



BLD Services, LLC
2424 Tyler Street
Kenner, Louisiana 70062
LA Contractor's License #46722

Jefferson Parish Purchasing Department
Jefferson Parish General Government
Building
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053

Sealed Bid For:

Pre-Placed Emergency Two (2) Year Contract to
Provide Emergency Cleaning of Drain Lines as
needed for the Public Works Department of
Drainage, East Bank and West Bank Divisions

Bid Number: 50-00146351

October 17, 2024 at 2:00 p.m.

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF End of Contract

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES 10-17-24

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 46722

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: BLD Services, LLC

ADDRESS: 2424 Tyler Street

CITY, STATE: Kenner, LA. ZIP: 70062

TELEPHONE: (504) 466-1344 FAX: (504) 461-5971

EMAIL ADDRESS: Dalbert@bldllc.net

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: N/A

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 98,574.50

AUTHORIZED SIGNATURE: 

Danny M. Albert

Printed Name

TITLE: Estimator / Project Manager

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00146351

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			Pre-Placed Emergency Two (2) Year Contract to Provide Emergency Cleaning of Drain Lines as needed for the Public Works Department of Drainage, East Bank and West Bank Divisions		
1	100.00	EA	0010 CLEANING CATCH BASIN	\$ 259.00	\$ 25,900.00
2	100.00	EA	0020 CLEANING MANHOLE	\$ 104.00	\$ 10,400.00
3	100.00	EA	0030 CLEANING DROP INLET SIZE LESS THAN OR EQUAL TO 20" X 20"	\$ 92.00	\$ 9,200.00
4	100.00	EA	0040 CLEANING DROP INLET SIZE GREATER THAN 20" X 20"	\$ 110.00	\$ 11,000.00
5	1,000.00	LF	0050 CLEANING 6" TO 8" DRAIN LINES	\$ 1.15	\$ 1,150.00
6	1,000.00	LF	0060 CLEANING 10" TO 12" DRAIN LINES	\$ 2.59	\$ 2,590.00
7	1,000.00	LF	0070 CLEANING 15" TO 18" DRAIN LINES	\$ 4.03	\$ 4,030.00
8	800.00	LF	0080 CLEANING 21" TO 24" DRAIN LINES	\$ 8.05	\$ 6,440.00
9	500.00	LF	0090 CLEANING 27" TO 30" DRAIN LINES	\$ 8.05	\$ 4,025.00
10	300.00	LF	0100 CLEANING 36" DRAIN LINES	\$ 13.80	\$ 4,140.00
11	300.00	LF	0110 CLEANING 42" DRAIN LINES	\$ 17.25	\$ 5,175.00
12	200.00	LF	0120 CLEANING 48" DRAIN LINES	\$ 21.85	\$ 4,370.00
13	200.00	LF	0130 CLEANING 54" DRAIN LINES	\$ 32.20	\$ 6,440.00
14	100.00	LF	0140 CLEANING 60" DRAIN LINES	\$ 36.80	\$ 3,680.00

DATE: 9/18/2024

INVITATION TO BID FROM JEFFERSON PARISH - continued

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BID NO.: 50-00146351

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
15	10.00	LF	0150 ROOT REMOVAL 10" PIPE	\$ 1.15	\$ 11.50
16	10.00	LF	0160 ROOT REMOVAL 12" PIPE	\$ 1.15	\$ 11.50
17	10.00	LF	0170 ROOT REMOVAL OF 15" THRU 21" PIPE	\$ 1.15	\$ 11.50



**AUTHORIZATION OF AGENT
AND ATTORNEY-IN-FACT FOR BLD
SERVICES, L.L.C., BY SHIRLEY JARRELL WAGNER**

I, Shirley Jarrell Wagner, the duly elected and acting Secretary/Treasurer and Manager of BLD Services, L.L.C., a Louisiana limited liability company, pursuant to the authority granted to me by resolutions unanimously adopted by the Members and Managers of BLD Services, L.L.C., in a Unanimous Written Consent of the Members and Managers of BLD Services, L.L.C., dated June 15, 2018, which resolutions are in full force and effect as of the date hereof, do hereby take the following action:

I hereby authorize, empower and appoint Danny M. Albert, Project Manager, to serve as authorized Agent and Attorney-in-Fact of BLD Services, L.L.C., to act on behalf of BLD Services, L.L.C., in connection with any and all negotiations, bids, concerns and transactions, including but not limited to the execution of any and all bids, papers, documents, affidavits, bonds, sureties, contracts and acts, and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bids or contracts; and further to take any and all actions necessary to carry to the purposes and intents of this action; and that the Members and Managers of BLD Services, L.L.C., therefore do therefore ratify, confirm and approve and accept each and every act performed by Danny M. Albert, Project Manager, as said Agent and Attorney-in-Fact of BLD Services, L.L.C., in furtherance of this appointment.

10/17/24

DATE

Shirley Jarrell Wagner

SHIRLEY JARRELL WAGNER
SECRETARY/TREASURER AND MANAGER



UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS AND MANAGERS OF BLD SERVICES, L.L.C.

We, the undersigned, constituting all of the Members and Managers of BLD Services, L.L.C., a Louisiana limited liability company, do hereby unanimously approve the following resolutions, effective immediately:

RESOLVED, that the following persons are hereby elected and confirmed as the Officers and Managers of BLD Services, L.L.C.:

Dan Wagner – President and Manager

Shirley Jarrell Wagner – Secretary/Treasurer and Manager

Jacob Trapani – Vice President and Manager

RESOLVED FURTHER, that Shirley Jarrell Wagner be and is hereby authorized and empowered to submit bids for private or public contracts for or on behalf of BLD Services, L.L.C., whether such bids be inside or outside the State of Louisiana, with all of the rights, powers, and authority incumbent thereto.

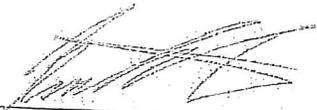
FURTHER RESOLVED, that Shirley Jarrell Wagner be and she is further authorized and empowered to sign or otherwise execute any and all contracts for or on behalf of BLD Services, L.L.C., whether they be inside or outside the State of Louisiana, including but not limited to the execution of any and all bids, papers, documents, change orders, affidavits, bonds, sureties and acts, and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bids or contract, with all of the rights, powers, and authority incumbent thereto.

FURTHER RESOLVED, that Shirley Jarrell Wagner be and she is an authorized agent of BLD Services, L.L.C., for any and all purposes and with all of the rights, powers and authority incumbent thereto.

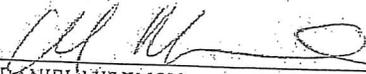
FURTHER RESOLVED, that Shirley Jarrell Wagner be and she is further authorized and empowered to appoint Daniel P. Wagner, III, Jacob Trapani, Brent D. Albert, Danny M. Albert and Dustin T. Richards to each serve as an authorized Agent and Attorney-in-Fact of BLD Services, L.L.C., to act on behalf of BLD Services, L.L.C., in connection with any and all negotiations, bids, concerns and transactions, including but not limited to the execution of any and all bids, change orders, papers, documents, affidavits, bonds, sureties, contracts and acts, and to receive and receipt thereof all purchase orders, notices issued pursuant to the provisions of any such bids or contracts; and further to take any and all actions necessary to carry to the purpose and intent of this resolution; and that the Members and Managers of BLD Services, L.L.C., therefore do ratify, confirm and approve and accept each and every act performed by Daniel P. Wagner, III, Jacob Trapani, Brent D. Albert, Danny M. Albert and Dustin T. Richards as an Agent and Attorney-in-Fact of BLD Services, L.L.C., in furtherance of this resolution.

Thus done and signed this 15th day of June, 2018.

Page 2 of 2 (Signature Page)
Unanimous Written Consent
of the Members and Managers
of BLD Services, LLC
June 15, 2018



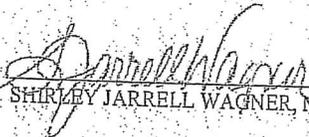
BRAD LOUIS DUTRUCH, MEMBER



DANIEL MIREMONT, MEMBER



DANIEL WAGNER, MANAGER



SHIRLEY JARRELL WAGNER, MANAGER



JACOB TRAPANI, MANAGER

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: _____

• Danny M. Albert, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Estimator/Project Manager of BLD Services, LLC (Entity), the party who submitted a bid in response to Bid Number 50-00146351, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A X Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

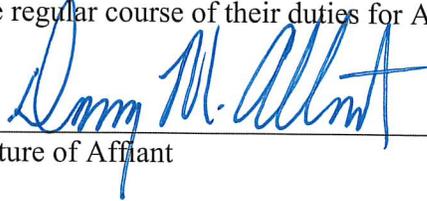
Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

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

[The remainder of this page is intentionally left blank.]

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



Signature of Affiant

Danny M. Albert
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 17th DAY OF October, 2024.

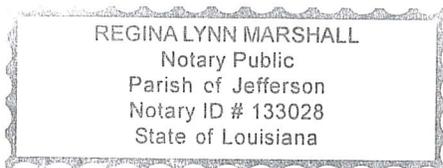


Notary Public

Regina Marshall
Printed Name of Notary

133028
Notary/Bar Roll Number

My commission expires at death.





CAMPAIGN CONTRIBUTIONS BLD SERVICES, LLC

JEFFERSON PARISH

Scott Walker	\$4,000	03/18/22
Cynthia Lee Sheng	\$2,500	07/07/22
Jennifer Van Vrancken	\$2,500	11/29/22
Dominick Impastato	\$2,500	12/06/22
Scott Walker	\$5,000	10/31/23
Ricky Templet	\$2,500	11/07/23
Joseph Lopinto	\$5,000	11/08/23
Arita Bohannan	\$2,500	11/23/23
Jennifer Van Vrancken	\$5,000	01/17/24
Marion Edwards	\$2,500	01/17/24
Deano Bonano	\$2,500	01/17/24
Byron Lee	\$2,500	01/17/24
Arita Bohannan	\$2,500	01/17/24
Hans Liljeberg	\$2,500	01/17/24
Jason Ural	\$2,500	09/14/24

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed prior to award. **(Bid No. 50-00146351 Pre-Placed Emergency Two (2) Year Contract to Provide Emergency Cleaning of Drain Lines as needed for the Public Works Department of Drainage, East Bank and West Bank Divisions)**

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

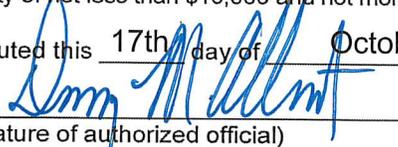
I, Danny M. Albert - Estimator/Proj. Manager, hereby certify on
(name and title of bidder's official)

behalf of BLD Services, LLC that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 17th day of October, 2024.

By 
(signature of authorized official)

Estimator / Project Manager
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed prior to award. **(Bid No. 50-00146351 Pre-Placed Emergency Two (2) Year Contract to Provide Emergency Cleaning of Drain Lines as needed for the Public Works Department of Drainage, East Bank and West Bank Divisions)**

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Danny M. Albert - Estimator/Proj. Manager

(Name and Title of bidder's official)

BLD Services, LLC

(Name of bidder/company)

2424 Tyler Street

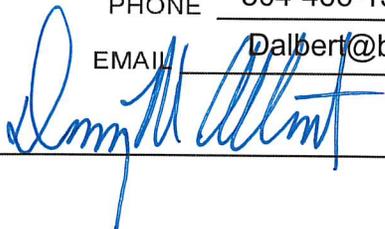
(Address)

Kenner, LA., 70062

(Address)

PHONE 504-466-1344 FAX 504-461-5971

EMAIL Dalbert@bldllc.net

 Signature 10-17-24 Date



October 17, 2024

Jefferson Parish
Department of Purchasing
200 Derbigny Street
Suite 4400
Gretna, LA 70053

Attn: Mark Buttery (Purchasing Specialist II)
Mark.buttery@jeffparish.net
504-364-2810

RE: Pre-Placed Emergency Two (2) Contract to Provide Emergency Cleaning
of Drain Lines as needed for the Public Works Department of
Drainage, East Bank and West Bank Divisions (Bid Number 50-00146351)

Dear Mark,

Listed below are the subcontractors BLD plan to utilize on the above
project.

