



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

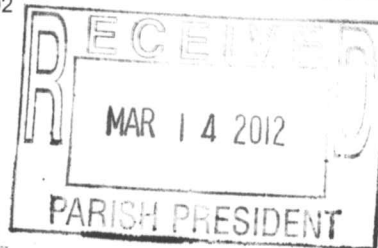
P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

www.dotd.la.gov
(225) 379-1446
1201 Capitol Access Road, Baton Rouge, LA 70802



SHERRI H. LEBAS, P.E.
SECRETARY

March 13, 2012



STATE PROJECT NO. H.009115
FEDERAL AID PROJECT NO. H009115
CONTROL SECTION NOS. 005-08, 005-09, 007-03, 450-36 AND 450-38
BEAUTIFICATION AND PAR BOUNDARY SIGNAGE
ROUTES: US 61, US 90 AND I-310
ST. CHARLES PARISH

Parish President
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057-0302

SUBJECT: CITY CONTRACT EXECUTION

Gentlemen:

Attached is a copy of a letter which officially awarded the captioned contract to the low bidder, Command Construction Industries, LLC, and transmitted two bound copies of the contract to them for execution. We are now transmitting the copies signed by the contractor to you for further processing.

Please have the two copies of the contract executed on behalf of the St. Charles Parish and have the signature witnessed by two witnesses each time it appears in the contract. Also, please date the contract the day it is signed, then transmit all signed copies to this office for further processing. Please be advised that according to Louisiana R.S. 48:255, F. (1), the department or the contracting agency shall execute the contract document within **twenty** calendar days.

To satisfy our legal requirements, please furnish us with a resolution authorizing you to execute these documents on behalf of the St. Charles Parish.

We will inform you in writing at the proper time to issue to the contractor an official "Notice to Proceed". If there are any questions, please contact Pamela LeCoq at (225) 379-1446.

Very truly yours,

MASOOD RASOULIAN, P.E.
PROJECT CONTROL ADMINISTRATOR

MR: PSL
Enclosures
cc: Mr. Brian Buckel
Mr. Michael Stack



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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SHERRI H. LEBAS, P.E.
SECRETARY

February 27, 2012

STATE PROJECT NO. H.009115
FEDERAL AID PROJECT NO. H009115
CONTROL SECTION NOS. 005-08, 005-09, 007-03, 450-36 AND 450-38
BEAUTIFICATION AND PAR BOUNDARY SIGNAGE
ST. CHARLES PARISH

Command Construction Industries, LLC
3206 N. Turnbull Drive
Metairie, LA 70002

SUBJECT: AWARD OF CONTRACT
Letting of February 8, 2012 (In The Name of: The St. Charles Parish)

Gentlemen:

You have been awarded the contract for the captioned project in the amount of \$89,200.00.
Enclosed are two specification packages for your use, and the following:

CONTRACT EXECUTABLES

- Two (2) original contracts (Including Performance, Payment and Retainage Bonds)
- Corporate resolution or power of attorney
- A signatorial authorization form
- Contract receipt acknowledgement form

PROJECT DOCUMENTS

- Construction Progress Schedule
- Request to Sublet (Form OMF-1A, 2A, and 3A)

Have the contract executables completed by the representative of your firm indicated in the Corporate Resolution or Power of Attorney, witnessed as indicated, and returned to the Project Control Section of DOTD, cubicle 405 KK, attention Pamela LeCoq at the above address within fifteen days of this letter. The contract bonds included within the contract must additionally be properly executed by an authorized representative of the surety in accordance with LSA R.S. 48:255 and must be accompanied by an original or certified copy of the bondsman's power of attorney. The contract will be dated following execution by the entity.

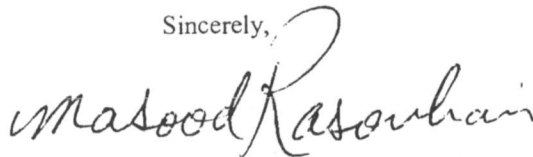
Return with the executed contract, all documentation necessary to verify project specific insurance coverages as required in the Special Provision, Subsection 107.02. As stated, a separate Owner's and Contractor's Protective (OCP) Liability Policy shall be supplied by the contractor naming the Louisiana Department of Transportation and Development as the name insured. If the contracting agency is other than LADOTD then the required OCP Policy shall be issued, naming the contracting agency and the Louisiana DOTD as the named insured.

