

**All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form**

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF Jan 1, 2018

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

N/A

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

48896

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Command Construction Industries, LLC

ADDRESS: 3206 N. TURNBULL DRIVE

CITY, STATE: Metairie, LA ZIP: 70002

TELEPHONE: (504) 887-8795 FAX: (504) 887-8906

EMAIL ADDRESS: Kelly@commandindustries.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1 Dated 8-14-17  
NUMBER: 2 Dated 8-22-17  
NUMBER: 3 Dated 8-25-17  
NUMBER: N/A

TOTAL PRICE OF ALL BID ITEMS: \$ 75,500.00

AUTHORIZED SIGNATURE: [Signature]

Kelly Commander  
Printed Name

TITLE: Managing Member

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

**NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.**

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00120265

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>FURNISH AND INSTALL A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTEM AT VARIOUS INTERSECTIONS FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING</p> <p>0001 - LABOR, MATERIAL AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL APPROXIMATELY 1256 FEET OF A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTEM AT INTERSECTIONS LISTED IN THE ATTACHED SPECIFICATIONS.</p> <p>CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING FLEX POSTS AT THE APPLICABLE LOCATIONS PRIOR TO INSTALLATION OF THE NEW MODULAR SYSTEM.</p>	<p>\$ 75,500.00</p>	<p>\$ 75,500.00</p>



**Bond Number: SLA17624937**

### Contractor Information

**Principal:** Command Construction Industries, LLC

**Address:** 3206 North Turnbull Drive Metairie Louisiana 70002 United States

### Owner/Obligee Information

**Bond Form:** Bid Bond in accordance with Contract Specifications

**Owner/Obligee:** Jefferson Parish

**Address:** 200 Derbigny Street Gretna Louisiana 70053 United States

### Bond Information

**Surety:** Arch Insurance Company

**Bid Date:** 9/7/2017

**Estimated Contract Price:**

**Time For Completion:**

**Liquidated Damages:**

**Estimated Work On Hand:**

**Amount of Bid Security:** 5%

**Contract # or IFB #:** 50-00120265

**Description of Job:** FURNISH AND INSTALL A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTEM AT VARIOUS INTERSECTIONS FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING

**Job Breakdown:**

### Electronic Bidding Information

**Bid Security Percentage:** 5

**Bid Security Maximum:**

**Owner Assigned Contractor Number:** 254006

### Primary Agency:

Ellsworth Corporation

Power of Attorney Limited to: 30,000,000

**Executed**

**Entered By:** Alexander J. Ellsworth - 9/6/2017 2:29:14 PM ET

**Approved & Executed By:**

*Alexander J. Ellsworth*

Alexander J. Ellsworth (Signed: 06-Sep-2017 02:30 PM EDT (UTC-04:00))

Signature Information

Know all men by these presents that Arch Insurance Company, a Corporation duly organized under the laws of the State of Missouri, are held and firmly bound unto the

above owner/obligee by this 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.

© S2000, Inc.

Document ID: S2000-1000922578

## **Non-Public Works Bid Affidavit Instructions**

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

*Instruction sheet may be omitted when submitting the affidavit*

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Mt. Gammon

BEFORE ME, the undersigned authority, personally came and appeared: Kelly  
Commander, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized managing member of Command Construction Industries, LLC (Entity),  
the party who submitted a bid in response to Bid Number 50-00120265, 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.

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.

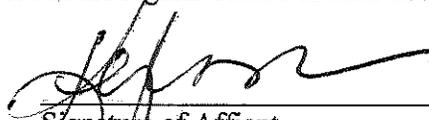
Choice B  There are **NO** debts which would require disclosure under Choice A of this section.

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

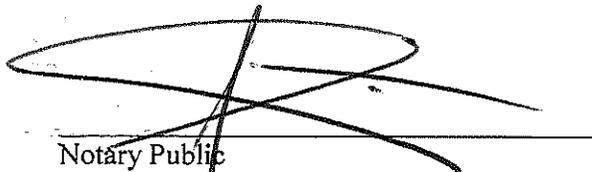
*[The remainder of this page is intentionally left blank.]*

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.