1. Prince Dump Truck Services
2. Moons Enterprises
3. C.E.S. Compliance
4. RAMJ Construction
5. Tullier Services
6. RUE Contractors

Please contact me if you should have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Danny M. Albert', is written over the word 'Sincerely,'.

Danny M. Albert
Estimator / Project Manager
2424 Tyler Street
Kenner, LA 70062
504-466-1344 (Office) / 504-461-5971 (Fax) / 504-382-3817 (Cell)
dalbert@bdlc.net / www.bdlc.net

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
BLD Services, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
2424 Tyler Street

6 City, state, and ZIP code
Kenner, LA 70062

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number										
or										
Employer identification number										
7	2		-	1	5	1	2	6	2	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Christy Poole* Date **7/19/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh McLennan Agency		NAMED INSURED BLD Services, LLC 2424 Tyler St. Kenner LA 70062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CONTINUED FROM PAGE 1

- Blanket Additional Insured Form #CG 2010, Edition 12/19 (Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization) Applies to the General Liability Policy
- Blanket Additional Insured Form #CG 2011, Edition 12/19 (Additional Insured - Managers or Lessors of Premises) Applies to the General Liability Policy
- Blanket Additional Insured Form #CG 2012, Edition 12/19 (Additional Insured - State or Political Subdivision - Permits or Authorizations) Applies to the General Liability Policy
- Blanket Additional Insured Form #CG 2015, Edition 12/19 (Additional Insured - Vendors) Applies to the General Liability Policy
- Blanket Additional Insured Form #CG 2018, Edition 12/19 (Additional Insured - Mortgagee, Assignee or Receiver) Applies to the General Liability Policy
- Blanket Additional Insured Form #CG 2034, Edition 12/19 (Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You) Applies to the General Liability Policy
- Blanket Additional Insured Form #CG 2037, Edition 12/19 (Additional Insured - Owners, Lessees or Contractors - Completed Operations) Applies to the General Liability Policy
- Blanket Primary & Non-Contributory Form #CG 2001, Edition 12/19 Applies to the General Liability Policy
- Blanket Waiver of Subrogation Form #CG 2404, Edition 12/19 Applies to the General Liability Policy
- Blanket 90-Day Notice of Cancellation Form #CG 0224, Edition 10/93 (Earlier Notice of Cancellation Provided By Us - 90 Days, Except For Non-Payment of Premium) Applies to the General Liability Policy

- Blanket Additional Insured Including Primary Non-Contributory Form #74445, Edition 10/99 Applies to the Automobile Liability Policy
- Blanket Additional Insured Form #87950, Edition 09/14 (Additional Insured - Where Required Under Written Contract) Applies to the Automobile Liability Policy
- Blanket Lessor - Additional Insured & Loss Payee Form #CA 0413, Edition 10/13 Applies to the Automobile Liability Policy
- Blanket Primary & Non-Contributory Form #74445, Edition 10/99 Applies to the Automobile Liability Policy
- Blanket Waiver of Subrogation Form #62897, Edition 06/95 Applies to the Automobile Liability Policy
- Blanket 90-Day Notice of Cancellation Endorsement Form #99307, Edition 09/14 (Early Notice of Cancellation Provided By Us - 90 Days, Except 10 Days For Non-Payment of Premium) Applies to the Automobile Liability Policy

