

RG3
UTILITIES
Meter Nijas
AMR/AMI & INSTALLATION

City of Mandeville
PW-CMA004F
Isaac Recovery

2912 S. Access Rd. • Longview TX 75602 •
Ph: 903-753-3456 • Fax: 903-753-5678 • www.rg3meter.com

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: City of Mandeville
Isaac Recovery - Water Meter Replacement
FEMA PW-CMA004F

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: Principal Engineering, Inc. and dated: June 2013

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) Addenda #1

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:

forty six thousand five hundred eighty seven and 34/100 Dollars (\$ 56,587.34/100)

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 (Cost increase to provide Radio-Read Water Meters instead of Manual-Read Water Meters. Subtract Pay Item 3 unit price extension from Pay Item 8 unit price extension and enter below.) for the lump sum of

One hundred fifty eight thousand six hundred forty two and 20/100 Dollars (\$ 158,652.20/100)

Alternate No. 2 (NONE) for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 (NONE) for the lump sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: RG3 Utilities LLC
ADDRESS OF BIDDER: 2912 S. Access Rd
Longview TX 75602

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 53132

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Lee Gregory

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Operating Manager

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: [Signature]

DATE: 8/19/2013

* 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

BID FOR: City of Mandeville
Isaac Recovery-Water Meter Replacement
FEMA PW-CMA004F

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.

BASE BID ITEMS

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # Mobilization/Demobilization				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	Lump Sum	5084.31	\$ 5084.31

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # Removal of Existing Water Meters				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	650	Each	27.81	\$ 18,076.50

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # Manual-Read Water Meters				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	650	Each	\$ 50.01	\$ 32,506.50

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # Standard Plastic Meter Box and Cover, with Cast Iron Reader				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	20	Each	30.52	\$ 610.40

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # Jumbo Plastic Meter Box and Cover, with Cast Iron Reader				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	10	Each	58.08	\$ 580.80

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # Site Restoration				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	1	Lump Sum	500	\$ 500

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # Pavement Installation				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	10	Each	\$ 400	\$ 4,000.00

ALTERNATE BID ITEMS

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. #1 Radio-Read Water Meters				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	650	Each	192.00	\$ 124,800.00

(Inc. Software & Training @ 7954.55)

SECTION 00410

BID BOND FORM
FOR

ISAAC RECOVERY - WATER METER REPLACEMENT

Date: August 21, 2013

KNOW ALL MEN BY THESE PRESENTS:

That RG-3 Utilities, LLC of 304 Forest Hills Drive, Hallsville, TX 75650, as Principal, and Developers Surety and Indemnity 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 that 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:

ISAAC RECOVERY- WATER METER REPLACEMENT, FEMA PW-CMA004F

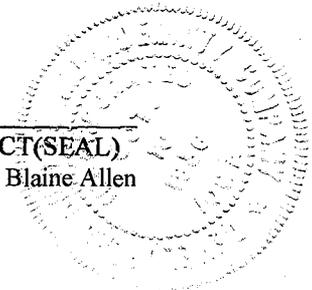
NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee,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

RG-3 Utilities, LLC
PRINCIPAL (BIDDER)

Developers Surety and Indemnity Company
SURETY

BY: [Signature]
AUTHORIZED OFFICER-OWNER-PARTNER

BY: [Signature]
AGENT OR ATTORNEY-IN-FACT (SEAL)
Blaine Allen



END OF SECTION

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCIA

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir a Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-
nias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



InscO Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.InscODico.com

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

*****Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Monica Campos, jointly or severally*****

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Gregg N. Okura*
Gregg N. Okura, Vice-President



State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

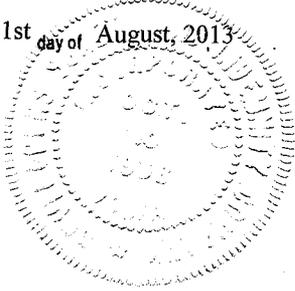
Signature *Gina L. Garner*
Gina L. Garner, Notary Public

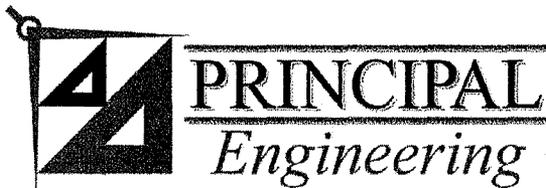
CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21st day of August, 2013

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary





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ADDENDUM NUMBER 1

August 16, 2013

City of Mandeville

PW CMA004F Isaac Recovery Water Meter Replacement

The following Addendum to plans and specifications shall be considered a part of the Contract Documents and modifies the original contract documents as noted below.

Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification. Bidder is responsible to disseminate this Addendum to all subcontractors and material suppliers concerned. This Addendum does not change the original bid date and time.

Section 1 - General

- A new bid form has been supplied.
- A copy of the attendance sheet from the pre-bid meeting (8/7/13) has been supplied.

Section 2 - Questions Received Prior to, During, and After Pre-bid Meeting

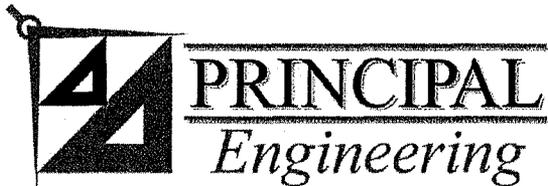
1. How old is the existing system?
The current system's age varies.
2. What percentage of the meters schedule for replacement are (a) located in residential setting with zero lot lines, one after another, traditional neighborhoods; (b) located in rural environment such as on county roads, 1+ acre lots, in pastures, etc.; (c) located in commercial settings (size not relevant) such as strip malls, fast food, etc.
The existing water meters are located in a residential area. Approximately 95% are as defined in item (a) and up to 5% are as defined in item (c).
3. Main to meter services: What percent of services is the contractor likely to encounter (a) percent of Poly services; (b) percent of copper services, (c) percent of PVC services, (d) percent of galvanized services; (e) percent of other services?
The types of services vary and cannot be estimated by percentage.

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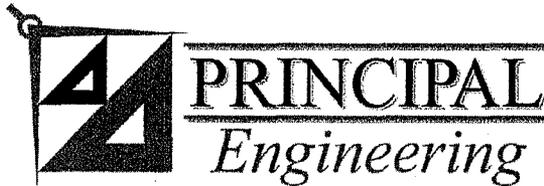
4. What type of existing meter boxes will the contractor encounter? (a) percent of cast iron boxes currently in place; (b) percent of concrete boxes currently in place; (c) percent of plastic boxes currently in place; (d) percent of small oval boxes currently in place; (e) percent of Ford style yoke boxes currently in place; (f) percent of other boxes currently in place.
The majority of the existing meter boxes are plastic [item (c) above]. Approximate percentages of the other types of meter boxes are unknown.
5. What type of existing meter box lids will the contractor encounter? (a) percent of cast iron lids; (b) percent of concrete lids; (c) percent of plastic lids.
The majority of the existing meter box lids are plastic [item (c) above]. Approximate percentages of the other types of meter boxes lids are unknown.
6. Are the meters on setters?
Some meters may be on setters. The Contractor should not have to adjust the height of the meter or replace the existing setter.
7. Are the meters set on spuds (meter nuts), expansion wheels, etc.?
Some of the meters may be on spuds. The Owner has recently removed spuds/expansion wheels that have been located.
8. Are the meters in hard surfaces? If so, and the meter cannot be replaced without removing and resetting the existing box, will a separate line item be added by the square yard to remove and replace asphalt or concrete? If necessary and no separate line item will address hard surface meters, will this issue be handled by change order or would the utility prefer to address these meters on their own?
A line item has been added for pavement installation. See changes to Section 01025- Measurement and Payment and the bid form in this Addendum.
9. Is a photo of the installation or old meter register required?
Photographic documentation is not required.
10. Is the project for install 798 meters or 650? There is a discrepancy in the contract documents.
The correct quantity is 650, as stated in the bid form. Please see the modifications to Section 00520-Agreement included in this Addendum.
11. Bid Item 3 mentions tie-in's. Please be more specific about this and if we need a part, what is the part and part specification?

