

INVITATION TO BID

IESI LA Corporation ("OWNER") is requesting bids for construction activities associated with IESI Covington Pickup Station ("Project") located on Hwy 25, Covington, Louisiana. Sealed bids will be received by the OWNER until **Wednesday, May 13, 2009, 2:00 p.m. C.S.T.**, after which time proposals will be opened in private and evaluated as to the content and price. The original and one copy of your bid shall be sealed in an envelope and sent to SIGMA. ("Project Manager"), one copy sent to Coastal Waste Services, and one copy sent to IESI LA Corporation. Fax copies of the bid will be accepted if they are received prior to bid deadline and hard copies of the bid are received within 24 hours of the bid deadline.

Sigma Engineers

and Constructors, Inc
Attn: Dale L. Steib, P.E.
10305 Airline Highway
Baton Rouge, LA 70809
Bid Proposal Enclosed
Ph: 225-298-0800
Fax: 225-298-0255

Coastal Waste Services, Inc.
Attn: Steve Smith
310 Howze Beach Ln.
Slidell, LA 70461
Bid Proposal Enclosed
Ph: 985 781-3171
Fax: 985 781-3191

IESI LA Landfill Corporation
Attn: Mike Friesen
2301 Eagle Parkway, Suite 200
Fort Worth, TX 76177
Bid Proposal Enclosed
Ph: 817-632-4246
Fax: 817-632-4247

Basic Work to be performed under this contract shall include, but not be limited to:

Top Soil Stripping/Disposal
Structural Soil cut back from pad to accommodate Footing/Foundation
Structural Fill Placement/Compaction/Grading
Crushed Concrete Supply/Placement
Pickup Station Foundation
Independent Scale Foundation
Maintenance Building Foundation
Fabricated Steel including deflector plates/catwalk/grating
Erection of Prefabricated Steel Building (previously ordered and stored onsite)
Supply Prefabricated Steel Office Building
Erection of Prefabricated Steel Office building
Total Build out of the Prefabricated Steel Office building
Site Wide Electrical to/for all Buildings
Site Wide Mechanical/Plumbing
Water Well Supply/Installation
Sanitary Package Plant Supply/Install
Total Coordination with Scale Vendor

All equipment, material, and labor must be in accordance with these Contract Documents.

A mandatory Pre-bid meeting will be held on Wednesday, April 22, 2009 at 10 am at the site.

The Contract Documents and necessary information may be obtained from SIGMA, if not enclosed herewith. Only one (1) set of bid documents will be provided to any particular Contractor. Contractors are required to use the printed forms contained in or referenced in the Contract Documents.

CONTRACTOR will mobilize and commence work within 7 days of receiving notice to proceed from OWNER.

The OWNER reserves the right to delete any bid item listed on the Bid Form, to reject any or all bids, to waive any irregularities, to negotiate the terms of any bid or the terms of the Contract Documents with any Contractor and to select the winning bid in its sole discretion. Nothing herein shall require the OWNER to select the lowest dollar bid or any bid. The Contractors agree that such deletion or rejection shall be without liability on the part of the OWNER for any penalty brought by the CONTRACTOR because of such deletion or rejection, nor shall the CONTRACTOR seek any recourse of any kind against the OWNER because of such deletion or rejection. No Contractor may withdraw his bid for a period of sixty (60) days following the Bid Date. All Bids shall be guaranteed for a period of sixty (60) days following the Bid Date. The submission of the bid in response to this invitation shall constitute an agreement of the CONTRACTOR to all conditions set forth in the Bidding Documents.

The Contractor may submit an additional bid with their official “as designed” bid which reflects a value based bid. This bid should include a list of items or design considerations that the contractor considers to be an equal along with the total supplied/installed costs savings for this consideration.

IESI/Sigma welcomes this additional value bid but the contractor would need to have these suggestions reviewed and approved prior to the usage.

IESI also reserves the right to remove any set portion of the work from the project prior to award. This may need to be done if bids are more than the previously estimated budget.

INSTRUCTIONS TO CONTRACTORS

1.0 GENERAL

The purpose of the Bid Documents is to provide for the furnishing of all equipment, materials and labor required to complete the Work as set forth herein. The successful CONTRACTOR will be required to furnish all equipment, materials and workmanship to comply fully with the requirements of the Contract Documents.

2.0 DEFINED TERMS

Terms used in the Bid Documents which are defined in the General Conditions to the Contractor Agreement have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Contractors have the meanings indicated below which are applicable to both the singular and plural thereof.

Alternate Bid: An alternate to the Bid submitted by a Contractor in addition to the Bid.

Bid: The offer or proposal of the CONTRACTOR submitted on the prescribed form setting forth the prices for the Work to be performed.

Bid Date: The date and time by which Bids are due to the OWNER as specified in the Invitation to Bid.

Bid Documents or Bidding Documents: The Invitation to Bid, Instructions to Contractors, the Bid Form, and the proposed Contract Documents.

Bidding Requirements: The advertisement or Invitation to Bid, Instructions to Contractors, and the Bid Form.

Bid Security: The security, if any, required by the OWNER.

Contractor: One who submits a Bid directly to OWNER as distinct from a sub-Contractor, who submits a bid to a Contractor.

Notice of Award: The written notice by OWNER to the apparent successful CONTRACTOR stating that upon compliance by the apparent successful CONTRACTOR with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Project Manager: One who oversees Work performed by CONTRACTOR on behalf of OWNER.

Successful Contractor: The CONTRACTOR to whom the OWNER, on the basis of an OWNER evaluation of the Bid, awards the Agreement for the Work.

3.0 COPIES OF THE BIDDING DOCUMENTS

Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the OWNER entity issuing the bid.

Complete sets of Bidding Documents must be used in preparing Bids; the OWNER does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The OWNER, in making 1 copy of Bidding Documents available at no charge, thereby does so only for the purpose of obtaining Bids on the Work, and the OWNER does not confer a license or grant for any other use.

4.0 QUALIFICATIONS OF CONTRACTORS

The only Bids that will be considered are those which are offered by Contractors who can show evidence satisfactory to the OWNER of their satisfactory completion of work of the type and size comparable to the Work covered by the Contract Documents.

A list of such work shall be entered into the appropriate space in the Bid Form.

To demonstrate qualifications to perform the Work, each Contractor must be prepared to submit, at the OWNER'S request, a completed and notarized AIA Document A305 and other documented evidence, such as financial data, previous experience, present commitments and other such data as may be called for herein or as specified elsewhere in the Contract Documents. Each Bid must contain evidence of CONTRACTOR'S qualification to do business in the State or Province where the Project is located or covenant to obtain such qualification at CONTRACTOR'S sole cost and expense prior to award of the Contract.

The CONTRACTOR should provide detailed resumes of all key personnel with its bid.

5.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Contractor before submitting a Bid, to (a) examine the Bidding Documents, (b) visit the site (site visits must be scheduled with the OWNER) and become familiar with local conditions that may affect the Work, (c) consider applicable laws and regulations that may affect the Work, and (d) consider any other factors that may affect the Work and the Bid of Contractor.

Attachments 1, 2, and 3 of the Technical Specifications include a list or copies of those reports and plans used by the Project Manager in preparation of the Contract Documents. Copies of any such reports and plans will be made available by OWNER to any prospective Contractors of record on request prior to submitting the Bid. CONTRACTOR may rely upon the data contained in such reports and plans for informational purposes only. OWNER makes no guaranty or warranty, implied or otherwise, as to the accuracy or completeness of such reports and plans.

Before submitting a Bid, any Contractor may, at CONTRACTOR'S own expense, make any additional examinations, investigations, explorations, tests and studies and/or obtain

any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents. All such activity shall be specifically described in scope, purpose and methodology prior to any consideration by the OWNER.

OWNER must approve any such activity prior to commencement. CONTRACTOR agrees that OWNER'S refusal or inability to allow any such activity will not be cause for any adjustments. OWNER must receive the complete results of all such work five (5) days prior to the Bid Date. Any such information may be used to issue interpretations and addenda.

6.0 INTERPRETATIONS AND ADDENDA

Interpretations of the Bidding Documents will be made only by an Addendum, issued by the Project Manager or OWNER. One copy of each Addendum will be issued only to prospective Contractors of record. Receipt of these Addenda must be acknowledged in the space designated in the Bid Form.

No addenda will be issued within the last three (3) days before the Bid Date.

7.0 SPECIFICATION OF PARTICULAR EQUIPMENT OR MATERIAL

The Bid must be based on the materials and equipment specifically mentioned by name in the Specifications or in Addenda issued by the OWNER that modifies the Bid.

The CONTRACTOR may prepare alternate material or equipment to be supplied and the resulting price, so long as the primary Bid is first complete in addressing the specified materials and equipment. The OWNER shall determine the acceptability of any such proposal in its sole discretion. Any such proposal must be received by the OWNER five days prior to the Bid Date. If any such proposal is acceptable, the OWNER'S approval will be set forth by an Addendum issued by the OWNER to that effect.

The CONTRACTOR will submit an equipment schedule in conjunction with its Bid if required by the Bid Form or the OWNER. This schedule will provide the OWNER with a complete description of each individual piece of major equipment available to complete the required Work.

8.0 DIVISION OF WORK IN SPECIFICATIONS

The Specifications are separated into sections only for convenience in defining the Work and shall not require the CONTRACTOR to employ any particular craft or skill unless otherwise specifically required by the Contract Documents or applicable law.

