

**ALLEN PARISH POLICE JURY  
REQUEST FOR PROPOSALS (RFP)**

**For:  
ALLEN PARISH POLICE JURY – ROADSIDE  
VEGETATION MANAGEMENT CONTRACT**

**OPENING:  
Wednesday, September 13<sup>th</sup>, 2023 at 3:00 PM  
at  
602 Court Street, Oberlin, LA 70638**

The Allen Parish Police Jury (APPJ) is accepting proposals for Roadside Vegetation Management Services to be used on an annual basis. These services are to be used at various locations throughout the Parish to abate and control Bahia grass, Johnson grass, as well as other weeds throughout the parish.

**LICENSING REQUIREMENTS:** Louisiana Department of Agriculture & Forestry: Pesticide & Environmental Program Division requires one of the following licenses: Ground Owner/Operator License with a certification in Right of Way & Industrial Pesticides.

Sealed proposals will be received in person at the Allen Parish Police Jury, 602 Court Street, Oberlin, LA 70655 until **3:00 P.M., September 13<sup>th</sup>, 2023.**

Online proposal submission will be accepted using the Central Proposal Website: <https://www.centrauctionhouse.com/main.php>

**FOR: ALLEN PARISH POLICE JURY – ROADSIDE VEGETATION MANAGEMENT CONTRACT**

Complete Proposal Documents for this project are available in electronic form only. They may be obtained without charge and without deposit from the Allen Parish Engineer, Jacob Dillehay, P.E. at [jdillehay@appj.us](mailto:jdillehay@appj.us). Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Parish Engineer at: **PHONE (337) 639-4328.**

## REQUEST FOR PROPOSAL

1. **OVERVIEW.** Various Allen Parish locations require Vegetation Management Services from a qualified vendor.
2. **SCOPE.**
  - 2.1 It is the intention of these proposal documentation that a qualified vendor furnish the Allen Parish Police Jury (APPJ) Vegetation Management Services.
  - 2.2 All references to "Contractor" throughout this solicitation refers to all Contractor and their subcontractors. Each Contractor and subcontractor must comply fully with the terms, conditions, and specifications of this contract.
3. **TERM OF AGREEMENT.**
  - 3.1 The term of the contract shall be for one (1) year beginning on November 1st, 2023. APPJ reserves the right to automatically renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. APPJ will automatically renew the contract on each option year unless written notice is given to the vendor/contractor that the contract is not renewed.
  - 3.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the APPJ ninety (90) days prior to the expiration date of the contract term.
  - 3.3 The vendor/contractor must maintain the insurance coverages required by the APPJ while this contract is in force, including automatic renewal terms, and shall provide a Certificate of Insurance (COI) naming the APPJ as additional insured with a waiver of subrogation.
4. **PRICES.** Price quoted will include all charges and costs of operation for all locations listed in attachment B. **Owner reserves the right to award all or none of the contract on a Ward by Ward basis, based on company credentials, proposed mix design, and budget availability for contract services.**
5. **ESCALATION.**
  - 5.1 **The price offered herein shall be firm against any increase for one (1) year from the effective date of the contract.** Prior to commencement of subsequent renewal terms, the APPJ may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) at the time of the request or up to a maximum 3% increase on the current pricing, whichever is lower.

- 5.2 For purposes of this section, "Consumer Price Index" (CPI), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 5.3 APPJ reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase.

6. **METHOD OF AWARD.**

- 6.1 Award to the lowest responsive and responsible proposers with an approved mix design will be made on a total Lump sum price.

7. **WORKMANSHIP.**

- 7.1 With regards to this contract, the APPJ or its designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the APPJ. Upon notification by the APPJ or its designated representative, the Contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 7.2 The APPJ reserves the right to make unannounced periodic inspections of the work in progress.
- 7.3 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and any applicable local codes. Any additional code requirements requested by APPJ shall be noted within. In cases of conflict between requirements; that requirement which follows all applicable codes and which is also, in the opinion of APPJ, more advantageous to APPJ, shall govern.

8. **INSURANCE.**

- 8.1 The successful vendor will be required to provide verification of insurance coverage in accordance with **attachment A**. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding APPJ holidays and non-work days, if applicable.
- 8.2 The Insurer must maintain the insurance coverage required by the APPJ while this agreement is in force, including g automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the APPJ when required.
- 8.3 In the event the vendor changes the insurance carrier, new verification of insurance coverage must be provided to the APPJ by the new insurance carrier within ten (10) days of the change of policy.

9. **INDEMNIFICATION**

The Contractor shall protect, indemnify, defend, and hold harmless the Allen Parish Police Jury, all officers, administrators, agents, servants, employees, and appointees of the

Parish of Allen, and all other persons or legal entities for whom the Parish of Allen might be liable from and against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including but not limited to all fees, expenses and charges of attorneys and other professionals, as well as court and arbitration costs and expenses, for bodily injury, including death, personal injury and property damage, arising out of, in connection with or resulting from the performance of this Contract and caused in whole or in part by any act, error, or omission of the Contractor, its officers, agents, servants and employees or any sub-proposer or subcontractor or other person or organization or legal entity performing directly or indirectly with the Contractor and regardless of whether caused in part by any party or person indemnified hereunder.

**10. CONTRACTOR QUALIFICATIONS.**

10.1 At the option of the APPJ, proposers/offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.

10.2 Proposers/Offerors must provide at least three (3) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.

10.3 Prior to award of this contract, the APPJ reserves the right to inspect the facilities of any proposers/offered. The reputation of proposers regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

11. **EQUIPMENT AND MIX DESIGN.** A list of the name and type of equipment to be used must be included as a part of the proposal package and approved by the APPJ. A proposed herbicide mix design for each Ward shall be submitted as part of the proposal package.

12. **SUBCONTRACTING.** All subcontractors must be approved by the APPJ prior to performing any work. The APPJ reserves the right to reject any subcontractor or require that any subcontractor performing for the general contractor under this agreement be replaced by another subcontractor or the general contractor's work force.

**13. WORK PERFORMANCE**

13.1 It is required that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility, the Contractor is responsible for notifying the APPJ.

13.2 The work to be done under the contract includes but is not limited to: the providing of all labor, materials, supervision, equipment, services, fuel, oil, incidentals, and related items

necessary to complete the work in accordance with this specification and scope of work. Trash bags are to be provided by the Contractor.

- 13.3 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvement, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the contract shall be repaired or replaced to the satisfaction of the APPJ.
- 13.4 All work being performed for and/or on APPJ property shall fully conform to all local, state, and Federal safety regulations.

**14. INVOICING PROCEDURE.**

- 14.1 The Contractor will submit an invoice to the APPJ upon completion of the spraying cycle. All invoices shall be divided and submitted by Ward. This invoice shall indicate the dates, the site(s) sprayed, the total cost and the delivery order number.
- 14.2 In order to justify correct payment, the Contractor must notify the APPJ each time he/she sprays any sites.
- 14.3 Invoices must be submitted to the Allen Parish Police Jury, P.O. Drawer G, Oberlin, LA 70655. Under no circumstances will interest be paid.

15. **SITE VISITS.** Each proposer is encouraged to visit all locations to verify size and site conditions. The act of submitting a proposal is to be considered acknowledgement by proposers that they have visited the sites, taken field measurements and are familiar with the conditions and requirements affecting the work. Failure to do so will not relieve the successful proposer of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this proposal.

## STANDARD TERMS AND CONDITIONS

It is the Allen Parish police Jury's intent for these specifications to set the minimum standards to be used for the proposal of the requested services. Any references to Make, Model and Manufacturer are only to indicate minimum specifications for quality and performance. They are not intended to be restrictive in nature or to eliminate use of any other manufacturer's products.