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No further information will be provided regarding tie-in's. A tie-in refers to each new water meter must be connected to existing service piping in the current system and functional after each installation.

12. Are the meter boxes to be replaced on an as needed basis?
Yes.
13. Section 00520, Paragraph 1.01A mentions valves. Can you specify what valves need replacing? There is not a line item mentioned for valves.
Refer to revisions Section 00520 – Agreement in this Addendum.
14. Paragraph 3.03 of Section 10430 requires the contractor to document each installation, but is the utility requiring data to be collected electronically to minimize human error?
Existing meters are manual read. Per the specifications, the Contractor is required to populate a spreadsheet including GPS coordinates and the current meter reading.
15. Please describe Bid Item 6 – if sod is attainable, from where shall the sod be required?
Pay Item 6 is as described in Section 01025 – Measurement and Payment. The Contractor may choose the location from which to obtain any necessary sod. Sod shall meet the specifications as described in Section 02345 – Sodding.
16. What is the anticipated length of time for processing Contractor invoices?
Invoices will be processed as per Article 14 of General Conditions.
17. Will the Owner provide additional information regarding addresses and locations of existing water meters, other than that provided in the Contract Documents?
The Owner and the Engineer will work with the Contractor during construction to locate meters and associate them with the correct address for accurate documentation.
18. Is the Owner maintaining ownership of the existing meters?
Yes, the existing meters are to be returned to the City. See modifications to Specification 10430, Paragraph 1.06 in this Addendum.
19. What is the Engineer's estimate for this project?
\$272,000
20. What size are the water meters and are there various sizes?

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All of the meters to be replaced are 5/8" x 3/4".

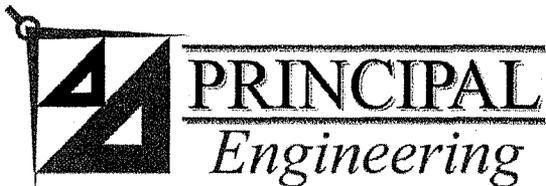
21. Will the new meters be manual read or radio read?
The base bid will be for manual read meters. An alternate bid as been added for radio read meters. See modification to the bid form Section 01025 – Measurement and Payment in this Addendum.
22. Is a particular manufacturer specified?
A particular manufacturer is not specified for the water meters; however, all water meters must be supplied by the same manufacturer. In regards to the meter boxes, refer to Section 10430 – Water Meters of the specifications manual.
23. Are parts outside of the meter box expected to be changed out as part of this project?
No; however, if malfunctioning parts other than the water meter are discovered, it will be addressed at that time during construction.
24. Are there any lead lines associated with the existing meters?
There are no lead lines known to the Owner. If lead lines are discovered, it will be addressed during construction.
25. Is a composite meter acceptable?
Composite meter (Sensus Accustream or equal) will be accepted.
26. Are any of the water meters inaccessible and/or buried?
All of the meters for this project should be accessible. The Owner and/or the Engineer will assist in locating meters if necessary.
27. What permits, if any, are required for the completion of the project?
None will be required.
28. What is the anticipated start date of the project?
September 2013.
29. Are meters in setters, or are they connected with straight meter couplings?
Some meters may be on setters. The Contractor should not have to adjust the height of the meter or replace the existing setter.
30. What percentage of meter boxes requiring replacement is located in concrete/asphalt?
1% or fewer of the meter boxes are located in a concrete/asphalt setting.