9.0 SUBCONTRACTORS, SUPPLIERS AND OTHERS

Upon the OWNER'S request any Contractor shall submit to OWNER a list of all subcontractors, suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar

projects and other evidence of qualification for each such subcontractor, supplier, person or organization if requested by OWNER. If the OWNER has objection to any proposed subcontractor, supplier, other person or organization, the OWNER may, before the Notice of Award is given, request the apparent Successful CONTRACTOR to submit an acceptable substitute.

10.0 BID FORM

The Bid Form is included with the Bidding Documents. Additional Bid Forms or electronic versions of the bid forms may be obtained from the Project Manager.

All blanks on the Bid Form must be typed or completed in ink. Any corrections in the bid entries must be typed or completed in ink and initialed by the Bid signatory.

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and must be attested to by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships, including joint ventures, must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Bids by sole proprietorships must be executed by the proprietor, whose address must be shown below the signature.

Names and titles of all persons signing shall be typed or printed below their signatures.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address, telephone and facsimile numbers for communications regarding the Bid must be shown.

11.0 ALTERNATE BID

The CONTRACTOR shall respond to the Bidding Documents. However, the CONTRACTOR may also submit an Alternate Bid to accomplish the Work. The effect of this Alternate Bid on cost and schedule shall be noted. Alternate Bids which involve changes in the Project Manager's design must include design calculations, specifications, and drawings. The new design's performance must meet or exceed the Project Manager's design. The new design shall be prepared under the supervision of an engineer licensed in the state where the Work shall be performed. The OWNER shall have sole discretion in accepting any alternate Bid.

12.0 SUBMISSION OF BIDS

The CONTRACTOR has been furnished one set of the Bidding Documents containing one copy of the Bid Form. The CONTRACTOR shall submit his Bid by completing and signing in ink, the original Bid form and shall deliver same and copies to the address designated in the Invitation to Bid.

The Bid shall be sealed in an envelope marked with the Contract title, project number, the name and address of the CONTRACTOR, and the **CONTRACTOR'S license number** (in States and Provinces where required) and delivered to the address designated in the Invitation to Bid.

The Bid Document envelope should include the name and address of the OWNER'S Project Manager to receive the bids. Immediately below the recipient's name and address, the CONTRACTOR shall note:

BID DOCUMENT ENCLOSED; DO NOT OPEN UNTIL “CONTRACTOR shall insert the Month, Day and Year of the Bid Date)” “CONTRACTOR shall insert Name of Project)”

The opening date and time shall be as specified in the Invitation To Bid.

The Bid shall be accompanied by a letter, executed by an authorized representative of a corporate surety satisfactory to the OWNER, stating that performance and payment bonds, if required by the Contract Documents, will be furnished by the surety OWNER to the CONTRACTOR in the event it is awarded the Contract. A certified and effectively dated copy of such representative's power of attorney shall be attached to such letter.

If required, a Bid Security shall accompany the Bid.

13.0 PROGRESS SCHEDULE

The CONTRACTOR shall include a detailed work schedule in his Bid. This schedule shall be related to the entire Project and shall indicate the dates for the start and actual date of substantial completion of the various stages of Work.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

15.0 OPENING OF BIDS

Bids will be opened privately.

16.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the OWNER may, in its sole discretion, release any Bid and return any Bid security prior to that date.

17.0 SIGNING OF THE AGREEMENT

The CONTRACTOR to whom the Contract shall have been awarded must execute and deliver the completed original and unaltered Contractor Agreement within three (3) days after receipt of the Notice of Award or forfeit all its rights and interests in the award. The

award may then be made to another Contractor or the Work rebid as the OWNER may elect.

The CONTRACTOR will provide a completed ACORD Certificate of Insurance, Form 25-S and a completed Supplement to the Certificate of Insurance.

18.0 TAXES

The CONTRACTOR will pay any sales or use or other taxes applicable to the Work.

19.0 CONFIDENTIALITY

The CONTRACTOR agrees not to disclose to third parties any confidential information, proprietary information or trade secrets provided to the CONTRACTOR (or his agents or subcontractors) by the OWNER that have not been previously disclosed to the CONTRACTOR by third parties having a right to do so or that is not in the public domain without prior written permission from the OWNER. The CONTRACTOR shall exercise best efforts to safeguard any such information from unauthorized disclosure to third parties. Furthermore, the CONTRACTOR shall not disclose to employees, agents or subcontractors any such information if the CONTRACTOR knows or has reason to know that those persons may be involved in similar work for direct competitors of the OWNER or its subsidiaries or affiliates. In the event of a breach in the provisions hereof, the CONTRACTOR acknowledges that the OWNER shall be entitled to injunctive relief in addition to other remedies provided by law.

20.0 PRE-BID CONFERENCE

A pre-bid conference will be held at the time and location specified by the Instructions to Contractor. Representatives of the OWNER will be present to discuss the Project and the Work. Contractors must attend and participate in the conference. It is anticipated that the Contractors will have familiarized themselves with the Work prior to the date of the conference. OWNER will transmit to all prospective Contractors of record such Addenda as OWNER considers necessary in response to questions arising at the conference. Following the pre-bid meeting a site visit will be conducted. **The Pre-bid conference will be held at the site on April 22, 2009 at 10 am.**

21.0 BID SECURITY

A Bid Bond is not required for this bid. **However, the successful CONTRACTOR is required to furnish a payment and performance bond for the total estimated amount of CONTRACTOR'S bid.**

~~Each Bid shall be accompanied by a Bid Security in the form of a bid bond, cashier's check or certified check, in the amount of ten (10) percent of the total bid, pledging that the CONTRACTOR will enter into the CONTRACTOR Agreement on the terms stated in these Bid Documents and will furnish a Performance and Payment Bond in the amount of the Contract price if required by the Contractor Agreement.~~

If a surety bond is submitted, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who

executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

~~The Bid Security of the Successful Contractor will be retained until such CONTRACTOR has executed the Contractor Agreement and furnished the required Bonds, whereupon the Bid security will be returned. If the Successful Contractor fails to execute and deliver the Contractor Agreement together with the required contract security within three (3) days after the Notice of Award, the OWNER may annul the Notice of Award and the Bid Security of that CONTRACTOR shall be forfeited.~~

~~The Bid Security of other Contractors whom the OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid Security furnished by such Contractors will be returned.~~

22.0 HOLIDAYS

CONTRACTOR will submit a list of observed holidays with the Bid.

23.0 STANDARDIZED DOCUMENT FORMS

The following is a list of American Institute of Architects (AIA), and Engineers Joint Contract Documents Committee (EJCDC) forms which will, if indicated, be used for bidding purposes:

FORM	REQUIRED BY BID DOCUMENTS	
A. AIA Document A305, Contractor's Qualification Statement, 1986 Edition (original form to be provided by CONTRACTOR).	Yes	<input checked="" type="radio"/> No
B. AIA Document A310, Bid Bond, February 1970 Edition (original form to be provided by CONTRACTOR).	<input checked="" type="radio"/> Yes	No
C. ACORD Certificate of Insurance, Form 25-S.	Yes	<input checked="" type="radio"/> No
D. Supplement to the Certificate of Insurance (copy provided in CONTRACTOR'S Required Insurance, Section GC-1400).	Yes	<input checked="" type="radio"/> No

BID FORM

CONTRACTOR

PROJECT IDENTIFICATION: IESI Covington Pickup Station Construction

PROJECT NUMBER:

THIS BID IS SUBMITTED TO: IESI LA Corporation
c/o Sigma Engineers and Constructors, Inc.
10305 Airline Hwy.
Baton Rouge, La 70816

1. The undersigned CONTRACTOR proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified in or indicated by the Contract Documents of the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. CONTRACTOR accepts all of the terms and conditions of the Invitation and Instructions to Contractors, including without limitation those dealing with the disposition of Bid Security.
3. In submitting this Bid, CONTRACTOR represents that:
 - a. CONTRACTOR has examined Bidding Documents, including all Contract Documents and the receipt of all, which is hereby acknowledged.

DATE

NUMBER

_____	_____
_____	_____
_____	_____

- b. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, availability of labor, union or nonunion practices, and all local conditions and laws and regulation that in any manner may affect cost, progress, performance or furnishing of the Work. CONTRACTOR has familiarized itself with storage, lay down and parking areas at the site, and access to the site.
 - c. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; CONTRACTOR has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Bid; CONTRACTOR has not solicited or induced any person, firm or corporation to refrain from bidding; and CONTRACTOR has not sought by collusion to obtain for itself any advantage over another CONTRACTOR or OWNER.
- e. The submission of this Bid constitutes an incontrovertible representative by CONTRACTOR that, without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions or performance and furnishing of the Work.

- 4. CONTRACTOR will complete the Work on a percentage basis that totals for all work required for this project to be:

ESTIMATED CONTRACT PRICE: _____

(\$ _____)

- 5. CONTRACTOR agrees that the Work under the Contract Documents will begin as set forth in the Construction Agreement (line item 3, page 1.16) and shall be Substantially Completed no later than the agreed dates set forth in this Contract Agreement.

Final completion shall be no later than 10 days after the Substantial Completed Day. CONTRACTOR acknowledges that no specific start date and no specific season of the year for performing the Work is guaranteed.

- 6. The following documents are attached to and made a condition of this Bid:

- a. Required Bid Security: None
in the form of: _____ N/A
in the amount of: _____ N/A
- b. Tabulation of Subcontractors, Supplies, and other persons and organizations.
- c. CONTRACTOR'S preliminary Schedule of Values.
- d. Preliminary construction progress schedule itemized by activity of Work as set forth in CONTRACTOR'S Schedule of Values.
- e. CONTRACTOR'S License.

