



Exhibit B- Compliance with Federal Regulations

OWNER: **DIOCESE OF LAKE CHARLES OR ITS RELATED CORPORATIONS**

THE PROPOSER WILL COMPLY WITH THE FOLLOWING STATUTES, REGULATIONS and EXECUTIVE ORDERS:

- Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375.
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- Debarment and Suspension.
- Byrd Anti-lobbying Amendment
- Procurement of Recovered Materials
- Contract Work Hours Safety Standards Act (40 U.S.C. 327-330) Sections 103 and 107 as supplemented by Department of Labor regulations (29 CFR Part 5).
- Clean Air Act (42 U.S.C. 1857/(h)) Section 306
- Clean Water Act (33 U.S.C. 1368) Section 508
- Executive Order 11738 and Environmental Protection Agency (40 CFR Part 15)
- Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
- All FEMA published compliance requirements, including but not limited to FEMA EM-3538-LA and DR-4559-LA
- FEMA access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- FEMA requirement for retention of all records for three years after receipt of final payment and all other matters are closed.
- Cooperate with and allow full access to all FEMA representatives regarding this site.
- Ensure that all subconsultants are aware of the requirements imposed upon them by Federal statute and regulation and include language in the contracts that requires the subconsultants to abide by all of the terms and conditions of the contract.

 President 9/20/22

Signature and Title of Proposer's Representative / Date

David Clause - President 9/20/2022

Printed or Typed Name and Title of Proposer's Representative / Date



Exhibit C- Non-Collusion Affidavit

OWNER DIOCESE OF LAKE CHARLES OR ITS RELATED CORPORATIONS

PROPOSER Clause Construction Co Inc

PROJECT Sacred Heart of Jesus Catholic Church
Hurricane Laura Repairs

Affiant, David Clause, states that:

Affiant is (enter title) President of Clause Construction Co, Inc, "the Proposer". Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.

The Proposer has submitted to the Diocese of Lake Charles or its related corporations, ("The Owner"), a "Proposal and/or Bid, for construction and related services, also referred to in this Affidavit as "The Work"

This Affidavit is executed by Affiant for inclusion with the submission to the Owner of the Proposal and may be relied upon by the Owner in considering the Proposal.

Affiant is fully informed about the preparation and contents of the Proposal and of all pertinent circumstances surrounding the Proposal, and has not entered into any contract; combination, conspiracy or other act prohibited by Law and the Proposal or Bid is genuine and is not collusive and sham.

Neither the Proposal nor any of the Proposal's owners, officers, partners, directors, agents, representatives, principals, employees or parties in interest, including this Affiant, have in any way entered or proposed to enter into any combination to prevent the making of any Proposal, or to fix any prices (including overhead, profit or other costs) for the Proposal; or have made any agreement, or given or promised any consideration to induce any other person not to propose for the Work, or to propose at a specified price; or have secured, proposed or intended to secure through any agreement an unlawful advantage against the Owner or any other person interested in the Work. The Proposal is not intended to secure an unfair advantage or benefit from the Owner or in favor of any person interested in the Work.

Affiant employed no person, either directly or indirectly, to secure the Contract(s) "The Work", other than persons regularly employed by the Affiant whose services in

connection with the Work or in securing the Contract(s) were in the regular course of their duties for the Proposer.

No part of the Contract Price(s) was paid, or if Affiant is awarded the Contract(s) will be paid, to any person for soliciting the Contract(s) other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the Work or in securing the Contract(s) were in the regular course of their duties for Affiant.



NON-COLLUSION AFFIDAVIT

The prices bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of the Proposer's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant; and neither the Proposer nor any of its owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have divulged any information regarding the Proposer or any data about the Proposer to any other person.

By (signature)  Title President

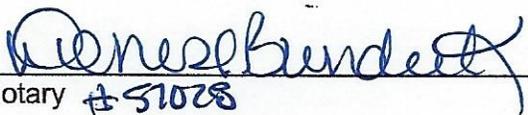
Printed or Typed Name David Clause Date 9/20, 2022

STATE OF LOUISIANA

PARISH OF St. Landry

Before me, a Notary commissioned, qualified and acting, personally appeared (enter name of the person signing this Affidavit) David Clause
To me well known to be the person described is and who signed this Affidavit, who being by me first duly sworn upon oath, says that he/she has been authorized by (enter Proposer's name) Clause Construction Co Inc to execute this Affidavit on behalf of the named Proposer in favor of the Owner for the uses and purposes mentioned.

Subscribed and sworn to before me this 20th day of September, 2022.


