

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MINIMUM INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES  
(ARCHITECTS, ENGINEERS, CONSULTANTS, ETC.)

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND CONSULTANT  
FOR  
PROFESSIONAL SERVICES**

**SECTION 7 – GENERAL CONSIDERATION**

7.1 Termination or Suspension

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the CONSULTANT have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the CONSULTANT to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the CONSULTANT.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the OWNER due to the departure for whatever reason of any principal member or members of the CONSULTANT'S firm.
5. By satisfactory completion of all services and obligations described herein.
6. By the OWNER by giving thirty (30) days notice to the CONSULTANT in writing and paying fees due for completed work.

Upon completion/termination the CONSULTANT shall deliver to the OWNER all plans and records of the work compiled to the date of termination and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the OWNER in writing to that effect, and the work may be reinstated and resumed in full force and effective upon receipt from

the OWNER of thirty (30) days notice in writing to that effect. Payment for termination shall be in accordance with Paragraph 5.3.2.

## 7.2 Re-use of Documents

All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

## 7.3 Controlling Law

This agreement is to be governed by the principal place of business of OWNER, and it is agreed that all litigation concerning this contract shall be in Terrebonne Parish, Louisiana.

## 7.4 Successors and Assigns

7.4.1 OWNER and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2 Neither OWNER or CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder, at his own expense.

7.4.3 Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

## 7.5 Public Liability

The CONSULTANT agrees to defend, indemnify, save and hold harmless OWNER 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 negligent act, error or omission of the CONSULTANT, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by OWNER as a result of any such claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of OWNER.

## 7.6 Claim for Liens

The CONSULTANT shall hold the OWNER harmless from any and all claims for liens of labor, services or material furnished to the CONSULTANT in connection with the performance of its obligations under this contract.

## 7.7 Professional Liability Insurance

The CONSULTANT shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$500,000.00 combined single limit. This requirement shall extend to all professional subcontractors employed by the prime consultant CONSULTANT or surveyor. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

## 7.8 General Liability Insurance

The CONSULTANT shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage; naming the Terrebonne Parish Consolidated Government as an additional insured. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

### 7.9.1 Workmen's Compensation Insurance

The CONSULTANT shall maintain workmen's compensation coverage during the term of this agreement. The limits of this coverage shall be the Louisiana statutory minimum requirements and a waiver of subrogation shall be provided. Exception: Employers Liability limit is \$1,000,000 when work is to be over water and involves maritime exposure. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request. Terrebonne Parish Consolidated Government and the CONSULTANT mutually agree that it is their

intention to recognize the Terrebonne Parish Consolidated Government as the statutory employer of the CONSULTANT's employees (whether direct employees or statutory employees of the CONSULTANT) when any of the CONSULTANT's employees are doing work under this contract.

#### 7.10 Auto Liability Insurance

The CONSULTANT shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$500,000.00, combined single limit per accident for owned, non-owned and hired vehicles. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

#### 7.11 Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either,

The OWNER shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER.

The CONSULTANT shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

#### 7.12 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

##### 1. General Liability and Automobile Liability Coverage

a. OWNER is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.

- c. The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to **waive all rights of subrogation against OWNER**, for losses arising from work performed by the CONSULTANT'S for OWNER.

## 3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER.

### 7.13 Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A: VI. This requirement will be waived for workers' compensation coverage only for those CONSULTANTS whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

### 7.14 Verification of Coverage

CONSULTANT shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES.** OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

### 7.15 Subcontractors

CONSULTANT shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION AGREEMENT

EXHIBIT A

The CONSULTANT agrees to defend, indemnify, save and hold harmless the OWNER 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 negligent act, error or omission of the CONSULTANT, its agents, servants and employees, and any and all costs expense and/or attorney fees incurred by the OWNER as a result of any such claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the OWNER.

Accepted by \_\_\_\_\_

Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Dated Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for \_\_\_\_\_

Parish Department

Purpose of Contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

INDEMNIFICATION AGREEMENT

EXHIBIT H-1

The CONSULTANT agrees to defend, indemnify, save and hold harmless OWNER 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 negligent act, error or omission of the CONSULTANT, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by OWNER as a result of any such claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of OWNER.

Accepted by \_\_\_\_\_

Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for \_\_\_\_\_

Parish President

Purpose of Contract: \_\_\_\_\_

\_\_\_\_\_  
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