7. Communications concerning the Bid shall be addressed to CONTRACTOR as indicated below:

Name: _____

Address: _____

Telephone No.: _____

8. The CONTRACTOR certifies and acknowledges that the following work has been completed solely under his direction and invites detailed attention to ten (10) projects (minimum of ten projects) listed below:

<u>Project</u>	<u>Location</u>	<u>Contact Person</u>	<u>Telephone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBMITTED on _____, 2009.

I hereby certify that as CONTRACTOR I/We have examined and carefully prepared the Bid from the Bidding Documents and have checked the same in detail before submitting the Bid, and that all statements herein are made on behalf of:

An Individual

_____ (Signature) _____ (Seal)

doing business as _____
(Firm Name)

Business address:

Phone No.: _____

A Partnership

_____ (Firm Name) _____

By: _____ (Signature) _____ (Seal)
(Typed Name) (General Partner)

Business address: _____

Phone No.: _____

A Corporation

_____ (Corporate Name)

By: _____ (Signature) _____ (Corporate Seal)
(Typed)

_____ (Title)

Attest _____ (Signature) _____
(Typed Name) (Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

(Joint Venture Name)

By: _____ (Signature) _____
(Typed) (Name)

Address: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above).

Sworn and subscribed to before me this

_____ day of _____, 2009.

Notary or other officer
authorized to administer oaths

My commission expires: _____

EXHIBIT A-1

AGREEMENT QUALIFICATIONS / EXCEPTIONS

PROJECT NAME: IESI Covington Pickup Station

Any other qualifications to this Agreement that are not listed on Exhibit A will not be valid. Except as expressly stated herein, the terms and conditions of this Agreement will take precedence over any CONTRACTOR terms and conditions. The following project specific Agreement Qualifications will apply to this Agreement (if none so state and sign as required below):

COMMERCIAL:

TECHNICAL:

I hereby accept the above listed Agreement Qualifications:

OWNER

CONTRACTOR

IESI LA Corporation

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Authorized Agents Typed Name and Title)

Its: _____
(Authorized Agents Typed Name and Title)

Date: _____

Date: _____

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2009, by and between IESI LA Corporation, a Delaware corporation (“IESI”), having a mailing address of 2301 Eagle Parkway, Suite 200, Fort Worth, Texas, 76177, and _____ (“Contractor”), having a mailing address of _____ for the construction of the IESI Covington Pickup Station to be carried out on Hwy 25, Covington, Louisiana (“Property”).

1. Contract Documents. The “Contract Documents” consist of this Agreement, the plans, drawings and specifications prepared by IESI and bid values designated on **Exhibit “A”** hereto, Contractor’s proposal attached hereto and all Change Orders (hereinafter so called) issued by IESI and accepted by Contractor in writing after the execution of this Agreement. Said Contract Documents form the contract between the parties, and is fully a part of the contract as if attached to this Agreement. If anything in the Contract Documents is inconsistent with this Agreement, this Agreement shall control.

2. The Work. Contractor agrees to complete the work (hereinafter referred to as the “Work”) as outlined in Exhibit “B” and in accordance with the Contract Documents.

3. Commencement. IESI and the Contractor recognize that time is of the essence in this Agreement and that the IESI will suffer financial loss if the Work is not completed within the time specified in the schedules and agreed dates set forth in the Contract Documents. The Work shall be commenced on or before the _____ of _____, 2009 (the “Start Date”). The Work shall be substantially completed no later than the ____ day of _____, 2009 (the “Completion Date”), as set forth in the schedule attached hereto as **Exhibit “B,”** subject to adjustment for events beyond the reasonable control of Contractor.

4. The Contract Price and Progress Payment. In consideration of Contractor’s performance of the Work, IESI shall pay Contractor \$_____ as set forth on Contractor’s proposal attached hereto as **Exhibit “A,”** in cash or immediately available funds. In the event that the Contractor desires to do any Work that is outside the scope of this Agreement, the Contractor must obtain the written consent of IESI or IESI’S Representative and the parties shall negotiate a price if it is not covered in **Exhibit “A”**. In the event the Contractor needs to go beyond the Assumed Amount, the Contractor will first have to notify and obtain written approval from IESI or IESI’S Representative. After IESI approves the Contractor’s request to go beyond the Assumed Amount and IESI verifies the amount the Contractor exceeded the Assumed Amount, the extended price to be paid to the Contractor in excess of the Assumed Amount will be adjusted based on the change in quantities. Within fifteen (15) days of the end of each thirty (30) day period following commencement of the Work, Contractor shall submit to IESI an invoice filled out and signed by the Contractor. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. With each invoice Contractor shall submit to IESI the following documentation: an itemization reflecting the Contractor’s schedule of values, previous payments, any retainage, and waivers of the right to file a mechanics’ lien or any similar lien for itself, all subcontractors, and suppliers who have supplied labor or materials or both for which payment is requested, subject only to the receipt of the requested payment by utilizing a form in “AIA Format” or similar. IESI shall pay during the performance of the Work 90% of approved portions of each invoice and withhold 10% retainage, less an amount adequate to cover the cost of all defective, rejected or incomplete Work or Contractor’s performance of the Work and all claims or demands made or liens filed by any person or entity against IESI, the work or the project site on account of defective or incomplete Work. Contractor’s performance of the Work or failure to pay subcontractors, laborers or vendors, shall be paid upon certification of Contractor’s completion of the Work. The amount of retainage shall in no way limit Contractor’s liability under this Agreement. Under no circumstances shall the amount paid to the Contractor exceed

\$_____ (the "Maximum Contract Price"). In the event the Contractor desires to be paid within 15 days of the invoice and provides notice to IESI'S Representative, IESI will receive a two percent (2%) discount on that invoice.

5. Contractor.

5.1 Contractor shall supervise and direct the Work and Contractor shall be responsible for construction methods and procedures and for coordinating the Work under this Agreement. Except as provided by IESI, Contractor shall furnish labor, materials, equipment, tools, machinery, transportation, and other facilities and services reasonably necessary to complete the Work in a workmanlike manner in general accordance with the Contract Documents.

5.2 All instructions, approvals, disapprovals and other communications to the Contractor, which are delivered to its designated representative, shall be effective against the Contractor when so delivered.

5.3 Contractor warrants to IESI that the Work and the materials and equipment incorporated into the Work will be of good and workmanlike quality and that the Work will be in general conformance with the Contract Documents. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by IESI'S Representative's approval of shop drawings or other submittals unless the Contractor has specifically informed IESI'S Representative, in writing, of the deviation at the time of submittal, and IESI'S Representative and IESI have given written approval of the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings or other submittals by IESI'S Representative's approval of them. Moreover, if the Contractor or its subcontractors at any time believe that any of the materials or design features called for in the Contract Documents would be unsuitable to accomplish proper and complete construction of the Project, the Contractor shall immediately notify IESI'S Representative and seek direction before proceeding.

5.3 Contractor shall secure and pay for the building permit (unless otherwise specified by IESI) and such other permits and governmental fees, licenses and inspections as set forth in the Contract Documents. Contractor shall give notices and comply with laws, ordinances, rules, regulations, statutes, policies and orders of any public authority bearing on the performance of the Work; provided, however, that Contractor shall not be responsible for any loss or damage occurring as a result of the failure of the Contract Documents to comply with any such laws, ordinances, rules, regulations, statutes, policies and orders of any public authority bearing on the performance of the Work. Contractor shall notify IESI if Contractor discovers that the Contract Documents do not comply with laws, ordinances, rules, regulations, statutes, policies and orders of any public authority bearing on the performance of the Work.

5.4 Contractor shall pay local, state (Louisiana) and federal taxes, including sales, use, consumer, excise and similar taxes, and unemployment and employee withholding, as may be applicable in connection with the Work to the extent such taxes are included in the Maximum Contract Price.

5.5 Contractor shall maintain an orderly work area. At the substantial completion of the Work, Contractor shall remove any waste and rubbish from and about the site.

5.6 Contractor may not exceed the Completion Date in completing the Work, except as may be approved in writing by IESI or reasonably caused by events beyond the reasonable control of Contractor. If the Contractor anticipates any delay, the Contractor shall give written notice to IESI within 24 hours and such delay shall be mutually agreed upon by both parties. In the event that the Work is not completed by the Completion Date, both parties acknowledge that IESI will be subject to substantial damages including, without limitation, loss of income from operation of IESI'S business at the Property. Accordingly, instead of requiring any such proof, IESI and the Contractor agree that as liquidated damages (not as a penalty) for delay the Contractor shall pay IESI \$1,500.00 for each day that expires after the time specified in the Contract Documents.

6. Subcontracts. Contractor shall make payment to its subcontractors for Work performed and/or materials supplied in accordance with Contractor's applicable subcontracting or purchase order terms.

7. Time. Contractor shall perform the Work and achieve substantial completion within the time set forth in Section 3, subject to Section 5.6.

8. Payments and Completion. Payment shall only be withheld on account of (1) defective Work not timely remedied, (2) persistent failure of Contractor to make payments properly to subcontractors or for labor, materials or equipment, and (3) persistent failure to timely carry out the Work in general accordance with the Contract Documents.

9. Insurance. Contractor shall maintain (a) Workers' Compensation Insurance in an amount not less than the applicable statutory limits and Employer's Liability Insurance in an amount not less than \$500,000 , (b) Comprehensive Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit, (c) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and (d) completed form Builder's Risk Property Insurance upon the Work for the amount of the Maximum Contract Price. Upon the written request of IESI, Certificates of Insurance evidencing the above insurance coverage shall be furnished to IESI before Contractor starts any Work. Insurance similar to that required of Contractor shall be obtained by subcontractors to cover their operations performed under this Agreement; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each subcontractor's operations.

