

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Purchasing Department
Room Suite 4400
Jefferson Parish General Governmental Building
200 Derbigny Street, Gretna, La 70053

BID FOR: JeffCap Headstart New Modular Building
11312 Jefferson Highway
River Ridge, La 70123
Bid No. 50-00138524

(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: N-Y Associates, Inc. and dated: February 18, 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) #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:

One Million two hundred Seventy thousand dollars \$ 1,270,000.00 Dollars (\$ 1,270,000.00)

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: Crescent Commercial Construction, LLC

ADDRESS OF BIDDER: 614 Central Ave
Jefferson, LA 70121

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 49154

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Roy Frischhertz III

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Manager/Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: [Signature]

DATE: 7-26-22

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.

**UNANIMOUS CONSENT RESOLUTION  
MEMBER OF  
CRESCENT COMMERCIAL CONSTRUCTION, LLC.**

Be it resolved by the Sole Member of Crescent Commercial Construction, LLC., that Roy Frischhertz III be and he is hereby authorized for and on behalf of the LLC to enter and/or enter into any and all contracts, bids, and other agreements and construction documents as he in her sole discretion deems advisable for the LLC, and that he further be authorized for and on behalf of the LLC to execute same and take all other steps necessary to perform and/or effect for and on behalf of the LLC.

Thus done and executed by the Sole Member this 1st day of July, 2021.



\_\_\_\_\_  
**ROY FRISCHHERTZ III – Manager/Member**

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 1<sup>st</sup> day of July, 2021  
to certify which witness my hand and seal of office.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for Jefferson Parish, Louisiana

MY COMMISSION EXPIRES: upon my death

**JENNIFER B. FAVALORA**  
Notary Public (ID# 57639)  
Orleans Parish, Louisiana  
Commission Issued For Life

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

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

Frischhertz III, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Manager/Member of Crescent Commercial Construction, LLC (Entity), the party who submitted a bid in response to Bid Number 5000138524, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

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

Roy Frischhertz III

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 26 DAY OF July, 2022



Notary Public

Kathleen W Valenti

Printed Name of Notary

62879

Notary/Bar Roll Number

My commission expires

life



June 26, 2022

### CAMPAIGN CONTRIBUTION DISCLOSURES

Below is a list of all campaign contributions made to current or former elected officials of the Parish of Jefferson by Crescent Commercial Construction, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the 2 years period immediately preceding the date of this affidavit:

- 1) Contribution Date: 3/5/18; Amount \$250.00 to Joseph Lopinto
- 2) Contribution Date 4/9/21; Amount \$500.00 to Laurie Schlegel

---

CRESCENT COMMERCIAL CONSTRUCTION, LLC  
ROY FRISCHERTZ III  
MANAGER/MEMBER

# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Crescent Commercial Construction, LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>614 Central Ave</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Jefferson, LA 70121</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number									
or									
Employer identification number									
7	5	-	3	2	5	3	5	5	1

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7/26/22</b>
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**General Instructions**

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

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





## ADDITIONAL REMARKS SCHEDULE

AGENCY Ellsworth Corporation		NAMED INSURED Crescent Commercial Construction, LLC 614 Central Avenue Jefferson, LA 70121 Jefferson	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Worker's Compensation - Blanket Waiver of Subrogation per forms WC000313; USL&H  
Excess Liability is excess over the General Liability, Auto Liability, Employers Liability.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner, lessee or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
 ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner, lessee or manager of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving "new residential construction activities".  "New residential construction activities" means all construction activities and work related to any structure used or intended to be used as a residence (except apartments), other than repair or remodeling of such structures that are or have been certified for occupancy prior to commencement of such repair or remodeling work performed by you or on your behalf.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**3. Limits of Insurance**

- a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:
  - (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of “property damage”;
  - (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of “property damage” arising out of any one “occurrence”;
  - (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and
  - (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

**4. Other Insurance**

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

(Insurance Services Office Endorsement CG 20 01 04 13)

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

(Insurance Services Office Endorsement CG 24 04 05 09)

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization, but only if the following conditions are met:

- (1) You have expressly agreed to the waiver in a written contract; and
- (2) The injury or damage first occurs subsequent to the execution of the written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: CRESCENT COMMERCIAL CONSTRUCTION LLC

Policy Number 128094-D

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver