

PARISH OF LAFAYETTE

STATE OF LOUISIANA

2022 VEGETATIVE DEBRIS REDUCTION BY BURNING CONTRACT

BE IT KNOWN, that, on the dates hereinafter set forth, before us, the undersigned authorities, and in the presence of the undersigned competent witnesses, respectfully came and appeared:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, having a mailing address of P.O. Box 4017-C, Lafayette, Louisiana 70502, represented herein by its Mayor-President, (“LCG”); and

Rigid Constructors, LLC
3861 Ambassador Caffery Pkwy
Lafayette, LA 70503

(collectively, the “Parties”), each of whom declared:

WHEREAS, LCG is responsible for disposal and reduction of trees, limbs, and other vegetative debris (the “Vegetation Debris Reduction”); and

WHEREAS, the Property requires upkeep in the form of reducing by approved burning as necessary for maintenance, made a part hereof by reference (the “Services”); and

WHEREAS, Contractor has the experience and capability to provide these services: and

WHEREAS, LCG desires to hire contractor to perform the Services of Vegetative Debris Reduction on the terms and conditions set forth herein and contained within, to provide efficient debris reduction for the public and welfare of the citizens of the City of Lafayette and Parish of Lafayette; and

WHEREAS, Contractor desires to perform the Services of Vegetative Debris Reduction for LCG on the terms and conditions set forth herein.

WHEREAS, Contractor will be awarded the notice to proceed by an LCG representative

WHEREAS, LCG will designed locations and obtain approval for burning where services shall be performed.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties do hereby stipulate and agree as follows:

SECTION 1 – SCOPE OF SERVICES. Contractor shall provide all labor, materials, supplies, equipment and supervision to perform the Services of Vegetative Debris Reduction, and shall perform the Services in accordance with generally accepted standards and practices.

SECTION 2 – COMPENSATION. LCG shall pay to Contractor, in return for Contractor’s performance of the Services of Vegetative Debris Reduction in accordance with generally accepted standards and practices, the sums set forth based on the Exhibit A. Contractor will generate a monthly invoice to LCG once the Contractor certifies the completion of the work (subject to verification by LCG). Contractor will provide documentation, field data and/or perform updates to LCG maintenance tracking system to verify the completed work in a form that is agreed on by both parties. LCG shall pay the invoices within thirty (30) days of its receipt thereof, unless it provides notification to Contractor of an objection to the invoice within such thirty (30) days period, in which case the Parties shall endeavor in good faith to resolve the grounds for the objection; provided, however, that if LCG should only object to a portion of the invoice, LCG shall timely pay all amounts to which it did not so object. Contractor shall have no right to payment for Services not performed.

SECTION 3 – CONTRACT TERM. This Contract for Vegetative Debris Reduction by Burning (the “Contract”) shall be effective as of the date on which both Parties have signed the same (the “Effective Date”) and shall expire one (1) year from the Effective Date (the “Initial Term”). LCG shall have, at its option, to extend the Contract for a term of one (1) year, commencing on the last day of the Initial Term and expiring one year from the end of the Initial Term (the “Extension Period”). LCG shall have, at its option, to extend the Contract for an additional one (1) year term at the end of the Extension Period. LCG may exercise its right to extend the Contract for the Extension Period by providing written notice to Contractor no less than fifteen (15) days prior to the expiration of the Initial Term and/or the first Extension Period. LCG may exercise its right to extend the Contract for the Extension Period by providing written notice to Contractor no less than fifteen (15) days prior to the expiration of the Initial Term and/or the first Extension Period.

SECTION 4 – LCG’S RIGHT TO TERMINATE CONTRACT. LCG shall have the right to terminate this Contract, without prejudice to any other rights or remedies that may be available to LCG, in the event that Contractor: (i) is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or a receiver is appointed on account of Contractor’s insolvency; (ii) fails to supply enough skilled workmen, properly operating equipment, or proper materials to perform the Services required under the Contract in a timely and proper fashion and to assure prompt completion of the work; (iii) persistently disregards applicable laws, ordinances or regulations, or otherwise violates any provision of this Contract; (iv) fails to perform the work in accordance with generally accepted standards and practices (as determined by LCG), and does not correct the said failure within ten (10) calendar days of receipt of notice of the same. In the event of termination by LCG, Contractor shall be paid for the Services only through the date of termination. Notwithstanding the foregoing, each party to this Contract has the unilateral right to terminate this agreement by providing the other with written notice of termination at least 15 days in advance of the effective termination date.

SECTION 5 – COMPLIANCE WITH LAW. Contractor shall be fully informed of all laws, municipal ordinances and regulations in any manner affecting those engaged or employed in the performance of the Services, or the equipment and materials used in the performance of the Services, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all applicable laws, codes, ordinances, regulations, orders, and decrees.

SECTION 6 – SAFETY PRECAUTIONS. Contractor personnel shall take reasonable precautions to protect against damage to persons or property, including, without limitation, by the use of safety vests, cones, signs, and other traffic safety devices, and shall comply with any applicable law, ordinance or regulation governing the same.

SECTION 7 – INDEMNIFICATION. Contractor does, by these presents, agree to defend, indemnify and hold forever harmless LCG, its employees, agents, attorneys, representatives, contractors, officers, directors, elected and appointed officials, and assigns, of and from any and all claims, demands, causes of action, rights of action, suits, judgments or executions, including attorney fees and all costs associated therewith, which may be asserted by any persons or parties whomever arising in connection with, or related to, directly or indirectly, any of the following: (i) any and all claims arising out of or resulting from the negligence, liability, fault, error and/or omission of Contractor, its employees, agents, representatives, subcontractors, officers, directors, and assigns, or anyone else performing the Services on behalf of Contractor; and (ii) any and all claims for death, damages and/or personal injury to persons or property and/or claims for trespass which may be asserted against LCG by any person whomsoever, arising out of or in any way related to the performance of the Services, resulting from negligence and/or strict liability of Contractor, its employees, agents, representatives, subcontractors, officers, directors, and assigns, or anyone else performing the Services on behalf of Contractor, and/or the joint and/or concurrent negligence of Contractor and LCG, their respective employees, agents, attorneys, representative, contractors, officers, directors, elected and appointed officials, and assigns.

SECTION 8 – INSURANCE. Contractor shall maintain, during the entire term of this Contract, insurance coverage as set forth in this Section.

8.01 – Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with endorsements for XCU, which must be provided on an “occurrence” basis and not on a “claims made” basis. These policy limits (with a combined single limit for Bodily Injury and Property Damage) provided below shall not be eroded by defense, litigation and/or expert fees and/or expenses. LCG, its officials, employees and volunteers must be named as additional insureds under the policy. All commercial general liability coverage shall include coverage for the following:

A.	Premises Operations:	\$ 2,000,000.00
B.	Independent Contractors:	\$ 2,000,000.00
C.	Products-Completed Operations:	\$ 2,000,000.00
D.	Contractual Liability:	\$ 2,000,000.00
E.	Broad Form Property Damage:	\$ 2,000,000.00

Workers’ Comp Statutory with Employers’ Liability with a minimum limit of \$1,000,000
Per accident/per disease/per employee

Automobile Liability - \$1,000,000 coverage must include any and all vehicles that will be used to provide services for LCG. Use of any vehicle without the required coverage will be considered a violation of this contract.

Insurance coverage required hereunder must be written by an insurance company or companies that are licensed to do business in LA and maintain a rating in the most recent “Best Insurance Guide” of not less than A-6.

8.02 – Umbrella Liability. In lieu of providing insurance at the limits required in Section 8.01, Contractor may fulfill the requirements of this Article by securing umbrella liability insurance

coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Section 8.01 hereinabove.

8.03 – LCG as Additional Insured. LCG, its officials, employees and volunteers must be named on all liability policies described above as additional insureds.