10. Indemnification. TO THE EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE IESI AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENT PERFORMANCE OF THE WORK BY CONTRACTOR, IT EMPLOYEES OR SUBCONTRACTORS, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF). THE INDEMNIFICATION OBLIGATION OF CONTRACTOR CONTAINED HEREIN WILL ONLY APPLY TO CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF THE WORK PERFORMED HEREUNDER, BEGINNING ON START DATE, THROUGH FINAL COMPLETION OF THE WORK.

11. Changes in the Work. IESI may request changes in the Work consisting of additions, deletions or modifications, the Maximum Contract Price and time for substantial completion being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by IESI and Contractor. The prices and time for substantial completion may be changed only by Change Order. The cost to IESI and/or any credit due to IESI from a change in the Work shall be determined by mutual agreement of IESI and Contractor.

12. Correction of Work. Contractor shall correct any Work failing to substantially conform to the Contract Documents within one (1) year from the date of substantial completion of the Work.

13. Duty to Report Errors Or Other Conditions that May Interfere with Proper Construction. If the Contractor discovers any omissions or errors in the Contract Documents, the Contractor shall immediately call them to the attention of IESI'S Representative. Similarly, if the Contractor becomes aware of any condition in the Property, apparent requirement of the Contract Documents, or other factor that it believes may interfere with achieving proper and sound construction of the Project, the Contractor shall immediately call this to the attention of IESI'S Representative, and seek further clarification and direction as to how to proceed.

14. Tests and Inspections. IESI may require testing or inspection to determine the acceptability of materials or workmanship under the Contract Documents. The Contractor shall furnish samples of all materials and component parts of the Work required as test specimens in connection with the testing and inspection services. All inspection or testing shall be done in a timely manner so as to avoid unnecessary delay in the completion of the Work. The cost of any such additional testing and inspection shall be borne by IESI unless it is determined that the means or methods of construction, materials or workmanship were not in conformity with the Contract Documents, in which case the costs shall be borne by the Contractor.

15. Defective Work or Materials.

15.1 Workmanship or materials not conforming to the requirements of the Contract Documents are hereby deemed to be rejected, whether in place or not, and regardless of whether or not such materials have been expressly rejected by IESI'S Representative or IESI.

15.2 Rejected materials or Work shall be immediately removed from the site, and the Contractor shall promptly thereafter replace such rejected work or materials and shall repair and replace any contiguous Work (including work of any other contractors or the IESI) which is damaged in the course of the removal and replacement of the non-conforming Work, all at the Contractor's sole expense and without any extension of time. If the Contractor fails promptly and satisfactorily to comply with IESI'S request to remove and replace non-conforming materials or Work and replace it in accordance with the Contract Documents, IESI may, without prejudice to any other remedies it has:

15.2.1 cause the removal and replacement of the material or Work and either withhold the cost from future payments to the Contractor or charge the Contractor for the cost, or

15.2.2 terminate the Contractor's right to proceed in accordance with the default provisions of Section 15 hereof.

15.3 No rejected material, the defects of which have been subsequently corrected, shall thereafter be used in the Work, unless its use has been approved, in writing, by the IESI, and unless the Contractor furnishes to IESI such additional warranties and guarantees as IESI may deem proper.

5.4 If IESI elects to accept Work which is not in conformity with the requirements of the Contract Documents, rather than requiring that it be removed and replaced, the compensation otherwise due to the Contractor under the Agreement shall be reduced as appropriate and equitable, regardless of whether or not Final Payment has been made. However, the Contractor shall not have

the right to require IESI to accept any non-conforming Work or materials, with or without a credit. Neither progress payments nor final payment shall be regarded as IESI'S acceptance of defective Work or materials, or as a waiver of its rights and remedies with respect to such defective Work or materials.

15.5 IESI'S or IESI'S Representative's failure to order the removal of defective or non-conforming Work shall not constitute an acceptance of such Work, nor shall such failure relieve the Contractor of its responsibility therefore.

16. Termination for Default.

16.1 Material Breach. The Contractor materially breaches the Agreement if:

16.1.1 the Contractor fails promptly to pay for materials, supplies, labor, or other items purchased or used in connection with the Project;

16.1.2 the Contractor fails to carry out the Work promptly, in accordance with any agreed schedules, or misses any milestones that have been established;

16.1.3 the Contractor fails, due to strikes, picketing, boycotts, cessations or slowdowns of work, or for any other reason, to supply a sufficient number of properly skilled supervisors, workers, or a sufficient quantity of materials, equipment, or supplies of the appropriate quality to properly and expeditiously carry out the Work;

16.1.4 the Contractor disrupts or interferes with, or threatens to disrupt or interfere with the IESI'S operations, for any reason;

16.1.5 the Contractor has filed against it any lien for unpaid taxes by federal, state or municipal authorities;

16.1.6 the Contractor fails to make such progress in the Work as IESI reasonably believes is necessary to achieve any agreed milestone, or to complete the Project as a whole, within the time required by the Agreement;

16.1.7 the Contractor fails to perform the Work in a good and workmanlike manner or to correct defects in the Work promptly upon notice by IESI or IESI'S Representative;

16.1.8 IESI reasonably determines that the Contractor has abandoned the Work;

16.1.9 the Contractor files a voluntary petition under any chapter of the Bankruptcy Code, has an involuntary petition filed against it, makes a general assignment on behalf of its creditors, or has a receiver appointed;

16.1.10 the Contractor fails to pay its debts in a timely manner or becomes insolvent, or IESI has reason to believe that the Contractor does not have the financial ability to carry out its obligations under this Agreement and the Contractor fails to give IESI prompt and reasonable assurances of its ability to perform;

16.1.11 the Contractor allows any insurance required under the Contract Documents to lapse, has such insurance canceled, or otherwise fails to maintain all required coverage for the full term specified in the Contract Documents; or

16.1.12 the Contractor fails, upon demand, to remove any liens that have been placed upon the Project or to defend any lien claims asserted, even though IESI has made all required payments to the Contractor.

16.2 Notice of Termination. If the Contractor materially breaches the Agreement, IESI may terminate the Agreement for default. If IESI elects this remedy, it shall give the Contractor written notice of its intent to terminate seven (7) calendar days before actually putting the termination into effect. If the Contractor has begun curative action and has made progress satisfactory to IESI within the seven days, IESI shall notify the Contractor that termination will not take effect. Otherwise, the termination shall take effect after seven (7) days without further notice.

16.3 IESI's Rights Upon Termination. If the Contractor defaults or fails to carry out any of its obligations under the Contract Documents and IESI so notifies the Contractor in writing, the Contractor shall begin to cure the default within twenty-four (24) hours and shall thereafter diligently continue its efforts to complete the cure. If the Contractor has not begun its cure within this time, or fails to make progress thereafter that is satisfactory to IESI, IESI may, without further notice to the Contractor and without prejudice to any other remedy it may have, itself undertake to cure the default or failure, either directly or through others. IESI may charge the Contractor the cost of such measures, including, without limitation, the resulting additional fees or expenses of IESI'S Representative. IESI'S undertaking such curative measures shall not relieve the Contractor of any obligation or liability for the Work or waive any of IESI'S rights or claims.

16.4 Assignment of Subcontracts. If IESI terminates the Agreement for default, it shall be entitled, but not required, to assume all of the subcontracts the Contractor has awarded with respect to the Project, upon written notice to the subcontractors. Each subcontract the Contractor awards for Project work shall include a provision that the subcontractor consents to the assignment of its contract to IESI upon default termination of the Agreement, should IESI elect to assume the subcontract.

16.5 Payment to Contractor Upon Termination for Default. If the Contractor is terminated for default, it will not be entitled to receive any further payments until the Project has been completed and accepted by IESI. At that time, IESI will pay the Contractor any amounts due for Work the Contractor performed in accordance with the Contract Documents before termination, less additional costs IESI incurred as a result of the Contractor's defaults and the termination, including actual consequential damages suffered or liquidated damages provided for in the Contract Documents, or both (in cases where some elements of damage have been liquidated and others have not).

16.6 IESI's Damages. If IESI'S damages exceed the amounts otherwise owed to the Contractor for Work properly performed before termination, the Contractor shall promptly pay the excess to the IESI on demand, together with interest and other charges actually incurred. Interest will accrue, at the rate of eighteen (18 %) per annum on such sums from the date IESI makes written demand on the Contractor for payment.

16.7 Remedies Cumulative. IESI'S remedies under this Article shall be in addition to all other remedies of any kind and nature IESI may have, either at common law or in equity, for any breach of contract by the Contractor. IESI'S exercise of one or more remedies shall not preclude its simultaneous or subsequent exercise of other or additional remedies.

16.8 Contractor's Records, Files and Documents. If the Contractor is terminated either for convenience or for default, it shall immediately turn over to the IESI all of its records, files, documents, materials, drawings and any other items relating to the Project, whether located on the Project site, at the Contractor's office, or elsewhere. IESI may retain these materials for such time as it may need them and may reproduce any and all such items for its own use. IESI'S obligation to make further payments to the Contractor upon a termination is expressly conditioned upon the Contractor's prompt compliance with this Section.

16.9 Termination by the Contractor. If IESI fails to pay undisputed amounts due and owing to the Contractor, the Contractor may give IESI written notice of intent to terminate for breach, setting forth the undisputed amount due, owing and unpaid. If IESI has not made the requested payment, or provided the Contractor with acceptable assurance of payment, within twenty (20) calendar days of such a notice, the Contractor may issue written notice of final termination, which shall become effective upon IESI'S receipt. This provision does not permit the Contractor to terminate for refusal to pay amounts that have been disputed by IESI, and the Contractor's refusal to proceed on such grounds shall constitute a material breach of the Agreement.