The Construction Progress Schedule is to be forwarded to the Project Engineer's office in accordance with section 108.03 of the current edition of the Louisiana Standard Specifications. The copy of the Request to Sublet form is for your use to seek Department approval if you request to sublet any portion of the work.

A Notice to Proceed with the services covered by this contract will be issued by the entity following the contract's execution. Requests for a specific Notice to Proceed date may be considered, and should be reviewed with the DOTD project coordinator and the entity. A Notice to Proceed or, if so stated in the contract, a Conditional Notice to Proceed is usually issued within thirty calendar days following execution of the contract by the entity. In no case will the Notice to Proceed extend beyond sixty days without the written consent of both the contractor and the entity. Specific requests to adjust the issuance date of the Notice to Proceed must be processed through the Project Engineer, Mr. Michael Duplantis prior to its issuance.

If there are any questions, please contact Pamela LeCoq at (225) 379-1446.

Sincerely,



MASOOD RASOULIAN, P.E.
PROJECT CONTROL ADMINISTRATOR

MR: PSL

Enclosures

cc: FHWA
State Licensing Board for Contractors
Mr. Brian Buckel
Mr. Michael Stack
Ms. Rachael Woods, OFCCP
Mr. Michael Duplantis

**STATE OF LOUISIANA
ST. CHARLES PARISH
CONTRACT**

This agreement, is made and executed in **two (2)** originals, between the **St. Charles Parish**, acting through the **Parish President**, hereafter designated as the "Contracting Agency," and **Command Construction Industries LLC**, hereafter designated as the "Contractor."

The Louisiana Department of Transportation and Development, hereafter designated as "Department" did advertise for, receive and accept a bid from the Contractor for work on a construction project for the Contracting Agency identified as,

STATE PROJECT NO. H.009115

CONTROL SECTION NOS. 005-08, 005-09, 007-03, 450-36, and 450-38

FEDERAL AID PROJECT NO. H009115

DESCRIPTION: BEAUTIFICATION AND PAR BOUNDARY SIGNAGE

ROUTES: US 61, US 90 and I-310

PARISH: ST. CHARLES

TYPE: BEAUTIFICATION AND SIGNAGE.

LIMITS: State Project No. H.009115: LOCATED AT VARIOUS SITES AS DESCRIBED IN THE PLANS.

The Contractor's submission is evidenced by a copy of the "Vendor's Bid Information Sheet" incorporated herein as part of the Contract Documents defined hereafter.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

CONTRACT DOCUMENTS

The contract consists of the "Contract Documents" including but not limited to the following:

- a. Agreement (This Instrument)
- b. Vendor's Bid Information Sheet
- c. Louisiana Standard Specifications for Road and Bridges, 2006 Edition (hereafter referred to as "2006 Standard Specifications")
- d. Construction Proposal (Notice to Contractors, Required Federal Aid Construction Contract Provisions, Required Federal Aid DBE Participation Contract Provisions, Special Provisions, Supplemental Specifications, Schedule of Items)
- e. Plans
- f. Plan revisions
- g. **Two (2)** Addenda made or issued prior to receipt of bids
- h. Payment, Performance, and Retainage Bonds or Retainage Agreement.

For these purposes, all of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full. The Contract Documents are kept in the official file at the Contracting Agency together with the acknowledgment of receipt correspondence signed by the Contractor.

**STATE OF LOUISIANA
ST. CHARLES PARISH
CONTRACT**

INTENT OF CONTRACT

In accordance with the 2006 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for the intent of the contract to provide all materials, equipment and labor and perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the Contracting Agency.

CONTRACT AMOUNT

The Contractor did submit as advertised with his (her) bid, a dollar value amount for each of the items designated in the construction proposal on the "Schedule of Items" and that the "Schedule of Items," attached hereto and incorporated herein as part of the Contract Documents, submitted by the contractor, establish that the total contract amount for this project is **EIGHTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$89,200.00)** as obtained by a summation of the product of the unit bid price submitted by the contractor for each item multiplied by the item quantity as estimated by the Department. The Contractor agrees to accept and the Contracting Agency agrees to pay for the work at the prices stipulated in this contract in lawful money of the United States in a timely manner as set forth in the 2006 Standard Specifications.

