

CITY OF KENNER  
Bid Documents  
For  
Sealed Bid No. 25-6931

**PROVIDE DITCH SPRAYING AS NEEDED CITYWIDE**



**Table of Contents**

**Part I. Bid Documents** (Required of ALL Bidders)

Invitation to Bid .....2  
Instructions to Bidders ..... 3-4  
Bid Form ..... 5-6  
Corporate Resolution (Sample).....7

**Part II. Contract Documents** (Required of Successful Bidder)

Agreement (Sample) ..... 8-12  
Insurance Requirements and Specifications ..... 13-16

**Part III. Technical Specifications**

Technical Specifications ..... 17-21

INVITATION TO BID

Sealed Bid No. 25-6931

December 17, 2025

Provide Ditch Spraying as needed Citywide

Sealed Bid No. 25-6931

The City of Kenner (also referenced as “Kenner” and “Owner”) will receive sealed bids for:

**PROVIDE DITCH SPRAYING AS NEEDED CITYWIDE**

Bidders may also obtain copies of the bid documents and submit bids electronically by visiting [www.centrauctionhouse.com](http://www.centrauctionhouse.com). Sealed bids may also be received by mail or in-person until **Friday, January 23, 2026 at 9:45 a.m. CST**, by the City of Kenner in the Finance Department located at:

1610 Reverend Richard Wilson Drive  
Building D  
Kenner, Louisiana 70062

All interested parties are invited to attend the Bid Opening on the same day at 10:00 a.m. in the City of Kenner, Building D Auditorium, 1610 Rev. Richard Wilson Drive, Kenner, Louisiana, at which time the bids will be publicly read.

**CITY OF KENNER**

/s/Elizabeth Herring  
Chief Financial Officer

Advertisement:  
The Advocate  
December 17, 2025  
December 24, 2025  
December 31, 2025

## **INSTRUCTIONS TO BIDDERS**

B-1 Questions. Bidders should email all questions to [FinContracts@kenner.la.us](mailto:FinContracts@kenner.la.us) no later than FIVE (5) working days prior to bid opening. All questions will be answered by addenda to all parties recorded as having received the bidding documents. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All Addenda will be posted electronically to the City of Kenner's website at <https://www.kenner.la.us/bids.aspx> and at <https://www.centrauctionhouse.com/rfpc10122-city-of-kenner-la.html> for Central Bidding.

B-2 Bid Format. All bids must be written in ink or typewritten and signed by a member of the entity or authorized representative. Bids may not be corrected or altered by erasure, strikethrough, or any other means unless each correction is initialed by the Bidder.

B-3 Price. The City of Kenner will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Failure to bid on an item will also result in rejection of the bid.

B-4 Brand Names. Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality provided brand names and stock numbers are specified.

B-5 New Materials. All materials and/or products must be new and of current manufacturer, unless otherwise stated.

B-6 Product Data. Complete product data of equal products may be required prior to award. All items appearing in the manufacturer's regularly published specifications furnished by the Bidder are assumed to be included in the Bidder's proposal. Any additions, deletions, or variations from manufacturer's regularly published specifications must be outlined in an attached letter. Minor deviations from these specifications, which do not impair comparative functional equivalency will be accepted.

B-7 Local Preference. By statutory authority, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State (LA R.S. 38:2252).

B-8 Bid Awards. The City of Kenner reserves the right to award contracts or place orders with the lowest responsive bidder, on a lump sum or individual item basis or such combination as shall in its judgment be in the best interest of the city. Awards will be based on compliance with the specifications and the delivery and/or completion date.

B-9 Delivery Charges. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

B-10 Estimated Quantities. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

B-11 Price Extensions. In case of an extension error the unit price shall prevail.

B-12 Withdrawal. All bids submitted shall remain binding and may not be withdrawn for a period of forty-five (45) days after the scheduled closing date for receiving bids, except as provided for in La R.S. 38:2214(C) & (D).

B-13 Bidder Certifications. By submitting a bid, the bidder certifies that it has a) carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project all in strict accordance with the Bidding Documents prepared by the City of Kenner. The bidder further if awarded they agrees to the agreement term and condition set out in these bid documents.

B-14 Acceptance of Bids. The acceptance and rejection of bids will be in accordance with the Louisiana Public Bid Law. Kenner will consider compliance with the prescribed requirements, the qualifications of the Bidders, and price to determine the lowest responsive and responsible Bidder for award.

#### **Documentation Required for Bid Submission**

B-15 Corporate Resolution. If someone other than the corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212 (0). Bidders may use the form provided and attach to the proposal if needed.

## BID FORM

**TO:** City of Kenner/Public Works Department  
1803 23<sup>rd</sup> Street, Suite B  
Kenner, Louisiana 70062

**BID FOR:** Sealed Bid 25-6931  
Provide Ditch Spraying as needed Citywide

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: **CITY OF KENNER** and dated: **DECEMBER 17, 2025**.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number assigned to each of the addenda that the Bidder is acknowledging)

\_\_\_\_\_.

**TOTAL BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid") the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**EMAIL ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BID FORM**  
**UNIT PRICE FORM**

**TO:** City of Kenner/Public Works Department  
1803 23<sup>rd</sup> Street, Suite B  
Kenner, Louisiana 70062

**BID FOR:** Sealed Bid 25-6931  
Provide Ditch Spraying as needed Citywide

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.

Amounts shall be stated in figures and only in figures.

DESCRIPTION:	DITCH SPRAYING (SEE TS-9)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE PER ROUND	UNIT PRICE EXTENSION ( <i>5 ROUNDS</i> ) ( <i>Quantity times Unit Price</i> )
1	5	1,527,582 SQ FT		

Wording for "DESCRIPTION" is to be provided by the Owner

All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

SAMPLE CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

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AT THE MEETING OF DIRECTORS OF \_\_\_\_\_, DULY NOTICED AND HELD ON \_\_\_\_\_, \_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED, IT WAS RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE CITY OF KENNER OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

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SECRETARY

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DATE

## AGREEMENT

This Agreement is entered into between the City of Kenner, Louisiana, (“Kenner”), a local governmental subdivision of the State of Louisiana, and Successful Bidder for Sealed Bid 25-6931, (“Contractor”) authorized to do business in the State of Louisiana:

1. **Scope of Work:** Contractor will provide ditch spraying as needed citywide. All work shall meet or exceed all local, state, federal, and manufacturer’s codes and guidelines.
2. **Effective Date:** Upon execution, this Agreement will be effective July 1, 2026 and will terminate June 30, 2028.
3. **Agreement Amount:** This Agreement will not exceed \$50,000.00 annually.
4. **Terms of Payment:** Payment will be made only upon completion and acceptance of the project by Kenner. Contractor shall invoice Kenner upon completion of work by e-mail to [purchasing@kenner.la.us](mailto:purchasing@kenner.la.us). Invoices must be submitted within forty (40) days of services/materials billed for. Invoices submitted after this period are subject to non-payment by Kenner.
5. **Notices:** Any communications shall be in writing and delivered personally, electronically or by certified mail as follows:

Notices should be sent to Kenner at the following address:

Department of Public Works  
c/o Operations Administrator  
1803 23<sup>rd</sup> Street, Suite B  
Kenner, LA 70062

Notices should be sent to Contractor at the address provided on the Bid Form.

Written notices delivered personally, electronically or by certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

6. **Insurance:** Contractor shall maintain insurance coverage in conformity with the Insurance Specifications provided for in Sealed Bid 25-6931 and attached, if applicable. Contractor shall provide a certificate of insurance evidencing such coverage prior to the execution of this Agreement.
7. **Bonds:** Payment and performance bonds will NOT be required. The payment and performance bonds shall be in conformity with the Insurance Specification provided for in Sealed Bid 25-6931 and attached, if applicable. Contractor shall supply the performance and payment bonds prior to the execution of this Agreement.
8. **Permits and Licensing:** Contractor shall obtain any and all permits and/or licensing for the work to be performed when required by the City of Kenner Code of Ordinances



and/or by Louisiana law. When applicable, Contractor shall be responsible for the payment of these permits and licenses, and all permits and licenses must be obtained prior to the execution of this Agreement.

9. **Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.
10. **Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.
11. **Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future, any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor of obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.
12. **Discrimination:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

13. **Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.
14. **Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.
15. **Taxes:** Contractor agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.
16. **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.
17. **Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.
18. **Entire Agreement:** This Agreement represents the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.
19. **Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents,

servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

20. **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Kenner Charter to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
21. **Code of Ethics:** Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
22. **Severability:** The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.
23. **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to

jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.

24. **Subcontractors:** Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval to Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.

25. **Contractor Certification:** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

\*\*\*Applicable to all contracts in the amount of \$100,000 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this Section.

26. **Federal Clauses:** Contractor agrees to the terms and provisions provided for in "Appendix A" (applicable to all federally funded and reimbursable agreements).

[Signature blocks will be added to the Agreement when executed electronically]

## **CITY OF KENNER**

### **GOODS AND SERVICES VENDORS FOR CONTRACTS UNDER \$100,000 CONTRACT INSURANCE SPECIFICATIONS**

**PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO  
ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BID.**

#### **I. INSURANCE REQUIREMENTS:**

**THE VENDOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS PROJECT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS KENNER), THROUGH ITS RISK MANAGEMENT CONSULTANT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED, PRIOR TO THE START OF WORK. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT, PREFERRED VENDOR STATUS OR PERMIT ISSUANCE. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.**

#### **A. GENERAL:**

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by KENNER shall be excess and non-contributory insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Required primary limits may be reached with the addition of umbrella or excess liability limits, if applicable. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

#### **B. INSURANCE:**

Insurance obtained and maintained by the Vendor shall contain the following coverages and limits:

##### **1. WORKERS COMPENSATION:**

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employers Liability with minimum acceptable limits of \$500,000/\$500,000/\$500,000; and
- c. Waiver of subrogation in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

## **2. GENERAL LIABILITY:**

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent;
- b. Minimal acceptable limit: \$500,000 per occurrence; \$500,000 general aggregate; and \$500,000 products/completed operations aggregate; including
  - 1. Product Liability coverage if selling food or goods, and
  - 2. Liquor Liability coverage if selling, serving or furnishing alcohol;
- c. An Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers on CG 2010 Form B (edition 07 04), or approved equivalent; and
- d. A Waiver of Transfer of Rights of Recovery Against Others to in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

*Note: The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this project in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under damage to rented premises.*

## **3. AUTO LIABILITY:**

- a. Minimal acceptable limit: \$500,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto **OR** for All Owned Autos and Hired and Non-owned Autos. If Vendor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. An Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

## **II GENERAL SPECIFICATIONS**

### **A. Vendor's Liability Insurance:**

The Vendor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Vendor's performance and furnishing of the work, goods or services, whether it is performed and/or furnished by the Vendor, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods or services, or by anyone for whose acts any of them may be liable, and shall name The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured thereunder. Additionally, the Vendor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Vendor shall require all subcontractors to maintain, in limits equal to or greater than Vendor's, the same insurance coverage for work performed or goods or services provided. The vendor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any work and provide goods and/or services. At no time shall the Vendor allow any subcontractors to perform work and/or provide goods or services without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Vendor shall be responsible for any damages or liabilities arising from the subcontractor's work, actions, or inactions.

## **B. General Requirements:**

### **1. Qualifications of Insurers:**

a. All insurance required in this document are to be purchased and maintained by the Vendor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI as of the most currently published A.M. Best Guide. Any variance must be approved by KENNER.

b. If the insurance company(s) providing any insurance coverage furnished by the Vendor is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or it ceases to meet the requirements of this Document, the Vendor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to KENNER. KENNER reserves the right to mandate cessation of all work or provision of goods and/or services until the receipt of acceptable replacement insurance.

**2. Partnerships and Joint Ventures:** If the Vendor is a partnership or joint venture then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture shall also be furnished.

### **3. Certificates of Insurance/Policies of Insurance:**

a. The Vendor shall deliver to KENNER Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Vendor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the vendor application, the Vendor shall furnish to KENNER the certificates of insurance as required in this Document. KENNER reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.

b. KENNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work or the provisions of goods and/or services; and/or during its progress.

c. KENNER reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. KENNER reserves the right to request certified copies of any policy(s)

evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to KENNER within ten (10) days of the written request.

**4. Objection by KENNER:** If KENNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Vendor in accordance with the insurance requirements for the work and/or the provision of goods and/or services on the basis of non-conformance with the requirements, KENNER shall notify the Vendor in writing within fifteen (15) days after receipt of the Certificates. The Vendor shall provide a written response to KENNER's objections within ten (10) days from the date of the letter request.

**5. The Vendor's Failure:** Upon failure of the Vendor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of KENNER, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Vendor to purchase and maintain insurance shall not relieve the Vendor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Vendor concerning indemnification.

**6. No Waiver of Liability:** Acceptance of evidence of the insurance requirements by KENNER in no way relieves or decreases the liability of the Vendor for his performance of any work or the provision of goods or services. Additionally, the Vendor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Vendor's limits of liability, or which may be outside the coverage scope of the Vendor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Vendor that may arise from the performance of work and/or provision of goods and/or services. The Vendor's coverage is to be primary for any and all claims and/or suits related to or arising from his operations and any of the insurance coverage(s) maintained by KENNER is/are to be deemed as excess of the Vendor's insurance coverage and shall not contribute with or to it in any way. The limits required herein are the minimum acceptable limits for this contract. KENNER in no way affirms that this is an adequate level of insurance for its operations.

**7. No Recourse Against KENNER:** The insurance companies issuing the policies shall have no recourse against KENNER for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Vendor.



## Technical Specifications

An Annual Contract for the chemical control of weeds and undesirable vegetation for the Department of Public Works located at 1803 23<sup>rd</sup> Street, Suite B in Kenner, LA 70062. There will be a minimum of five (5) complete sprayings (rounds) per contract year. The city has the right to add or delete any area for a cost per square foot, which will be at the city's discretion.

**TS-1** The Contractor hereby covenants and agrees for the consideration mentioned herein to furnish all labor, material equipment, and qualified supervision to control weeds and undesired vegetation to all ditches throughout the City of Kenner.

**TS-2** The contractor must be qualified and properly licensed to apply pesticides. Licenses must remain current during the duration of the contract and are to include: **(MUST BE SUBMITTED WITH BID)**

Louisiana Department of Agriculture & Forestry Applicator License  
SA Aquatic Pest Control  
6-Right-of Way & Industrial Pest  
GS-General Standards  
Occupational license in contractor's domiciled location

**TS-3** Spraying will begin promptly to control growth of unwanted vegetation and be completed on a timely basis. A table has been provided that represents services and approximate start dates for work to be performed under this contract.

**TS-4** All ditches assigned under this contract shall be sprayed as often as is deemed necessary during the year to satisfy the requirements of the Department of Public Works. After completion of spraying (and after the required waiting period for its effectiveness to be determined) any areas that indicate poor control or show no effects of the previous spraying shall be retreated at Contractors expense. Retreatment must occur within five (5) working days of receipt of notification by telephone contact, followed by written notification by the department.

**TS-5** Failure to spray the areas mentioned in the notification within the allotted time limit will result in damages in favor of the City of Kenner. Damages shall be calculated at an amount equal to the total contract amount divided by 365 for each day of delay beyond the five (5) day time limit. This amount will be deducted from the amount due the contractor. Contractor shall be responsible for verbal communications with the contract monitor or supervisors as required by the City, to advise where work is being performed on those days on which spraying operations are being carried out.

**TS-6** Ditch spraying must begin within five (5) days of Notice to Proceed (weather permitting).

**TS-7** This contract is based on a minimum of five (5) rounds. At the discretion of the Director of Public Works, an optional round may be added.

**Dependent upon weather conditions**

<b>Round#</b>	<b>Approximate Start Date</b>
1	March 15
2	May 1
3	June 15
4	August 1
5	September 15
6	Optional

**TS-8** Materials used by the contractor shall meet water aquatic specifications to affectively control broadleaf weeds, brush, selected grasses and floating and rooted aquatic vegetation. All herbicides/chemicals used shall conform to local, state and federal regulations.

**TS-9** All spraying shall be initiated by the contractor within a ten (10) day period preceding or following the above dates, after approval is received by the Department of Public Works, weather permitting. See below list for locations.

<b>LOCATION</b>	<b>Square Footage</b>
<b>WEST AIRLINE HWY. TO KENNER AVENUE</b>	5,236
<b>PINE LANE – EAST (ONE SIDE ONLY)</b>	13,986
<b>ALLIANCE STREET-AIRLINE HIGHWAY TO RAILROAD (WEST SIDE)</b>	1,680
<b>ALLIANCE STREET-AIRLINE HIGHWAY TO RAILROAD (EAST SIDE)</b>	3,944
<b>DITCH BEHIND UNITED GAS PIPELINE</b>	9,000
<b>ALLIANCE STREET-WEST SIDE RAILROAD TO WEST 3<sup>RD</sup> STREET</b>	6,960
<b>RIVER ROAD –PARISH LINE TO ALLIANCE NORTH SIDE</b>	10,752
<b>CENTANNI ROAD TO STREET UNDER OVERPASS</b>	9,867
<b>WEST KENNER AVENUE –AIRLINE TO POLLOCK</b>	9,867
<b>NORTH OF OVERPASS AIRLINE</b>	9,156
<b>HANSON – AIRLINE RAILROAD EAST SIDE</b>	1,127
<b>HANSON – AIRLINE TO RAILROAD WEST SIDE</b>	1,204
<b>COLEMAN TO RAILROAD (ALONGSIDE TRACK)</b>	3,240
<b>WARREN – AIRLINE TO RAILROAD EAST SIDE</b>	1,836

<b>WARREN AT KENNER AVENUE WEST SIDE</b>	1,431
<b>SHIRLEY STREET-WORTH TO HOLLANDEY –SOUTH AND NORTH SIDES</b>	9,540
<b>GEORGE STREET- 5<sup>TH</sup> STREET TO AIRLINE</b>	6,272
<b>5<sup>TH</sup> STREET AT GEORGE</b>	1,344
<b>6<sup>TH</sup> STREET – OXLEY TO DUNCAN NORTH SIDE</b>	1,120
<b>5<sup>TH</sup> STREET –DANIEL TO MINOR</b>	1,794
<b>CORWIN STREET TO FELIX TO COMPROMISE TOWARD CLAY</b>	960
<b>KENNER AVENUE TO AIRLINE – JEFFREY STEEL TO HILTON</b>	20,304
<b>AIRLINE HIGHWAY TO FILMORE-MINOR STREET</b>	26,280
<b>FILMORE TO CLAY STREET (L&amp;ARR)</b>	2,180
<b>MINOR TO DANIEL</b>	2,934
<b>DANIEL TO OXLEY</b>	525
<b>OXLEY TO DUNCAN</b>	3,140
<b>OXLEY TO DUNCAN PLUS 150' (NORTH SIDE OF RAILROAD BED)</b>	3,140
<b>GEORGE STREET EAST OF RAILROAD BED</b>	14,472
<b>GEORGE STREET –HOLLANDEY NORTH OF RAILROAD BED</b>	6,066
<b>GEORGE STREET EAST TO DUNCAN SOUTH OF RAILROAD BED</b>	22,950
<b>GEORGE STREET TO HOLLANDEY SOUTH OF RAILROAD BED</b>	4,950
<b>HOLLANDEY WEST TO WORTH SOUTH OF RAILROAD TRACK</b>	7,168
<b>HOLLANDEY TO WORTH – BESIDE SHERYL STREET</b>	1,362
<b>HOLLANDEY TO CHARLES ON SHERYL STREET</b>	3,108
<b>WORTH STREET TO WARREN SOUTH OF RAILROAD TRACKS</b>	1,792
<b>WARREN WEST – SOUTH OF TRACK</b>	21,210
<b>FILMORE TO WEBSTER NORTH OF ICRR</b>	7,700
<b>FILMORE TO COMPROMISE STREET BETWEEN TRACKS</b>	16,200
<b>FILMORE TO COMPROMISE SOUTH OF TRACK</b>	10,800
<b>CORWIN STREET BETWEEN CLAY AND COMPROMISE</b>	2,304
<b>WILLIAMS BLVD. TO MARIA STREET BETWEEN RAILROAD TRACKS</b>	19,074
<b>WILLIAMS BLVD. TO WORTH STREET SOUTH OF ICRR</b>	12,792

<b>KENNER AVENUE – DANIEL TO DUNCAN CANAL-INTERMITTENT</b>	<b>21,229</b>
<b>KENNER AVENUE-NORTH SIDE – DUNCAN WEST</b>	<b>7,956</b>
<b>WORTH STREET TO FARRAR – SOUTH OF L &amp; MRR</b>	<b>26,976</b>
<b>FARRAR TO INTERCHANGE OF RAILROAD ALONG SHORT STREET</b>	<b>5,940</b>
<b>FARRAR TO ALLIANCE WORTH OF Y &amp; MV RAILROAD</b>	<b>57,900</b>
<b>KENNER AVENUE TO HANSON TO AIRLINE</b>	<b>4,355</b>
<b>FARRAR TO OVERPASS NORTH OF IC RAILROAD</b>	<b>2,026</b>
<b>SERVICE ROAD AT OVERPASS SOUTH</b>	<b>10,368</b>
<b>OVERPASS TO HANSON</b>	<b>9,380</b>
<b>POLLOCK TO CENTANNI ROAD</b>	<b>3,696</b>
<b>POLLOCK TO AIRLINE</b>	<b>6,216</b>
<b>MINDEN TO ALLIANCE ON AIRLINE</b>	<b>1,380</b>
<b>CROFTON STREET-AIRLINE TO SKYWAY ROAD (CEMENT PLANT)</b>	<b>17,192</b>
<b>RIVER ROAD TO ALLIANCE</b>	<b>4,450</b>
<b>WEST 3<sup>RD</sup> STREET-ALLIANCE STREET TO BUTLER (INTERMITTENT)</b>	<b>3,600</b>
<b>NORTH SIDE OF AIRLINE AT DEAD END OF MINDEN ALONG SOUTH SIDE OF RAILROAD TRACKS TO WESTERN PARISH LINE</b>	<b>51,030</b>
<b>ALLIANCE STREET –DITCH ALONG RAILROAD TO GENEVA STREET</b>	<b>3,780</b>
<b>BUTLER DITCH FROM AIRLINE TO RAILROAD</b>	<b>15,125</b>
<b>RAILROAD TRACKS BEHIND FLEMING CONST. TO PINE STREET</b>	<b>15,582</b>
<b>14<sup>TH</sup> STREET –DANIEL TO MINOR</b>	<b>6,084</b>
<b>LESAN STREET-PALISADE TO STOP SIGN</b>	<b>4,635</b>
<b>UNDEDICATED CURTIS STREET FROM BONNEL TO RAILROAD</b>	<b>24,030</b>
<b>LESAN-PALISADE TO LEVEE EAST SIDE</b>	<b>11,925</b>
<b>LESAN-PALISADE TO LEVEE WEST SIDE</b>	<b>16,200</b>
<b>POLLOCK-RIVER ROAD TO SHORT STREET</b>	<b>3,348</b>
<b>SHORT STREET-POLLOCK TO COLEMAN PLACE</b>	<b>8,640</b>
<b>SHORT STREET – COLEMAN TO HANSEN</b>	<b>5,400</b>
<b>SHORT STREET – HANSEN TO PARK DITCH</b>	<b>7,560</b>

<b>SOUTH RAILROAD – PARK STREET TO HOLLANDEY</b>	<b>36,400</b>
<b>DITCH AT PLAGROUND – PINE STREET TO SALVADORE</b>	<b>6,656</b>
<b>DITCH AT PLAYGROUND – SALVADORE TO POLLOCK</b>	<b>9,425</b>
<b>CENTANNI LANE RIVER ROAD TO RAILROAD</b>	<b>8,928</b>
<b>BUTLER DITCH (BLAIR) RIVER ROAD TO RAILROAD</b>	<b>7,380</b>
<b>CURTIS – RIVER ROAD TO GENEVA</b>	<b>20,280</b>
<b>KENNER AVENUE – SOUTH SIDE- HANSEN TO WILLIAMS BOULEVARD</b>	<b>53,600</b>
<b>CHATEAU TRANSFER STATION</b>	<b>274,428</b>
<b>OLD SCHOOL SITE NEXT TO BUILDING “D”</b>	<b>73,745</b>
<b>CONNECTICUT FROM 21<sup>ST</sup> TO 22<sup>ND</sup></b>	<b>280</b>
<b>LIFT STATION ON 24<sup>TH</sup> &amp; DELAWARE ST</b>	<b>9,140</b>
<b>LIFT STATION SITE IN WEST KENNER (SEWER PLANT)</b>	<b>326,700</b>
<b>VEHICLE GUARD RAIL (VETERANS BLVD)</b>	<b>23,850</b>
	<b>TOTAL:</b>
	<b>1,527,582</b>

END OF TECHNICAL SPECIFICATIONS