  
\_\_\_\_\_  
Signature of Affiant

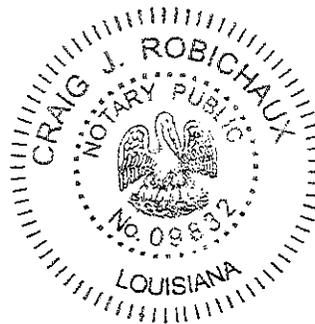
Kelly Commander Managing member  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 11<sup>th</sup> DAY OF August, 2017.

  
\_\_\_\_\_  
Notary Public

Craig J. Robichaux  
Printed Name of Notary

17119  
Notary/Bar Roll Number



My commission expires at death.



Addendum to Affidavit  
Campaign Contributions

John Young

7/16/15 \$2500

3/29/11 \$2000

9/23/10 \$1500

9/23/10 \$1500 (listed on LA Board of Ethics website, but believe this is a duplication)

Ben Zahn

10/20/16 \$1000

9/12/16 \$1000

3/31/16 \$500

8/27/13 \$1000

8/26/11 \$250

1/11/10 \$250

Chris Roberts

10/21/09 \$300

Mike Yenni

10/12/15 \$1000

3206 N. TURNBULL DRIVE  
METAIRIE, LA 70002  
504-887-8795  
504-887-8906 (FAX)

# IMPACT recovery

## TERMS AND CONDITIONS

Ordering Information: Orders subject to factory acceptance. Original, faxed, or emailed purchase orders are required.

Returned items require authorization and are subject to a 15% restocking fee.

### Freight Terms

Prices are F.O.B San Antonio, Texas. Taxes added where applicable. If you choose to ship your order prepaid, the exact shipping charges from the freight carrier will be added to the invoice.

## LIMITED WARRANTY

This product has been manufactured and tested to the highest quality standards by Impact Recovery Systems, Inc. This Limited Warranty covers defects in material or workmanship in new Impact Recovery Systems, Inc. products. This warranty extends to the original purchaser only and is non-transferable. Only users purchasing Impact Recovery Systems, Inc. products from Impact Recovery Systems, Inc., its authorized distributors or resellers, or through Impact Recovery Systems, Inc. authorized websites may obtain coverage under this Limited Warranty.

### What is covered?

Impact Recovery Systems, Inc. warrants this product against defects in material or workmanship as follows:

Impact Recovery Systems, Inc. will replace at no charge any product or part of the product or, at its option, replace parts only for any product that proves defective because of improper workmanship and/or material, under normal installation, use, service and maintenance. If Impact Recovery Systems, Inc. is unable to provide a replacement and repair is not practical or cannot be made in a timely fashion, Impact Recovery Systems, Inc. may elect to refund the purchase price in exchange for the return of the product.

### How Long Does The Coverage Last?

Our warranty periods are one and five years from the documented date of purchase, depending on the type of product as follows:

- Five Years, Pro-Rated after Year One: Tuff Curb® XLP
- One Year: All other products



### What Our Warranty Does Not Cover?

Our warranties do not cover any problems that are caused by:

1. Conditions, malfunctions or damage not resulting from defects in material or workmanship.
2. Conditions, malfunctions or damage resulting from normal wear and tear, improper installation, improper maintenance, misuse, abuse, negligence, accident or alteration.
3. Conditions, malfunctions or damage resulting from the addition, incorporation, and use and association with any accessory or product not manufactured by Impact Recovery Systems, Inc.

Our limited warranties are void if a product is returned with removed, damaged or tampered labels or any alterations (including removal of any component).

### How to File a Claim?

Impact Recovery Systems, Inc. will not provide any warranty coverage unless claims are made in compliance with all terms of the controlling warranty statement included with your product and you follow proper return procedure. To request warranty service, you will need to provide the following to receive a Return Merchandise Authorization (RMA) number:

1. The Purchase Order Number or other evidence of the date and place of purchase.
2. A description of the defect or non-conformity, in writing within thirty (30) days of the discovery
3. If requested, delivery of the product or the defective part, postage prepaid and carefully packed and insured, along with the RMA number, to:

Impact Recovery Systems  
ATTN.: Customer Service  
4955 Stout Drive  
San Antonio, Texas 78219

When warranty service is completed, any repaired or replacement product or part will be returned to you postage prepaid. If replacement product is being provided with returned merchandise, the customer will be responsible for shipping costs.