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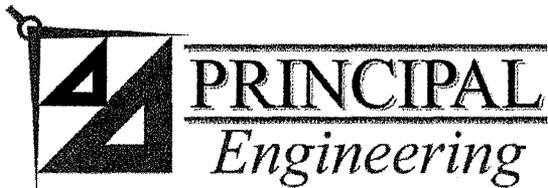
31. What is the primary service line make-up? (i.e., plastic, copper, galvanized)
The types of services vary.
32. What is the age of the service lines?
The current system's age varies.
33. What is the procedure for inoperable valves?
Repair and replacement of valves is not intended to be a part of this contract. If a valve is found to be inoperable, the utility owner will repair it or a change order will be issued to the Contractor for its repair and/or replacement.
34. Does the Engineer/Owner require digital picture of the before/after meter installation?
No.
35. Is prevailing wage required?
No.
36. Is the Contractor required to store of the water meters?
The Contractor will be responsible for quantifying and providing inventory of the used meters before delivery to the Owner. The Owner will work with the Contractor with regard to delivery of used meters. For the new meters, the Contractor will be required to store the new meters until they are installed. This will be at no direct pay.
37. Will every meter require valve replacement? If so, what are the specifications?
Valve replacement should not be required.
38. Is the Contractor required to interface with Owner's billing system? If so, what is the current billing system?
No, interfacing will not be required. The Engineer/Owner will provide the Contractor with relevant information.
39. Can a separate bid be submitted for AMR (radio-read) meters?
An alternate has been added to the bid form for radio-read meters. The Contractor shall bid accordingly.

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The following revisions are hereby made a part of the Contract Documents as if written therein:

Section 3 – Revisions to Contract Documents

1. Section 00520 - Agreement
 - a. Modify Article 1.01 to read:

“Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Removing and installing water meters including meters, water meter boxes and incidentals.”

Section 4 – Revisions to Technical Specifications

- a. Section 01025 – Measure and Payment

- i. Modify title of Paragraph 1.03, Part C to read:

“C. Item 3 – Manual-Read Water Meters”

- ii. Modify first sentence of Paragraph 1.03, Part C, No. 1 to read:

“This item shall be full compensation for furnishing all labor, materials, plant, equipment, and incidentals necessary to provide and install new **manual-read** water meters, including tie-ins and incidentals, and operational testing, as per the technical specifications.”

- iii. Add Paragraph 1.03, Part G to read:

“G. Item 7 – Pavement Installation

1. Description & Measurement:

This item shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to restore paved areas where meter box requires removal. This includes sawcutting, asphalt, concrete, and incidentals. Measurement of this item shall be made per each pavement restoration as accepted by the Engineer.

2. Payment:

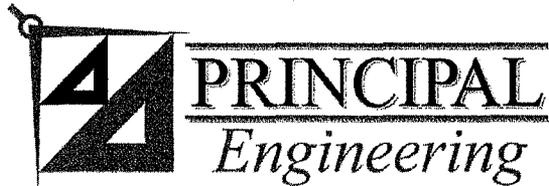
Payment for this item shall be made per each at the unit price specified in the unit price bid table.”

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iv. Add Paragraph 1.03, Part H to read:

“H. Item 8 – Radio-Read Water Meters

1. Description & Measurement:

This item shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to provide and install new radio-read water meters, including tie-ins and incidentals, and operational testing, as per the technical specifications. This item also includes documentation of each meter installed (GPS coordinates and addresses). Measurement of this item shall be made for the addition to Pay Item 3 per each service installed and accepted by the engineer.

2. Payment:

Payment for this item shall be made per each at the unit price specified in the unit price bid table.”

b. Section 10430 – Water Meters

i. Modify Paragraph 3.01, Part E to read:

“E. Each meter location site shall be restored to pre-existing conditions after installation. This may include, but is not limited to, backfilling, planting sod to match existing species in disturbed areas (as per Section 02345), and/or concrete and/or asphalt patching. Concrete or asphalt patching shall be between existing joints or neat sawcuts, and conducted in accordance with applicable sections of the LSSRB.”

ii. Add Paragraph 1.06, Part B to read:

“B. The Contractor shall produce a written inventory and deliver the used meters to the Owner. The used meters shall be placed on pallets for ease of delivery and acceptance by the Owner.”

END ADDENDUM NUMBER 1

Corporate Office: 1011 N. Causeway Blvd., Suite 19 ♦ Mandeville, LA 70471 ♦ P: 985.624.5001 ♦ F: 985.624.5303

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SECTION 00480
AFFIDAVITS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Lee Gregory, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Operating Manager OF RA3 Utilities, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR City of Mandeville - Isaac Recovery, BID NO. FEMA - PW - CMA 004F Water Meter Replacement, 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.