8.04 – Waiver of Subrogation. Contractor must obtain a Waiver of Subrogation from all insurance carriers providing coverage under subsection 8.01 of this Section for any and all claims that could be asserted against LCG, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

SECTION 9 – INDEPENDENT CONTRACTOR. Contractor is, and at all times will be, an independent contractor. Nothing in this Contract shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party. No employee, agent, representative and/or subcontractor of Contractor shall be entitled to any of the rights or benefits due employees or agents of LCG, nor shall Contractor, its employees, agents, representatives and/or subcontractors cause LCG to incur any liability to Contractor, its employees, agents, representatives and/or subcontractors under any law.

Furthermore, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, Lafayette City Parish Consolidated Government, its officials, employees & volunteers will have no cause of action against, and will not assert a claim against, Lafayette City Parish Consolidated Government, its officials, employees & volunteers whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that Lafayette City Parish Consolidated Government, its officials, employees & volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Lafayette City Parish Consolidated Government, its officials, employees & volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

SECTION 10 – NON-APPROPRIATION CLAUSE. The continuation of this Contract into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the Contract. If LCG, after a diligent and good faith effort, fails to appropriate sufficient funds to provide for payments under the Contract, the obligation to make payment under the Contract shall terminate on the last day of the fiscal year for which funds were appropriated.

SECTION 11 – BUDGETED FUNDS. Notwithstanding anything to the contrary in this Contract, the parties agree that the maximum amount payable under the Contracts shall be that which is the amount budgeted by LCG for the Services. In the event the total amount of the Contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that LCG shall not be liable for the amount of such increase unless and until said budget is amended as provided for in the LCG Home Rule Charter to allow for such increase amount.

SECTION 12 – NOTICES. Any notice, demand, request, or consent that is required hereunder to be given in writing shall be deemed sufficient if sent by United States first class mail, return receipt requested, addressed as follows:

If to LCG:

Lafayette City-Parish Consolidated Government
Attention: Mayor-President
PO Box 4017-C
Lafayette, Louisiana 70502

If to Contractor:

Rigid Constructors, LLC.
3861 Ambassador Caffery Pkwy.
Lafayette, LA 70503

Either party may notify the other in writing of any different address for purposes of notice hereunder.

SECTION 13 – MISCELLANEOUS.

13.01 – Entire Agreement. This Contract contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

13.02 – Assignment. Neither party may assign this Contract or any of its rights and obligations hereunder without the prior written consent of the other.

13.03 – Attorney Fees. In the event that a party hereto institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party, after a final and non-appealable adjudication, shall be entitled to recover its reasonable costs (including, without limitation, court costs) and reasonable attorney fees incurred in the preparation and prosecution of such action or proceeding from the party cast in said final and non-appealable judgment.

13.04 – Waiver. No delay or omission by either party in exercising any right occurring upon any noncompliance or default by the other party with respect to any of the terms and conditions hereof shall impair any such right or be construed to be a waiver thereof. A waiver by either party of any of the covenants and agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

13.05 – Construction. Each of the parties has had an opportunity to obtain legal advice and negotiate the language of this Contract. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the party whose counsel drafted that provision.

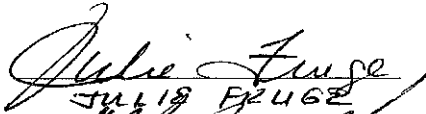
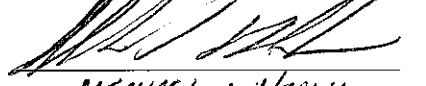
13.06 – Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

13.07 – Captions and Headings. The captions and headings used in this Agreement shall have no effect on its interpretation.


13.08 – Governing Law; Venue. This Contract shall be construed in accordance with and governed by the laws of the State of Louisiana, and the 15th Judicial District Court in and for the Parish of Lafayette, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Contract; and the parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective officers, hereunto duly authorized as of the date set forth hereinafter.