Notary #51028

BID BOND

Date: September 8, 2022

KNOW ALL MEN BY THESE PRESENTS:

That Clause Construction Co. of Eunice, Inc of Eunice, LA, as Principal, and United States Fire Insurance Company, as Surety, are held and firmly bound unto the Diocese of Lake Charles (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, 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.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

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

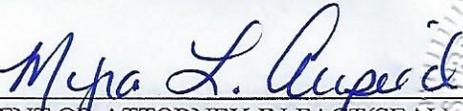
Sacred Heart of Jesus Catholic Church
DOLC Project #: 20.0028.18

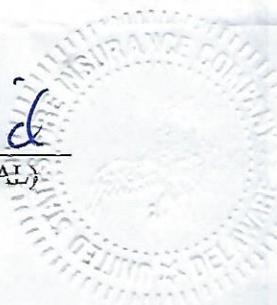
NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Clause Construction Co. of Eunice, Inc
PRINCIPAL (BIDDER)

United States Fire Insurance Company
SURETY

BY: 
AUTHORIZED OFFICER-OWNER-PARTNER
David Clause, President

BY: 
AGENT OR ATTORNEY-IN-FACT (SEAL)
Myra L. Aupied, Attorney-In-Fact



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0175722

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Randolph A. Brunson, Fiona Jane Boyd, Myra L. Aupied, Miller B. Hilliard

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

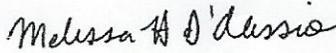
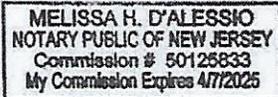
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



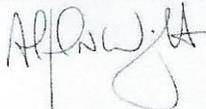
Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8th day of September 20 22

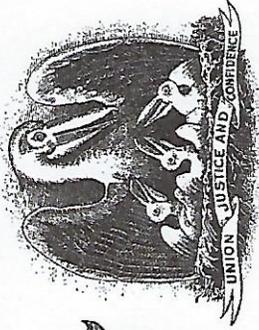
UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

CLAUSE CONSTRUCTION COMPANY OF EUNICE, INC.
211 Eastpark Drive
Eunice, LA 70535

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; MECHANICAL WORK (STATEWIDE)



Expiration Date: April 22, 2023

License No: 28100

Witness our hand and seal of the Board dated,
Baton Rouge, LA 23rd day of April 2022

Will S. McCoy

Director

Lee Madgett

Chairman

Andy Ramey

Treasurer

This License Is Not Transferrable

MINUTES OF THE MEETING OF THE
OFFICERS AND STOCKHOLDERS
OF
CLAUSE CONSTRUCTION COMPANY OF EUNICE, INC.

At a special joint meeting of the Stock Holders, Board of Directors, and Officers of Clause Construction Company of Eunice, Inc., duly called and held at its office in Eunice, Louisiana, on this 10 day of September, 2022, there were present the following:

PRESENT:

JOHN DAVID CLAUSE - President
Denise Bundick - Secretary

Upon motion duly made, seconded and unanimously adopted, all Officers, Directors and Stockholders waived all notice and/or requirements of the holding of the present meeting.

A general discussion ensued relative to the continued authority of the President to act on behalf of the corporation relative to the bidding and execution of building contracts on behalf of the corporation. After a full discussion of the matter, the following Resolution was offered, duly seconded and unanimously carried by all of the Officers, Directors and Stockholders of the corporation, to-wit:

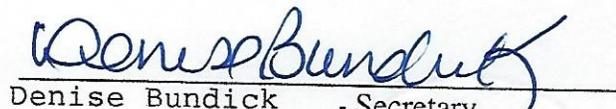
RESOLUTION

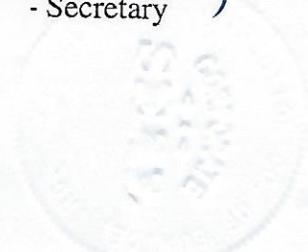
"BE IT RESOLVED by the Officers, Directors and Stockholders of CLAUSE CONSTRUCTION COMPANY OF EUNICE, INC., that John David Clause, President of this Corporation, be, and he is hereby authorized, directed and empowered in the name of and on behalf of this Corporation, to enter into the bidding of building contracts and in connection therewith to enter into contracts pursuant to successful bidding on behalf of the Corporation. In connection therewith, the said John David Clause, is further authorized to execute any and all instruments needful and necessary to accomplish the intents and purposes of this Resolution."

"BE IT FURTHER RESOLVED that the said John David Clause is hereby authorized to execute any and all instruments needful and necessary to accomplish the intents and purposes of this Resolution."

There being no further business to come before the Board, it was moved, seconded and unanimously adopted that the meeting be adjourned.


John David Clause - President


Denise Bundick - Secretary



CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the minutes of the meeting held on the 20th day of September, 2022, by the Board of Directors, Officers and Stockholders of Clause Construction Company of Eunice, Inc.

Eunice, Louisiana, this 20th day of September, 2022

Denise Bundick

Denise Bundick - Secretary

