

**Federal Fair Labor Standards Act (Federal Minimum Wage)**

**(Source: 29 U.S.C. § 201, et seq)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

**Occupational Safety and Health Act of 1970**

**(Source: 29 CFR part 1910)**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**Access to Records and Reports**

**(Reference: 2 CFR § 200.326, 2 CFR § 200.333, FAA Order 5100.38)**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**Buy American Preference**

**(Reference: Title 49 USC § 50101)**

**Buy American Preference Statement**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal

Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

### **Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7-12-21  
Date

  
Signature MICHAEL GUY WHALEY

ERNEST P. BREAUX ELECTRICAL, LLC  
Company Name

PRESIDENT INDUSTRIAL DIVISION  
Title

## **Energy Conservation Requirements**

(Source: 2 CFR § 200 Appendix II(H))

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

## **Tax Delinquency and Felony Convictions**

(Source: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014; DOT Order 4200.6)

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- a) The applicant represents that it is ( ) is not (x ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not (x ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that

vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**Procurement of Recovered Materials**  
(Source: 2 CFR § 200.322, 40 CFR part 247)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- c) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- d) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/consERVE/tools/cpg/products/](http://www.epa.gov/epawaste/consERVE/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**Termination of Contract**

(Source: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10 – Section 80-09)

Termination for Convenience

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with the uncompleted work;
- 3) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### Termination for Default

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

#### **Debarment and Suspension**

(Source: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)

#### CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## QUESTIONNAIRE

Please complete and return to Chennault International Airport Authority, attention Andrea LaFleur, Director of Executive and Airport Affairs, 3650 Senator J. Bennett Johnston Avenue, Lake Charles, LA 70615.

1. Firm's Name: ERNEST P. BREAUX ELECTRICAL, LLC

Address: 2812 BROKEN ARROW ROAD

City, State, Zip: NEW IBERIA, LA 70560

2. Firm's status as a DBE or non-DBE: NON-DBE  
Disadvantaged Business Enterprise

3. Date Firm Established: 1945

4. Firm's Annual Gross Receipts:

       Less than \$500,000

       \$500,000 - \$1,000,000

       \$1,000,000 - \$1,500,000

       \$1,500,000 - \$2,000,000

       \$2,000,000 - \$2,500,000

       \$2,500,000 - \$3,000,000

  X   Above \$3,000,000

Signature: 

Print: MICHAEL GUY WHALEY

Title: PRESIDENT INDUSTRIAL DIVISION

Date: 7-12-21

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** Chennault International Airport Authority  
3650 Sen J Bennett Johnston Ave  
Lake Charles, LA 70615

**BID FOR:** Air Traffic Control Tower Generators  
Replacement  
CIAA Project #2021-17

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: Lechtenberg Consulting, Inc., Post Office Box 6483, Lake Charles, LA 70606 and dated: June 2021

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** *(Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)* #1

**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:  
EIGHTY THREE THOUSAND TWO HUNDRED THIRTY & NO/100 -- Dollars (\$ 83,230.00 )

**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.

**Alternates No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
N/A Dollar (\$ N/A )

**Alternates No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
N/A Dollar (\$ N/A )

**Alternates No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
N/A Dollar (\$ N/A )

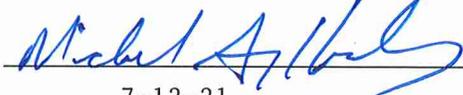
**NAME OF BIDDER:** ERNEST P. BREAUX ELECTRICAL, LLC

**ADDRESS OF BIDDER:** P.O. BOX 11640, NEW IBERIA, LA 70562-1640  
2812 BROKEN ARROW ROAD, NEW IBERIA, LA 70560

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 62810

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** MICHAEL GUY WHALEY

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** PRESIDENT INDUSTRIAL DIVISION

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

**DATE:** 7-12-21

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* 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.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by 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 R.S. 38:2218(A) is attached to and made a part of this bid.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT Ernest P. Breaux Electrical, LLC as Principal, and Nationwide Mutual Insurance Company as Surety, are held and firmly bound unto the Chennault International Airport Authority as obligee in the full and penal sum of five percent (5%) of the total amount of this bid including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

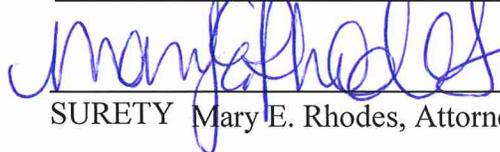
AIR TRAFFIC CONTROL TOWER GENERATOR REPLACEMENT  
CIAA PROJECT #2021-17  
LAKE CHARLES, LOUISIANA

**NOW, THEREFORE**, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the contract with surety acceptable to the obligee, then this obligation shall be void; otherwise to remain in full force and effect.