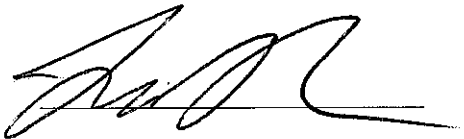
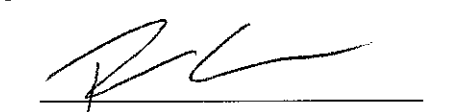
WITNESSES:


JULIE FRUGE

MICHAEL L. HECKS

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

BY: 
LAFAYETTE CITY PARISH
PRESIDENT
DATE: 2-24-22

WITNESSES:

RIGID CONSTRUCTORS, LLC

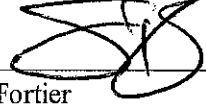
BY: 
Cody Fortier
DATE: 2/1/22

Exhibit A
Schedule of Fees

Vegetative Reduction Crew– Crew includes Equipment with operator for air curtain burning, material handling, berm construction and repair, laborers, superintendence and all other items necessary to complete the job safely.

LCG Malapart Property \$ 3,500.00 Per Day
 Three thousand five hundred dollars + zero cents

Alternate LCG Approved Property Location within Lafayette Parish

 \$ 4,000.00 Per Day
 Four thousand Dollars + zero cents

VEGETATIVE DEBRIS REDUCTION BY BURNING CONTRACT
Exhibit “B”

SPECIFICATIONS

This is an “On Call/As Needed, Day Rate, Non-Exclusive” contract for assisting the Drainage Department with the reduction of pre-cut vegetative debris which includes trees, branches, and shrubs stockpiled at LCG Malapart Materials Yard or alternate approved site within Lafayette Parish. The Contractor will be responsible to furnish labor, superintendence, machinery, equipment, and personnel to reduce stockpiled vegetative debris by approved satisfactory burning.

SCOPE OF WORK

- A. The work shall consist of a Contractor who can provide LCG with the assistance in reduction of vegetative debris by method of approved burning through an On-Call contract, with payment based on a set contract price per day. The Contractor will be responsible to furnish machinery, equipment, and personnel to conduct same.
- B. The Project Administrator will notify the Lafayette Fire Department prior to commencement of any burn project for approval
- C. Burning of Vegetative Debris will be limited to Daylight hours only Monday through Friday. At the end of each day and prior to departure, the burn site must be safely contained and secured to prevent reignition or spread.
- D. At any time during the project and due to unfavorable wind/weather conditions or other concerns, the burning operation can be suspended at the direction of the Director of Drainage or his designee.
- E. Vegetative debris is to be satisfactorily reduced to an ash state within the trench or burn enclosure. Periodic clean-out of the burn enclosure during the project may be required and will be the responsibility of the contractor to manage the burn site.
- F. Proper disposal of ash and reduced material will be the responsibility of LCG.
- G. The contractor has five (5) working days of the Notice to Proceed (received either by letter or email) to mobilize and start each project. Any work completed by subcontract must be pre-approved by Administrator/Engineer. Said request must be made in writing.

PROTECTION

- A. Conduct operations to minimize the presence of smoke at the assigned work site.
- B. Damages incurred during operations due to the Contractor’s negligence or carelessness will be the responsibility of the Contractor at no additional cost.

- C. The Contractor is required to call Louisiana One Call, and other Utility located outside the Louisiana One Call system, for line locations.

WORKSITE

- A. The Contractor will be responsible to furnish machinery and personnel necessary to manage and operate the approved burn site.
- B. The Contractor must use an approved Air Burner unit properly placed at the Trench or Berm enclosure within the worksite.
- C. The Contractor must use a suitable tracked type excavator with thumb attachment to handle debris and maintain/manage the worksite.
- D. The Contractor will be required to construct, adjust, or make repairs to trench or berm enclosure throughout the duration of the assigned project.
- E. The Contractor will be required to manage the worksite and a buffer area adjacent to the worksite to insure safe operation.
- F. The Contractor will be required to dress up the worksite at the completion of the project to a condition suitable and graded for proper drainage.
- G. The Contractor will be required to have a representative contact available during the project at all times. His/her cell phone and office number must be provided to LCG/Project Coordinator.

