



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



July 7, 2023

Emailed to vendors, posted on CAH and TPCG sites

RE: ADDENDA No. 2 – #23-EMP-37 Disaster Recovery Services

TO ALL PROPOSERS:

This letter and the attached pages 139 – 141 shall be considered Addenda # 2 for the above referenced Request for Proposals.

- **The Insurance exhibit attached to the proposal packet has been revised to match the insurance section within the body of the proposal packet.**
 - **Automobile liability is 1,000,000.**
 - **Pollution Liability is required.**

Please acknowledge all addendums received on page 135 of the proposal packet.

If you should have any questions concerning this matter, please contact me at (985) 873-6821.

Sincerely,

A handwritten signature in blue ink that reads "Sharon Ellis".

Sharon Ellis, Purchasing/Warehouse Manager
Terrebonne Parish Consolidated Government

cc: Parish Administration
Kandace Mauldin, Chief Financial Officer
Earl Eues, OEP Director
Council Reading File
Purchasing In-house Files

**INSURANCE REQUIREMENTS
ADDENDA 2 (PAGES 139-141)**

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS
(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)**

Contractor 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. TPCG (Terrebonne Parish Consolidated Government)

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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 a "sunset clause".
2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 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 a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage Commercial General Liability Form CG 00 01, or pre-approved equivalent. Minimal acceptable limit: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; including
 - a. Product Liability coverage if selling food or goods, and
 - b. Liquor Liability coverage if selling, serving or furnishing alcohol;(or higher limits depending on size of contract).
1. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
2. 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.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retention's as respects TPCG, 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.

D. OTHER INSURANCE PROVISIONS

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

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.

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. Terrebonne Parish Consolidated Government and 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.

3. All Coverage’s

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.

E. 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’ Assigned Risk Pool or Louisiana Workers’ Compensation Corporation.

F. 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 complete, certified copies of all required insurance polices, at any time.

G. SUBCONTRACTORS

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

H. POLLUTION LIABILITY INSURANCE

The Contractor shall maintain pollution liability insurance, including cleanup, as follows:

Covering losses caused by pollution conditions that arise from the operations of Contractor;

- Minimum acceptable limits: \$1,000,000 per incident;
- Broad Form Named Insured endorsement;
- Fines, penalties and punitive damages to be included;
- Clean up costs to be included;
- Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers and should stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by TPCG shall be excess and not contributing insurance;
- 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, and volunteers;
- If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract; and
- 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 this Contract is completed or terminated.