

# BID REJECTION FORM

Bid number: 50-00128864

Vendor Name: Crescent Commercial Construction, LLC

Reasons for

Rejection: Bid rejected because affidavit was notarized by a Notary that  
currently has a status of suspended on the Louisiana Secretary of State  
website.

REVIEWED BY:

Buyer Name: Melissa Ovalle Date: 9/3/2020

Assistant  
Director:  Date: 9/4/2020

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: LAFRENIERE PARK FOUNDATION BUILDING
ROOF REPLACEMENT AND HVAC REPLACEMENT
A/E PROJECT NO. 20-1947
BID PROPOSAL NO. 50-00128864

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 25, 2019.

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, 3, 4, 5

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:

Four hundred forty thousand dollars \$ 440,000.00 Dollars (\$ 440,000.00)

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: 9-1-2020

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 RS 38:2218.(A) attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM  
UNIT PRICE FORM**

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

BID FOR: LAFRENIERE FOUNDATION BUILDING  
ROOF REPLACEMENT AND HVAC REPLACEMENT  
A/E PROJECT NO. 20-1947  
BID PROPOSAL NO. 50-00128864

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> Replacement of Damaged Roof Framing at Modified Bitumen Roof			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	552	LF	19.00	10,488.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> Replacement of Plywood Roof Deck at Modified Bitumen Roof			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	44	SHEET	225.00	9,900.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> Labor, Materials and Equipment necessary to complete job as per the specifications			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	1	Lump sum	440,000.00	440,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> Cost to contractor to list Jefferson Parish as an additional insured on Contractor's General Liability Insurance			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	1	ONLY	0	0
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> Cost to contractor to list Jefferson Parish as an additional insured on Contractor's Automotive Insurance			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	1	ONLY	0	0
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> Cost to contractor to list Jefferson Parish as named insured on Builder's Risk Insurance Policy			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	1	ONLY	0	0
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u> Cost of Contractors' Owners Protection Liability Insurance Policy			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	1	ONLY	1,000.00	1,000.00
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>    </u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

Wording for "DESCRIPTION" is to be provided by the Owner

All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

**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 16th day of June, 2020.

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

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 13<sup>th</sup> day of August, 2020  
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



**BID BOND**

FOR

**JEFFERSON PARISH COUNCIL**

Date: September 1, 2020

KNOW ALL MEN BY THESE PRESENTS:

That Crescent Commercial Construction, L.L.C. of Jefferson, Louisiana, as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the Jefferson Parish Council (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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 that 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:

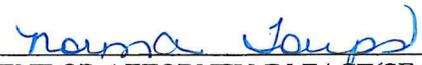
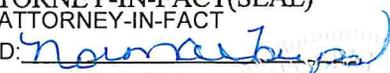
**LAFRENIERE PARK FOUNDATION BUILDING  
ROOF REPLACEMENT AND HVAC REPLACEMENT**

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.

CRESCENT COMMERCIAL CONSTRUCTION, L.L.C.  
PRINCIPAL (BIDDER)

WESTERN SURETY COMPANY  
SURETY

BY:   
AUTHORIZED OFFICER-OWNER-PARTNER

BY:   
AGENT OR ATTORNEY-IN-FACT (SEAL)  
NORMA TOUPS, ATTORNEY-IN-FACT  
COUNTERSIGNED:   
NORMA TOUPS  
LOUISIANA RESIDENT AGENT #336577



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Ralph J Le Blanc, Charles F Coward, Anthony Currera, Alexander J Ellsworth, Kathryn Moore, NormaToups, Individually**

of Metairie, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2019.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

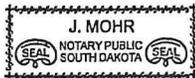
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of September 2020.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



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 50-00128864, 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).

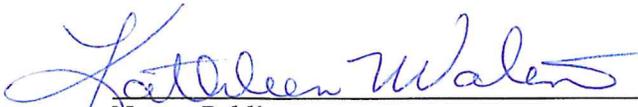


Signature of Affiant

Roy Frischhertz III  
Printed Name of Affiant Manager/Member

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 1st DAY OF September, 2020



Notary Public

KATHLEEN W. VALENTI NP #62879  
State of Louisiana - Parish of Jefferson  
Commissioned for Life

Printed Name of Notary

62879

Notary/Bar Roll Number

My commission expires life.



September 1, 2020

### 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



\_\_\_\_\_  
CRESCENT COMMERCIAL CONSTRUCTION, LLC  
ROY FRISCHERTZ III  
OWNER/MEMBER

Print

Notary Search - Detail

**Name:** MS. KATHLEEN W. VALENTI  
**Address:** 4437 MEADOWDALE ST  
 METAIRIE, LA 70006

**Phone:** (504) 616-3024

**Notary ID Number:** 62879

**Parish:** JEFFERSON with authority in the following parishes:  
 ORLEANS, PLAQUEMINES, ST. BERNARD

**Agency:** N/A

**Notary Type:** Non Attorney

**Status:** Suspended

**Commission Date:** 05/21/2010

**Oath Date:** 05/20/2010

**Surety Expiration Date:** 01/30/2021

**Annual Report Current:** No

Notary Events

**Suspension** From: 07/21/2020 To:

**Suspension** From: 07/21/2015 To: 07/23/2015

**Parish Change** Previous Parish: Previous Commission Date:  
 ORLEANS 02/28/2001

Deceased, Inactivated, Leave of Absence, Pre-Assessment Registration, Pre-Assessment Taken, Resigned, Retirement, and Revoked events are not available prior to February 11, 2012.

[Back to Search Results](#)

[New Search](#)





## ADDITIONAL REMARKS SCHEDULE

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

## 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 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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**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 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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**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

**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**

<p><b>Name Of Person Or Organization:</b></p> <p>Any person or organization, but only if the following conditions are met:</p> <ul style="list-style-type: none"> <li>(1) You have expressly agreed to the waiver in a written contract; and</li> <li>(2) The injury or damage first occurs subsequent to the execution of the written contract.</li> </ul>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.



📍 600 North Street, Baton Rouge, 70802 📞 (225) 765-2301 🗨 Text-To-Verify: 1 (855) 999-7896



## Louisiana State Licensing Board for Contractors

### Contractor Information

**Business Name** CRESCENT COMMERCIAL CONSTRUCTION, LLC  
**Mailing Address** 614 Central Avenue  
 Jefferson, LA 70121  
**Phone Number** (504) 302-9200  
**Fax Number** (504) 301-0374  
**Email Address** [accounting@crecentcommercialconstruction.com](mailto:accounting@crecentcommercialconstruction.com)  
**Website** <http://>

### Active Licenses

**License Number** 49154  
**Type** Commercial License  
**Status** LICENSED  
**Effective** 01/18/2020  
**Expiration** 01/17/2021  
**First Issued** 01/17/2008

### Classifications

Class	Qualifying Party	Parishes
BUILDING CONSTRUCTION	Jessica Lynn Westcott	ALL
BUILDING CONSTRUCTION	Roy Elmo Frischhertz III	ALL
BUSINESS AND LAW	Jessica Lynn Westcott	ALL
BUSINESS AND LAW	Roy Elmo Frischhertz III	ALL
ELECTRICAL WORK (RESTRICTED)	Roy E. Frischhertz Jr.	ALL
HEAVY CONSTRUCTION	Roy Elmo Frischhertz III	ALL
MECHANICAL WORK (STATEWIDE)	Roy E. Frischhertz Jr.	ALL
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION	Roy Elmo Frischhertz III	ALL