. Measurement will be made by each fire hydrant installed and accepted.
2. Payment: New Fire Hydrant Assembly will be paid by each unit price given in the prices bid table.

K. Item W-11 - Ductile Iron Fittings:

1. Description and Measurement: Item W-11 includes all labor, materials, equipment, and incidentals necessary for installing all types of fittings (tees, bends, increasers, reducers, mechanical adapters, etc.) in accordance with the drawings and specifications. Temporary fittings will not be measured for payment. Measurement will be made by the pounds of the fittings installed and accepted.
2. Payment: Ductile Iron Fittings will be paid by the pound price given in the prices bid table.

L. Item W-12 - Tapping Sleeve & Valve (hot tap):

1. Description and Measurement: Item W-12 includes all labor, materials, equipment, and incidentals necessary for installing 8" Tapping Sleeve & Valve assembly in accordance with the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, bedding, 8" Tapping Sleeve & Valve assembly installation (hot tap), testing, backfill and compaction. Measurement will be made by the 8" Tapping Sleeve & Valve assembly installed and accepted.
2. Payment: Tapping Sleeve & Valve (hot tap) will be paid by each unit price given in the prices bid table.

M. Item W-13 – Flush Valve:

1. Description and Measurement: Item W-13 includes all labor, materials, equipment, and incidentals necessary for installing flush valve assembly as shown in the drawings. This item includes but is not limited to excavation, sheeting, bracing, dewatering, bedding, flush valve assembly installation, fittings, testing, backfill and compaction. Measurement will be made by the flush valves installed and accepted.
2. Payment: Flush Valve will be paid by the unit price given in the prices bid table.

N. Item W-14 - Removal of Portland Cement Concrete Pavement :

1. Description and Measurement: Item W-14 includes all labor, materials, equipment, and incidentals necessary for removing, hauling and disposing of existing concrete pavement & associated curb as shown on the drawings. It also includes payment for removing pavement at HDD boring pits. Sawcut adjacent to pavement that shall remain is paid under this item. No separate payment will be made to remove the existing base material

underneath the pavement to a depth of design thickness. Measurement will be made by the square yard of the pavement removed and accepted.

2. Payment: Removal of Portland Cement Concrete Pavement will be paid by the square yard price given in the prices bid table.

O. Item W-15 - Portland Cement Concrete Pavement (8" Thick):

1. Description and Measurement: Item W-15 includes all labor, materials, equipment, and incidentals necessary for furnishing, installing, forming, finishing, and curing concrete pavement of 8" thick on a prepared subgrade as shown on the drawings. Compaction of existing base material will be under this item. No separate payment shall be made for jointing and joint materials. Measurement will be made by the square yard of concrete installed and accepted.
2. Payment: Portland Cement Concrete Pavement (8" Thick) will be paid by the square yard price given in the prices bid table.

P. Item W-16 - Removal of Portland Cement Concrete Sidewalks & Drives :

1. Description and Measurement: Item W-16 includes all labor, materials, equipment, and incidentals necessary for removing, hauling and disposing of existing concrete sidewalks & drives as shown on the drawings. Sawcut adjacent to pavement that shall remain is paid under this item. No separate payment will be made to remove the existing base material underneath the pavement to a depth of design thickness. Measurement will be made by the square yard of the pavement removed and accepted.
2. Payment: Removal of Portland Cement Concrete Sidewalks & Drives will be paid by the square yard price given in the prices bid table.

Q. Item W-17 - Concrete Drive (6" Thick):

1. Description and Measurement: Item W-17 includes all labor, materials, equipment, and incidentals necessary for furnishing, installing, forming, finishing, and curing concrete driveway of 6" thick as shown on the drawings. No separate payment shall be made for jointing and joint materials. Measurement will be made by the square yard of concrete drive installed and accepted.
2. Payment: Concrete Drive (6" Thick) will be paid by the square yard price given in the prices bid table.

R. Item W-18 - Concrete Sidewalk (4" Thick):

1. Description and Measurement: Item W-18 includes all labor, materials, equipment, and incidentals necessary for furnishing, installing, forming, finishing, and curing concrete sidewalk of 4" thick as shown on the drawings. No separate payment shall be made for jointing and joint materials. Measurement will be made by the square yard of concrete sidewalk installed and accepted.
2. Payment: Concrete Sidewalk (4" Thick) will be paid by the square yard price given in the prices bid table.

S. Item W-19 - Sodding:

1. Description and Measurement: Item W-19 includes all labor, materials, equipment and incidentals required to restore site grading, and sodding of disturbed areas. The site condition shall be acceptable to the engineer at the project completion. Measurement will be made by the square yard installed and accepted by the engineer, within a six foot pay width along the new pipe, or for areas ordered separately by the Owner. No measurement will be made for sod placed to repair areas fouled by the Contractor outside of the 6' pay width.
2. Payment: Sodding will be paid at the square yard price given in the prices bid table.

