




Internal Memorandum

Finance & Management
Purchasing & Property Management (0150)

TO: Fred Trahan **DATE:** December 30, 2021
FROM: Ken Pilgreen
SUBJ: **CONTRACT # 500-21-124 PO 250520**
2021 LCG AS-NEEDED EXCAVATION AND DISPOSAL

Enclosed are two (2) original copies of the above mentioned contract. Please forward one (1) original to the vendor, Rigid Constructors.

Please call if you have any questions.



Ken Pilgreen
Buyer II

RECEIVED
JAN - 3 - 2022
Public Works/CID

A handwritten mark or signature in the bottom right corner of the page, consisting of a circle with a stylized 'A' or similar character inside.

CONTRACT FORM
LABOR, MATERIALS AND SUPPLIES

THIS AGREEMENT, made and entered into this 29 day of December, 2021, by and between the Lafayette City-Parish Consolidated Government, Lafayette, Louisiana, and RIGID CONSTRUCTORS, LLC of LAFAYETTE, in the State of LOUISIANA, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS: The Purchaser has caused the necessary Contract Documents to be prepared for defining a construction project to be installed for the Lafayette City-Parish Consolidated Government, consisting of

2021 LCG AS-NEEDED EXCAVATION AND DISPOSAL CONTRACT

WHEREAS: The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor, Party of the Second Part", for construction as hereinafter set forth and as stated more in detail in the quotation and related Contract Documents to wit: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Specifications, Drawings, Performance and Payment Bonds, Plans, and Addenda(s) all of which documents are made a part of this contract: and

WHEREAS: It is agreed and understood that the construction and installation of the above enumerated work by the Contractor shall be completed, accepted and ready for use within the days specified as follows: **TEN (10) WORKING DAYS** from the effective date of the Notice to Proceed. The duration of the contract will be for a period of one (1) year from the date of recordation of contract with the option to renew upon mutual consent for two (2) additional one (1) year term at the same unit cost, terms and conditions. In default thereof, the Contractor shall be liable for liquidated damages in the amount as provided in Article 31 of the General Conditions of these Specifications.

NOW, THEREFORE, it is hereby agreed that for the sum of **UNIT PRICE AS PER BID FORM (\$ UNIT PRICE)** to be paid by the Purchaser to the Contractor, the Contractor agrees to perform all work in accordance with the Contract Documents, plans and specifications which are as much a part of the agreement as if repeated verbatim herein.

IT IS FURTHER AGREED AND UNDERSTOOD between the parties hereto that the Contractor shall accept and the Purchaser will pay for the work as described above at the prices stipulated in the bids and the payment shall be made at the time and in the manner set forth in the specifications.


IN WITNESS THEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

Executed in Two (2) Counterparts

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT
LAFAYETTE, STATE OF LOUISIANA

WITNESSES:


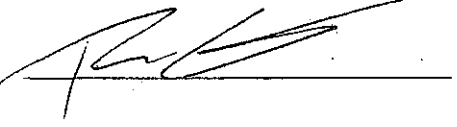
Harriette N. Ostey
Harriette H. Ostey
Debbie Sonnier
Debbie Sonnier

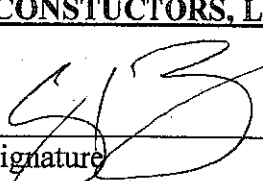
BY: 
JOSHUA S. GUILLORY
MAYOR- PRESIDENT

CONTRACTOR'S WITNESSES:

CONTRACTOR:
PARTY OF THE SECOND PART

RIGID CONSTUCTORS, LLC

BY: 
Signature

NAME: Cody Fortier
Type or print name

TITLE: CEO
Type or print title

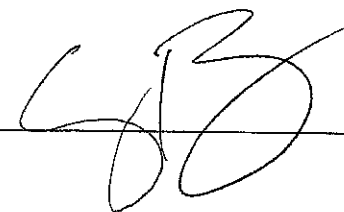
AFFIDAVIT

STATE OF Louisiana

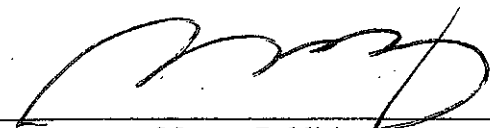
PARISH OF Lafayette

This 21st day of December, 2021, personally came and appeared before me, the undersigned Notary Public, duly commissioned and qualified within and for the Parish of Lafayette, State of Louisiana Cody Fortier, CEO, who, after being by me duly sworn, did depose and say that he has been selected as Contractor for the Lafayette Consolidated Government on the 2021 LCG AS-NEEDED EXCAVATION AND DISPOSAL CONTRACT and that he does hereby certify in compliance with L.R.S. 38:2224 that he has employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the Contract for the above mentioned public project, other than persons regularly employed by him whose services in connection with the construction of said public project or in securing the Contract for same were in the regular course of their duties for him; and, that no part of the contract price received, or to be received, by him 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 him whose services in connection with the construction of said public project were in the regular course of their duties for him, and further declares that he has in no way entered into a collusion to increase the cost of the project and has no knowledge of such collusion on the part of any sub-contractor or suppliers of material to him for this project.