PAYMENT

- A. Payment will be made under the day rates for days worked.
- B. Mobilization charges are not included in this contract.

SUPPLEMENTAL INFORMATION:

1. The Contractor will be expected to work and be available for contact by telephone from 7:00 AM to 5:00 PM every day except weekends, unless working (Saturday and Sunday) and the Lafayette Consolidated Government designated holidays. Weekend and Holiday workdays shall be approved by the Drainage Director.
2. The Contractor is responsible for keeping the Administrator/Engineer/Project Coordinator informed at all times with project updates and/or changes in work schedule.
3. Should the Contractor begin working, then be delayed by inclement weather conditions or other circumstances as directed by the Drainage Director or his designee, a partial day rate at a minimum of ½ day shall be charged.



CF00000-01

JLH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

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 Dwight Andrus Insurance 500 Dover Blvd. Ste. 110 Lafayette, LA 70503	CONTACT NAME:	
	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No): (337) 984-2166
	E-MAIL ADDRESS: customerservice@andrus.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : American Casualty Company Of Reading, Pennsylvania		20427
INSURER C : Continental Insurance Company		35289
INSURER D : Louisiana Workers' Comp. Corp.		22350
INSURER E : Clear Blue Insurance Co Inc		28860
INSURER F : Travelers Casualty & Surety Co of America		31194

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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:			7012170900	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EMPL BENEFITS A \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7011876010	3/11/2021	3/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7011876024	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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 <input checked="" type="checkbox"/> N/A	155403D	3/11/2021	3/11/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Commercial Umbrella			WCCNCEL000103801	3/11/2021	3/11/2022	Limit \$ 5,000,000
F	Employment Practices			107060697	3/11/2020	3/11/2023	*SEE BELOW*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Lafayette City-Parish Consolidated Government, its officials, employees, and volunteers PO Box 4017-C Lafayette, LA 70502	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

ACORD 25 (2016/03)

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City Council Investigation

003367



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight Andrus Insurance		NAMED INSURED Rigid Constructors, LLC 3861 Ambassador Caffery Parkway, Suite 175 Lafayette, LA 70503	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
 Addendum to Certificate

NOTE: Any information contained in the Certificate of Insurance or this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

****EMPLOYMENT PRACTICES LIABILITY LIMIT:**

- EPL \$2,000,000
- Retention \$10,000 (A)
- Continuity/Prior & Pending Proceeding Date - 03/13/19
- EPL - Third Party Claim Coverage (Part of EPL Limit) \$2,000,000
- Retention \$10,000 (B)
- Continuity/Prior & Pending Proceeding Date - 03/13/19

CONTRACTORS POLLUTION LIABILITY W/ Navigators Specialty Insurance Company

- POLICY NUMBER: DWA(CF0000-01)CPOLL
 EFFECTIVE DATES: 03/11/2021 – 03/11/2022
 LIMIT: \$5,000,000
 DEDUCTIBLE: \$10,000
- Additional Insureds Endorsement NENV 8000 (03/13)
 - Notice of Cancellation to Scheduled Party(ies) NENV 8102 (06 /13)

MARINE COMPREHENSIVE LIABILITY POLICY W/ MITSUI SUMITOMO INS. CO. OF AMERICA

- POLICY NUMBER: OLM2510229
 EFFECTIVE DATES: 3/11/2021 – 3/11/2022
 LIMITS: \$1M PER OCCURRENCE / \$2M AGGREGATE
- MUS MCL 0150 Rev 08.16 Action Over Indemnity Buyback
 - MUS MCL 0015 Rev 08.16 MCL CGL Coverage Form
 - MUS MCL 0610 Rev 07.20 Marine Contractors Liability Coverage Form
 - MUS MCL 0520 Rev 08 16 STEVEDORES LIABILITY COVERAGE FORM
 - MUS MCL 0130 Rev 08.16 Vessel Contractual Liability
 - MUS MCL 0110 Rev 08.16 Additional Insured & Waiver of Subrogation (Blanket)
 - MUS MCL 0117 Rev 08.16 Primary and Non-Contributory Endorsement
 - MUS MCL 0310 Rev 08.16 Pollution buyback Endorsement (Sudden & Accidental Basis – 72/30)
 - MUS GEN 0235 Rev 08.16 In Rem

