

# **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

## **PROFESSIONAL ENGINEERING OR ARCHITECT SERVICES WITH \$3,000,000 PROFESSIONAL LIABILITY LIMIT CONTRACT INSURANCE SPECIFICATIONS**

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

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

**THE ENGINEER IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. TERREBONNE PARISH CONSOLIDATED GOVERNMENT (HEREIN AFTER REFERRED TO AS TPCG) WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT.**

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

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and not contributing 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 policy limits, if applicable. Additionally, each line of insurance may have its own set of requirements that must be met. Where indicated "If applicable", coverage will be required if it is necessary for the ENGINEER to perform Work in an environment that requires that specific coverage. **"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 in the name of the ENGINEER 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: \$1,000,000/\$1,000,000/\$1,000,000; and
- c. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, 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;
- 3. Minimum acceptable limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate;
- d. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- e. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

***Note:** The general liability coverages shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this Contract 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.*

## **4. AUTO LIABILITY:**

- a. Minimal acceptable limit: \$1,000,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto; **OR** for All Owned Autos and Hired and Non-owned Autos. If ENGINEER owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

## **4. PROFESSIONAL LIABILITY:**

- a. Minimal acceptable limits: \$3,000,000 Per Loss; \$3,000,000 aggregate;
- b. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract;
- c. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed, or the Contract ends or is terminated;
- d. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's Scope of Work as described in the Contract and its amendments; and
- e. TPCG shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level.

## **II GENERAL SPECIFICATIONS:**

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

The ENGINEER 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 Contract. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's performance and furnishing of the Work, whether it is performed by the ENGINEER, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable, and shall name Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured thereunder. Additionally, the ENGINEER should be aware of and comply with any requirements of its own insurance policies.

If applicable, the ENGINEER shall require all subcontractors to maintain, in limits equal to or greater than ENGINEER's, the same insurance coverage for Work performed or materials provided for the Work. The ENGINEER shall insert this requirement in all contracts or agreements, with all entities and/or persons who perform any Work under this Contract. At no time shall the ENGINEER allow any subcontractors to perform Work without the required types and limits of insurance coverage.

### **B. General Requirements:**

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

- a. All insurance coverages required for this Contract are to be purchased and maintained by the ENGINEER 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 current edition of A.M. Best's Key Rating Guide. Any variance must be approved by TPCG.
- b. If the insurance company providing any insurance coverage furnished by the ENGINEER is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or it ceases to meet the requirements of this Contract, the ENGINEER shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to TPCG. TPCG reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

- 2. Partnerships and Joint Ventures:** If the ENGINEER 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 ENGINEER shall deliver to TPCG certificates of insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the ENGINEER has purchased and shall maintain in accordance with this Contract. In

order to avoid confusion and/or delays in the progress of the Contract it is mandatory that within ten (10) days after the notification of the award of the Contract, the ENGINEER shall furnish to TPCG the certificates of insurance as required in this Contract.

- b. TPCG may require that any impaired aggregate(s) be replenished in its favor prior to commencement of Work and/or during the progress of the Work.
  - c. TPCG 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, if applicable. TPCG 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 TPCG within ten (10) days of the written request.
- 4. Objection by TPCG:** If TPCG has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the ENGINEER in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract requirements, TPCG shall notify the ENGINEER in writing within fifteen (15) days after receipt of the Certificates. The ENGINEER shall provide a written response to TPCG's objections within ten (10) days from the date of the letter request.
- 5. The ENGINEER's Failure:** Upon failure of the ENGINEER or any of its subcontractors to purchase, furnish, deliver or maintain such insurance as required herein, at the election of TPCG, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the ENGINEER to purchase and maintain insurance shall not relieve the ENGINEER from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the ENGINEER concerning indemnification.
- 6. No waiver of liability:** Acceptance of evidence of the insurance requirements by TPCG in no way relieves or decreases the liability of the ENGINEER for the performance of the Work under this Contract. Additionally, the ENGINEER is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the ENGINEER's limits of liability or which may be outside the coverage scope of the ENGINEER's insurance policies. The insurance requirements outlined in this Contract shall in no way be construed to limit or eliminate the liability of the ENGINEER that may arise from the performance of Work under this Contract. The ENGINEER's coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work; and any of the insurance coverage(s) maintained by TPCG is/are to be deemed as excess of the ENGINEER'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 work. TPCG in no way affirms that this is an adequate level of insurance for its operations.
- 7. No Recourse Against TPCG:** The insurance companies issuing the policies shall have no recourse against TPCG 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 ENGINEER.