In compliance with proposal specifications, vendor offers and agrees to furnish any and all of the services enumerated at the total lump sum price offered. The vendor also acknowledges that the Terms and Conditions of the Proposal were carefully read and the appropriate sections were completed.

The award is subject to all legal requirements provided for in APPJ Ordinances, and State and Federal Statutes.

All vendors must disclose with their proposal the name of any officer, director, or agent who may also be an employee of APPJ. Further, all vendors must disclose the name of any APPJ employee who owns, directly or indirectly, and interest often percent (10%) or more in the vendor's firm or any of its branches. Should the awarded vendor permanently or temporarily hire any APPJ employee who is, or has been, directly involved with the vendor prior to or during performance of the resulting contract, the contract may be subject to immediate termination.

**ADDENDA:** Addenda issued during the time of proposal must be attached to and made a part of the contract documents.

**AFFIRMATIVE ACTION:** The vendor will be an Equal Opportunity Employer and make a good faith effort to encourage minority employment and agrees to meet Federal and State guidelines.

Vendors doing business with the APPJ are prohibited from discriminating against any employee, applicant, or client because of race religion, color, disability, national origin, gender, or age.

**ALTERNATE PROPOSAL:** Proposals submitted as alternates, as "equals", or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted.

Detailed product or service literature, suitable to evaluate, must be submitted with the proposal. If no exceptions are taken, the APPJ will expect and require complete compliance with the specifications and conditions of purchase.

**AMERICAN MADE:** Whenever possible, the goods, material, articles or equipment specified will be of United States origin and manufacture.

**APPLICABLE LAWS:** In the performance of this contract, vendors must comply and conform to any and all laws of the United States, State of Louisiana and the Parish of Allen including but not limited to Federal and State executive orders providing for equal employment and procurement opportunities the Federal Occupational Safety and Health Administration and any other Federal or State laws applicable to this contract.

The laws of the State of Louisiana will govern this contract and the venue for any suit pertaining to this contract will be the Twenty Sixth Judicial District of Allen Parish. Lack of knowledge by the vendor and any subcontractor will in no way be a cause for relief from responsibility.

**ASSIGNMENT:** This contract is not assignable unless both parties mutually consent in writing. The requirements of this contract are binding.

**AUTHORITY:** This proposal as well as any resultant contract is issued under the authority of the APPJ & Purchasing Agent. No changes may be made without the express written approval of the APPJ or Purchasing Agent in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the APPJ inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the vendor.

**AWARD OF PROPOSAL:** Awards will be made with reasonable promptness to the lowest responsible, responsive vendor(s) whose offer(s) best conform to the proposal and is in the best interest of the APPJ.

**PROPOSAL OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the APPJ requires an offer in response to a proposal to remain valid and irrevocable for a period of forty five (45) days after the proposal opening time and date.

**CERTIFICATION:** By signature in the offer section the vendor certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The vendor has not given, offered to give, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- C. The vendor submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the vendor and has the authority to bind the vendor to the contract.

**APPJ PROCUREMENT DOCUMENT:** The Purchasing Department is issuing this proposal. Vendor is not permitted to alter any portion of the proposal document, and any attempt to do so will result in vendor's offer being considered non-responsive. Vendor must not alter any portion of the contract without the written approval of the Purchasing Agent and any attempt to do so will be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the APPJ inclusive of, but not limited to contract cancellation, suspension and/or debarment of the vendor.

**CLARIFICATIONS:** The APPJ reserves the right to obtain clarification from Vendor when necessary to arrive at full and complete understanding of proposal response.

**CONFLICT OF WORDING:** Where an item in the proposal specification conflicts with the Terms and Conditions, the proposal specifications will prevail and control.

**CONTRACT:** Upon acceptance of the vendor's proposal the vendor will, if requested by the APPJ, execute and enter into a formal Contract that is satisfactory to the vendor and the APPJ.

**CONFIDENTIAL INFORMATION:** Proposals submitted to the APPJ will be reviewed and evaluated by only those persons who have a legitimate interest. The APPJ cannot guarantee the confidentiality of any information provided in the proposal and all items submitted as part of the vendors proposal will be available for public inspection to the extent required by public records disclosure laws after proposals have been received by the APPJ.

To the extent possible, the APPJ will provide vendor with 48 hours written notice of any public records disclosure request relating to vendor's documents to allow vendor to seek a protective order from the Court. Vendor agrees to indemnify, defend, and hold the APPJ harmless for any damages resulting from the APPJ's failure to disclose information under the terms of this section.

**CONTRACT ADMINISTRATION:** The Purchasing Agent and an authorized representative of the primary user department will jointly administer this contract. All questions regarding this contract after award must be referred to an authorized representative for resolution.

**CONTRACT AMENDMENTS:** Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written change order approved by the APPJ. If vendor performs any modification without written change order, the APPJ will not be obligated to accept or pay for said modifications.

**CONTRACT DEFAULT:** The APPJ, by written notice of default to the vendor, may terminate in whole or any part of this contract in any one of the following circumstances:

- A. If the vendor fails to perform the services within the time specified; or
- B. If the vendor fails to perform any of the provisions of this contract and *fails* to remedy the situation within the specified period of time in the notice.

In the event the APPJ terminates this contract in whole or part, the APPJ may procure goods or services similar to those terminated, and the vendor may be liable to the APPJ for any excess costs for such similar goods or services.

**CONTRACT LENGTH:** The contract will remain valid for a period of one year from date of issuance of purchase order or Notice of Award, unless otherwise noted.

**CONTRACT TERMINATION:** Either party may terminate the contract upon 30-day's written notice by one party to the other. Both parties will perform in accordance with the contract prior to the effective termination date. The APPJ may at any time cancel the contract for cause without penalty or liability.

The APPJ reserves the right to cancel any contract upon 30 days written notice when, in the APPJ's judgment, the workmanship, quality, performance of the goods or services of this contract are rendered unsatisfactorily or do not conform to the contract.

**DELIVERY:** Unless otherwise stated, the goods or services, specified or called for in or under this proposal, must be delivered or completely performed by the successful vendor within the period set out herein as the guaranteed period of delivery or completion after receipt of order.

The vendor agrees to provide services, only upon receipt of a duly signed and approved purchase order issued by the APPJ Purchasing Agent. Services provided without such purchase order will be at the vendor's risk.

**EVALUATION:** In the Invitation for Proposal, award(s) will be made to the lowest responsible and responsive vendor whose proposal conforms in all requirements and criteria set forth in the Invitation for Proposal. The APPJ will be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but not be limited to:

1. Conformity with proposal specifications, performance requirements, terms and conditions, vendor instructions and any other contractual clauses and or requirements.
2. Availability of competent service and prompt delivery of goods or services;
3. Having legally required licenses, certifications and/or qualifications to perform the contract;
4. Cost consideration of vendor's financial capability to perform the contract, and any other factors that would be advantageous to the APPJ;
5. Record of past performance and integrity on APPJ and/or other public agency contracts; and
6. Production capability of equipment, customer references, and/or APPJ inspection

**FORCE MAJEURE:** The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation, facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the APPJ, provided



that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**FUNDING:** Any contract entered into by the APPJ is subject to funding availability. Fiscal years for the APPJ are January 1. to December 31. The APPJ approves all budget requests. If a specific funding request is not approved, or the funding source is no longer available the contract may be terminated.

**GRATUITIES:** The APPJ may, by written notice to the vendor, cancel this contract is found that gratuities, in the form of entertainment , gifts or otherwise, were offered or given by the vendor or any agent or representative of the vendor, to any officer or employee of the APPJ making any determinations with respect to the performing of such contract

**INDEMNIFICATION:** The vendor must indemnify and defend the APPJ, its agents and employees against all claims, damages, losses, and expenses resulting from the vendor's intentional or negligent acts, mistakes or omissions in performance of the Contract. This includes any intentional or negligent acts, mistakes, or omissions of the vendor's subcontractors. The amount and types of insurance coverage required does not limit the scope of indemnity.

