

AGREEMENT



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
02/16/2022 9:05AM
386950 MO

Deputy Clerk

[Signature] #82951

THIS AGREEMENT, made this 31 day of January 2022, by and

between St. John the Baptist Parish, LA, herein called "Owner," acting herein through its Parish President, Jaclyn Hotard, and J. Caldarera & Company, Inc. of St. John the Baptist Parish, of the State of Louisiana, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

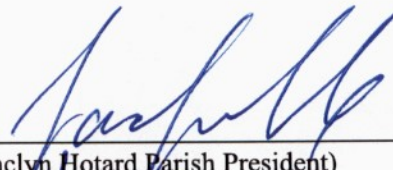
hereinafter called Emergency Water Meter And Fire Hydrant Repairs, for the sum of Two Hundred and Thirty Four Thousand and Four Hundred and Seventy Two Dollars and Fifty Cents (\$234,472.50) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his/her (its/their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the General Conditions, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Digital Engineering and Imaging, Inc., herein entitled the Architect/ Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 150 consecutive calendar days thereafter. The Contractor further agrees to pay, as Liquidated Damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in "Payments to Contractor," of the General Conditions.

The Contractor hereby agrees to perform work under this contract in accordance with the Contract Terms for FEMA Public Assistance Grant Funded or Assisted Projects for a Non-Federal Entity (State Agency or Agency of a Political Subdivision of a State), which is attached as a part of this Agreement.

IN WITNESS WHEREOF, the parties to these present have executed this contract, in the year and day written on page one of this document.



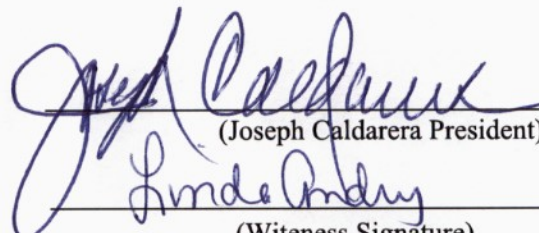
(Jaclyn Hotard Parish President)



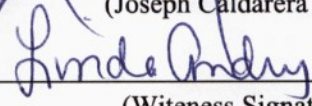
(Witness Signature)

Jaclyn Hotard

(Print Name)



(Joseph Calderera President)



(Witness Signature)

JOSEPH CALDERERA

(Print Name)

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish
1811 W. Airline Highway
LaPlace, LA 70068

(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
Emergency Water Meter and
Fire Hydrant Repairs

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Digital Engineering and Imaging, Inc. and dated: January, 2022.
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) No Addenda.

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

TWO HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED EIGHTY TWO AND FIFTY CENTS
Dollars (\$ 234,482.50)

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

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

Not Applicable Dollars (\$ Not Applicable)

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

Not Applicable Dollars (\$ Not Applicable)

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

Not Applicable Dollars (\$ Not Applicable)

NAME OF BIDDER: J. Calderera & Company, Inc.

ADDRESS OF BIDDER: 201 Woodland Drive

LaPlace, LA 70068

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

12702

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

Joseph Calderera

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **

DATE: 01/26/2022

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: St. John the Baptist Parish
1811 W. Airline Highway
LaPlace, LA 70068

(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
Emergency Water Meter and
Fire Hydrant Repairs

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

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

DESCRIPTION:	Fire Hydrant Assembly <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
1	7	EA	# 8,740.00	# 61,180.00	

DESCRIPTION:	Installation of Aclara Meter Transmission Unit (MTU) <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
2	80	EA	# 172.50	# 13,800.00	

DESCRIPTION:	DFW 1200 Meter Box Lid <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
3	40	EA	# 201.25	# 8,050.00	

DESCRIPTION:	DFW 6510 Meter Box Lid <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
4	40	EA	# 186.25	# 7,460.00	

DESCRIPTION:	Water Meter Leak Repair <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
5	46	EA	# 600.00	# 27,600.00	

DESCRIPTION:	Remove and Replace Concrete Curb and Gutter <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
6	40	LF	# 70.00	# 2,800.00	

DESCRIPTION:	Remove and Replace Concrete Driveway <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
7	100	SY	# 115.75	# 11,575.00	

DESCRIPTION:	Remove and Replace PCC Roadway <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	50	SY	\$ 115.75	\$ 5,787.50

DESCRIPTION:	Asphalt Pavement Patching <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	15	SY	\$ 285.75	\$ 4,286.25

DESCRIPTION:	Remove and Replace Concrete Sidewalk <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	50	SY	\$ 125.50	\$ 6,275.00