### What State Law Applies?

This limited warranty has been accepted and made performable in Bexar County, Texas. The agreement for the sale of these products manufactured by Impact Recovery Systems, Inc., and the rights and obligations of the parties shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflicts of laws. Exclusive venue for resolution of any dispute between the parties related to the sale of such products shall be in Bexar County, Texas.

## DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IRS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING IN ANY MANNER ITS PRODUCTS OR PRODUCT CONDITIONS, INCLUDING, WITHOUT LIMITATION, THAT OF MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR A RESULT TO BE DERIVED FROM THE USE OF ITS PRODUCTS THEREOF, AND IRS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED USER OF TRAFFIC SAFETY PRODUCTS, AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF IMPACT RECOVERY SYSTEMS' PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PROVIDE/SELL SUCH PRODUCTS TO BUYER.

## LIMITATION OF LIABILITY

IRS AND ITS DISTRIBUTOR'S AGGREGATE CUMULATIVE LIABILITY AND OBLIGATION SHALL BE TO REPAIR OR REPLACE SUCH QUANTITY OF PRODUCT SOLD TO BUYER WHICH IS PROVEN TO BE DEFECTIVE OR NON-CONFORMING, IN A MANNER SUITABLE TO IRS TO ASCERTAIN THE DEFECT OR NON-CONFORMITY COMPLAINED OF IF REPORTED TO IRS IN WRITING WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF THE DEFECT OR NON-CONFORMITY. IN NO EVENT WILL IRS OR ITS DISTRIBUTOR BE LIABLE IN TORT OR CONTRACT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NONDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS PROFITS, OR DAMAGES ARISING OUT OF ANY CLAIM FOR PERSONAL INJURIES OR DEATH, ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT.

Revision July 26, 2013

**IMPACT RECOVERY SYSTEMS, INC.**  
**PRODUCT SPECIFICATION**  
**TUFF CURB XLP LOW PROFILE TRAFFIC SEPARATOR CURB SYSTEM**  
**MARCH 2011**

**I. SCOPE**

This specification covers the minimum material and performance requirements for the Impact Recovery Systems Tuff Curb XLP Low Profile Traffic Separator Curb System. This system was developed for use in high speed, high traffic applications such as HOV and HOT lanes, channelization of traffic on freeways, for acceleration lanes, to separate vehicular and bike/pedestrian traffic, or anywhere that pavement markings are insufficient to provide safe channelization of traffic. In addition, XLP's ability to be affixed to pavement with the use of epoxy makes it ideal for use on bridge decks, in tunnels, and parking structures where deck penetration may compromise imbedded steel or post tensioning.

**II. GENERAL REQUIREMENTS**

**A. DESIGN**

The Impact Recovery Systems Tuff Curb XLP Traffic Separator Curb System shall be fabricated to withstand repeated impacts with minimal maintenance to the unit, and minor damage to the impacting vehicle. The system shall incorporate modular sections of low profile curbing which may or may not interconnect, and each section shall be anchored independently. The system is comprised of 40" curb sections and is available with a connector (Turtle) which can be used to connect the sections, dependent upon end users' design requirements. Additionally, the system shall be available with a wide variety of quick-release channelizing devices, including hazard markers (Type 3), vertical panels, delineators, tubular markers and sergeant stripe units. Each 40" section of curb shall have two arched glass element technology reflectors to provide maximum nighttime visibility for motorists. It is recommended that uprights be installed on each 40" section, in addition to these reflectors to increase conspicuity, especially at night. The channelizing devices shall incorporate either a flexible post or post and panel assembly, and shall utilize a reactive spring device to absorb the stress from the impacting vehicle. The system shall allow the replacement of uprights in no more than 5 seconds without the use of tools. Spring assembly shall have an anti-twist feature to assure channelizer is returned to an upright position facing traffic.

## B. MATERIALS

### B.1 CURBING

Curbing shall be composed of injection molded HDPE material which is resilient, and featuring solid color throughout, eliminating the need to repaint scuffed surfaces. Tuff Curb XLP shall not exceed 2" in height or 8" in width. It shall possess gently sloping sides in order to facilitate crossover by emergency or errant vehicles. Curbing sections may or may not interconnect, but have the ability to space sections to facilitate passage of water between sections of curb. If sections are connected with the Turtle, 2" spacing must be maintained.

### B.2 CHANNELIZER

All channelizers must conform to the Manual of Uniform Traffic Control Devices.

- a. Type III Hazard (Object) Marker available in 8" (8" x 24" with 36" overall height) or 12" (12" x 36" with 48" overall height). Hazard Marker will contain flexible high intensity reflective sheeting with black diagonal stripes.
- b. Delineator Post available in 36", 42" or 48" heights, in standard colors of yellow, white and orange. Delineators shall contain a 14" "squeeze" at the top and be designed to receive a 3" x 12" section of high intensity reflective sheeting on one or both sides.
- c. Tubular Markers available in 36", 42" and 48" heights, standard colors of yellow, white and orange. Tubular Markers shall contain a 2" "squeeze" at the top and be designed to receive two bands (or more) of 3" high intensity reflective sheeting.
- d. Vertical Panels available in 8" (8" x 24") or 12" (12" x 24") with a 36" overall height. Vertical Panels will contain white flexible high intensity reflective sheeting with a 4" orange stripe.

## C. WORKMANSHIP

The Impact Recovery Systems Tuff Curb XLP System shall exhibit good workmanship and shall be free of burns, discoloration and other objectionable marks or defects, which affect appearance or serviceability.

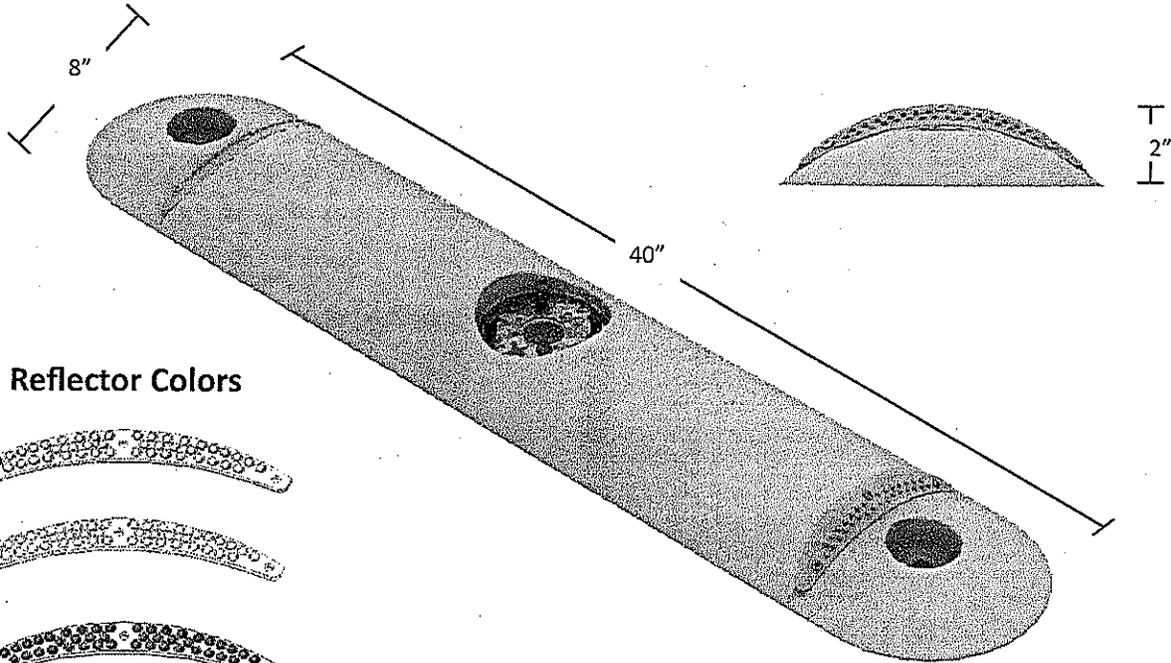
## D. INSTALLATION

Installation and deployment shall be per manufacturer's recommendations or as directed by the specifying engineer. Curb spacing recommendation is no less than 1" apart, and no more than 3" for visual considerations, or if drainage or other considerations warrant additional space, a larger gap is acceptable. Installation shall utilize 5/8" x 3" zinc plated lag bolts and mungo sleeves for asphalt installations, 1/2" x 4" wedge anchors for concrete installations, and epoxy or Super Bundy pads for bridge, tunnel or parking structure applications. Curb section shall be equipped with quick release bolts unless otherwise specified.