- Blanket Waiver of Subrogation Form #WC 000313, Edition 04/84 Applies to the Workers' Compensation Policy
- Blanket Waiver of Subrogation Form #WC 420304B, Edition 06/14 Applies to the Workers' Compensation Policy For Texas
- Blanket Notice of Cancellation Endorsement Form #WC 170601J, Edition 08/18 Applies to the Workers' Compensation Policy

- The General Liability Policy Includes a Blanket Additional Insured Endorsement to the Certificate Holder Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The General Liability Policy Contains a Blanket Endorsement With Primary and Non-Contributory Wording That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The General Liability Policy Contains a Blanket Waiver of Subrogation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The General Liability Policy Contains a Blanket Notice of Cancellation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The Automobile Liability Policy Includes a Blanket Additional Insured Endorsement to the Certificate Holder Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The Automobile Liability Policy Contains a Blanket Endorsement With Primary and Non-Contributory Wording That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The Automobile Liability Policy Contains a Blanket Waiver of Subrogation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The Automobile Liability Policy Contains a Blanket Notice of Cancellation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The Workers' Compensation Policy Contains a Blanket Waiver of Subrogation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status
- The Workers' Compensation Policy Contains a Blanket Notice of Cancellation Endorsement That May Apply Only When There is a Written Contract Between the Named Insured and the Certificate Holder That Requires Such Status

CONTINUED ON PAGE 3



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh McLennan Agency		NAMED INSURED BLD Services, LLC 2424 Tyler St. Kenner LA 70062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CONTINUED FROM PAGES 1 & 2

Includes Contractual Liability

Excluded Officers: Brad Dutruich & Danny Miremont

X, C, U is Not Excluded; Therefore, Included

Includes Hired Auto Physical Damage

Umbrella Policy Follows Form of Underlying Insurance

BUILDERS RISK CONTINUED FROM ABOVE

Builders Risk Policy Continued From Above
 Insurer Letter A - XL Specialty Insurance Company
 Policy Term: 6/1/2024 through 6/1/2025
 Policy #: UM00060469MA24A

\$20,000,000 - Maximum Limit of Insurance
 \$7,500,000 - Covered Property, Except
 \$2,500,000 - As Respects Frame, Brick Veneer & Joisted Masonry Construction

- Sub-Limits -
 \$1,000,000 - Named Storm
 \$1,000,000 - Temporary Premises
 \$250,000 - Transit

- Deductibles -
 \$2,500 - Covered Property
 3% of Values At Risk At The Time of Loss Subject to \$10,000 Minimum As Respects Named Windstorm in Tier 2 Parishes or Counties. \$500,000 Applies to Tier 1 Parishes and Counties

Bid No. 50-00146351 - Pre-Placed Emergency Two (2) Year Contract To Provide Emergency Cleaning Of Drain Lines As Needed For The Public Works Department Of Drainage, East Bank And West Bank Divisions

2 CFR Part 200 - PROVISIONS FOR FEMA PUBLIC ASSISTANCE FUNDING - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) – Applies to all construction contracts

During the performance of this contract, the contractor agrees as follows: The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. Contractors are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual 7 See 2 C.F.R. Part 200, Appendix II, § C. Contract Provisions Guide 11 orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-329) – Applies to all contracts - In the event of a declared emergency, Contractors are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. Contractor shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I)) – Applies to all contracts - Contractor that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

The Contractor certifies, to the best of his or her knowledge and belief that:

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ACCESS TO RECORDS (2 CFR 200.336) – Applies to all contracts - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, **Parish of Jefferson**, Jefferson Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by and **Parish of Jefferson**, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

RETENTION OF RECORDS (2 CFR 200.333) – Applies to all contracts - In the event of a declared emergency, contractor shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

ENERGY EFFICIENCY – Appendix II(H) – Applies to all contracts - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plant (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) – Applies to all contracts - The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) – Applies to all contracts - The Contractor and its Subcontractors will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the Contractor purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

BONDING REQUIREMENTS (2 CFR 200.325) – Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) – Bonding requirements include:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Davis Bacon Act

Public Assistance Programs do not require compliance with the Davis Bacon Act. But if this contract is reassigned it could become subject to the Davis Bacon Act. Then the contractor must comply with all rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1,3 and 5.provisions, including but not limited to the EEOC, Copland Act, Contract Work Hours and Safety Standards Act.