T. Item W-20 – Misc. Site Work Restoration:



1. Description and Measurement: Item W-20 includes all labor, materials, equipment and incidentals required to restore site disturbed areas, and all other items not covered under another pay item. No payment will be made for restoring any damage caused by contractor's negligence. No separate measurement will be made for this item. The site condition shall be acceptable to the engineer at the project completion. Measurement will be made by a lump-sum based on schedule of values submitted by the contractor and accepted by the engineer.
  2. Payment: Misc. Site Work Restoration will be paid at the lump sum price given in the prices bid table.
- U. Item W-21 – Erosion Control:
1. Description and Measurement: Item W-21 includes all labor, materials, equipment, and incidentals necessary for installing erosion control measures for the site. This item includes but is not limited to silt fencing, hay bales, and sodding. Measurement will be made by a lump-sum based on schedule of values submitted by the contractor and accepted by the engineer.
  2. Payment: Erosion Control will be paid at the lump sum price given in the prices bid table.
- V. Item W-22 - Temp. Traffic Control:
1. Description and Measurement: Item W-22 includes all labor, materials, and equipment necessary for furnishing, installing, maintaining, and removing temporary construction barricades, pavement markings and signs, providing flaggers, and any other incidentals complying with the plan requirements regarding the protection of the work, workers and safety of the public. Measurement will be made on a lump sum basis based on percent of project completion to date.
  2. Payment: Temp. Traffic Control will be paid at the lump sum price given in the prices bid table.
- W. Item W-23 – Traffic Maintenance Aggregate (Net Section):
1. Description and Measurement: Item W-23 includes all labor, materials, and equipment necessary for furnishing, installing, maintaining, and removing temporary aggregate surfacing for maintenance of traffic. This includes but not limited to furnishing, installing, shaping, and compacting traffic maintenance aggregate to the line and grade required, recompacting and adding material as necessary to maintain a pleasing riding surface, and removal to complete the work. Measurement will be made by cubic yard initially installed and accepted.
  2. Payment: Traffic Maintenance Aggregate (Net Section) will be paid at the cubic yard price given in the prices bid table.
- X. Item W-24 Plug & Abandon Existing Water Mains:
1. Description and Measurement: Item W-24 includes all labor, materials, equipment, and incidentals necessary for plugging and abandoning existing water main as shown on the drawings. The abandoned pipe shall be filled with low strength flowable fill under this pay item. Measurement will be made by a lump-sum based on schedule of values submitted by the contractor and accepted by the engineer.
  2. Payment: Plug & Abandon Existing Water Mains will be paid by the lump sum price given in the prices bid table.
- Y. Item W-25 Utility Exploration Excavation:
1. Description and Measurement: Item W-25 includes all labor, materials, equipment and incidentals required to pothole/excavate in order to locate utilities & existing water main, and backfill the excavation. Measurement will be made per each excavation made and satisfactorily backfilled, following successful utility location.
  2. Payment: Utility Exploratory Excavation will be paid per each at the unit price given in the prices bid table.



Z. Item W-26 - Mobilization:

1. Description and Measurement: Item W-26 includes all preparatory work and operating, movement of personnel, equipment, supplies and incidentals to the project site; the establishment of temporary offices, storage and other construction facilities necessary for work on this project; removal of temporary offices from site, and cleanup to place temporary site in original condition, all as required for the proper performance and completion of the work. Measurement will be made based on total project percent complete.
2. Payment: Mobilization will be paid in accordance with Table 727-1 in section 727 of the LSSRB.

No price adjustments will be made for this item due to changes in the work.

AA. Item W-27 – Granular Backfill (Sand, Net Section):

1. Description and Measurement: Item W-27 includes all labor, materials, and equipment necessary for furnishing, and installing granular backfill material for the water line installation. This includes but not limited to furnishing, installing, compacting, and testing granular backfill aggregate to the line and grade required as necessary to complete the work. Measurement will be made by cubic yard installed and accepted, net section, according to the trench detail. Bedding will not be measured for payment.
2. Payment: Granular Backfill (Sand, Net Section) will be paid at the cubic yard price given in the prices bid table.

BB. Item W-28 – Saw Cut :

1. Description and Measurement: Item W-28 includes all labor, materials, equipment, and incidentals necessary for saw cutting concrete roadways, drives, and sidewalks as shown on the drawings. Measurement will be made by the linear feet of the pavement saw cut and accepted.
2. Payment: Saw cut will be paid by the linear feet price given in the prices bid table.

**\* END OF SECTION \*\***

FROM:

Wallace C. Drennan, Inc.  
Post Office Box 15438  
New Orleans, LA 70175-5438

LOUISIANA CONTRACTOR'S LICENSE NO.: 1033

SEALED BID TO:

City of Mandeville  
Purchasing Agent, City Hall  
3101 East Causeway Approach  
Mandeville, LA 70448

SEALED BID FOR:

Old Golden shores Water Main Rehabilitation  
A/E Project No. 12-214

BID DUE DATE and TIME: June 3, 2015; 11:00 A.M.