Ernest P. Breaux Electrical, LLC

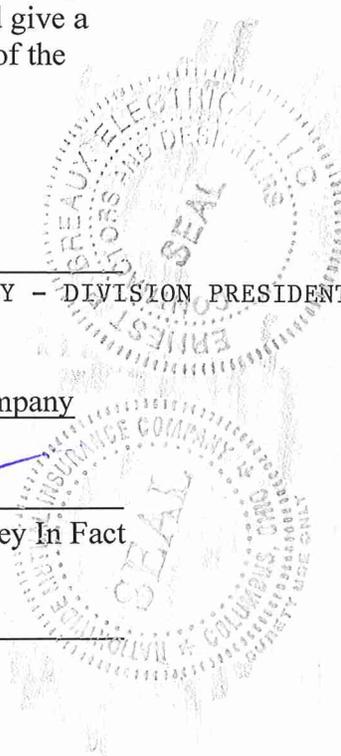
  
PRINCIPAL MICHAEL GUY WHALEY - DIVISION PRESIDENT

Nationwide Mutual Insurance Company

  
SURETY Mary E. Rhodes, Attorney In Fact

07/13/2021

DATE



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AMY L DOUGAY; CHARLES E REAGIN, III; CHARLOTTE RAMSEY; CHARLOTTE L WRIGHT; CHRISTOPHER BOONE; DAVID FORTENBERRY; DEBBIE DUNAWAY; DEWEY B MASON; JAMES ELEY BRASHIER; JOSEPH BEATTIE; KATHLEEN SCARBOROUGH; KIMBERLY BARHUM; LISA BUTLER; MARKHAM R MCKNIGHT; MARY E RHODES; PATRICK MASON; STEPHANIE S MCKNIGHT; STEVEN P THIBODEAUX; SUSAN SKRMETTA; TAWANDA A WEATHERSPOON; THOMAS M SANDAHL; TRENT J SANDAHL; TROY P WAGENER; WILLIAM G MCKNIGHT;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

*Antonio C. Albanese*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Dello  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

*Suzanne C. Dello*  
Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of

*July, 2021*

*Laura B. Guy*

Assistant Secretary



Contractors

Designers

RESOLUTION

BE IT RESOLVED by the Board of Managers of ERNEST P. BREAUX ELECTRICAL, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, and domiciled in the City of New Iberia that Philip B. Breaux, President and Chief Executive Officer of the Company, and/or David P. Bell, President of the Commercial Division of the Company, and/or Michael G. Whaley, President Industrial/Highway Division of the Company and/or Richard Byrom President of the Utility Division of the Company be and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Company.

Philip B. Breaux
President, Chief Executive Officer

David Bell
President -Commercial Division

Michael G. Whaley
President - Industrial/Highway Division

Richard Byrom
President-Utility Division

CERTIFICATE

I, Beth Champagne, Secretary of ERNEST P. BREAUX ELECTRICAL, L.L.C., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Managers of said company at a meeting thereof legally held on the 7th day of January, 2020; that said resolution is duly entered into the records of said company; it has not been rescinded or modified; that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said company on this 12TH day of JULY, 2021.

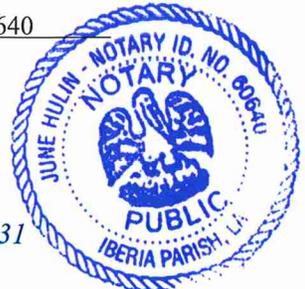
Beth Champagne, Secretary

State of: Louisiana

County/Parish of: Iberia

Subscribed and sworn to before me this 12TH day of JULY, 2021.

Notary Public: June Hulin My commission expires: Life Louisiana Notary No.: 060640
JUNE HULIN



**PART III**

LSA - R.S. 38:2290-2296

That affiant does hereby state that he has read and agrees to comply with and be subject to these statutory provisions regarding regulation of closed specifications and exclusive distribution of materials.

**PART IV**

LSA - R.S. 38:2212

That affiant fully understands that all public works contracts shall be let by contract to the lowest responsible bidder who has proposal according to the contract, plans, and specifications as advertised; and

That affiant acknowledges that he has read and understands of the Instructions to Bidders, and that the price shown on the bid form is based solely on the Bidding Documents, including any addenda.

BY: *Michael Guy Whaley*

MICHAEL GUY WHALEY - DIVISION PRESIDENT

**SWORN TO AND SUBSCRIBED BEFORE ME THIS**

12TH DAY OF JULY, 2021.

*June Hulín*  
NOTARY)  
JUNEEHULIN #60640



STATE OF LOUISIANA  
PARISH OF CALCASIEU

PROJECT: Air Traffic Control Tower Generator  
Replacement  
CIAA Project #2021-17

LOCATION: Chennault International Airport  
Authority  
Lake Charles, Louisiana

#### AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally come and appeared MICHAEL GUY WHALEY representing ERNEST P. EBREAUX WE ELECTRICAL, LLC who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath and certify:

#### PART I

LSA - R.S. 38:2224

(1) That affiant 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, alternations 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

(2) 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 alterations or demolition of public building or project were in the regular course of their duties for affiant.

#### PART II

LSA - R.S. 38:2190

That the architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm partnership, or other organization which supplies materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose of this section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

Whoever violates the provisions of this part shall be guilty of a misdemeanor and shall be fined not more than \$1,000 or imprisoned for not more than six months, or both.

**Air Traffic Control Tower Generator Replacement**  
**NAME OF PROJECT**

**CIAA PROJECT #2021-17**  
**PROJECT NO.**

ERNEST P. BREAUX ELECTRICAL, LLC  
**NAME OF GRANTEE**

7-13-21  
**DATE OF BID**

**ATTESTATIONS**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

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

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

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

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

**LA. R.S. 38:2212.10 VERIFICATION OF EMPLOYEES**

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

ERNEST P. BREAUX ELECTRICAL, LLC  
**NAME OF BIDDER**

MICHAEL GUY WHALEY  
**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

7-12-21  
**DATE**

PRESIDENT INDUSTRIAL DIVISION  
**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

  
**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDERS**