

**BID ENCLOSED:**

**PROJECT NAME:**       Emergency Repair and/or Replacement of East Bank  
Jefferson Parish Traffic Control Signs Damaged as a  
Result of a Natural Disaster or Other State of Emergency  
Bid Proposal No. 50-00133956

**FROM:**       Louisiana Contractor's License Number: 67594  
  
Bidder's Name: Traffic Commander, LLC  
Address: 3200 N Turnbull Dr.; Metairie, LA 70002  
License # 67594

**TO:**       Jefferson Parish  
Attn: Purchasing Department  
200 Derbigny St., Suite 4400  
Gretna, Louisiana 70053

**BID FOR:**   Emergency Repair and/or Replacement of East Bank  
Jefferson Parish Traffic Control Signs Damaged as a Result of a  
Natural Disaster or Other State of Emergency  
Bid Proposal No. 50-00133956

**BID OPENING DATE:**       May 20, 2021 at 2:00 P.M.

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

50-00133956

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TO: JEFFERSON PARISH  
PURCHASING DEPT  
200 DERBIGNY ST. SUITE 4400  
GRETN, LA 70053  
(Owner to provide name and address of owner)

BID FOR: EAST BANK PRE-PLACED EMERGENCY  
CONTRACT FOR REPAIR AND/OR REPLACEMENT  
OF TRAFFIC CONTROL SIGNS DAMAGED  
AS A RESULT OF A NATURAL DISASTER OR  
OTHER STATE OF EMERGENCY  
(Owner to provide name or 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: \_\_\_\_\_ and dated: \_\_\_\_\_

(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) 0

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:

Two Hundred Fifty Five Thousand & 00/100 Dollars (\$) 255,000.00

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: Traffic Commander, LLC

ADDRESS OF BIDDER: 3200 N. Turnbull Dr.; Metairie, La. 70002

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 67594

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Madeline Commander

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Managing Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: M. Commander

DATE: 5/20/21

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM  
UNIT PRICE FORM

Bid# 50-00133956

TO: JEFFERSON PARISH  
PURCHASING DEPT  
200 DERBIGNY ST. SUITE 4400  
GRETN, LA 70053  
(Owner to provide name and  
address of owner)

EAST BANK PRE-PLACED EMERGENCY CONTRACT  
FOR REPAIR AND/OR REPLACEMENT OF TRAFFIC  
CONTROL SIGNS DAMAGED AS A RESULT OF A  
NATURAL DISASTER OR OTHER STATE OF  
EMERGENCY

(Owner to provide name of project  
and other identifying information)

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	0010 SIGN REPLACEMENT		
	<input type="checkbox"/> Alt. #__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
001	2,000.00	SQFT	18.00	\$36,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0020 SIGN POST REPLACEMENT 7 FEET		
	<input type="checkbox"/> Alt. #			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
002	100.00	EA	80.00	\$8,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0030 SIGN POST REPLACEMENT 11 FEET		
	<input type="checkbox"/> Alt. #			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
003	1,000.00	EA	90.00	\$90,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0040 EXISTING SIGN ATTACHMENT		
	<input type="checkbox"/> Alt.#__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
004	800.00	EA	20.00	\$16,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0050 SIGN AND SIGN POST REMOVAL AND SALVAGE		
	<input type="checkbox"/> Alt.#__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
005	50.00	EA	100.00	\$5,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0060 SIGN STRAIGHTENING		
	<input type="checkbox"/> Alt.#			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
006	800.00	EA	100.00	\$80,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0070 TEMPORARY STOP SIGNS		
	<input type="checkbox"/> Alt.#			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
007	100.00	EA	200.00	\$ 20,000.00

DESCRIPTION:	<input type="checkbox"/> Base Bid			
	<input type="checkbox"/> Alt.#__			
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 based upon actual quantities as verified by the Owner.





**Bond Number: SLA21846834**

**Contractor Information**

**Principal:** Traffic Commander, LLC

**Address:** 3200 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:** Great Midwest Insurance Company

**Bid Date:** 5/20/2021

**Estimated Contract Price:** \$0 TO \$255,000.00

**Time For Completion:** 2 Year

**Liquidated Damages:**

**Estimated Work On Hand:**

**Amount of Bid Security:** Five Percent of the Amount Bid

**Contract # or IFB #:** 50-00133956

**Description of Job:** Bid No. 50-00133956 TWO (2) YEAR PRE-PLACED CONTRACT FOR EMERGENCY REPAIR AND/OR REPLACEMENT OF EAST BANK JEFFERSON PARISH TRAFFIC CONTROL SIGNS DAMAGED AS A RESULT OF A NATURAL DISASTER OR OTHER STATE OF EMERGENCY FOR JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS, TRAFFIC DIVISION

**Job Breakdown:**

**Electronic Bidding Information**

**Bid Security Percentage:** 5

**Bid Security Maximum:**

**Owner Assigned Contractor Number:**314287

**Primary Agency:**

Arthur J. Gallagher Risk Management Services

Power of Attorney Limited to: \$10,000,000

**Executed**

**Entered By:** Kathleen L. Berni - 5/20/2021 1:43:53 PM ET

**Approved & Executed By:**

*Kathleen L. Berni*

Kathleen L. Berni (Signed: 20-May-2021 01:44 PM EDT (UTC-04:00))

[Signature Information](#)

Know all men by these presents that Great Midwest Insurance Company, a Corporation

duly organized under the laws of the State of Texas, 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.

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Document ID: S2000-1001103852



# CERTIFICATE OF LIABILITY INSURANCE

11/10/2021

DATE (MM/DD/YYYY)  
5/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Allied World Insurance Company	22730
		INSURER B: Allied World National Assurance Company	10690
		INSURER C: Starstone National Insurance Company	25496
		INSURER D: Peleus Insurance Company	34118
		INSURER E: Wilshire Insurance Company	13234
		INSURER F: Endurance American Specialty Insurance Co.	41718

COVERAGES CERTIFICATE NUMBER: 17566801 REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	6004-0552	11/10/2020	11/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	6000-0992	11/10/2020	11/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	AUX4268121-00 EMM0000542 00	11/10/2020 11/10/2020	11/10/2021 11/10/2021	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	T10200998	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Excess Liability	N	N	ELD30003125400	1/15/2021	11/10/2021	\$3,000,000- Each Occurrence \$3,000,000- Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Re: Bid Number 50-00133956, Jefferson Parish Eastbank Repair. Certificate holder includes: Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

17566801

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Frank S. Soudon*



POLICY NUMBER:6004-0552

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

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 owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All Locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the	

- 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 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.



COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER  
CONTRACT OR AGREEMENT - SCHEDULE**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE, Paragraph A. Coverage, Subparagraph 1. Who Is An Insured is amended to include the following additional provision:

The person(s) or organization(s) shown in the Schedule below is an additional “insured”, but solely to the extent that you become obligated to include such person(s) or organization(s) as an additional “insured” under this policy as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, and solely with respect to liability arising out of the use of a covered “auto”. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said written contract or written agreement.

Schedule:

Person(s) or Organization(s):

Blanket Basis - Where required by written contract that is executed prior to loss.

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY — OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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.

POLICY NUMBER: 6004-0552

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive your right of recovery in a fully executed written contract or written agreement, provided such contract or agreement was executed prior to the date of the "occurrence", loss, injury or damage.

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 against the person(s)  
or organization(s) shown in the Schedule above  
because of payments we make under this Coverage  
Part. Such waiver by us applies only to the extent that  
the insured has waived its right of recovery against  
such person(s) or organization(s) prior to loss. This  
endorsement applies only to the person(s) or  
organization(s) shown in the Schedule above.



POLICY NUMBER: 6000-0992

COMMERCIAL AUTO  
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Traffic Commander, LLC

Endorsement Effective Date: 11/10/2020

### SCHEDULE

Name(s) Of Person(s) Or Organization(s):  
Any person or organization against whom you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to loss

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

COMMERCIAL GENERAL LIABILITY  
CG 26 84 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOUISIANA CHANGES —TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

The Transfer Of Rights Of Recovery Against Others To Us Condition Section IV — Conditions is replaced by the following:

### TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization, and the insured will do whatever is necessary to secure such rights. Our right to recover is subordinate to the insured's right to be fully compensated.



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 01 A**  
(Ed. 2-89)

**ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**1. Alternate Employer**

Blanket where required by written contract.

**Address**

As per written contract.

**2. State of Special or Temporary Employment**

State of Hire.

**3. Contract or Project As**

per written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2020 Policy No. T10200998  
Insured Traffic Commander  
Insurance Company StarStone National Insurance Company

Endorsement No. 5  
Policy Effective Date 12/31/2020

Countersigned By \_\_\_\_\_



**WC 00 03 01 A**  
(Ed. 2-89)



COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL NOTICE OF CANCELLATION  
(AMENDMENT OF CANCELLATION CONDITION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS and/or SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS is amended to include the following additional condition:

In the event that we cancel this policy for any reason, other than for the nonpayment of premium, we will provide advance written notice of such cancellation to the entity(ies) or individual(s) shown in the Schedule below in accordance with the number of days stated.

SCHEDULE		
Entity or Individual	Address	Number of Days Advance Written Notice of Cancellation (Other Than Nonpayment of Premium)
On file with broker of record	On file with broker of record	30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NOTICE OF CANCELLATION  
(AMENDMENT OF CANCELLATION CONDITION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV **Business Auto Conditions** is amended to include the following additional condition:

In the event that we cancel this policy for any reason, other than for the nonpayment of premium, we will provide advance written notice of such cancellation to the entity(ies) or individual(s) shown in the Schedule below in accordance with the number of days stated.

SCHEDULE		
Entity or Individual	Address	Number of Days Advance Written Notice of Cancellation (Other Than Nonpayment of Premium)
On file with broker of record	On file with broker of record	30

POLICY NUMBER: 6000-0992

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADVICE OF CANCELLATION TO OTHERS (E-MAIL)

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

SECTION IV — BUSINESS AUTO CONDITIONS, B. General Conditions is amended to include the following additional condition:

### Advice Of Cancellation To Others

In the event that we cancel this policy for any reason, other than nonpayment of premium, and the effective date of cancellation is prior to the expiration date, we will endeavor to provide advice of such cancellation to a certificate holder, provided that all of the following are met:

- a. The first Named Insured is under an existing contractual obligation to notify such certificate holder when this policy is canceled;
- b. The effective date of cancellation is prior to the expiration date; and
- c. The first Named Insured notifies us, after receiving written notice of cancellation but prior to the effective date of cancellation, requesting that we provide advice of cancellation to such certificate holder. The request must include the name and e-mail address of such certificate holder.

We will send the advice of cancellation through e-mail to the certificate holder within thirty (30) days after the receipt of the request from the first Named Insured. We will send an e-mail only when a valid e-mail address is provided. The e-mail we send is intended as a courtesy. Our failure to provide such e-mail will not extend the policy cancellation date nor negate the cancellation of the policy.



POLICY NUMBER: 6004-0552

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**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 owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All Locations of the Named Insured
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.

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned authority, personally came and appeared: Madeline Commander

\_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Managing Member of Traffic Commander, LLC (Entity), the party who submitted a bid in response to Bid Number 50-00133954 to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

Affiant further said:

Debt Disclosures

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

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B ✓ 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

Madeline Commander

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 18th DAY OF May, 2021.

Notary Public

Printed Name of Notary

**CRAIG J. ROBICHAUX**  
Notary Public  
Notary ID No. 9832  
St. Tammany Parish, Louisiana

Notary/Bar Roll Number

My commission expires at death.

see attached

## CORPORATE RESOLUTION

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 AND RECEIPT THEREFOR 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  
Traffic Commander, L.L.C.**

The undersigned, being the manager of Traffic Commander, 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:

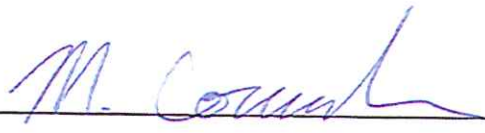
RESOLVED, that the following person shall serve in the office set forth opposite their name, and that such officer shall have the authority to sign bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant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

Manager

Madeline Commander

The foregoing Resolution was adopted on September 10, 2020.

Madeline Commander  
3200 N Turnbull Drive  
Metairie, LA 70002

  
\_\_\_\_\_  
Madeline Commander, Managing Member

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. [Bid number 50-00133956], Emergency Repair and/or Replacement of East Bank Jefferson Parish Traffic Control Signs Damaged as a Result of a Natural Disaster or Other State of Emergency

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Madeline Commander Managing Member hereby certify on  
(name and title of bidder's official)

behalf of Traffic Commander, LLC that:  
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 18<sup>th</sup> day of May, 2021.

By M. Commander  
(signature of authorized official)

Managing Member  
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. [Bid number 50-00133956], Emergency Repair and/or Replacement of East Bank Jefferson Parish Traffic Control Signs Damaged as a Result of a Natural Disaster or Other State of Emergency

Debarment/Suspension Form

### DEBARMENT/SUSPENSION CERTIFICATION

**Debarment:**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Madeline Commander

Managing Member

\_\_\_\_\_  
(Name and Title of bidder's official)

Traffic Commander, LLC

\_\_\_\_\_  
(Name of bidder/company)

3200 N. Turnbull DR

\_\_\_\_\_  
(Address)

Metairie, LA 70002

\_\_\_\_\_  
(Address)

PHONE 504-635-2400 FAX \_\_\_\_\_

EMAIL maddie@trafficcommander.com

M. Commander

\_\_\_\_\_  
Signature

5/18/21

\_\_\_\_\_  
Date