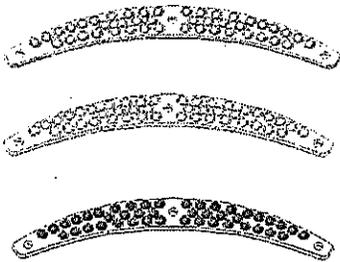
### III. REFLECTIVE SHEETING

The reflective material used on the channelizer shall be made of flexible, high intensity or diamond grade, impact resistant, pressure sensitive sheeting which shall be subject to approval by the ordering agency.

# Tuff Curb® XLP



### Reflector Colors



### SPECIFICATIONS

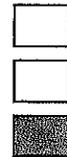
- Tuff Curb® XLP is molded from a single piece of durable HDPE and utilizes IRS®'s patented reboundable spring post system
- Withstands 20,000 lbs. of static force from a single wheel
- Efficient installation with 2-3 mechanical anchors or epoxy
- Curb equipped with "Quick Release" feature which allows the upright to be removed from the base without the use of tools.
- Curved reflectors exceed ASTM D4280 min. reflectance levels
- 40" curb section weighs 6.5 lbs.
- MASH 2009 Accepted
- FHWA #WZ-304, WZ-317

### RECOMMENDED USES

- Ideal for use for demanding high speed applications as well as city streets, bridges, and parking decks
- Use with IRS® posts or signs attached
- See installation instructions for detailed usage recommendations

### AVAILABLE COLORS

- White (white or white/red reflectors)
- Yellow (yellow reflectors)
- Green (white or white/red reflectors)
- Other colors available on special order (minimum quantities required)



**recovery**  
**SYSTEMS™**

4955 Stout Dr. • San Antonio, TX 78219  
210-736-4477 • 800-736-5256 • Fax 210-734-6448  
Email: [info@impactrecovery.com](mailto:info@impactrecovery.com)  
[www.impactrecovery.com](http://www.impactrecovery.com)



QR: Download Spec Sheets  
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	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YY) 4/20/2017
<b>PRODUCER</b>  Arthur J. Gallagher Risk Management Services, Inc. 111 VETERANS MEMORIAL BLVD., SUITE 1130 METAIRIE, LA 70005-3039	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  Command Construction Industries LLC, Command Construction, L.L.C. 3206 North Turnbull Drive Metairie, LA 70002	<b>COMPANIES AFFORDING COVERAGE</b>	
	COMPANY A	THE GRAY INSURANCE COMPANY
	COMPANY B	
	COMPANY C	
	COMPANY D	

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	XSGI-074271	5/1/2017	5/1/2020	<b>GENERAL AGGREGATE</b> Unlimited
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$3,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$1,000,000.00
					EACH OCCURRENCE \$1,000,000.00
					FIRE DAMAGE (Any one fire) \$50,000.00
A	<b>AUTOMOBILE LIABILITY</b>	XSAL-075266	5/1/2017	5/1/2020	MED EXP (Any one person) \$5,000.00
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$1,000,000.00
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT
					AGGREGATE
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	XSWC-070986	5/1/2017	5/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				<input type="checkbox"/> OTH ER
	<input checked="" type="checkbox"/> INCL				EL EACH ACCIDENT \$1,000,000.00
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$1,000,000.00
	OTHER				EL DISEASE - EA EMPLOYEE \$1,000,000.00

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Sample Certificate for All Jobs Bid by Command Construction Industries, LLC, Command Construction, L.L.C.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.
	AUTHORIZED REPRESENTATIVE  
GCF 00 50 01 01 12	THE GRAY INSURANCE COMPANY

**THE GRAY INSURANCE COMPANY**

The below coverages apply if the corresponding policy number is indicated on the previous page.

**A. Commercial General Liability**

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

**B. Automobile Liability Policy Includes:**

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

**C. Workers Compensation Policy Includes:**

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

**D. Excess Liability Policy Includes:**

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



Arthur J. Gallagher Risk Management Services, Inc.