**LATE PROPOSALS:** Proposals received after the time for opening proposals or received at any place other than the place specified will not be considered. If a proposal is received late the proposal will not be considered and may be returned to the vendor.

**LICENSES:** Vendor will maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the vendor as applicable to this contract. The vendor and all of his employees or agents will secure and maintain in force such licenses and permits as are required by law, and by the APPJ, in connection with the furnishing of goods or services requested.

**LIENS :** All goods or service must be free of all liens. and if the APPJ requests, a formal release of all liens will be delivered to the APPJ.

**NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Proposal will be awarded with the understanding and agreement that it is for the sole convenience of the APPJ. The APPJ reserves the rights to obtain like goods or services from another source when necessary.

**OBJECTIONS:** Any objection to the specifications and requirements as set forth in this proposal must be submitted to the Purchasing Agent in writing 72 hours prior to proposal opening.

**ORDERING INSTRUCTIONS:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a purchase order or document signed by an authorized agent. The purchase order will specify the item (s) ordered, delivery instructions and any other pertinent information required. All APPJ and vendor documents must reference the purchase order number.

**PATENTS:** The successful vendor must agree to defend, at his own risk, all suits alleging infringement on any United States Patents by reason of the use and/or resale of items purchased under this proposal.

**PAYMENTS:** Invoices will normally be paid within 10 days after receipt of approved invoice. The APPJ reserves the right to review all payments made to the vendor by auditing at a later date. Subject to such audit, the vendor must immediately reimburse any overpayments.

**PERIOD OF TIME:** Periods of time, stated as number of days, will be calendar days.

**PREMATURE PROPOSAL OPENING:** No responsibility will be attached to a APPJ employee for premature opening of a proposal.

**PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN APPJ PERSONNEL:**

All specifications will seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the APPJ's needs. No person preparing specifications will receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

**PRICE:** The prices quoted on this proposal will be based on the goods and/or services referred to herein, being delivered F.O.B. destination, freight, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket showing the exact quantity of goods and/or services must accompany each delivery. A representative's signature will not bind the APPJ to accept the goods, material, articles or equipment covered.

**PROTECTION OF PUBLIC PROPERTY:** The vendor will use reasonable care to avoid damaging public property. If the vendor causes damages, the vendor must replace or repair the damage at no expense to the APPJ as directed by the Purchasing Agent. If the vendor fails or refuses to make such repair or replacement then the vendor will be liable for the cost thereof, which may be deducted from the contract price.

**PUBLIC RECORD:** All offers submitted in response to this proposal will become the property of the APPJ and will become a matter of public record available for review, in accordance with state law.

**QUANTITIES:** The quantities requested are estimates based upon available information. The APPJ reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the APPJ's permission in writing.

**REJECTIONS:** The APPJ may reject any part of or all proposals whenever it is deemed in the best interest of the APPJ and with just cause.

**RIGHTS AND REMEDIES:** No provisions of this proposal or in the vendor's proposal response will be construed, expressly or by implication, as a waiver by the APPJ or any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the APPJ to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, will not release the vendor from any responsibilities or obligations imposed by the contract or by law, and will not be deemed a waiver of any right of the APPJ to insist the strict performance of the contract.

## **SPECIAL TERMS AND CONDITIONS**

**ANALYSIS AND TEST:** When deemed necessary, samples of materials may be taken at random for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the vendor holding the contract.

**ANNUAL CONTRACTS:** Vendor will hold firm, fixed pricing for a period of twelve months after notice of award.

**AWARD OF PROPOSAL:** If the primary vendor indicates that they cannot deliver by the APPJ required deadline, the APPJ reserves the right to contact the secondary vendor.

**BRAND NAMES:** Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered. This reference is intended solely to designate the type of quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be considered nonresponsive.

**CLEAN UP:** The vendor must at all times keep the area, including storage areas used, free from accumulations of waste material or trash and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the APPJ. Upon completion of the repair, the vendor must leave the work and premises in a clean, neat and workmanlike condition.

**CONTRACT EXTENSION:** In the event the APPJ does not opt to renew the contract or the APPJ and vendor(s) are unable to reconfirm or renegotiate unit rates for another year, the APPJ will have the option of extending this contract at the current rates, but no more exceed six months total.

**COOPERATIVE PURCHASING:** The APPJ has entered into interactive purchasing agreements with other political subdivision, cities and towns in order to conserve resources, reduce procurement costs and improve the timely acquisition and costs of goods or services. The vendor(s) to whom this contract is awarded may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by the vendor(s) under this contract, pursuant to the terms and conditions stated herein.

**EMERGENCY DELIVERIES:** Upon mutual agreement, the APPJ may request services required under "emergency" situations, after-hours, or on weekends.

**INSURANCE:** Before the commencement of any services, the vendor must provide the APPJ with a Certificate of Insurance (COT) identifying this agreement by name and purchase order number. All required insurance policies, except Workers' Compensation and Professional Liability must name the APPJ, and its employees, as Additional Insured. Any insurance carried by the APPJ, and its employees, is excess coverage, and not contributory coverage to that provided by the vendor. All insurance policies are subject to approval by the APPJ. The vendor must give the APPJ 30 days of written notice before canceling any policy. The vendor's failure to furnish evidence of insurance may be considered a breach. See attachment A, for the requested lines and limits. All certificates are to be sent to:

Allen Parish Police Jury, P.O. DRAWER G, Oberlin, LA 70655.

## **SPECIAL TERMS AND CONDITIONS**

The vendor must carry Pollution Liability coverage with project-specific limits of \$1,000,000.00 per loss and \$2,000,000.00 annual aggregate for losses caused by pollution conditions that arise from the vendor's performance of work or service under this Agreement. The coverage must include:

1. Bodily injury, illness, death, mental anguish, or shock;
2. Property damage, including but not limited to physical injury or destruction, loss of use, and cleanup costs; and
3. All defense costs, including charges and expenses for investigation and claims adjustment.

In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

**INDEMNIFICATION:** Vendor must indemnify and defend the Allen Parish Police Jury, and its employees, against all claims, damages, losses, and expenses resulting from the vendor's intentional or negligent acts, mistakes, or omissions in performance of this Agreement. This includes any intentional or negligent acts, mistakes, or omissions of the vendor's sub-contractors.

The amount and types of insurance coverage required above does not limit the scope of indemnity in this paragraph.

The Vendor must purchase and maintain the stipulated minimum insurance with companies duly licensed to do business in the State of Louisiana. All policies and forms must be satisfactory to the APPJ Attorney. Use of alternative insurers requires prior approval.

**INVENTORY:** The vendor will be required to maintain an adequate level of Inventory to successfully maintain the schedule requested by the APPJ. If the vendor is unable to discharge its duties as scheduled, due to lack of inventory it may result in the cancellation of the contract.

**MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (as required by Federal Law or Regulations) must be submitted by the successful vendor prior to or concurrent with each shipment of materials purchased under this proposal.

**PERMITS:** The vendor is responsible for procuring all permits and licenses, paying all charges and fees.

**PRICE ADJUSTMENT:** The APPJ will review documented requests for price increases after any contract has been in effect for one year. Any general price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The APPJ will determine whether the requested price increase or an alternate option, is in the best interest of the APPJ. Any price adjustment will be effective upon the date of the contract extension.

**PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of contract and will become effective upon notice.

**RETURNABLE DEPOSIT {CONTAINER/PALLET}:** The successful vendor will be responsible for removing and disposing of empty container (s) or pallets purchased under this contract. The APPJ will not pay any container deposits or other charges. Successful vendor will be required to pick up any empty containers or pallets upon delivery of new orders.