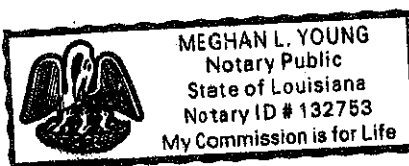
APPEARER FURTHER DECLARES that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes, and particularly Section 2224 of said Title 38 of the Louisiana Revised Statutes.



Sworn to and subscribed before me this 21st day of December, 2021!



(Notary Public)



PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Rigid Constructors, LLC as Principal, and Nationwide Mutual Insurance Company a Corporation duly authorized to transact business in the State of Louisiana, as Surety, are held and firmly bound unto the Lafayette City-Parish Consolidated Government, existing under the laws of the State of Louisiana, in the penal sum of

Three Hundred Ninety Thousand Fifty and 0/100 Dollars (\$390,050.00) lawful money of the United States, for the payment of which will and truly to be made, the said surety does hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

WHEREAS, the Principal has entered into a Contract with the Lafayette City-Parish Consolidated Government, bearing the date of 12-29-21, for 2021 AS NEEDED LCG EXCAVATION AND DISPOSAL CONTRACT upon certain terms and conditions, completely set out in said Contract; and

WHEREAS, it was one of the conditions of award by the Consolidated Government, pursuant to which the contract hereinabove referred to was entered into, that these presents shall be executed:

NOW, THEREFORE the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligations thereunder, including the specifications, proposals and plans therein referred to and made a part thereof, and such alterations as may be made on such plans and specifications as therein provided for, and shall indemnify and save harmless the Consolidated Government against or from all costs, expenses, damages, injury or loss, to which the Consolidated Government may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default including patent infringement on the part of the Principal, his agents or employees, in the execution of performance of said Contract, and shall promptly pay all claims for damages or injury to property and for work done, or skill, tools, machinery, supplies, labor and materials furnished and debts incurred by the Principal in or about the performance of the work contracted for, this obligation to be void.


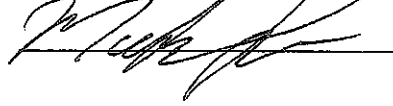
And the Surety, for value received hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

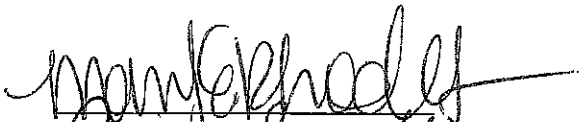
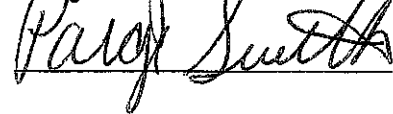
PERFORMANCE AND PAYMENT BOND

This bond shall be for the use of the Consolidated Government and all persons doing work or furnishing skill, tools, machinery or materials for the purpose of the Contract herein above referred to.

In Testimony whereof, the Principal and the Surety have caused these presents to be duly signed and sealed in two (2) counterparts this 29th day of December, 2021.

WITNESSES:

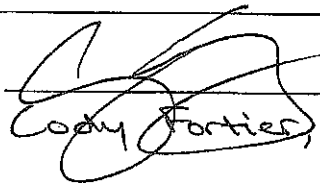



EXECUTED IN TWO (2) COUNTERPARTS

Rigid Constructors, LLC

BY


Cody Fortier, CEO

Nationwide Mutual Insurance Company

BY

L.A. LICENSE NO. 329941


Tawanda A. Weatherspoon, Attorney In Fact

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AMY L DOUGAY; CHARLES E REAGIN, III; CHARLOTTE RAMSEY; CHARLOTTE L WRIGHT; CHRISTOPHER BOONE; DAVID FORTENBERRY; DEBBIE DUNAWAY; DEWEY B MASON; JAMES ELEY BRASHIER; JOSEPH BEATTIE; KATHLEEN SCARBOROUGH; KIMBERLY BARHUM; LISA BUTLER; MARKHAM R MCKNIGHT; MARY E RHODES; PATRICK MASON; STEPHANIE S MCKNIGHT; STEVEN P THIBODEAUX; SUSAN SKRMETTA; TAWANDA A WEATHERSPOON; THOMAS M SANDAHL; TRENT J SANDAHL; TROY P WAGENER; WILLIAM G MCKNIGHT;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature: Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of December 2021

[Handwritten Signature: Laura B. Guy]

Assistant Secretary



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 #
INSURED Rigid Constructors, LLC 3861 Ambassador Caffery Parkway, Suite 175 Lafayette, LA 70503	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			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/PROP AGG \$ 2,000,000 EMPL BENEFITS A \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO 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"/> RETENTIONS \$ 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			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



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



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POLICY NUMBER SEE PAGE 1			
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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)



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POLICY NUMBER SEE PAGE 1			
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•MUS MEL 0225 Rev 08.16 Death on the High Seas Act

Addendum to Certificate

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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 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

- 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