111 Veterans Blvd. Suite 1130  
Metairie, LA 70005  
Office 504-888-1100  
Fax 504-888-1299

September 7, 2017

Jefferson Parish  
Attn. Purchasing Department  
Jefferson Parish General Government Building  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053

Re: Command Construction Industries, LLC  
Bid No. 50-00120265

To Whom It May Concern,

Our firm, Arthur J. Gallagher Risk Management Services, Inc., is the insurance representative of Command Construction Industries, LLC. They have asked us to write you regarding the captioned project. We have reviewed the insurance requirements contained in the specifications and can inform you that Command Construction Industries, LLC meets or exceeds all of the requirements.

If you have any questions regarding this, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Edward J. Murphy, III". The signature is fluid and cursive, with a large, stylized initial 'E'.

Edward J. Murphy, III  
Sr. Vice-President

## Request for Taxpayer Identification Number and Certification

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Command Construction Industries, LLC

**2** Business name/disregarded entity name, if different from above  
 \_\_\_\_\_

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 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) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
3206 N. Turnbull Dr.

**6** City, state, and ZIP code  
Metairie La 70002

**7** List account number(s) here (optional)  
 \_\_\_\_\_

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

-			-						

or

**Employer identification number**

2	6	-	1	2	8	0	4	8	0
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### 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 on page 3.

**Sign Here** Signature of U.S. person [Signature] Date ▶ 2/10/16

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### 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-INT (interest earned or paid)
- 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?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**CORPORATE RESOLUTION**

*See Attached*

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

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

\_\_\_\_\_  
**SECRETARY-TREASURER**

\_\_\_\_\_  
**DATE**

**RESOLUTION OF THE MANAGERS  
OF  
COMMAND CONSTRUCTION INDUSTRIES, L.L.C.**

The undersigned, being all the managers of Command Construction Industries, L.L.C., a Louisiana limited liability company (the "Company") pursuant to the resolutions in the Company's Unanimous Consent Agreement, hereby adopt the following resolution:

RESOLVED, that the following person(s) shall serve in the position(s) set forth opposite their names, and that such employee(s) shall have the authority to sign bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract on behalf of the Company.

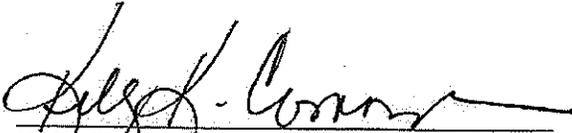
Managing Member

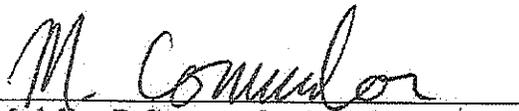
Kelly K. Commander

Estimator

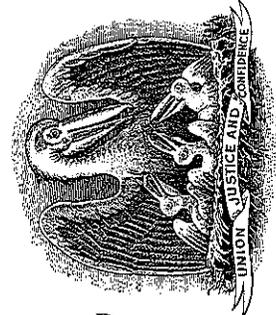
Cory J. Commander

The foregoing Resolution was adopted on March 9, 2017.

  
\_\_\_\_\_  
Kelly K. Commander, Managing Member

  
\_\_\_\_\_  
Madeline B. Commander, Member

# State of Louisiana



## State Licensing Board for Contractors

This is to Certify that:

COMMAND CONSTRUCTION INDUSTRIES LLC  
3206 N. Turnbull Drive  
Metairie, LA 70002

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; ELECTRICAL WORK (RESTRICTED-BIDDING ONLY); HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION; MECHANICAL WORK (RESTRICTED-BIDDING ONLY); MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: TELECOMMUNICATIONS (EXCLUDING PROPERTY PROTECTION AND LIFE SAFETY SYSTEMS)



Witness our hand and seal of the Board dated,  
Baton Rouge, LA 15th day of February 2017

*Will S. May Jr.*  
Director

*See Mallett*  
Chairman

Expiration Date: February 14, 2020  
License No: 48896  
This License Is Not Transferrable

*Andy P. ...*  
Treasurer

**To:** Jefferson Parish  
General Government Building  
Purchasing Department  
200 Derbigny Street  
Suite 4400  
Gretna, LA 70053

**From:** Command Construction Industries, LLC  
3206 N. Turnbull Drive  
Metairie, LA 70002  
LICENSE # 48896

**Bid For:** Furnish and Install a Permanently Mounted Raised  
Modular Lane Separator System at Various Intersections  
for the Jefferson Parish Department of Engineering

**Proposal:** Bid Proposal No. 50-00120265

**Bid Date:** September 7, 2017 at 2:00 P.M.