## **SCOPE OF WORK (ROADWAY RIGHT OF WAYS)**

1. The scope of this contract shall provide for herbicide treatment of all weeds, grass, and brush within the limits of all the public rights-of-way of all highways in the Allen Parish Police Jury Roadway System shown in the attached maps. The Public right-of-way shall be defined as running from the edge of the road surface to the outside edge of the right-of-way including areas around bridges and guardrails. It is understood to include the area outside the roadside drainage ditch and within the public right-of-way. In the event privately owned fences or other appurtenances are present, treatment shall extend to their edge. The Parish reserves the right at any time and at its sole discretion to include other or exclude listed areas for treatment as may be necessary. The Parish further reserves the right to increase or decrease the times and frequency of application as may be necessary. PLEASE BE AWARE THAT NO MOWING IS REQUIRED in conjunction with the herbicide program.
2. The Contractor shall chemically obtain a ninety percent (90%) control of all noxious weeds, grass, broadleaves and brush, except Bermuda and Bahia, and maintain the control of the vegetation throughout the growing season. Weeds and grass other than Johnson Grass shall be less than 10" High, and Johnson Grass shall be chemically maintained at a height of less than 18". If the height exceeds these limits, the vegetation shall be considered out of control.
3. The Contractor shall make inspections to determine when treatment is required, but if the Director of Public Works advises the Contractor of areas that are not under control, they shall be chemically treated immediately. Herbicide treatment shall be performed as many times as necessary to control vegetation.
4. Treatment shall include the implementation of a preemergent program and seed head suppression program. Retreatment of the post emerge program shall be as necessary to maintain right of ways within the standards previously mentioned.
5. Areas under construction will be controlled as much as possible and upon completion of the construction, the Contractor will complete the herbicide treatment as required in the construction areas, to bring within the scope of these specifications.
6. During wet periods, the contractor should avoid areas where rutting of the sod might ensue. Under these conditions, the Contractor will avoid these areas and the work will be rescheduled when dry conditions permit. Notwithstanding this provision, the Contractor shall remedy all rutting caused by the Contractor at no additional cost to the Parish.
7. Areas with existing erosion problems shall be omitted from herbicide treatment until such time that the Bermuda/Bahia grass has become established.

8. This contract will not give the Contractor exclusive rights. The Department of Public Works reserves the right to supplement control methods as required. If the Contractor fails to maintain height restrictions as outlined herein, the Parish may supplement with another contractor or in-house forces with payment for the supplemented work deducted from the total payment to the Contractor.

## **II. HERBICIDES (HIGHWAY RIGHT OF WAYS):**

1. The herbicide used in treatment of vegetation shall consist of a combination of contact and translocated herbicides which will effectively control all vegetation except Bermuda and Bahia grass. Any Bermuda or Bahia grass that is killed or permanently damaged shall be replanted by the Contractor by means of seeding and growth will be assured. Seeding, fertilizing, and vegetative mulch shall conform to the LA DOTD Standard Specifications, 2016 Edition. Replanting shall be done at no additional cost to the Parish.
2. All herbicides shall be applied according to recommended label rates. All herbicides shall be mixed and applied in strict accordance with the manufacturer's label recommendations as promulgated by the E.P.A. and the Louisiana Department of Agriculture and Forestry and any other appropriate governmental entity.
3. Special care shall be taken with chemicals and mixtures adjacent to farm crops. Any farm crop damage shall be the responsibility of the Contractor.

## **III. EQUIPMENT (HIGHWAY RIGHT-OF-WAYS):**

1. All equipment used by the Contractor for herbicide application must be inspected and licensed by the Louisiana Department of Agriculture and Forestry and must comply with all applicable State, Federal, and OSHA Regulations. The Contractor shall submit a listing of equipment to be used which is capable of applying herbicide in calibration with acceptable spraying practices. Also, bushhogs or other mowing equipment along with support vehicles for mowing operations, shall be submitted.
2. A permanent amber rotating light shall be mounted atop each piece of equipment used by the Contractor. This light shall be positioned so as to be visible in all directions and it shall be turned on whenever the equipment is in operation.

## **IV. Each person actually spraying herbicide must be a certified applicator licensed by the Louisiana Department of Agriculture and Forestry (NO EXCEPTIONS).**

## **V. SCOPE OF WORK (DRAINAGE):**

- 1. NOTE: Drainage work is not currently part of this contract. This section is being left in as a place holder should drainage ditches be added at a later date. Drainage ditches will only be added by change order negotiated between the Contractor and the Owner.**
2. The Contractor shall furnish all labor, materials, equipment, supervision, insurance, and necessary licenses to control all noxious weed s. grass, and brush, except Bermuda, within the limits of the drainage canals.
3. Areas of drainage canals to receive selective herbicide treatment is further defined as being the bottom, side, and banks to the limits of the right-of-way. In absence of a defined right-of-way the top edge of the drainage canal channel wall or grade shall prevail. In the event privately owned walls, fences, or other appurtenances are present, treatment shall extend to their edge.
4. Only drainage canals designated as brush control may be negotiated and added to this contract at any time during the contract period.
5. Elimination of undesirable vegetation growing in designated drainage canal allows control of low growing grasses. Vegetation is defined as broad-leafed weeds and grass (excepting Bermuda grass) vines and brush. By elimination of undesirable vegetation growing in designated drainage canals allows control of low growing grasses.

## **VI. INSPECTION OF WORK (DRAINAGE):**

- 1. NOTE: Drainage work is not currently part of this contract. This section is being left in as a place holder should drainage ditches be added at a later date. Drainage ditches will only be added by change order negotiated between the Contractor and the Owner.**
2. The Contractor shall be required to inspect each area prior to application for the location of any livestock along with any desirable vegetation such as gardens landscaped lawns or tree orchards adjacent to the treated areas. Prior to each application, the Contractor shall provide the Public Works Director with a list of locations to be skipped, address, telephone number, and reason for skipping the particular location. The Contractor shall control his operations in order to avoid damage to these areas and shall be responsible for any and all damages.
3. No later than forty-five (45) days after the completion of each application a joint inspection shall be made by representative(s) of the Contractor and the Department of Public Works, or a designee, to determine the effectiveness of the herbicide treatment. It shall be determined by the Department of Public Works if all brush, except Bermuda grass, has been effectively treated.
4. Inspection findings shall be documented and signed by both representatives and will be utilized to support requests for payment to the Contractor for satisfactory completion of services. It shall be determined by the Department of Public Works if all brush, except Bermuda Grass, has been effectively treated.
5. Inspection observations shall be documented and signed by both representatives. Copies

of these observations shall be submitted with the request for payment.

6. In all cases where the kill is not totally effective, follow-up treatments will be applied as required by the Contractor at no additional cost to the Parish. A subsequent inspection of areas which receive spot treatments shall be conducted to determine effectiveness of the treatment.

7. All areas treated shall comply with the management of 90% control of undesirable vegetation. Any Bermuda Grass that is killed or permanently damaged shall be replanted by the Contractor at no additional cost to the Parish.

## **VII. Equipment/SAFETY(DRAINAGE):**

L All equipment used by the Contractor for herbicide application must comply with all applicable local, state, and federal laws and regulations.

2. Aerial herbicide application will be prohibited in this contract.

3. The Contractor shall be responsible for providing traffic control during this project consistent with the provisions set forth in local, state or federal law.

## **VIII. COMPLAINTS PROCEDURE:**

Complaints from residents resulting from work done under this contract will be received and recorded by the Department of Public Works. The complaints will then be forwarded to the Contractor. The Contractor will make contact with the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a good judgment as to its authenticity. If, in fact, a liability situation does exist, every effort will be taken to ensure that the claim is settled as expeditiously as possible. In each case the Department of Public Works, will be kept informed of complaints.

## **IX. CONTRACTOR'S AVAILABILITY**

The Contractor shall maintain a base operation to provide for the storage of materials and timely response to service requests and inspection requirements of the Parish.