DESCRIPTION:	Residential Water Service Point Repair (5/8"-1") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	15	EA	\$ 1,380.00	\$ 20,700.00

DESCRIPTION:	DFW 1200 Plastic Meter Box <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
12	25	EA	\$ 210.75	\$ 5,268.75

DESCRIPTION:	Residential Water Meter Installation (5/8" x 3/4" or 1") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
13	80	EA	\$ 600.00	\$ 48,000.00

DESCRIPTION:	Remove Existing Fire Hydrant <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
14	1	EA	\$ 6,500.00	\$ 6,500.00

DESCRIPTION:	Rebuild Existing Fire Hydrant <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
15	1	EA	\$ 5,200.00	\$ 5,200.00

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

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

Contract Terms for
FEMA Public Assistance Grant Funded or Assisted Projects for a
Non-Federal Entity (State agency or Agency of a Political Subdivision of a
State)

Termination for Cause

Should the Parish determine that the Contractor has failed to comply with the Agreement's terms, the Parish may terminate the Agreement for cause by giving the Contractor written notice specifying the Contractor's failure. If the Parish determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the Parish determines that the failure may be corrected, the Parish shall give a deadline for the Contractor to make the correction. If the Parish determines that the failure is not corrected by the deadline, then the Parish may give additional time for the Contractor to make the corrections or the Parish may notify the Contractor of the Agreement termination date.

Termination for Convenience

The Parish may terminate the Agreement at any time without penalty by giving thirty (30) days written notice to the contractor of such termination or negotiating with the Parties regarding a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent that the work is acceptable.

Contract Provisions Applicable to Projects Fully or Partially Funded by the FEMA Public Assistance Program (Note: All such terms are also applicable to all appropriate subcontractors):

- a. Equal Employment Opportunity* — Except as otherwise provided under 41 CFR Part 60, the Contractor and Subcontractors must comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or Owner for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that Owners are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual 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 Owners 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 candidate for employment because such employee or candidate has inquired about, discussed, or disclosed the compensation of the employee or Owner or another employee or candidate. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or candidates as a part of such employee's essential job functions discloses the compensation of such other employees or candidates 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 Owners 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 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Owner; and refer the case to the Department of Justice for appropriate legal proceedings.

- b. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*** —Where applicable, all contracts and subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$26 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the State 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

- c. *Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended***

If the Contract and Subcontracts are in excess of \$150,000, the Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251-1387). Violations shall be reported to Owner and the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Clean Air Act

1. 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 seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. 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.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. 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.

d. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905)

are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 awarding agency.

Contractor must complete attached Certification.

f. Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.

- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

g. Access to Records

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the State, Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

h. DHS Seal, Logo, and Flags

The contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

i. Compliance with Federal Law, Regulations, and Executive Orders

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.

j. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

k. 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.

L. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

m. §200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means 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.

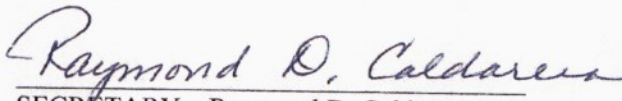
CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF J. CALDARERA & COMPANY, INCORPORATED.

At the meeting of directors of J. Caldarera & Company, Inc., duly noticed and held on February 22, 2021, a quorum being there present, on motion duly made and seconded. It was:

Resolved by the Board of Directors of J. Caldarera & Company, Inc., a Corporation organized and existing under the laws of the State of Louisiana and domiciled in the City of LaPlace, Parish of St. John the Baptist, that Joseph V. Caldarera, President of said Corporation, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, bidding, concerns and transactions, including but not limited to, the execution of any and all bids, papers, documents, affidavits, bonds, sureties, contracts and acts of whatever kind and to receive and receipt therefor all purchase orders and notices issued pursuant to the provisions of any such bid and/or contract on behalf of said Corporation and to do all things necessary in the premises, this Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

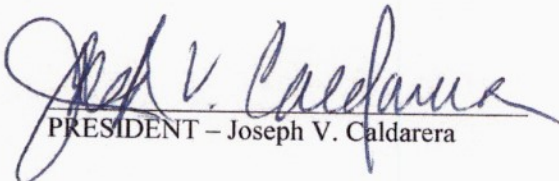
I HEREBY CERTIFY THE CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.


SECRETARY – Raymond D. Caldarera

01.26.2022

DATE

APPROVED:


PRESIDENT – Joseph V. Caldarera