EXCESS MARINE POLICY W/ UNDERWRITERS AT LLOYDS

- POLICY NUMBER: DWA(CF00000-01)UBCL
 EFFECTIVE DATES: 3/11/2021 – 3/11/2022
 LIMITS: \$10M PER OCCURRENCE / \$10M AGGREGATE
 UNDERLYING POLICIES: MCL # OLM2510229, P&I WITH MARITIME # OHM4510032, VESSEL POLLUTION # V-16327-21
 London Umbrella Policy JL 2013/006 but amended as follows:
- Waiver of Subrogation Endorsement
 - Primary Additional Insured Endorsement
 - 30 Day Notice of Cancellation

Addendum to Certificate

NOTE: Any information contained in the Certificate of Insurance or this Addendum is general and descriptive only. The Certificate of



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight Andrus Insurance		NAMED INSURED Rigid Constructors, LLC 3861 Ambassador Caffery Parkway, Suite 175 Lafayette, LA 70503	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

VESSEL POLLUTION POLICY W/ SAFE HARBOR POLLUTION INSURANCE

POLICY NUMBER: V-16327-21

EFFECTIVE DATES: 3/11/2021 – 3/11/2022

LIMITS: \$1MM

Attached to and forming part of Pollution Policy No. V-16327-21:

•Blanket Additional Insured / Blanket Waiver of Subrogation:

--- Where a scheduled vessel identified in the Schedule of Vessels is working or performing services pursuant to an oral or written contract between the Insured and an entity or person not insured under the Policy, if the Insured agrees and it is required by the contract, the entity or person with whom the Insured is working or performing services is hereby named as an additional insured of the Policy, but only to the extent required by the contract.

---Where a scheduled vessel identified in the Schedule of Vessels is working or performing services pursuant to an oral or written contract between the Insured and any entity or person not insured under the Policy, if the Insured agrees and it is required by the contract, rights of subrogation are waived against said entity or person (and any subsidiary or affiliated companies) with whom the Insured is working or performing services pursuant to the contract; but this waiver of subrogation only applies to liabilities arising from the work or services performed by the scheduled vessel pursuant to the contract with said entity or person, and only to the extent required by the contract

•Other Insurance:

---The insurance afforded by this Policy (including any defense obligation) shall be Primary and Non-Contributory.

HULL & MACHINERY AND P&I POLICY W/ MITSUI SUMITOMO INS. CO. OF AMERICA

POLICY NUMBER: OHM4510032

EFFECTIVE DATES: 3/11/2021 – 3/11/2022

•Protection & Indemnity # OHM4510032

---P&I - \$1,000,000 each occurrence

---P&I deductible \$10,000 BI / \$10,000 PD - each occurrence

---MEL - \$1,000,000 any one accident limit

---MEL deductible \$25,000

•Hull & Machinery #OHM4510032

•Deductible Varies per Vessel

•MUS HPI 0022 Rev 08.16 Additional Assured – Blanket

•MUS HPI 0023 Rev 08.16 Waiver of Subrogation Blanket

•MUS HPI 0005 Rev 08.16 Automatic Acquisition Clause

•MUS HPI 0025 Rev 08.16 Privilege to Charter

•MUS HPI 0006 Rev 08.16 In Rem

•MUS HPI 0026 Rev 08.16 Pilotage & Towage

•MUS HPI 0007 Rev 08.16 Seaworthiness Clause

•MUS HPI 0027 Rev 08.16 Sistership Clause

•MUS HPI 0008 Rev 08.16 Cancellation Clause (30 Day Notice of Cancellation)