COPELAND “ANTI-KICKBACK” ACT (2 CFR 200 Appendix II (D)) – Applies to all construction or repair contracts in excess of \$2,000.00 - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The Contractor shall comply with all applicable “Anti-Kickback”

regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) – Applies to all contracts in excess of \$10,000.00 - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

The Owner may terminate this contract at any time by giving at least ten (10) day notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) – Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E)) – Applies to all construction contracts greater than \$100,000.00 where mechanics and laborers are employed -

(1) **Overtime Requirements.** Contractor shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no

laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The Parish of Jefferson shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

(3) **Withholding for unpaid wages and liquidated damages.** The Parish of Jefferson shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G)) -- For all awarded contracts with a value greater than 150,000 Contractor shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et se and the Federal Water Pollution Act, as amended, 33 U.S.C 1251 et seq

The contractor agrees to report each violation to the Parish of Jefferson and understands and agrees that the Parish of Jefferson will, in turn, report each violation a required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)

- Applies to all contracts

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1. This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products - As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DHS Seal, Logo, and Flags The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Affirmative Socioeconomic Steps

subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

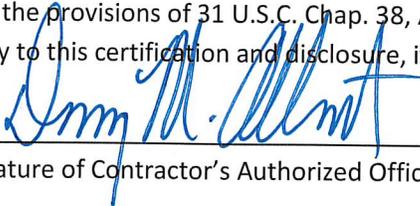
Program Fraud and False or Fraudulent Statements or Related Acts The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

No Obligation by Federal Government FEMA is not a party to any transaction between a NFE and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its contractor.

License and Delivery of Works Subject to Copyright and Data Rights the Contractor grants to the **Parish of Jefferson**, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the **Parish of Jefferson** or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the **Parish of Jefferson** data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the **Parish of Jefferson**

CONTRACTOR ACKNOWLEDGEMENT –

The Contractor, BLD Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Danny M. Albert Estimator / Project Manager

Name and Title of Contractor's Authorized Official

10-17-24

Date

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

BLD SERVICES, LLC
2424 Tyler Street
Kenner, LA 70062

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; ELECTRICAL WORK (RESTRICTED); HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION; MECHANICAL WORK (STATEWIDE); MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: COASTAL RESTORATION & HABITAT ENHANCEMENT; SPECIALTY: LANDFILL GAS AND LEACHATE CONTROL SYSTEMS; SPECIALTY: WHARVES, DOCKS, HARBOR IMPROVEMENTS AND TERMINALS



Expiration Date: December 15, 2024

License No: 46722

Witness our hand and seal of the Board dated,
Baton Rouge, LA 16th day of December 2021

Will S. May Director

See Malott Chairman

Andy Rana Treasurer

This License Is Not Transferrable

Notary Search - Detail

Name: MS. REGINA LYNN MARSHALL
Address: 4432 LOVELAND STREET
METAIRIE, LA 70006

Phone: 504-234-3719
Phone 2: 504-456-2485

Notary ID Number: 133028
Parish: JEFFERSON with STATEWIDE JURISDICTION
Agency: N/A
Notary Type: Non Attorney
Status: Active

Commission Date: 03/08/2013
Oath Date: 02/27/2013
Surety Expiration Date: 03/25/2028
Annual Report Current: Yes
Remote Online Notarization: No

Notary Events

Suspension From: 05/09/2016 To: 05/09/2016

Deceased, Inactivated, Leave of Absence, Pre-Assessment Registration, Pre-Assessment Taken, Remote Notary Registration, Remote Notary Reinstatement, Remote Online Notary Resignation, Resigned, Retirement, and Revoked events are not available prior to February 11, 2012.

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