

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**INSURANCE REQUIREMENTS**

**MAINTENANCE CONTRACT**

## **ARTICLE 5- Insurance**

5.1 INDEMNIFICATION AGREEMENT: The CONTRACTOR agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, including all Parish Departments, Agencies, Councils, Boards and Commissions, their 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, including loss of use, which may occur or in any way grow out of any act, omission, negligence, or strict liability of CONTRACTOR, its agents, servants, officers and/or employees, related to the performance or non-performance of the contract herein entered into, including any and all costs, expense and/or attorney fees incurred by the Terrebonne Parish Consolidated Government, all Parish Departments, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers, as a result of any such claims, demands, and/or causes of action except those arising out of the sole negligence of Terrebonne Parish Consolidated Government, all Parish Departments, Agencies, Councils, Boards and Commissions, their officers, agents, servants and employees, including volunteers. This indemnification does not apply to any strict liability of Terrebonne Parish Consolidated Government, all their officers, agents, servants and employees, including volunteers. The CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense related thereto, even if such claim, demand or suit at its sole expense related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

5.2 POLICIES AND CERTIFICATES: All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

5.2.1 The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Terrebonne Parish Consolidated Government (TPCG), it being the intention of the parties that the insurance policies so affected shall protect both parties and .... be .... The primary coverage for any and all losses covered by the below described insurance.

5.2.2 The Terrebonne Parish Consolidated Government shall be named as an additional insured as regards negligence by the contractor (ISO Forms CG 20 10 11 85).

5.2.3 The insurance companies issuing the policy or policies shall have no recourse against the TPCG for payment of any premiums or for assessments under any form of policy.

5.2.4 Any and all deductible in the below described insurance policies shall be assumed and be for the amount of, and at the sole risk of the Contractor/Subcontractor.

5.3 INSURANCE: The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense proof of the following insurance coverage required by the contract to TPCG in insurance companies authorized in the State of Louisiana. 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 contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

5.3.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance coverage specified in the GENERAL CONDITIONS is to be provided by the Contractor, and following minimum limits:

5.3.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State. Exception: Employers liability to be \$1,000,000 when work is to be over water and involves maritime exposures. Terrebonne Parish Consolidated Government and the Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the contractor's employees (whether direct employees or statutory employees of the contractor) when any of the contractor's employees are doing work and/or providing service under this agreement.

5.4 Comprehensive General Liability: Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverage: (a) Contractual Liability to cover (worklet or sublet) liability assumed under this agreement, (b) Product and Completed Operations Liability Insurance, (c) Broad form Property Damage Liability Insurance and (d) coverage for explosion, collapse and underground hazards. The limit liability for such insurance shall not be less than \$500,000 per occurrence and \$1,000,000 aggregate for bodily injury and property damage. The Terrebonne Parish Consolidated Government, its subsidiaries and affiliates shall be named as an additional insured.

a) Bodily Injury:

\$ 500,000 Each Occurrence

\$ 1,000,000 annual Aggregate, Products Completed Operations

b) Property Damage:

\$ 500,000 Each Occurrence

c) Property Damage Liability insurance will provide Explosion, collapse and underground coverage where applicable.

d) Personal injury, with employment exclusion deleted.

\$1,000,000 Annual Aggregate

- e) OWNER shall be named as an additional insured on insurance certificate(s); the certificate(s) shall be on form(s) satisfactory to OWNER.

5.4.1 Business Automobile Liability Insurance with a combined single limit of \$500,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

- 1. Any automobiles;
- 2. Owned automobiles
- 3. Hired automobiles
- 4. Non-owned automobiles

5.4.1.1 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.2 All property losses shall be made payable to and adjusted with TPCG.

5.4.1.3 All policies of insurance shall be approved by TPCG prior to the inception of any work.

5.4.1.4 Other insurance required is as follows:

5.4.1.4.1 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and name Terrebonne Parish Consolidated Government the insured.

|                       |           |
|-----------------------|-----------|
| CSL - Each Occurrence | \$500,000 |
|-----------------------|-----------|

5.4.1.5 If, at any time any of the said policies shall be or become unsatisfactory to TPCG, as to form or substance, or is a company issuing any such policy shall be or become unsatisfactory to TPCG, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to TPCG for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of TPCG, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty days prior notice of cancellation shall be given to TPCG by registered mail, return receipt requested, on all of the required coverage provided to TPCG. All notices will name the Contractor/Subcontractor and identify the contract number.

5.5 INFORMATION TO BIDDERS: RISKS AND IDEMNIFICATIONS ASSUMED BY THE CONTRACTOR Neither the acceptance of the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

5.5.2 If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of TPCG, TPCG may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

5.5.3 All property losses shall be made payable to and adjusted with TPCG.

5.5.4 All policies and certificates of insurance SHALL BE APPROVED BY TPCG PRIOR TO THE INITIATION OF ANY WORK.

5.5.5 Other coverage may be required by TPCG based on specific needs. If such other coverage is required for this contract, that coverage will be described in the "Special Conditions" of the contract specifications.

5.5.6 If at any time any of the foregoing policies shall be or become unsatisfactory to TPCG, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to TPCG, the Contractor/Subcontractor shall, upon notice to that effect from TPCG, promptly obtain a new policy, submit the same to TPCG for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of TPCG, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insured 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.

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT- Contractor shall furnish TPCG with certificates of insurance affecting coverage required by this clause. 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 TPCG before work commences. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid.

5.6 MINIMUM SCOPE OF INSURANCE: Coverage shall be at least as broad as:

5.6.1 COVERAGE:

5.6.1.1 Insurance Services Office form number GL0002 (ED. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001”). “Claims Made” form is unacceptable. The “occurrence form” shall not have “sunset clause”.

5.6.1.2 Insurance Services Office form number CA0001 (Ed. 1/78) covering Automobile Liability and endorsement CA0025 or CA001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own vehicle, then proof of hired and non-owned coverage is sufficient.

5.6.1.3 Workers’ Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retention must be declared to and approved by the TERREBONNE PARISH CONSOLIDATED GOVERNMENT. At the option of the Terrebonne Parish Consolidated Government, either: The insurer shall reduce or eliminate such deductibles or self-insured retention as respects Terrebonne Parish Consolidated Government, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 General Liability and Automobile Liability Coverage

- a) TPCG, its officers, officials, employees, boards and commissions and volunteers are to be added as “additional insured” as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an insured” automatically provides liability coverage in favor of TPCG.
- b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, boards and commissions or volunteers.
- c) The Contractor’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.

5.6.4.2 Workers’ Compensation and Employer’s Liability Coverage - The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG.

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

5.6.5 ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with A.M. BEST’S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers’ compensation coverage only for those contractors whose workers’ compensation coverage is placed with companies who participate in the

State of Louisiana Workers' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

5.6.6 VERIFICATION OF COVERAGE - Contractor shall furnish TPCG 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 TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.6.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insured 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.

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE: If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14:10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

5.8 OWNER and CONTRACTOR intend that any policies in response to paragraphs 5.4 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ARCHITECT, architect's consultant or subcontractor, CONTRACTOR will obtain the same.