## PRICE PAGE

VENDORS NAME:

Opterra Solutions, Inc

ITEM NUMBER*	ITEM	TOTAL ESTIMATED MILEAGE	PRICE (PRICE PER MILE)	**EXPANDED PRICE (LUMP SUM)
1	Roadside Vegetation Management in Ward 1 (Lump Sum)	23.5	\$ 627.50	\$ 14,746.25
2	Roadside Vegetation Management in Ward 2 (Lump Sum)	143.1	\$ 627.50	\$ 89,795.25
3	Roadside Vegetation Management in Ward 3 (Lump Sum)	94.5	\$ 627.50	\$ 59,298.75
4	Roadside Vegetation Management in Ward 4 (Lump Sum)	49.1	\$ 627.50	\$ 30,810.25
5	Roadside Vegetation Management in Ward 5 (Lump Sum)	94.5	\$ 600	\$ 56,700
	<u>L.D.I., COO</u>		TOTAL BID AMOUNT	251,350.50

**\*BID NOTE:** All parish owned roads and bridges shown in the Ward 2,3, and 5 that are outside of the city limits shown on the attached maps shall be included in the lump sum price for that Ward. Only the roads circled and all the bridges in the Ward 1 and Ward 4 maps shall be included in the lump sum bid price.

**\*\*NOTE** that the EXPANDED PRICE (LUMP SUM) will be used as one of the basis for award. Price per Mile given shall include both sides of the road and will be used for subsequent change orders should adjustments needed to be made after the contract is awarded.

Proposers must acknowledge receipt of addendum. Acknowledged.

How many years has your company been in business? 30 years

How many certified technicians do you have available to work on this account? 2 technicians

Have you attached a sheet with your references as requested? See attached.

2 trucks

### CONTRACT RENEWAL

The contract resulting from this Request for Quotations includes provisions to renew the contract for four additional twelve-month periods.

All pricing is for the first year of contract only. Contract is effective on date referenced on purchase order.

### UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market that affects the then current contract price, the Vendor may submit justification for a price adjustment. The Purchasing Agent will review the justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

The Purchasing Agent will be the final authority on any price adjustment due to unpredictable market change.

### PRICE ADJUSTMENT

Price increases may only be requested by the Vendor within 30-days prior to the annual anniversary date of the contract. Failure to do so may result in the denial of any increase requested.

Price increases will be applied to the unit pricing or lump sum pricing in the Contract as a percentage increase. The increased rate will be based upon mutual consent of the Vendor and the Purchasing Agent, however, the Purchasing Agent will evaluate the Vendor's performance, services and records documentation to determine the appropriateness of the increase requested.

## **PRICE REDUCTION**

If the Vendor, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease to the Vendor) the Vendor must promptly notify the APPJ in writing and extend such decrease to the APPJ effective on the date of such general price decrease.

## Attachment A

*See attached*

### INSURANCE

This package provides guidance for your Certificate of Insurance (COT) submission. The Allen Parish Police Jury requires the submission of the physical endorsement(s) along with a completed Certificate of insurance which shall reference any and all endorsements in the remarks section of the COL

The table below contains the basic insurance coverage the Parish requires for *this* project.

INSURANCE REQUIREMENTS FOR PROJECT	
Coverage	Limit of Liability
Workers' Compensation	Statutory for Workers' Compensation
Commercial General Liability; Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Pollution Liability	\$1,000,000 Each Occurrence, \$2,000,000 annual aggregate
Aggregate Limits are per 12-month policy period Unless otherwise indicated	

The table below illustrates the endorsements the parish requires. Again, the Allen Parish Police Jury contract at issue must be referenced for the specific insurance requirements.

The contractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

<b>ENDORSEMENT REQUIREMENTS</b>		
<b>Coverage</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
Workers' Compensation	NO	YES
Commercial General Liability (CGL)	YES	YES
Automobile Liability	YES	YES
Pollution Coverage	YES	YES

**1. Commercial General Liability (CGL)**

- a) COL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$1,000,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a general Aggregate Limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 20 33 10 01 and CG 20 37 10 01 or CG 20 10 10 93 and CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary and non-

contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

- d) Subcontractor shall maintain COL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.

## **2. Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto Coverage must include coverage for liability arising out of all owned, leased, and non-owned automobiles.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto plan.

## **3. Commercial Umbrella**

- a) Umbrella limits must be at least \$1,000,000
- b) Umbrella coverage must include as insured all entities that are additional insureds on the COL.
- c) Umbrella coverage for additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the COL. Auto Liability, and Employers Liability coverage maintained by the Subcontractor.

## **4. Workers Compensation and Employers Liability**

- a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

## **5. Waiver of Subrogation**

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above.

## **6. Notification of Cancellation, Non-Renewal or Material Change in Coverage**

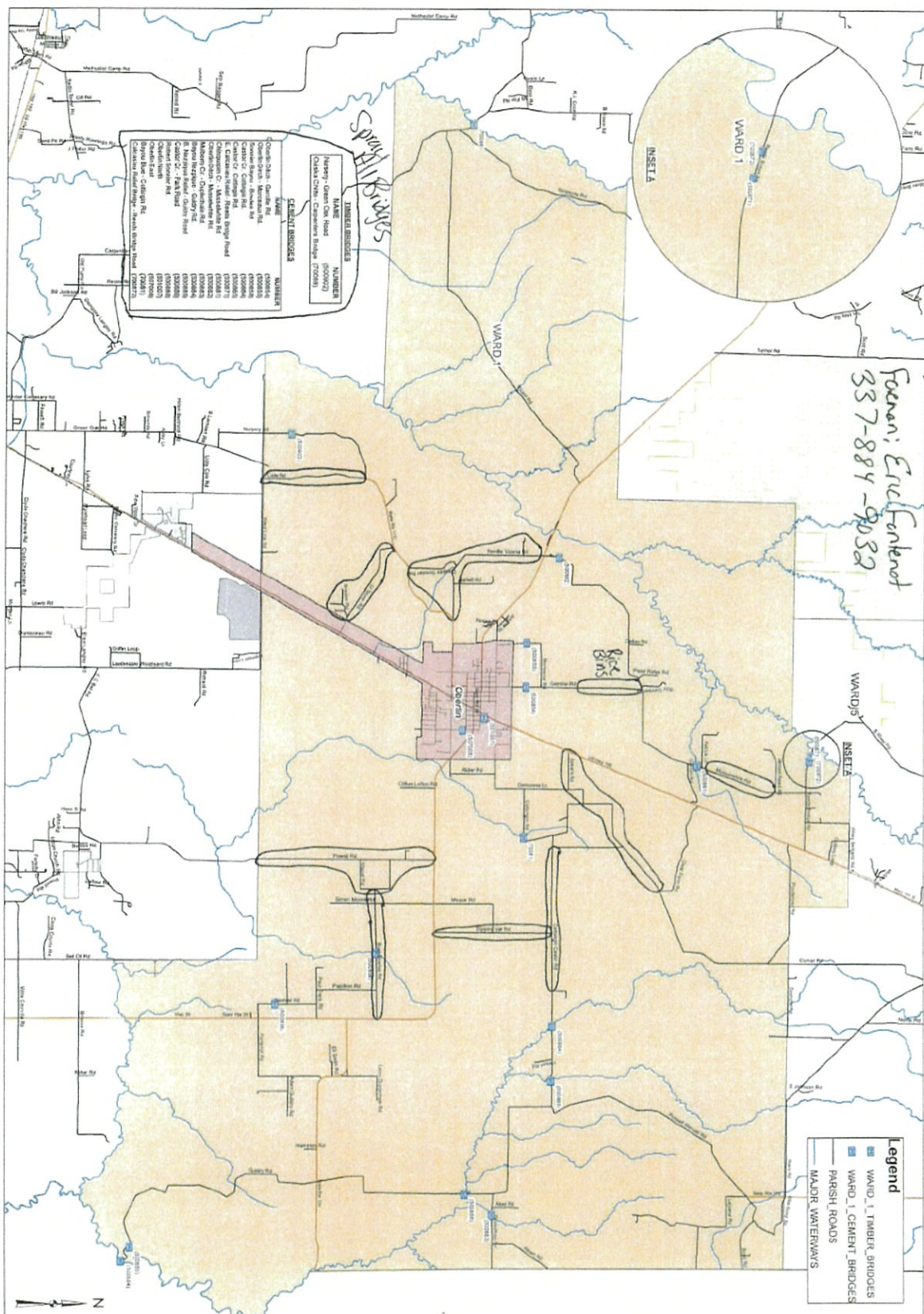
Subcontractors General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies shall be endorsed to state that the Contractor will be notified at least thirty (30) days in advance in the event of cancellation, non-renewal or material change in coverage of said coverage of said policies and the subcontractor will replace "will endeavor" with "must notify" in their Certificate insurance.