[Signature]

AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 20
DAY OF Aug., 20 2013

[Signature]
NOTARY PUBLIC



NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF St Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Lee Gregory, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Operating Manager OF RG3 Utilities LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR City of Mandeville - Isaac Recovery, BID NO. FEMA-DW-CMAOCHF Water Meter Replacement 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.

[Signature]
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 20th
DAY OF Aug., 2013

[Signature]
NOTARY PUBLIC



ATTACHMENT "A"

CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Tammany

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared:

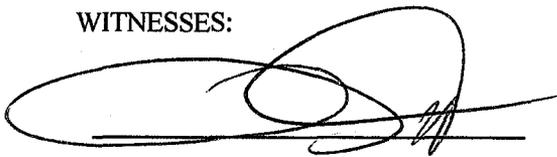
Lee Gregory; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of RG3 Utilities, LLC 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

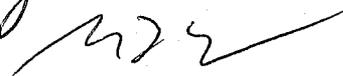
That, RG3 Utilities, LLC will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana; and

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:


Leah Sparks

CONTRACTOR: RG3 Utilities LLC

By: Lee Gregory 

Sworn to and subscribed before me this 20 day of Aug., 2013

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.

SECTION 00485

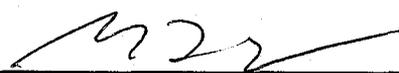
CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
RG3 Utilities LLC
INCORPORATED.

AT THE MEETING OF DIRECTORS OF RG3 Utilities LLC
INCORPORATED, DULY NOTICED AND HELD ON 1.5.2012,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT Michael "Lee" Gregory, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND
TRANSACTIONS WITH THE CITY OF MANDEVILLE OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A
TRUE AND CORRECT COPY OF AN EXCERPT OF
THE MINUTES OF THE ABOVE DATED MEETING
OF THE BOARD OF DIRECTORS OF SAID
CORPORATION, AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.



SECRETARY-TREASURER

8/20/2013

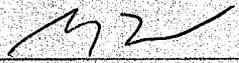
DATE

MINUTES OF A MEETING OF SHAREHOLDERS of RG-3 Utilities, LLC (the "Corporation") held at 304 Forest Hills Drive, Hallsville, Tx 75650 on January 5th, 2012.

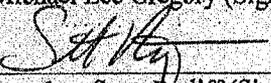
The following Shareholders were present, constituting all Shareholders: Michael Lee Gregory, Jonathon Scott Ratliff.

All the Shareholders of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.

The following memorandum was then read and ordered to be inserted in these minutes: "We, the Shareholders of the Corporation consent to this meeting being held at the above time and place and do waive notice and publication of this meeting and consent to the transaction of such business as may have come before it, as testified by our signatures below.



Michael Lee Gregory (Signature)



Jonathon Scott Ratliff (Signature)

UPON A MOTION DULY MADE, seconded and unanimously carried, Michael Gregory acted as Chairperson of the meeting and Michael Gregory as Secretary of the meeting.

The Chairperson presented to the meeting and the following resolutions were offered, seconded and unanimously adopted.

BACKGROUND:

1. The Corporation is a corporation organized and operating in accordance with the laws of the State of Texas.
2. The Shareholders desire to make certain resolutions.

IT WAS RESOLVED THAT:

1. WHEREAS, the members has determined it to be in the best interest of the RG-3 Utilities, LLC that Michael Lee Gregory, Jr. is appointed as Chief Executive Officer of company and that Michael Lee Gregory, Jr. As such to have full authority to bind, execute contracts, and execute any documents that act in the best interest of company.
2. WHEREAS, the members has determined it to be in the best interest of the RG-3 Utilities, LLC that Jonathon Scott Ratliff is appointed as Chief Operations Office of company and the Jonathon Scott Ratliff. As such be directed to sign and execute necessary documents to act in the best interest of the company. .

3. WHEREAS, the members has determined it to be in the best interest of the RG-3 Utilities, LLC that Katrina Gregory is appointed as Chief Financial Officer. As such is directed to sign and execute necessary documents to act in the best interest of company.
4. There being no further business to come before the meeting, the meeting was adjourned.

DATED in the State of Texas, this 5th day of January, 2012.



Michael Gregory (Secretary)

