

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: JEFFERSON PARISH PURCHASING
200 DERBIGNY STREET, SUITE 4400
GRETNA, LA 70053

BID FOR: WOODMERE PLAYGROUND AIRNASIUM
A/E PROJECT NO. 20-1946D
BID PROPOSAL NO. 50-00144150

(Owner to provide name and address of owner)

(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: MEYER ENGINEERS, LTD. and dated OCTOBER 31, 2023.

(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) 1, 2

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:

Eight Hundred Eighty Seven Thousand & 00/100 Dollars (\$ 887,000.00)

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.

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

N/A Dollars (\$ _____)

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

N/A Dollars (\$ _____)

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

N/A Dollars (\$ _____)

NAME OF BIDDER: C.D.W. SERVICES, LLC

ADDRESS OF BIDDER: 3500 N Causeway Blvd, Ste 1208, Metairie, LA 70002

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 45228

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Christopher Walker

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Managing Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: 02/22/2024

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) attached to and made a part of this bid.

CERTIFICATE OF AUTHORITY OF LIMITED LIABILITY COMPANY

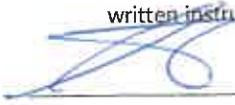
Date: 02/22/2024

The undersigned (the "Members") hereby certify that the Members are all of the members of C.D.W. SERVICES, L.L.C. (the "Company") or all of the members or managers of the Company required by the Company's articles of organization or operating agreement or contract to transact the Company's business and to grant the authority granted herein. Each of the Members hereby certifies that the Company is a limited liability company or domestic limited liability company, as such terms are defined in La. R. S. 12:1301, organized under the laws of the State of Louisiana and registered with the Louisiana Secretary of State in accordance with La. R.S. 12:1301, et seq., or a foreign limited liability company authorized to do business in the State of Louisiana pursuant to a certificate of authority issued by the Louisiana Secretary of State pursuant to La. R.S. 12:1342, et seq,

The Members hereby authorize, name, constitute and appoint:

CHRISTOPHER D. WALKER (referred to as "Authorized Individual" whether one or more, with any one of them having full authority to act alone on behalf of the Company) for and in the name and on behalf of the Company to do the following, until written instructions to the contrary are provided by the Company;

- i) Authority to conduct, manage, and transact the business and affairs for and on behalf of the Company; to purchase, sell, transfer, and convey or to mortgage real estate and to receive the price thereof, in the name of the Company, on such terms and conditions as said Authorized Individual shall deem proper in said Authorized individual's sole and uncontrolled discretions, and receive and receipt for rents and proceeds thereof as the same shall fall due; to make, sign and execute in name of the Company, all acts, whether of sale, mortgage, lease, re-lease, contract, compromise, covenant, deed, assignment, agreement, tax returns or otherwise, that shall' or may be requisite or necessary; or containing such terms, conditions and provisions as said Authorized Individual shall deem fit and proper and bind the Company thereby as firmly as if same were or had been its own proper act and deed; to ask, demand, have, take, sue for and by all lawful ways and means to recover and receive of and from all and every persons, firms or Company, all and every sum' of money, goods, debts, property and effects whatsoever, that now is or are or may hereafter be in his, her, their or its custody or possession, due, owing, coming or belonging to the Company, whether by bills, notes, book-debts, accounts, consignments, or for and by any reasons or means whatsoever, and to that end with whom it may concern, to accept and settle all accounts, and upon recovery and receipt, the premises to make and give good and sufficient discharge and acquaintances; to appear before all courts of law, and there to do, prosecute and defend, as occasion shall require, or to compromise, compound and agree in the premises, by arbitration or otherwise, as the said Authorized Individual shall in said Authorized Individual's discretion, think fit, also to apply for and obtain all and any attachments, sequestrations, injunctions and appeals, or give the requisite security and sign the necessary bonds; negotiate, settle, and compromise any and *all* causes of action associated to the damaging of any property described herein; to receive and receipt any and all proceeds thereof and to execute any and all documents or compromise agreements or settlement agreements in association therewith; and generally to do and perform all and every other act, matter and thing whatsoever as shall or may be requisite or necessary in the premises, as in the sole discretion of said Authorized Individual may seem requisite or proper, all as fully, amply and effectually, and to all intents and purposes with the same validity as if all and every such act, matter or thing, were or had been particularly stated, expressed and especially provided for, or as the Company could or might do if personally present; also with full power of substitution and revocation;; and the said Company hereby agrees to ratify and confirm all and whatsoever the said Authorized Individual shall lawfully do or cause to be done by virtue of this Certificate of Authority.
- ii) Further, Authorized Individual is hereby authorized and empowered to appear before a Notary Public to sign and execute on behalf of the Company any and all documents necessary to perform the within described acts which he in his sole discretion shall deem necessary and proper. The Company and all members thereof shall be bound by all instruments, documents, agreements, and other writing executed by the Authorized Individual.
- iii) Further, that any and all action taken by Authorized Individual in Connection with this Certificate of Authority is hereby ratified and confirmed.
- iv) All persons, firms or corporations shall be entitled to rely on the authority granted herein to the Authorized Individual unless or until written instructions to the contrary signed by the Members are received by them.