17. Project Meetings.

~~17.1 The Contractor shall hold project meetings at least once a week with representative of the subcontractors. IESI'S Representative shall be notified not less than five (5) working days in advance of the time of each such meeting and shall have the right to attend such meeting. Within three (3) working days after each such meeting, the Contractor shall furnish to IESI a complete and accurate set of minutes of the meeting.~~

17.2 The Contractor shall hold project meetings at least every week with IESI'S Representative. IESI'S representative shall take minutes at such meetings and circulate them to the attendees after each meeting. These minutes shall be deemed to be approved by all parties attending the meetings unless they state otherwise, in writing, within ten (10) calendar days of receiving the minutes.

18. Notices. Notices, requests, demands, and other communications in connection with this Agreement shall be made in writing and shall be deemed to be given upon mailing at any general branch of the United States postal office by certified or registered mail, postage prepaid, addressed as first set forth above.

19. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

20. Representatives. For the purposes herein, IESI designates Sigma Engineers and Constructors, Inc. (SIGMA) and Engineering Associates, Inc. (EAI) ("IESI'S Representative") as a representative authorized to act on behalf of IESI in connection with this Agreement and Contractor designates Dale Steib/Steve Burnham as a representative authorized to act on behalf of Contractor in connection with this Agreement.

21. Independent Contractor. It is understood that the relationship of Contractor to IESI shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed (a) to make Contractor the agent, servant, or employee of IESI, or (b) to create any partnership, joint venture, or other association between IESI and Contractor.

22. Other Conditions and Provisions. This Agreement (including the other Contract Documents) contains the entire agreement between the parties. All prior negotiations between the parties are merged into this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by the parties hereto. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or any other Contract Documents, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF LOUISIANA. THE PARTIES HERETO HEREBY AGREE THAT VENUE OF ANY ACTION UNDER THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE COURTS OF SAINT TAMMANY PARISH, LOUISIANA. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

23. Liens. To the extent of payments received from the IESI, Contractor shall timely pay all bills and charges for its materials, labor and other costs in connection with the Work and shall use reasonable efforts to keep the project site and all improvements thereon free and clear of any liens, charges or claims of Contractor or its subcontractors, material suppliers, employees and agents.

Executed by the parties to be effective as of the date first written above.

IESI LA Corporation:

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

EXHIBIT A

Bid Values

Quantities shown below are the Project Manager's estimate for Bid purposes only. The CONTRACTOR is responsible for verifying the estimated quantities. See attached Exhibit B for the expanded Bid Item Definitions.

BID ITEM	DESCRIPTION	EST. QUANTITY	UNITS	% of Total	EXTENDED PRICE
IESI Covington Pickup Station					
1	Mobilization/Demobilization	1	LS		
2	Topsoil Stripping/Disposal	1	LS		
3	Soil cut back for PU Station Foundation/Footings	1	LS		
4	Structural Fill Placement/Compaction/Grading	1	LS		
4A	Offsite Structural Fill (if Needed) @		CY		
5	Offsite Sand for Foundation Backfill	1	LS		
6	Crushed Stone (or equivalent) (provide/place)	1	LS		
7	Filter Fabric/Geo-grid Reinforcement	1	LS		
8	Pickup Station Foundation	1	LS		
9	50' Scale Foundation	1	LS		
10	Maintenance Building Foundation	1	LS		
11	Pickup Station Concrete Ramp #	1	LS		
12	Fabricated Pickup Station Steel	1	LS		
13	Erection of Pickup Station Building	1	LS		
14	Rollup Door Systems for Pickup Station	1	LS		
15	Prefabricated Steel Maintenance Building	1	LS		
16	Erection of Prefabricated Steel Maintenance Building	1	LS		
17	Total Build out of Maintenance/Office Building	1	LS		
18	Electrical for Maintenance/Office Building	1	LS		
19	Electrical for Pickup Station Building	1	LS		
20	Electrical for Site	1	LS		
21	Water Well Installation	1	LS		
22	Leachate Tank/Pump Installation w/ associated piping	1	LS		
23	Sanitary Package Plant Installation	1	LS		
24	Total Coordination with Scale Vendor	1	LS		

IESI Covington Pickup Station

BID ITEM	DESCRIPTION	EST. QUANTITY	UNITS	% of Total	EXTENDED PRICE
25	Permits Acquisition/Coordination	1	LS		
26	Silt Fencing *	1	LS		
27	Site Survey and Control	1	LS		
28	Scale House Supply/Install	1	LS		
29	Site Landscaping/Seed/Fertilizer	1	LS		
30	Perimeter Wood Security Fencing	1	LS		
31	Miscellaneous Concrete Components	1	LS		
32	Performance Bond	1	LS		
33	2% Discount for Early Payment - Paid Within 15 Days of Invoice Date				
IESI Covington Pickup Station Total Price					

Units Legend - LS = Lump Sum, SF = Square Feet, EA = Each, CY = Cubic Yard,
LF = Linear Feet, AC = Acre

* Note: Silt fence to include IESI designated areas around construction as well as soil stockpile.

@ - only at the prior direction and approval from IESI.

- Project Option - only at the prior direction and approval from IESI **(may not be included in the final contract)**.

ANY AND ALL ITEMS NOT SPECIFICALLY LISTED BUT NECESSARY FOR THE COMPLETION OF THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS ARE CONSIDERED INCIDENTAL AND AT NO DIRECT PAY.

THE CONTRACTOR IS RESPONSIBLE FOR MANAGEMENT OF ALL WATER OVER THE ENTIRE SITE THROUGHOUT THE DURATION OF THE PROJECT.

The Contractor may submit an additional bid with their official “as designed” bid which reflects a value based bid. This bid should include a list of items or design considerations that the contractor considers to be an equal along with the total supplied/installed costs savings for this consideration.

IESI/Sigma welcomes this additional value bid but the contractor would need to have these suggestions reviewed and approved prior to the usage.

IESI also reserves the right to remove any set portion of the work from the project prior to award. This may need to be done if bids are more than the previously estimated budget.

EXHIBIT B ITEM DEFINITIONS

CONTRACTOR is advised that Litter, Dust, Odors, Tracking of Mud, and etc. are not acceptable and must be controlled by CONTRACTOR.

The purpose of the information, provided below, is to provide the CONTRACTOR with a brief scope of work for each bid item in correspondence with the Contract Documents. All aspects of the design drawings should be included under the item with best reflects the scope.

The principal work items associated with this project includes but is not limited to:

- Top Soil Stripping/Disposal
- Structural Soil cut back from pad to accommodate Footing/Foundation
- Structural Fill Placement/Compaction/Grading
- Crushed Concrete Supply/Placement
- Pickup Station Foundation
- Independent Scale Foundation
- Maintenance Building Foundation
- Pickup Station Rollup Door Supply and Install
- Fabricated Steel including deflector plates/catwalk/grating
- Erection of Prefabricated Steel Building (previously ordered and stored onsite)
- Supply Prefabricated Steel Office Building
- Erection of Prefabricated Steel Office building
- Total Build out of the Prefabricated Steel Office building
- Site Wide Electrical to/for all Buildings
- Site Wide Mechanical/Plumbing
- Water Well Supply/Installation
- Sanitary Package Plant Supply/Install
- Total Coordination with Scale Vendor

THE CONTRACTOR IS RESPONSIBLE FOR MANAGEMENT OF ALL WATER OVER THE ENTIRE SITE THROUGHOUT THE DURATION OF THE PROJECT.

IESI Covington Pickup Station Bid Item Summaries

Item No. 1: Mobilization/Demobilization

Mobilization requires the CONTRACTOR to furnish and deliver to the job site all labor, materials, resources, equipment, temporary support facilities, office trailer space, and utilities required to perform the Work. Demobilization requires the CONTRACTOR to remove from the jobsite all materials, resources, equipment, temporary support facilities, utilities, and all remaining construction debris at the completion of the project. Bid Item is only for documented actual costs + 10% for overhead and profit. Contractor is to provide breakdown of mobilization/demobilization costs with bid. The method of payment for this item is to be lump sum, with ½ of the amount paid by the IESI as part of the initial application for payment and the remaining ½ paid upon completion of the work and the CONTRACTOR'S completion of the demobilization process.

Item No. 2: Top Soil Stripping/Disposal

The bid item will include the removal and preparation of the areas prior to buildup as per the design drawings and specifications. This will remove all unwanted top soil and organic vegetation as not to interfere with the structural integrity. The stripped topsoil may be stockpiled in an area of the site as not to impede current or future construction at the site, but the price must include the cost to haul and dispose of all removed material. The contractor should assume that all topsoil will be removed from the site. The thickness of topsoil in the area to be stripped averages 4 feet.

Item No. 3: Soil cut back for PU Station Foundation/Footings

This item will include the cut back of the existing compacted pad for the installation of the Footings/Foundation/Slab/Ramp for the Pickup Station Foundation as per the Design Drawings and Specifications. The removed clay will be used for backfilling the areas stripped under Bid Item No. 2.

Item No. 4: Structural Fill Placement/Compaction/Grading

This item will include the placement of soil from the pad area discussed under bid item no. 3. This fill will be placed, debris free, in loose lifts of 6" and then densified optimally based on recommendations for moisture as recommended by the site soils report to the required elevations.

Item No. 4A: Offsite Structural Fill (if Needed)

This item will include the supplying, trucking and stockpiling of a suitable Clay material meeting specifications. The contractor will be required to supply a sample to the project engineer in accordance with Section 2 – 230 General Earthwork of the technical specifications so that it can be tested to establish the compaction standards necessary for placement. This fill will be placed, debris free, in loose lifts of 6" and then densified optimally based on recommendations resulting from the sample tested. This item may be needed only if the soil quantities for bid item no. 4 are not sufficient using the soil from bid item no. 3 and more soil will be needed to achieve the required elevations. The method of payment for this is based on an in-place cubic yard volume needed to finish to required elevations. Before placement of any offsite material the contractor shall supply the initial and final grade topographical survey verifying the final placed quantity. If verification surveys are not supplied by the contractor payment shall not be made by the owner. This item will need prior approval from IESI based on a contractor/Sigma estimation of material needed before any material can be brought on site.

Item No. 5: Offsite Sand for Foundation Backfill

This bid item includes the purchase, stockpile, placement and installation of granular material according to the design specifications. This material will be needed in areas reflected in the Design Drawings. The contractor shall supply the project engineer with the test results verifying the material meets the specifications presented in the drawings, specifically, note 3 on drawing 70905F04 of the pickup station foundation drawings.

Item No. 6: Crushed Stone (or approved equivalent)

This bid item includes the purchase, stockpile, placement and installation of a crushed concrete (or approved equivalent) roadway material according to the design specifications. This material will be needed in areas reflected in the Design Drawings. For the roadway areas previously stripped and compacted, the contractor will be responsible for the trimming and grading of these areas as required achieving the thickness and final grade elevation of the stone specified in the design drawings. The as-built topographical survey reflecting the current grades is included on the CD included with this package.

Item No. 7: Filter Fabric/Geogrid Reinforcement

This bid item includes providing and installation of an 8 oz non woven filter fabric and geo-grid reinforcement as specified in the specifications and according to the manufacturer's specifications. IESI is in possession of XX SF each of this fabric and grid. The contractor shall be responsible for providing all additional material needed along with its installation.

Item No. 8: Foundation for the Pickup Station

This bid item includes the forming, supplying, pouring and finishing of all structural wall and foundation components as specified in the design drawings and specifications. This item will also include the materials and concrete required to complete the pit scale surface and installation as required by the scale vendor. Item no. 3 includes removal of any/all material that has to be trimmed, cut back and graded from the existing pad to accommodate the slab and foundation.

Item No. 9: Foundation for the 50' Scale

This bid item includes the forming, supplying, pouring and finishing of all structural foundation components and incidental components as specified in the design drawings and manufacturers requirements. This item will also include the materials and concrete required to complete the scale as required by the scale vendor. This item also includes removal of any/all material that has to be trimmed, cut back and graded to accommodate the foundation.

Item No. 10: Maintenance Building Foundation

This bid item includes the forming, supplying, pouring and finishing of all structural foundation components and incidental components as specified in the design drawings and specifications. This item also includes removal of any/all material that has to be trimmed, cut back and graded to accommodate the slab.

Item No. 11: Pickup Station Concrete Ramp (Option)

This item is for the forming, supplying, pouring and finishing of all components of the ramp located on the west side of the pickup station building as reflected in the design drawings and specifications. This item also includes removal of any/all material that has to be trimmed, cut back and graded from the existing pad to accommodate the slab.

Item No. 12: Fabricated Steel for Pickup Station

This item is for the supply, fabrication and installation of all components reflected in the design drawings and specifications. These items include abut are not limited to the catwalk, handrails, deflector plates, grating, plating and structural columns. **Sigma/IESI will require review of all shop drawings prior to fabrication.**

Item No. 13: Prefabricated Pickup Station Building Erection

This item is to erect the prefabricated steel pickup station building. This building has been ordered and is onsite for erection. The final design and layout drawings for this building are included within this document.

Item No. 14: Rollup Door Systems for Pickup Station Building

This item is for the supply and installation of all components (structural, mechanical and electrical) of the total of Six (6) rollup doors located on the west (2), north (2) and South (2) sides of the pickup station building as reflected in the design drawings and specifications. Sigma/IESI will require review of all shop drawings prior to fabrication of required components and door information.

Item No. 15: Prefabricated Maintenance/Office Building

This item is for providing a prefabricated building with the required dimensions and features provided within the design drawings and specifications. **Sigma/IESI will require review of all shop drawings prior to fabrication.**

Item No. 16: Prefabricated Maintenance/Office Building Erection

This item is for the erection and assembly of the prefabricated building that is provided under bid item no. 12.

Item No. 17: Maintenance/Office Building Total Build Out

This item is the total build out of all required structural requirements, mechanical, electrical, plumbing, windows, doors, etc. This item should include the supply and installation all components stated within the design drawings and specifications. Items considered as equivalents shall be submitted for approval by IESI/Sigma prior to purchase/installation. All appliances and furniture will be purchased directly by IESI and not part of this bid scope.

Item No. 18: Electrical for Maintenance/Office Building

This bid item includes the purchasing and installation of all electrical components required for the maintenance/office building according to the design drawings and specifications. Items considered as equivalents shall be submitted for approval by IESI/Sigma prior to purchase/installation.

Item No. 19: Electrical for Pickup Station Building

This bid item includes the purchasing and installation of all electrical components required for the pickup station building according to the design drawings and specifications. This will also include the supply and installation of the ventilation fan on the back wall. Items considered as equivalents shall be submitted for approval by IESI/Sigma prior to purchase/installation.

Item No. 20: Electrical for Remainder of Site

This bid item includes the purchasing and installation of all electrical components required that is not included in bid items 15 and 16 according to the design drawings and specifications. Items considered as equivalents shall be submitted for approval by IESI/Sigma prior to purchase/installation.

Item No. 21: Water Well Installation

This item is for the purchase and installation of the required water well. This will include the pump, tank, etc. as required by the design drawings and specifications. Items considered as equivalents shall be submitted for approval by IESI/Sigma prior to purchase/installation.

Item No. 22: Leachate Tank/Pump Installation with Associated Piping

This bid item includes the purchasing and installation of all plumbing components required according to the design drawings. These include but are not limited to the leachate tank, pump and piping that are required to connect the tank to each building. Items considered as equivalents shall be submitted for approval by IESI/Sigma prior to purchase/installation.

Item No. 23: Sanitary Package Plant Installation

This bid item includes the purchasing and installation of all plumbing components associated with the sanitary package plants according to the design drawings and specifications. Items considered as equivalents shall be submitted for approval by IESI/Sigma prior to purchase/installation. This includes one at the scale house and office building.

Item No. 24: Total Coordination with Scale Vendor

This item is to have the contractor coordinate with the scale vendor as to make sure that all components required for the construction of both scale foundations are installed properly. Also, coordinate with the vendor for final installation of each scale. The contractor is totally responsible for working with the scale vendor to coordinate all installation requirements. The contractor should determine who will be supplying and installing all required components to have a fully functional scale. This should include but not be limited to bulkhead components, electrical conduit, wiring, etc.

Item No. 25: Permits Acquisition/Coordination

This item is for the contractor to coordinate and obtain all required permits and inspections needed for the duration of the construction of this project. The contractor shall also coordinate all activities necessary to provide all temporary and permanent power as well as all utilities required on site. These include but are not limited to CLECO, the phone company, water well installation, the local planning commission, electrical and mechanical permits. The contractor shall pay all required fees in association with obtaining all required permits. The contractor will prepare a SWPPP and SPCC (if needed) plan to use during construction.

Item No. 26: Silt Fencing

This bid item includes the placement and correct installation of silt fencing according to the attached specifications. The silt fencing shall be placed in areas of potential erosion such as but not limited to the stock pile area, pickup station pad area and areas draining into surrounding ditches. IESI may also direct the contractor to place the fencing in other areas of the site. The Contractor shall maintain all existing and installed silt fencing. Under this item the contractor will install up to 500 feet of additional silt fencing as required.

Item No. 27: Site Survey and Control

This item is for the payment of a surveyor to provide construction elevation and horizontal control for the duration of the project. The surveyor shall be present as needed to supply control and to as-built the site as per the supplied construction drawings and specifications. The contractor is also required to supply the owner with as-built drawings which reflect the final elevations of all constructed work.

Item No. 28: Scale House Supply/Install

This item is for the supply and installation of a shed type building for the scale house next to the 50' scale. The specifications of this building are included within the design drawings and specifications. This unit will consist of a Williams Scotsman 24' x 8' mobile office or equivalent.

Item No. 29: Site Landscaping/Seed/Fertilizer

This item is for providing all required landscaping soil, mulch, trees, shrubs and grasses as per the approved landscaping plan provided in the design drawings and specifications.

Item No. 30: Site Perimeter Security Fencing

This bid item includes the supply and install of all components of an 8' wood security fence that will be located around the perimeter of the entire project site as reflected in the drawings. This fence will be coated or treated against weathering. The supply and installation of a front entrance gate and additional smaller access fence gates are also included with this bid item.

Item No. 31: Miscellaneous Concrete Components

This bid item includes the forming, supplying, pouring and finishing of all structural foundation components and incidental components that are not covered under a bid item listed above as specified in the design drawings and specifications. These include but are not limited to the pump foundation, leachate tank foundation, light pole pedestals, etc.

Bid Item No. 32: Performance Bond

Performance Bond will be a lump sum amount based on a percentage calculation of the total construction cost.

Bid Item No. 33: Discount for Early Payment

This bid item is the CONTRACTOR'S offer to discount his monthly payment by 2% for payment of invoices in 15 days. Normal payment terms are net 30 days.

EXHIBIT "C"

LIEN WAIVER FORMS

[follows]

_____ including, but not limited to, _____'s rights of indemnity, audit rights and all warranties and guaranties.

5. This instrument is made and delivered with full authority on behalf of the Firm for the reliance and benefit of the Released Parties to induce _____ to make payment to the Firm for materials furnished for use in, for services or labor performed upon or in connection with, and/or for machinery, tools or equipment supplied or leased in connection with the Project. In consideration of such payment, the Firm does hereby agree to defend against, indemnify and hold the Released Parties absolutely harmless from any and all claims, demands, liabilities, suits and liens herein waived, released or assigned under this Final Waiver, Release and Assignment of All Liens and Claims or brought by any subcontractor or supplier of Firm (at any tier) for material furnished for use in, for services or labor performed upon or in connection with and/or for machinery, tools or equipment supplied or leased in connection with the Project, and to remove and release any such lien on the Property or the Improvements thereon immediately upon notice of the filing of any such lien.

EXECUTED BY THE AFFIANT this _____ day of _____, 20____.

Printed Name: _____

AND

EXECUTED BY THE FIRM this _____ day of _____, 20____.

a _____ Corporation/Limited Partnership

By: _____

Printed Name: _____

Its: _____

[Note: Both Jurat and Acknowledgements on the following page must be completed by a Notary Public.]

[JURAT]

SWORN TO AND SUBSCRIBED before me by _____ on this _____ day of _____, 20____.

Notary Public, State of Louisiana

Notary's Printed Name
My Commission Expires: _____

**[ACKNOWLEDGEMENTS]
(AFFIANT)**

THE STATE OF _____ §
PARISH OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____.

Notary Public, State of Louisiana

Notary's Printed Name
My Commission Expires: _____

(FIRM)

THE STATE OF _____ §
PARISH OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ of _____, on behalf of said corporation/limited partnership.

Notary Public, State of Louisiana

Notary's Printed Name
My Commission Expires: _____

TECHNICAL SPECIFICATIONS

SECTION 1 – 120-PROJECT COORDINATION AND MEETINGS

- I. **PRE-CONSTRUCTION CONFERENCE.** The CONTRACTOR shall not commence work until a pre-construction conference with representatives of the CONTRACTOR, Project Manager and the OWNER is conducted. The pre-construction conference will be arranged by the OWNER and is intended to establish lines of communication between the parties involved. The time and place of the pre-construction conference will be determined at the time of bid award.

- II. **PROGRESS MEETINGS.** The CONTRACTOR will make physical arrangements for weekly progress meetings. The meetings will be held to review the work progress, to discuss any and all other items affecting the Project. The OWNER, or in his absence the Project Manager, will reside at progress meetings.

- III. **JOB SITE ADMINISTRATION**
 - A. The CONTRACTOR shall keep a competent and authorized supervisory representative at each work location during all working hours who shall act as the agent of the CONTRACTOR.

 - B. The supervisory representative shall be a competent superintendent capable of reading and thoroughly understanding the Contract Plans and Specifications, with Full authority to fulfill the CONTRACTOR'S duties and responsibilities on the job. If in the opinion of the OWNER the supervisory representative or any of his successors proves incompetent, not conscientious, or not industrious, then the CONTRACTOR shall replace the supervisory representative upon written request by the OWNER.

 - C. The CONTRACTOR shall only employ competent individuals on the job. Whenever the Project Manager or the OWNER notifies the CONTRACTOR in writing that, in his opinion, any individual on the job, whether employed by the CONTRACTOR or any of the Subcontractors, is not adhering to the rules of the OWNER or imperils the safety of others or is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such individual shall be discharged from the contract work and shall not be employed on it, except with written consent of the OWNER.

*** END OF SECTION ***

TECHNICAL SPECIFICATIONS

SECTION 1 – 130-SUBMITTALS

I. PROCEDURES

- A. The CONTRACTOR shall deliver all submittals to the Project Manager with a copy to the OWNER. Each item shall be transmitted on a form acceptable to the Project Manager. The form shall identify the Project Contractor, Subcontractor, major supplier, pertinent drawing sheet and detail number, applicable standards, such as ASTM or federal specification numbers, and Specification Section number, as appropriate. Deviation from Contract Documents should be identified.
- B. The CONTRACTOR shall submit to the Project Manager and the OWNER with the bid an Execution Plan indicating the methods the CONTRACTOR proposes. The plan shall include, but not necessarily be limited to, a description of the CONTRACTOR'S proposed sequence of construction, equipment to be utilized, and erosion and sedimentation control. Refer to the Instructions to Contractors for further information regarding the requirements of the Execution Plan.
- C. As part of the Execution Plan, the CONTRACTOR shall submit to the OWNER an estimated construction progress schedule indicating the starting and completion dates for various stages of the work. The CONTRACTOR shall submit revised schedules reflecting changes subsequent to the previous submitted with each Application for Payment.
- D. The CONTRACTOR shall comply with the progress schedule for submittals related to the progress of the work. The CONTRACTOR shall distribute copies of the reviewed submittals to concerned persons and instruct recipients to promptly report an inability to comply with any provision of the submittal.

II. CONSTRUCTION PROGRESS SCHEDULES. The CONTRACTOR shall submit a horizontal bar chart with separate bars for each major operation, identifying the first workday of each week. The bar chart will depict the complete sequence of construction activity; identify the work of separate stages, the projection percentage of completion for each item or work at the time of each Application of Progress Payment, submittal dates for shop drawings, product data and samples, and product delivery dates, including those furnished by the OWNER.

III. SUBMITTAL SCHEDULE. The CONTRACTOR shall supply the following items according to the table below.

SUBMITTAL DESCRIPTION...DUE 30 days prior to ordering of material
CONSTRUCTION SCHEDULE...WITH BID
EXECUTION PLAN...WITH BID

** END OF SECTION ***

TECHNICAL SPECIFICATIONS

SECTION 1 – 140-MEASUREMENT AND PAYMENT BASIS

I. SCOPE OF PAYMENT

- A. Payments to the CONTRACTOR will be made for the actual quantities of contract items performed and accepted in accordance with the contract Plans and Specifications. Upon completion of the construction, if these actual quantities show either an increase or a decrease from the quantities given in the Bid Form, the contract unit prices will still prevail, except as provided hereinafter.

For lump sum payment items, payments to the CONTRACTOR will be based upon the CONTRACTOR'S estimate of percentage completion of the lump sum tasks. The estimate shall be based on approximate quantities of Work completed in accordance with the CONTRACTOR plans and specifications and shall be reviewed and approved by the OWNER.

- B. The CONTRACTOR shall accept as compensation full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work and for performing all work contemplated and embraced by the Contract. The payment shall be made with the prices contained in the Bid Form. Bid Form prices shall include compensation for all loss or damage which may result from the nature of work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the execution of the work and until its final acceptance by the Project Manager, and for all risks of every description, connected with the execution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

II. MEASUREMENT OF QUANTITIES

- A. Final measurement of bid items for contractual payment will be determined by a survey performed by the OWNER'S surveyor, licensed in the State of Louisiana or as agreed by the OWNER and CONTRACTOR.
- B. All units of measurement shall be standard United States units as applied to the specific items of work by tradition and as interpreted by the Project Manager. Linear measurements of structural items bid on a linear foot basis shall be measured along the centerlines of such structures.

III. PARTIAL PAYMENT

- A. Partial payments shall be made as the work progresses. All partial invoices and payments shall be subject to correction in the final quantity invoice and payment.
- B. Prior to request for partial payment, the CONTRACTOR'S Superintendent or other authorized representative of the CONTRACTOR shall meet with the OWNER to determine and agree upon quantities of unit price work accomplished and/or completed during the work period.

- C. Once each month, the CONTRACTOR will prepare an "Application for Payment" Form as part of his partial payment request.
- D. These completed forms will provide the basis of the OWNER'S review of monthly quantity estimates upon which payment will be made. Items not appearing on the "Application for Payment" form will not be considered for payment.
- E. No monthly progress payment shall be required to be made when, in the opinion of the OWNER, the work is not proceeding in accordance with the provisions of the Contract, or when, in his opinion, the total value of the work completed since the last payment amounts to less than \$5,000.00.

IV. PAYMENT FOR MATERIALS ON HAND

- A. At the request of the CONTRACTOR and at the discretion of the OWNER, an invoice accompanied by receipted bills may be made for payment of all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated in the work which have been delivered to the site or other acceptable storage places, and not used at the time of such invoice.
- B. Materials so paid for by the OWNER shall become the property of the OWNER and in the event of default on the part of the CONTRACTOR, the OWNER may use, or cause to be used, these materials in the construction of the contract work.
- C. The CONTRACTOR shall be responsible for any damage to, or loss of, these materials until all contract obligations have been completed.
- D. The amount thus paid by the OWNER shall reduce estimated amounts due to the CONTRACTOR as the material is used in the work.

V. PAYMENT FOR INCREASED OR DECREASED QUANTITIES. The CONTRACTOR shall accept payment in full at the Contract unit price for the actual quantities of work performed. No allowance will be made for anticipated profits.

VI. ELIMINATED CONTRACT ITEMS. The OWNER may eliminate any items from the contract should they be found unnecessary for the proper completion of the contracted work. Such action shall in no way invalidate the Contract, and no allowance will be made for eliminated items in final payments to the CONTRACTOR.

VII. INCIDENTAL WORK. Incidental work items for which payment is not measured or made, include but are not limited to:

- 1. Clean up;
- 2. Site restoration;
- 3. Cooperation with other contractors;
- 4. Construction dewatering and water management;
- 5. Temporary shelters and utilities;
- 6. Traffic regulation;
- 7. Surveys and quality control;
- 8. Dust control and work area maintenance;
- 9. Construction meeting attendance;
- 10. Odor control;
- 11. Litter control;

12. All other work indicated in the contract documents and not specifically listed above.

VIII. MEASUREMENT AND PAYMENT OF CONTRACT BID ITEMS. The method of payment for all contracts Bid Items shall be as specified in Exhibit A-3 Bid Item Definitions.

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 1 – 150-WORK SUMMARY

I. PROJECT DESCRIPTION. Work on this contract comprises construction activities associated with the IESI Covington Pickup Station in Covington, Louisiana.

II. FORM OF SPECIFICATIONS

A. Some Work described in these Specifications use systems approach to identify systems of structure or facility.

System components are specified either in system specifications or by reference to another section.

B. Term "provide" or "provided" shall mean "furnish and install in place."

III. CONTRACTS. Perform Work under unit price Contract with the OWNER.

IV. AVAILABILITY OF MATERIALS

A. All soil materials will be supplied by the OWNER. Stockpiling of soil materials will be onsite in areas designated by IESI. After the CONTRACTOR arrives onsite, he shall be responsible for maintenance of the material stockpiles including grading, sealing of the stockpile surface and necessary temporary erosion control measures. All materials will be loaded and trucked to the work area by the CONTRACTOR for use during construction.

B. The CONTRACTOR will provide all temporary and permanent erosion and sediment control materials including silt fence, hay bales, stakes, seed, fertilizer and mulch as directed by the OWNER or Project Manager.

C. All other materials necessary for performance of the earthwork must be provided by the CONTRACTOR.

V. SPECIAL REQUIREMENTS

A. The CONTRACTOR is responsible for protecting all existing structures at the site during construction. The CONTRACTOR is responsible for protecting areas downgradient of the area under construction from erosion caused by runoff from the area under construction.

B. The CONTRACTOR will be responsible for all excavations.

C. The CONTRACTOR will be responsible for pumping, hauling, and dispersing water for dust control from onsite sources; maintenance of haul roads including grading and dust control as required; and, obtaining all construction building permits necessary.

D. The CONTRACTOR will be responsible for construction dewatering of all work areas, including labor and equipment required to dewater those areas.

- E. The CONTRACTOR is responsible for completing, daily, the CONTRACTOR'S Daily Progress Report.

- VI. **DRAWINGS.** The drawings listed in Technical Specifications are provided along with these specifications for use by the CONTRACTOR/Subcontractor.

*** END OF SECTION ***

TECHNICAL SPECIFICATIONS

SECTION 1 – 160-CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

I. CONSTRUCTION FACILITIES

- A. The CONTRACTOR shall assume responsibility for providing his own field office and any weather tight storage area needed. All materials and equipment shall be stored in a area designated by OWNER. OWNER will specify the location where the field office will be maintained.
- B. The CONTRACTOR shall maintain areas outside the limits of work free of waste materials, debris, and rubbish which are a direct result of work performed by the CONTRACTOR.

II. TEMPORARY UTILITIES

- A. Electric and telephone installation and service, if required, will be the sole responsibility of the CONTRACTOR.
- B. The CONTRACTOR shall provide drinking water for his employees.
- C. OWNER will provide temporary sanitary facilities adjacent to the field office for the CONTRACTOR'S use.

III. TEMPORARY CONTROLS

- A. The CONTRACTOR shall maintain excavations free of water, protect the site from puddling, ponding, or running water, and furnish and install all required temporary erosion control facilities to comply fully with federal, state, and local requirements and as called for in the Contract Documents.
- B. The CONTRACTOR shall be responsible for controlling dust generated during performance of the contract work. The CONTRACTOR will use water to control dust, which shall be obtained from an onsite source approved by OWNER.
- C. The CONTRACTOR shall be responsible for monitoring, cleaning and maintaining all entry roadways, right-a-ways, surrounding properties and project site that become littered with mud, trash, and other unwanted materials generated during performance of the contract work. The CONTRACTOR will perform the required cleanup at a minimum 2 times per day. Mud on entry roadways will be cleaned up immediately.
- D. The CONTRACTOR shall protect installed work, provide special protection where specified in individual specifications sections, and provide temporary and removable protection for installed products. It shall be the responsibility of the CONTRACTOR to minimize fugitive dust resulting from placed material of material stockpiles by providing the proper materials and equipment to adequately seal the surface materials. At the request of OWNER, the CONTRACTOR shall immediately install additional temporary protection

including, but not limited to, additional silt fence, hay bales or straw mulch, as deemed by OWNER.

IV. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The CONTRACTOR shall remove temporary above grade or buried utilities, equipment, facilities, and materials, which the CONTRACTOR installed during the performance of the Contract Work prior to completion. The CONTRACTOR shall restore existing and permanent facilities such as access roads, staging areas, etc., used during the performance of the Contract Work to original or better condition.

*** END OF SECTION ***

TECHNICAL SPECIFICATIONS

SECTION 1 – 170-QUALITY ASSURANCE AND QUALITY CONTROL SERVICES (QA/QC)

I. DESCRIPTION OF WORK

- A. OWNER will employ and pay for the services of the Technical Representative to perform construction monitoring and testing services to assure the OWNER that the Work is completed according to the Specifications and Drawings.
- B. CONTRACTOR shall cooperate with the Technical Representative to facilitate the execution of its required services.
- C. Employment of the Technical Representative shall in no way relieve CONTRACTOR'S obligations to perform the Work and supply materials in accordance with the Contract Documents.
- D. The CONTRACTOR shall provide all quality control testing and services required by the Specifications, Drawings, or the CONTRACTOR'S approved Quality Control Plan. The CONTRACTOR shall also provide any additional testing he requires to control construction quality at no additional cost to the OWNER. Quality control testing and services do not include activities performed by the Technical Representative.

II. PRODUCTS (Not Applicable)

III. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall:

- A. Cooperate with the Technical Representative and its personnel and provide access to Work and to Supplier's operations.
- B. Secure and deliver to the Technical Representative adequate quantities of representative samples of materials proposed to be used which require testing.
- C. Furnish copies of Supplier's test reports as required.
- D. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.

- E. Coordinate activities to accommodate services with a minimum delay. Notify Technical Representative 48 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimbursing OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR'S negligence.
 - F. Employ and pay for the services of a separate, qualified independent testing laboratory to perform additional inspections, sampling and testing required:
 - 1. for the CONTRACTOR'S convenience,
 - 2. as required by the Specifications or approved Quality Control Plans; or
 - 3. when initial tests indicate Work does not comply with Contract Documents.
 - G. Promptly notify the Technical Representative of observed irregularities or deficiencies of Work or products.
 - H. Promptly submit five copies of a written report of each test to Technical Representative. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing laboratory name, address and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.
 - 7. Date of test.
 - 8. Identification of product and specification section.
 - 9. Location of sample or test in the Project.
 - 10. Type of inspection or test.
 - 11. Results of tests and compliance with Contract Documents.
 - 12. Interpretation of test results, when requested by Technical Representative.
 - I. Be responsible for retesting where results of inspections and tests prove unsatisfactory and indicates non-compliance with requirements.
- IV. REPAIR AND PROTECTION.** Unless specified otherwise, the CONTRACTOR shall protect construction exposed for testing and shall repair construction damaged by sampling, testing or inspection.

*** END OF SECTION ***

TECHNICAL SPECIFICATIONS

SECTION 1 – 180-FIELD ENGINEERING

I. **DESCRIPTION OF WORK.** The CONTRACTOR shall provide field layout (lines and grades) of the work and maintain and preserve all stakes and other markers as required to complete the Work and as requested by the Technical Representative.

II. **QUALIFICATIONS OF SURVEYOR.** Field layout shall be performed by or under the supervision of a licensed engineer or land surveyor registered in the state where the project is located (the Surveyor), acceptable to the OWNER.

III. SUBMITTALS

The CONTRACTOR shall:

- A. Submit name and address of the Surveyor.
- B. On request of Technical Representative, submit documentation to verify accuracy of field engineering work.

IV. PRODUCTS (Not Applicable)

V. SURVEY REFERENCE POINTS

- A. Existing horizontal and vertical control points for the Project shall be identified by the OWNER.
- B. The CONTRACTOR shall locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.
- C. The CONTRACTOR shall make no changes or relocations to control points without prior written approval from the OWNER.
- D. The CONTRACTOR shall report to the Technical Representative when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- E. The CONTRACTOR shall replace Project control points which may be lost or destroyed at no additional cost to OWNER. Replacements shall be re-established based on original survey control.
- F. CONTRACTOR shall establish and maintain a minimum of two permanent benchmarks. Horizontal and vertical locations of the benchmarks shall be recorded on the Record Drawings.

VI. PROJECT SURVEY REQUIREMENTS

- A. Establishment of lines and levels, located and laid out, by instrumentation and similar appropriate means for all Work indicated by the Drawings or Specifications.
- B. As construction proceeds, check every element for line, level and plumb.
- C. Locations of existing sewers, culverts and other utilities shown on the Drawings are approximate and shall be field-verified by the CONTRACTOR prior to construction as required to complete the Work.

VII. RECORDS

- A. The CONTRACTOR shall maintain a complete, accurate log of all control and survey work as it progresses.
- B. On request of the Technical Representative, the Surveyor shall submit documentation to verify accuracy of field engineering work.
- C. Profile Record Drawings shall be drawn at a scale acceptable to the Technical Representative.
- D. Plan Record Drawings shall be drawn at a scale of 1 in. = 100 ft., unless otherwise approved by the Technical Representative.
- E. Record Drawings shall be certified by the Surveyor and shall show dimensions, locations, angles and elevations of construction and site work.

*** END OF SECTION ***