**7. Certificate of Insurance**

Subcontractor shall provide Contractor with certificates of insurance prior to the commencement of work verifying said insurance requirements have been met.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy.





**BRIDGE LIST**

NAME	NUMBER
Harvey - Grand Oak Road	000001
Chalmette - Chalmette Bridge	000002
Chalmette - Chalmette Bridge	000003
Chalmette - Chalmette Bridge	000004
Chalmette - Chalmette Bridge	000005
Chalmette - Chalmette Bridge	000006
Chalmette - Chalmette Bridge	000007
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Chalmette - Chalmette Bridge	000009
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Chalmette - Chalmette Bridge	000100

Ward 1  
 Foran: Eric Fontenot  
 337-884-9032









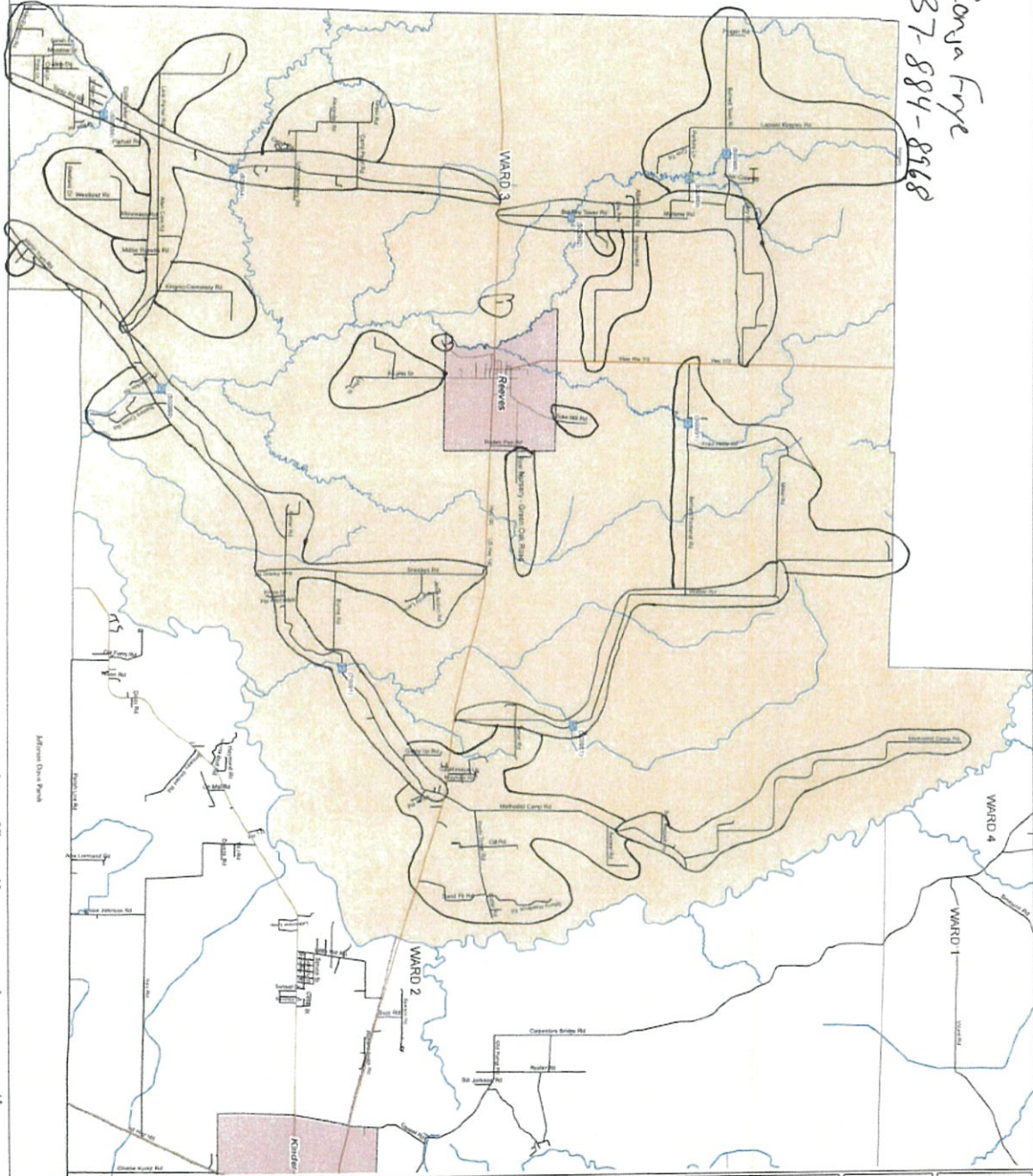
*Ward 3*  
*Foran: Tonya Frye*  
*337-884-8968*

*Spray Hill Bridges*

TOWN ARBORETS	
NAME	NUMBER
Chick Creek Park	000001
Chick Creek Park	000002
Chick Creek Park	000003
Chick Creek Park	000004
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Chick Creek Park	000100

**Legend**

- WARD 3, CEMENT BRIDGES
- WARD 3, TIMBER BRIDGES
- PARISH ROADS
- MAJOR WATERWAYS



0 0.75 1.5 3 4.5 Miles

WARD 3

**mmh**  
100 Engineer Place, Alexandria, LA 71301  
Phone: (504) 444-0888 Fax: (504) 444-0889

ALLEN PARISH POLICE JURY  
ALLEN PARISH GIS MAPPING  
BRIDGES BY WARD

Allen Parish Police Jury  
P.O. District G  
Bossier, Louisiana 70605-0007  
PRESIDENT: MATTHEW FONTENOT  
VICE PRESIDENT: TONY HENRY  
PHONE: (337) 639-4326  
FAX: (337) 629-4324

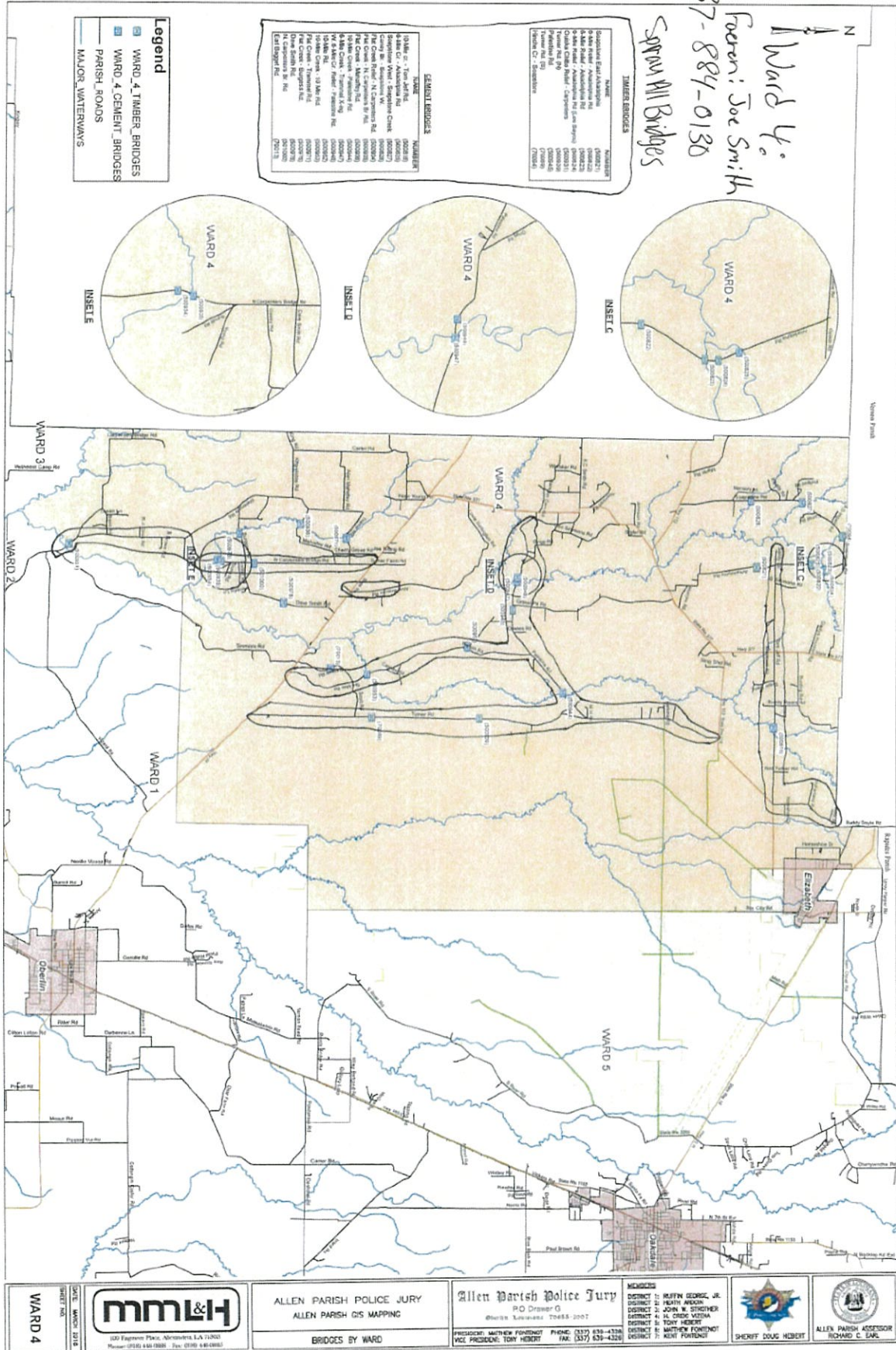
**MEMBERS**  
DISTRICT 1: RUFFIN GEORGE, JR.  
DISTRICT 2: KEATH ANDREW  
DISTRICT 3: JOHN W. STEINER  
DISTRICT 4: H. CHRIS VOZINA  
DISTRICT 5: TONY HENRY  
DISTRICT 6: MATTHEW FONTENOT  
DISTRICT 7: KENI FONTENOT



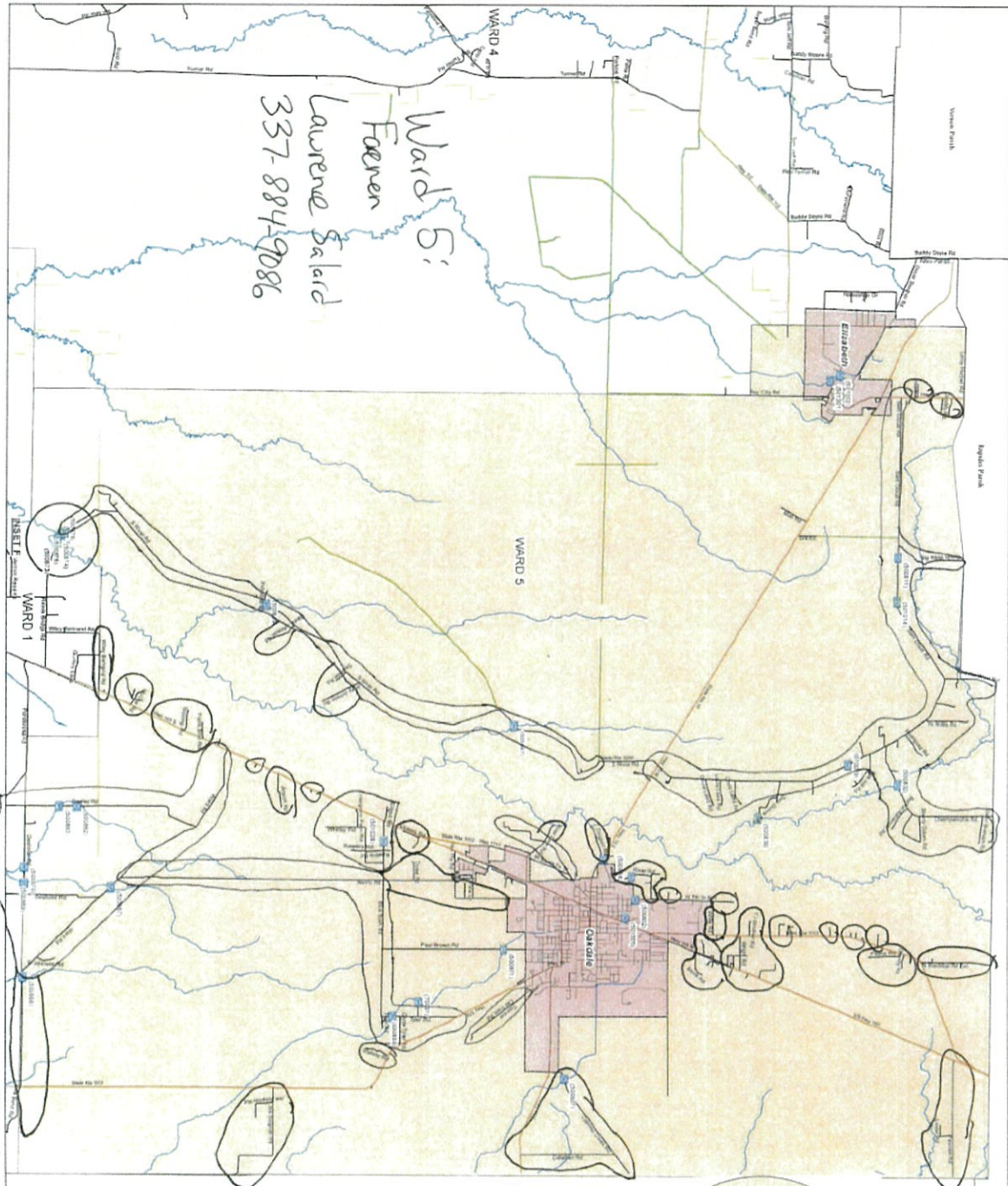
ALLEN PARISH ASSESSOR  
RICHARD C. DAVIS



Sprawl All Bridges







**Legend**

- WARD 5, TIMBER BRIDGES
- WARD 5, CEMENT BRIDGES
- PARISH ROADS
- MAJOR WATERWAYS

**THIMBER BRIDGES**

NAME	NUMBER
East Church Rd.	1000001
West Church Rd.	1000002
Bayou St. Lawrence	1000003
Bayou St. Lawrence	1000004
Bayou St. Lawrence	1000005
Bayou St. Lawrence	1000006
Bayou St. Lawrence	1000007
Bayou St. Lawrence	1000008
Bayou St. Lawrence	1000009
Bayou St. Lawrence	1000010
Bayou St. Lawrence	1000011
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Bayou St. Lawrence	1000099
Bayou St. Lawrence	1000100

