

CITY OF SHREVEPORT
INSURANCE REQUIREMENTS and INSTRUCTIONS

UNLESS WAIVED BY THE RISK MANAGER FOR THE CITY OF SHREVEPORT, EVIDENCE OF ALL APPROPRIATE AND APPLICABLE INSURANCE COVERAGE CARRIED BY THE FIRM, AGENCY OR ORGANIZATION DURING THE FULL TERM OF ANY CONTRACT OR AGREEMENT.

All applicable policies MUST:

- A. Be endorsed to name the City as an additional insured.**
- B. State that all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies is waived.**

Funding recipients and contractors shall furnish the City of Shreveport with certificates of insurance showing that the following insurance is in force at all times. Each certificate must name the organization or agency contracting with the city as the policy holder and should contain the following coverages and limits of liability:

Commercial General Liability Insurance - in an amount not less than a combined single limit of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. It is the intent of the **City** that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2 Million otherwise **Subrecipient** must provide a \$1,000,000 per project aggregate applicable for the project specified in this agreement.

Commercial Auto Liability Insurance - including hired, rented or non-owned automobiles, in an amount not less than \$500,000 combined single limit.

Workers' Compensation Insurance - as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain an Other States Coverage Endorsement. When required by the **City**, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage. The certificate of insurance required by section C, below, must have the following statement shown in the remark section: This policy for workers' compensation protects all members of the insured organization, including an employer a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.

IN ADDITION TO THE ABOVE, THE FOLLOWING REQUIREMENTS MAY APPLY TO PUBLIC FACILITIES AND/OR CONSTRUCTION PROJECTS FOLLOWING AN ASSESSMENT BY THE CITY OF SHREVEPORT'S RISK MANAGER.

Builders' Risk Insurance - for the mutual benefit of the Vendor/Contractor and the City, to be provided in a reporting policy form or other form acceptable to the City. This policy shall be written on an "all-risk" basis providing coverage for the building structure and construction machinery and equipment. This policy shall be endorsed to name the City as an additional insured.

Performance Bond - issued by a qualified Surety in favor of **City**, as obligee, which guarantees that **City** will be indemnified for any loss occurring from the failure of **Contractor**, as obligor, to perform the work according to the Agreement, plans and specifications. This bond shall be in an amount equal to 100% of the Agreement amount. This bond will be required on any agreement amount exceeding \$50,000. This bond will be waived on any agreement amount less than \$50,000 providing the aggregate amount of any such Agreements concurrently in effect does not exceed \$50,000. Any agreement which causes the aggregate amount to exceed \$50,000 will be bonded for the entire amount of the agreement in question.

This bond will be waived on any agreement amount less than \$7,000, regardless of the aggregate amount on any such agreements concurrently in effect. There will be no more than three (3) agreements concurrently in effect for any one (1) contractor.

Payment Bond - issued by a qualified Surety in favor of City, as obligee, which guarantees that bills incurred Contractor, as obligor, for labor and materials will be fully paid at the completion of the project. This bond shall be written in an amount equal to 50% of the Agreement amount. This bond will be required on any agreement amount exceeding \$25,000. This bond will be waived on any agreement amount less than \$25,000 providing the aggregate amount of any such agreements concurrently in effect does not exceed \$25,000. Any agreement which causes the aggregate amount to exceed \$25,000 will be bonded for the entire amount of the agreement in question. This bond will be waived on any agreement amount less than \$7,000, regardless of the aggregate amount on any such agreements concurrently in effect. There will be no more than three (3) agreements concurrently in effect for any one (1) contractor.

Maintenance Bond - issued by a qualified Surety in favor of City, as obligee, which guarantees that the completed work is free from defects and that faulty work will be corrected and/or defective material will be replaced for a period of one (1) year. This bond shall be written in an amount equal to 10% of the agreement amount. This bond will be required on any agreement amount exceeding \$20,000, This bond will be waived on any agreement amount less than \$20,000 providing the aggregate amount of any such agreements concurrently in effect does not exceed \$20,000. Any agreement which causes the aggregate amount to exceed \$20,000 will be bonded for the entire amount of the agreement in question. This bond will be waived on any agreement amount less than \$7,000, regardless of the aggregate amount on any such agreements concurrently in effect. There will be no more than three (3) agreements concurrently in effect for any one (1) contractor.

ADDITIONAL REQUIREMENTS

- 1) All coverage provided shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A. M. Best Company rating of **B+VII** or better. This rating requirement will be waived for the workers' Compensation coverage only.
- 2) The **City** reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter. Failure to provide adequate evidence of insurance or failure to maintain the insurance as required by this paragraph shall be grounds for terminating this Contract at the option of the City.
- 3) Proof that such insurance coverage exists shall be furnished to the **City** by means of Certificate of Insurance form provided by the **City** before any part of the service specified by this Agreement are commenced. **The said Certificate shall name the City as an additional insured as indicated in subsection a. and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to such change or cancellation.** Said provision shall include cancellation for nonpayment of premium. **Subrecipient** shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the **City** with copies of such Certificates of Insurance.
- 4) The **City** will give **Subrecipient** prompt notice in writing of the institution of any suit or proceeding and permit **Subrecipient** to defend same, and will give all needed information, assistance, and authority to enable **Subrecipient** to do so. **Subrecipient** shall similarly give the **City** immediate notice of any claim arising out of the performance of the agreement. **Subrecipient** shall furnish immediately to the **City** copies of all pertinent papers received by **Subrecipient**.
- 5) **Subrecipient** shall be responsible for compliance with all safety rules and regulations of the Federal Occupational

Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of **Subrecipients** performance of the Agreement. **Subrecipient** shall indemnify the **City** for fines, penalties and corrective measures that result from the acts of commission or omission of **Subrecipient**, its subcontractors if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.

- 6) If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the **City**, shall be furnished to the **City** by **Subrecipient**.
- 7) The payment of any deductible specified by such insurance policies shall be the responsibility of the Contractor and will be paid solely by the Contractor. If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to the Contractor for premium payment and has no right to recover premium payment from the City.

FOR QUESTIONS RELATED TO INSURANCE COVERAGE REQUIREMENTS FOR YOUR SPECIFIC PROJECT, PLEASE CONTACT THE CITY OF SHREVEPORT'S RISK MANAGEMENT DIVISION AT (318) 673-5540.