CHRISTOPHER D. WALKER, Managing Member



SECRETARY OF STATE

(<https://www.sos.la.gov/Pages/default.aspx>)

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Name	Type	City	Status
C.D.W. SERVICES, LLC	Limited Liability Company	METAIRIE	Active

Previous Names

Business: C.D.W. SERVICES, LLC
Charter Number: 36072493K
Registration Date: 12/15/2005

Domicile Address

3500 N CAUSEWAY BLVD
 SUITE 1208
 METAIRIE, LA 70002

Mailing Address

C/O CHRISTOPHER WALKER
 3500 N CAUSEWAY BLVD, STE 1208
 METAIRIE, LA 70002

Status

Status: Active
Annual Report Status: In Good Standing
File Date: 12/15/2005
Last Report Filed: 11/21/2023
Type: Limited Liability Company

Registered Agent(s)

Agent:	CHRISTOPHER WALKER
Address 1:	3500 N CAUSEWAY BLVD, STE 1208
City, State, Zip:	METAIRIE, LA 70002
Appointment Date:	12/15/2005

Officer(s)

Officer:	CHRISTOPHER D. WALKER	Additional Officers: No
Title:	Manager, Member	
Address 1:	3500 N CAUSEWAY BLVD, STE 1208	
City, State, Zip:	METAIRIE, LA 70002	

Amendments on File (2)

Description	Date
Domestic LLC Agent/Domicile Change	11/12/2013
Appointing, Change, or Resign of Officer	3/11/2014

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Public Works Bid

AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

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

Christopher Walker, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Managing Member of C.D.W. SERVICES, LLC (Entity), the party who submitted a bid in response to Bid Number 50-00144150, 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 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.

Affiant further said:

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

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.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

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

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity 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.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

Signature of Affiant

Christopher Walker

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 19th DAY OF February, 2024

Notary Public

Patricia B. Schof

Printed Name of Notary

#49624

Notary/Bar Roll Number

My commission expires With Life



Paid Invoice Report
CDW Services, LLC
6/13/2023

Vendor: BYRONLEE Committee to Elect Byron Lee

<u>Voucher Number</u>	<u>Invoice Number</u>	<u>PO/Sub Number</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>Check Number</u>	<u>Check Date</u>	<u>Paid</u>	<u>Ret.</u>	<u>Discount</u>
18819	060123		6/1/2023	1,000.00	29158	6/1/2023	1,000.00	0.00	0.00
				<u>1,000.00</u>			<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>
				1,000.00			1,000.00	0.00	0.00

Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

PRINCIPAL NAME C.D.W. Services LLC	PRINCIPAL ADDRESS 3500 N Causeway Blvd, Ste 1208, METAIRIE, LA 70002
SURETY NAME Merchants Bonding Company (Mutual)	SURETY ADDRESS 6700 Westown Parkway, West Des Moines, IA 50266
OBLIGEE NAME Jefferson Parish	OBLIGEE ADDRESS 200 Derbigny Street, Gretna, LA 70053

Bond Information

BID DATE 02/22/2024	CONTRACT ID 50-00144150	CONTRACT VENDOR ID 241872
PROJECT DESCRIPTION Woodmere Playground Airnasium 4100 Glenmere Dr., Harvey, La 70058 Project No. 20-1946D Department of Recreation		
AMOUNT OF BID SECURITY 5%	AMOUNT OF BID SECURITY-SPELLED OUT Five Percent of Amount Bid	
BOND ENTERED AND EXECUTED BY Steven M. Baas		ATTORNEY-IN-FACT SIGNATURE <i>Steven M. Baas</i>

Know all men by these presents that Merchants Bonding Company (Mutual), a Corporation duly organized under the laws of the State of Iowa, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Steven M. Baas Unlimited

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

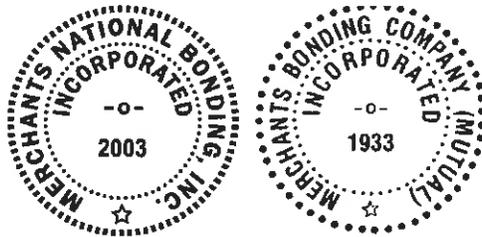
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this **02/19/2024**



**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY**

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this **02/19/2024**

, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

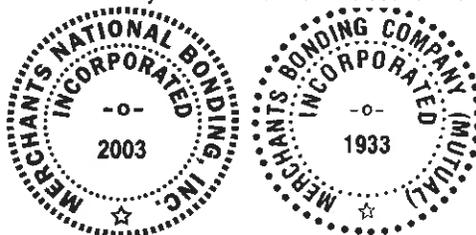


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **02/19/2024**



William Warner Jr.
Secretary

POA 0018 (10/22)

