

**Calcasieu Parish Police Jury - Insurance Requirements for  
Projects Less Than One Hundred Thousand Dollars**

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**Section A - Types of Coverage Required**

Where applicable, any **Contractor, Subcontractor, Consultant, Architect, Engineer, Other Professional or Vendor (hereinafter referred to as Contractor collectively)**, who performs services for the Owner in the amount less than one hundred thousand dollars shall maintain the following insurance coverage with insurances companies acceptable to the Owner. Those insurance companies must be rated in the current A.M. Best Rating Guide with an "A-" rating or better. In the event that insurance requirements are included elsewhere within any other procurement documents, the requirements contained within this article shall supersede any such reference.

In connection therewith, the Contractor agrees to provide to the Owner, at Contractor's expense and prior to any entry on the Owner's property, proof of liability insurance coverage set forth. The Contractor agrees to furnish to the Owner certificates evidencing said insurance coverage for the full term of this agreement which certificates shall name the Owner as an additional named insured on all policies except errors and omissions policies and shall provide for thirty (30) days advanced written notice to the Owner in the event of cancellation or alteration of the policies.

The Contractor agrees to maintain the coverage limits and endorsements as listed herein. The Contractor's obligation to provide the required insurance will not be waived by the Contractor's failure to provide the certificate of insurance, the Owner's acceptance of a certificate of insurance showing coverage varying from the required coverage, or the Owner's allowance to commence work.

No work shall commence under any contract until the following insurance coverage is obtained by the Contractor:

(1) Worker's Compensation (Required for All Facility Contracts at any level; Required for All Non-Facility Contracts > than \$25,000 but < \$100,000 Except as Otherwise Provided)

- (a) Standard Louisiana Coverage - Worker's Compensation coverage: (i) should cover all employees, including owners, (ii) must be statutory for medical and indemnity and (iii) should have a minimum limit for employer's liability of:

Employer's Liability -	\$1,000,000 each accident
	\$1,000,000 each employee - disease
	\$1,000,000 policy limit - disease

(b) Maritime Coverage

Required     Not Required

When specifically required by the Owner (as denoted with an "X" in the above "Required" box), the Contractor shall procure and maintain during the life of this contract a Worker's Compensation Policy specifically covering maritime activities. The scope of the project will determine whether maritime insurance is required but if the project is going to be performed over any body of water then this separate coverage should be obtained.

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(2) Contractor's Liability Insurance (Required for All Facility Contracts at any level; Required for All Non-Facility Contracts > than \$25,000 but < \$100,000 Except as Otherwise Provided)

(Note: The term Contractor refers collectively, where applicable, to any Contractor, Subcontractor, Consultant, Architect, Engineer or Vendor performing services for the Owner)

(a) Contractor's Comprehensive General Liability  
("Claims Made Policies" may not be used)

- \$1,000,000 per occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury and advertising coverage

Sub Contractor Comprehensive General Liability - Any Sub Contractors utilized on the project will be (  Required  Not Required ) to maintain the above comprehensive general liability policy limits.

(b) Contractor's Automobile Liability (Owner, Non-Owned, and Hired Car)

\$1,000,000 per occurrence

Sub Contractor Automobile Liability - Any Sub Contractors utilized on the project will be (  Required  Not Required ) to maintain the above automobile liability policy limit.

(3) Property Insurance (Builder's Risk Insurance) (Required for All **Applicable** Contracts > than \$25,000 but < \$100,000)

Required  Not Required

Note that Builder's Risk for Flood Coverage is separate and may need to be considered for any project work occurring in a flood prone area. For this project, Builder's Risk for Flood is:  
 Required  Not Required

When specifically required by the Owner (as denoted with an "X" in the above "Required" box), the Contractor shall purchase and maintain property insurance covering the work site up to the full insurable value equal to the Contract sum and the insurance shall be endorsed to comply with any waiver of rights provisions. The property insurance shall be "All Risks Builder's Risk Completed Value Form" insurance or equivalent manuscript policy, and shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft including theft of materials whether or not attached to any structure, vandalism/malicious mischief, collapse, earthquake, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any law.

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The property insurance shall also contain an endorsement or specific provision to cover damages, losses and expenses incurred in the repair or replacement of any insured property (including, but not limited to charges of engineers, architects, attorneys and others). The property insurance also shall include by endorsement or special provision the following additional coverage elections: operational testing (if risk is present), off premises storage not on the site or in transit and property in transit. When required, no work may commence on the site until the Builder's Risk Insurance is obtained.

The Contractor is to provide Builder's Risk Insurance to protect the Owner, Architect, Engineer, Contractor, and any Subcontractors as to any interests that may exist. Until acceptance of work by the Owner, all work in connection with a particular contract is in the custody, charge and care of the Contractor who will take every necessary precaution against injury or damage to any part thereof whether arising from execution or from the non-execution of the work.

If not covered under the insurance provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance for portions of the work stored off site or in transit when such portions of the work are to be included in an application for payment.

Contractor shall be responsible for payment of the deductible for Builder's Risk Insurance or any other property coverage deemed required to be purchased for this contract, whether acquired by the Owner or the Contractor.

(4) Errors & Omissions Policy (Professional Liability Insurance)

(Applicable Only to Professional Services Contracts including, but not limited to, Architect, Engineer, Consultant or Other Professional Contracts)

Required     Not Required

This policy covers negligent acts, errors and omissions in its performance of professional services with minimum policy limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(5) Declaration and Indemnity Agreement (Required for All Contracts < than \$25,000 Except Facility Management Department Contracts with Full Insurance Requirements)

Required     Not Required

When specifically required by the Owner (as denoted with an "X" in the above "Required" box), the Contractor is required to execute the attached Declaration and Indemnity Agreement.

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**Section B - Other Insurance Requirements**

(1) Additional Insured Classification and Waiver of Subrogation (Always Required)

The Owner must be listed as an additional insured on all policies except for worker's compensation and professional liability insurance policies. All policies will provide a thirty day written notice of cancellation. Waiver of subrogation will be given to the Owner on all policies which means that the Contractor's insurer(s) will have no right of recovery or subrogation against the Owner.

With the exception of professional liability insurance, it is the intention of the parties that the insurance policy shall protect both parties and be the PRIMARY COVERAGE for any and all losses covered. Again all policies required above shall be primary to any insurance carried by the Owner. The insurance companies shall have no recourse against the Owner for payment of any premiums or for assessments under any of the above policies.

(2) Indemnification for all Contractors, Except for Architects, Engineers or Other Licensed Professionals (Always Required)

The Contractor will indemnify, defend, and hold harmless the Owner, including the Owner's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Contractor, its employees, subcontractors or agents in carrying out the Contractor's duties and obligations under the terms of this agreement. The Owner will indemnify, defend, and hold harmless the Contractor, including the Contractor's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Owner, its employees or agents in carrying out the Owner's duties and obligations under the terms of any agreement. This section will survive the termination of any agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

(3) Indemnification for Architects, Engineers or Other Licensed Professionals (Always Required)

The Contractor will indemnify and hold harmless the Owner, including the Owner's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Contractor, its employees, subcontractors or agents in carrying out the Contractor's duties and obligations under the terms of this agreement. The Owner will indemnify and hold harmless the Contractor, including the Contractor's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Owner, its employees or agents in carrying out the Owner's duties and obligations under the terms of any agreement. This section will survive the termination of any agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

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(4) Statutory Employer Status (Always Required Except for Architects, Engineers or Other Licensed Professionals)

The Owner as principal whether as the direct or statutory employer, mutually agree with the Contractor that it is their intention, and the intention of the contract between them, to recognize the Owner as the statutory employer of the Contractor's employees, whether direct or statutory, while the Contractor's employees, direct or statutory, are performing work or services with respect to this contract. It is also recognized that the work contemplated by this contract is a part of the trade, business or occupation of the Owner and it is an integral part of or essential to the ability of the Owner to generate its goods, products or services. It is the express intention of the Owner and the Contractor that the Owner as the statutory employer, shall, in accordance with LSA—R.S. 23:1061, be granted the exclusive remedy protections of LSA—R.S. 23:1032, and shall be liable to pay any employee employed in the execution of the work, or to his dependent, compensation which it would have been liable to pay if the employee had been immediately employed by it. In the event the Owner is required as the statutory employer to pay any workers' compensation benefits, it shall be entitled to indemnity from the Contractor for such benefits.