Tony Hebert  
PRESIDENT  
Ruffin George, Jr.  
VICE PRESIDENT  
Jacob Dillehay  
ADMINISTRATOR/PARISH ENGINEER  
Colleen Sonnier  
SECRETARY-TREASURER  
Erica Strother  
ASST. SECRETARY-TREASURER  
Joel B. Johnson  
ROAD SUPERINTENDENT  
Angle Plante  
SW/BLDG MAINT. SUPERVISOR  
Tiffany Williams  
RECEPTIONIST-A/P CLERK



## Allen Parish Police Jury

P.O. Drawer G

Oberlin, Louisiana 70655

Telephone: (337) 639-4328 ~ Fax: (337) 639-4326

www.allenparishpolicejury.com

District 1  
RUFFIN GEORGE, JR.  
District 2  
HEATH ARDOIN  
District 3  
JOHN W. STROTHER  
District 4  
H. CREIG VIZENA  
District 5  
TONY HEBERT  
District 6  
ALLEN COURVILLE  
District 7  
CHAD SANDERS

### ALLEN PARISH POLICE JURY

REQUEST FOR PROPOSALS (RFP) For:

ALLEN PARISH POLICE JURY – ROADSIDE  
VEGETATION MANAGEMENT CONTRACT

#### ADDENDUM NO. 1

ISSUE DATE: August 21, 2023

ISSUE TIME: 1:00 p.m.

TERMS:

1. Page 2, Section 3 TERM OF AGREEMENT, Subsection 3.1 is hereby modified changing the beginning of the Contract date from November 1<sup>st</sup>, 2024 to November 1<sup>st</sup>, 2023.
2. Page 3, Section 6 METHOD OF AWARD, subsection 6.1 is hereby modified to state the following: Award to the lowest responsive and responsible proposers with an approved mix design will be made on a total Lump sum price.
3. Page 17, the PRICE PAGE has been removed and replaced in its entirety to include the total estimated mileage in each ward and to capture a price per mile metric during the bidding process.
4. Page 24 (Ward 2 Map), Page 25 (Ward 3 Map), and Page 27 (Ward 5 Map) have been removed and replaced in their entirety to better show which roads are to be treated.
5. A complete copy of the new bid documents with changes incorporated have been included with Addendum No. 1.
6. Bidders shall acknowledge receipt of Addendum by return email and on the bid form.

Thank you,  
Jacob Dillehay, P.E.  
Parish Engineer

A handwritten signature in black ink, appearing to read "Jacob Dillehay".

A handwritten signature in blue ink, appearing to be a stylized "L" followed by some illegible characters.





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## Planned Equipment

Truck #440 - Ram 5500 with 750 gal tank - Roadside truck with injection system

Truck #497 - Isuzu cab over with 1,000 tank - Roadside truck with injection system.

## Customer References

Hardin County Texas - Commissioner Chris Kirkendall - 409-617-1513

TXDOT W Harris Co - Zack Alford - 346-345-6697

TXDOT Tyler District - Sarah Donahoe - 903-510-9250

## Herbicide Mixes

-**Wards 1-4** mix per Myron Rabalais- Envu

Application 1- March/April

5oz Esplanade

6oz Plateau

Application 2- July

48oz MSMA

8oz Glyphosate

64oz 2,4D

1oz Escort

-**Ward 5** mix per Myron Rabalais - Envu

1.75 oz Oust Extra

4 oz Plateau

8 oz Glyphosate

.25% NIS surfactant

COMMERCIAL APPLICATOR  
ANDREW W ARSI  
14334 SUN HARBOR DRIVE  
HOUSTON SC 77062

0040PX

Expiration Date: 12/31/2023



Mike Strain, DVM COMMISSIONER

Categories	Recertify By
3 - Ornamental & Turf Pest Control	10/13/2025
5A - Aquatic Pest Control	10/13/2025
6 - Right-Of-Way & Industrial Pest	10/13/2025

Signature: De A

LDAF EMERGENCY HOTLINE: 855-452-5323  
LA POISON CONTROL CENTER: 800-222-1222

COMMERCIAL APPLICATOR  
JEFFREY TODD SIMPSON  
105 NORTH OAK TRAIL  
WHITE OAK TX 75693

0040G8

Expiration Date: 12/31/2023



Mike Strain, DVM COMMISSIONER



**Categories**  
6 - Right-Of-Way & Industrial Pest

**Recertify By**  
10/06/2024

Signature: \_\_\_\_\_  
LDAF EMERGENCY HOTLINE: 855-452-5323  
LA POISON CONTROL CENTER: 800-222-1222



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2023

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 115 Central Island Street Suite 100 Charleston SC 29492	<b>CONTACT NAME:</b> Joy St. Martin		
	<b>PHONE (A/C, No, Ext):</b> 843-972-4721	<b>FAX (A/C, No):</b> 843-577-5062	
	<b>E-MAIL ADDRESS:</b> joy_st.martin@ajg.com		
<b>INSURED</b> Opterra Solutions, Inc. fka NaturChem, Inc. 270 BRUNER RD LEXINGTON, SC 29072-3767	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburgh		19445
	<b>INSURER B:</b> Commerce and Industry Insurance Company		19410
	<b>INSURER C:</b> SiriusPoint Specialty Insurance Corporation		16820
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1966941783**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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	5268252	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4489734	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	BE038296201	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod/Co Aggregate \$ 10,000,000
A	<input checked="" type="checkbox"/> 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/A	015893849	6/30/2023	6/30/2024	<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
C	Pollution Liability \$25,000 Deductible			CPLS00029530	6/30/2023	6/30/2024	Each Occurrence \$1,000,000 Policy Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured included per forms CG 20 15 12 19, CG2033 12 19 & CG2037 12 19 (GL), 87950 9-14 (Auto). Certificate Holder is an additional insured regarding general liability, automobile liability, pollution liability and umbrella policies on primary/noncontributory basis. Waiver of subrogation provided regarding general liability, automobile liability, umbrella and workers compensation policies. 30 day notice of cancellation provided with the exception of 10 days due to nonpayment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Allen Parish Police Jury  
P.O. Drawer G  
Oberlin LA 70655

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

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POLICY NUMBER: 526-82-52  
Effective: 6/30/2023

COMMERCIAL GENERAL LIABILITY  
CG 20 15 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - VENDORS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s) (Vendor)</b>	<b>Your Products</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:**

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Subparagraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN A WRITTEN CONSTRUCTION  
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Effective: 6/30/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



# LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN D V M, COMMISSIONER

Agricultural & Environment Sciences, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806, (225) 925-3796 , FAX (225) 925-3760

License No. 00210F

Date: 01/23/2023

OPTERRA SOLUTIONS, INC

Please verify information for correctness. If changes are necessary, make corrections and promptly return to issuing agency.

## Louisiana Department of Agriculture & Forestry

Mike Strain DVM, Commissioner

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806

Be it known, that effective Jan 1, 2023 through Dec 31, 2023 having complied with all relevant requirements of the Louisiana Revised Statutes, the entity named below is hereby authorized to engage in the business of **GROUND OWNER OPERATOR**.

**OPTERRA SOLUTIONS, INC**  
270 BRUNER ROAD  
LEXINGTON SC 29072

*Mike Strain*  
Commissioner

DISPLAY IN A PROMINENT PLACE.

License No: 00210F

2341

## LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

Agricultural & Environmental Sciences  
5825 Florida Blvd., Suite 3003  
Baton Rouge, LA 70806



IMPORTANT  
OFFICIAL DOCUMENT ENCLOSED

OPTERRA SOLUTIONS, INC  
270 BRUNER ROAD  
LEXINGTON SC 29072