•MUS HPI 0031 Rev 08.16 Other Than Owner Clause

•MUS GEN 0117 Rev 09.16 Primary and Noncontributory

•MUS PNI 0048 Rev 08.16 Collision And Tower's Liability Clause

•MUS PNI 0049 Rev 08.16 AIMU P&I Cargo Liability Endorsement 23A (Jun 2, 1983)

•MUS PNI 0050 Rev 08.16 Contractual Liability Extension

•MUS PNI 0051 Rev 08.16 In Personam Liability Clause

•MUS PNI 0052 Rev 08.16 No Release to Tower Warranty

•MUS MEL 0030 Rev 08.16 Delete Exclusion A (Owned or Operated Watercraft)

•MUS MEL 0220 Rev 08.16 Delete Exclusion J (Alternate Employer)



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight Andrus Insurance		NAMED INSURED Rigid Constructors, LLC 3861 Ambassador Caffery Parkway, Suite 175 Lafayette, LA 70503	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

•MUS MEL 0225 Rev 08.16 Death on the High Seas Act

Addendum to Certificate

NOTE: Any information contained in the Certificate of Insurance or this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

General Liability Policy # 7012170900:

•CNA74705XX 01/15 Contractors' General Liability Extension Endorsement:

---Additional Insureds

---Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance

---General Aggregate Limits of Insurance – Per Project

---In Rem Actions

---Non-owned Watercraft

---Waiver of Subrogation – Blanket

•CNA75079XX 10/16 Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

•CNA74658XX 01/15 Earlier Notice of Cancellation Provided by the Insurer Endorsement

•CNA75240LA 01/15 Transfer of Rights of Recovery against Others to Us Condition Endorsement -Louisiana

Lafayette City-Parish Consolidated Government, its officials, employees, and volunteers shall be listed as additional insured on all liability policies: (per blanket endorsements already listed on the COI)

A waiver of subrogation shall be provided in favor of the named additional insureds on the Workers' Compensation Insurance policy: (per blanket endorsement already listed on the COI)

ADDENDUM CONTINUED

Addendum to Certificate

NOTE: Any information contained in the Certificate of Insurance or this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

Auto Liability Policy # 7011876010:

•CNA63359XX 04/12 CONTRACTORS EXTENDED COVERAGE ENDORSEMENT BUSINESS AUTO PLUS:

---Who is an Insured: Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II – WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

---Transfer of Rights of Recovery Against Others to Us: We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

---The coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to Accident or Loss.

•CNA68021XX 02/13 NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

•CNA86098XX 06/16 RENTAL REIMBURSEMENT COVERAGE SCHEDULE

•G-20491-A 11/93 POLLUTION LIABILITY COVERAGE - TRANSPORTATION OF DESIGNATED POLLUTANTS

•MCS-90 04/20. ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY

Work Comp Policy #155403D:



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight Andrus Insurance		NAMED INSURED Rigid Constructors, LLC 3861 Ambassador Cafery Parkway, Suite 175 Lafayette, LA 70503	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

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

- WC 00 03 13 Waiver of Our Right to Recover From Others
- WC 00 01 06A Longshore and Harbor Workers Compensation Act Coverage
- LWCC 7A Notice of Cancellation Endorsement
- WC 00 03 01A Alternate Employer Endorsement
- LWCC 13A Limited Other States Endorsement
- Excluded Officer: Cody Fortier

Lead \$5MM Umbrella Policy #7011876024:
 •CNA75504XX 03/15 Excess Follow Form Liability: Coverage A under this Policy will then apply in conformance with the provisions of the applicable underlying insurance
 Underlying Schedule:
 • General Liability # 7012170900
 • Auto Liability # 7011876010
 • Work Comp #155403

Excess \$5MM Umbrella Policy #WCCNCEL000103801:
 •WCIS CEL 0001 12/15 Commercial Excess Liability Coverage Form:
 --The insurance under this Policy will follow the same provisions, exclusions, conditions and limitations that are contained in the applicable "controlling underlying insurance," unless otherwise directed by this insurance.
 •7WCIS UL Schedule Schedule of Controlling Underlying:
 --Lead \$5MM Umbrella Policy #7011876024