CONTRACT TIME

The entire contract shall be completed in all details and ready for final acceptance within **forty-five (45) working days**. Performance of work on this contract shall begin on the date stipulated in the "Notice to Proceed" and shall be completed within the time specified in the Contract Documents, subject to such extensions as may be authorized.

ALTERATION OF CONTRACT

In accordance with the 2006 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for alteration of the contract.

STIPULATED DAMAGES

Contractor agrees to the assessment of Stipulated Damages as provided in the Subsection 108.08 of the 2006 Standard Specifications as amended by the Contract Documents.

DAMAGE CLAIMS

Contractor acknowledges that he/she has reviewed and understands Subsection 107.17 of the 2006 Standard Specifications and specifically agrees to be bound by the terms and conditions thereof.

JOINT EFFORT

This Agreement shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of the Agreement.

STATE OF LOUISIANA
ST. CHARLES PARISH
CONTRACT FOR STATE PROJECT NO. H.009115

This contract shall become effective on the date all parties hereto have signed the same.

In witness whereof, the Contracting Agency, and the Contractor, has also hereunto subscribed their name.

COMMAND CONSTRUCTION INDUSTRIES
LLC
CONTRACTOR

26-1280480

(Federal Identification Number)

By: _____

(Signature of Authorized Agent)

FEBRUARY 28, 2012
(Date)

Kelly Commander, Managing Member
Typed or Printed Name and Title

Alicia Shelton
Witness

[Signature]
Witness

STATE OF LOUISIANA
ST. CHARLES PARISH

Witness

By: _____

PARISH PRESIDENT

Witness

(Date)

Vendor 1 of 1: Command Construction Industries LLC (48896000)
Call Order 012 (Proposal: H.009115.6-R2)

Bid Information

County: St. Charles

Address: 3206 N. Turnbull Drive
Metairie , Louisiana , 70002

Signature Check: Kelly_Commander_48896000

Time Bid Received: February 08, 2012 08:43 AM

Amendment Count: 0

Bid Checksum: 809DC31F

Bid Total: \$89,200.00

Items Total: \$89,200.00

Time Total: \$0.00

Bidding Errors:

None.

Vendor 1 of 1: Command Construction Industries LLC (48896000)
Call Order 012 (Proposal: H.009115.6-R2)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SLA12976390	Agency Execution Date:
Paid by Check: No	Surety Name: surety2000
Bond Percent:	Bond Agency Name:



2/8/2012

**Louisiana Department of Transportation and Development
Contract Schedule**

Page: 1

Contract ID: H.009115.6-R2**Project(s):** H.009115.6**Awarded** 48896000

Command Construction Industries LLC

SECTION 1**General Items****\$89,200.00**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0001	202-02-38240 Removal of Signs and Supports US 90 @ Jefferson P/L	1.000 EACH		1,000.00000		1,000.00
0002	202-02-38240 Removal of Signs and Supports US 61 @ Jefferson P/L	1.000 EACH		1,000.00000		1,000.00
0003	713-01-00100 Temporary Signs and Barricades	LUMP SUM	LUMP SUM			100.00
0004	714-01-00700 Slab Sodding (Centipede)	56.000 SQYD		10.00000		560.00
0005	715-01-00100 Topsoil	48.000 CUYD		30.00000		1,440.00
0006	727-01-00100 Mobilization	LUMP SUM	LUMP SUM			9,000.00
0007	740-01-00100 Construction Layout	LUMP SUM	LUMP SUM			100.00
0008	NS-ENH-19100 Sign (Gateway) HDU Sign on 6" Post - US 90 @ Jefferson P/L	1.000 EACH		10,000.00000		10,000.00
0009	NS-ENH-19100 Sign (Gateway) HDU Sign on Monument - I-310 off ramp near LA 18	1.000 EACH		25,000.00000		25,000.00
0010	NS-ENH-19100 Sign (Gateway) HDU Sign on Monument - I-310 off ramp near LA 48	1.000 EACH		25,000.00000		25,000.00
0011	NS-ENH-19100 Sign (Gateway) HDU Sign on 6" Post - US 61 @ Jefferson P/L	1.000 EACH		8,000.00000		8,000.00
0012	NS-ENH-19100 Sign (Gateway) HDU Sign on 6" Post - US 90 @ Lafourche P/L	1.000 EACH		8,000.00000		8,000.00



2/8/2012

Louisiana Department of Transportation and Development
Contract Schedule

Page: 2

Total Bid: \$89,200.00

STATE OF LOUISIANA
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS

Be it known that **Command Construction Industries LLC**, as Principal, and
The Ohio Casualty Insurance Company

_____, as Surety(ies), authorized to do business in Louisiana, hereby bind themselves, in solido, to **St. Charles Parish**, and other potential claimants, for all obligations incurred by the Principal under its contract for the construction of **STATE PROJECT NO. H.009115, CONTROL SECTION NOS. 005-08, 005-09, 007-03, 450-36, and 450-38, FEDERAL AID PROJECT NO. H009115, DESCRIPTION: BEAUTIFICATION AND PAR BOUNDARY SIGNAGE, ROUTES: US 61, US 90 and I-310, PARISH: ST. CHARLES**, in the full contract amount of **EIGHTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$89,200.00)**. The obligations of the Principal and Surety(ies) under these payment, performance, and retainage bonds shall continue in full force and effect until all materials, equipment, and labor have been provided, AND all requirements contained in the contract, plans, and specifications have been completed in a timely, thorough, and workmanlike manner. The parties acknowledge that these bonds are given under the provisions and limitations contained in La. R.S. 48:250 et seq.

By this instrument(s), the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, in solido, under the following bonds:

PAYMENT BOND. To the **St. Charles Parish**, and all "Claimants," as defined in La. R.S. 48:256.5 in the full contract amount of **EIGHTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$89,200.00)**, in order to secure the full and timely claims under the project. The parties agree this bond is statutory in nature and governed by La. R.S. 48:256.3.

Claims pursuant to La. R.S. 48:256.3 shall be delivered to the Contracting Officer of the Contracting Agency.

PERFORMANCE BOND. To the **St. Charles Parish**, in the full contract amount of **EIGHTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$89,200.00)**, in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and stipulated damages as assessed.

RETAINAGE BOND. To the **St. Charles Parish**, in the full sum of **EIGHT THOUSAND NINE HUNDRED TWENTY AND 00/100 DOLLARS (\$8,920.00)**, ten percent (10%) of the contract amount, in lieu of the sums required to be withheld from progress payments under La. R.S. 48:256.1, inclusive of overpayments to the contractor and stipulated damages as assessed.

CONTRACTOR OPTION: RETAINAGE

I, Principal, elect to exercise my option to have ten percent retainage withheld from all payments in lieu of the above retainage bond.

By: _____
Principal

STATE OF LOUISIANA
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS

In witness whereof we have signed this instrument as dated.

Olivia Shelton
Witness
[Signature]
Witness

COMMAND CONSTRUCTION INDUSTRIES
LLC

By [Signature]
Principal

February 28
Date

Kellu COMMANDER MANAGING MEMBER
Typed or Printed Name and Title

[Signature]
Witness
[Signature]
Witness

The Ohio Casualty Insurance Company
Surety

By Lauren Nuss
Attorney-in-Fact (Seal)

February 28, 2
Date

Lauren Nuss, Attorney-in-Fact
Typed or Printed Name

Witness

Surety

Witness

By _____
Attorney-in-Fact (Seal)

Date

Typed or Printed Name

A copy of the contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the contract bonds should be directed to:

(FOR SURETY 1)

(FOR SURETY 2)

Ellsworth Corporation

Bonding Agency or Company Name

Bonding Agency or Company Name

Lauren Nuss

Local Agent or Representative

Local Agent or Representative

P.O. Box 8210

Address

Address

Metairie, LA 70011

504-455-4545

Phone Number

Phone Number

504-888-6645

Fax Number

Fax Number

extent herein stated.

THE OHIO CASUALTY INSURANCE COMPANY
FAIRFIELD, OHIO
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company (the "Company"), an Ohio corporation, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **RALPH J. LEBLANC, ALEXANDER J. ELLSWORTH, ANTHONY CURRERA, CHARLES F. COWAND, LAUREN NUSS, ALL OF THE CITY OF METAIRIE, STATE OF LOUISIANA**.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY MILLION AND 00/100***** DOLLARS (\$ 20,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

By the following instrument the Chairman or the President has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of The Ohio Casualty Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania, this 13th day of October 2011.

THE OHIO CASUALTY INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 13th day of October, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of The Ohio Casualty Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of The Ohio Casualty Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of February, 2012.

Stephen W. Dorman