



County of Roanoke Standard Insurance Guidelines

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the Owner, and such proof has been approved by the Owner. The Contractor confirms to the Owner that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Owner and its officers, employees, agents, assigns, and volunteers shall be added as an additional insureds, by endorsement, to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the Owner of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the Owner with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The Owner and its officers, employees, agents, assigns, and volunteers are additional insureds by endorsement as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the Owner and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the Owner's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The Owner shall also be named as the Certificate Holder.

C. **The following insurance coverages and limits are required in order to provide services or materials to Roanoke County general government agencies and the Roanoke County Public Schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.**

The Successful Offeror shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers as additional insureds, by endorsement, on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the Owner may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the Owner along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the Owner 30 days' notice of its decision to cancel coverage.

(1) **Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

(2) **Commercial General Liability - Combined Single Limit**

- \$2,000,000 each occurrence including contractual liability for specified agreement
- \$5,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations
- \$1,000,000 Personal and Advertising injury

- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage.

(3) **Business Automobile Liability** – including owned, non-owned and hired car coverage

- Combined Single Limit - \$1,000,000 each accident

Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

D. Contractual Liability covers the following indemnity agreement: “The Successful Offeror agrees to indemnify, defend and hold harmless the Owner, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the Owner’s sole negligence.”

E. The continued maintenance of the insurance policies and coverages required by the Agreement is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant/Contractor for default.

F. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Contractor, and/or its subcontractors, or their insurance carriers. The Owner does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Contractor’s interest or liabilities, but are merely minimums. The obligation of the Consultant/Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Consultant/Contractor in the event that the Owner or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.

G. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".

H. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Owner. This policy shall be endorsed to be primary with respect to the additional insured.

I. The certificate holders on the Accord form Certificates of Insurance shall be:

County of Roanoke Projects
Roanoke County Board of Supervisors
5204 Bernard Drive, Suite 300F
Roanoke, VA 24019-0798
Attn: Purchasing Dept.

Roanoke County Public Schools Projects
Roanoke County School Board
5937 Cove Road,
Roanoke, VA 24019
Attn: Finance Dept.

J. **Claims Made Policies**

If the liability insurance has been issued on a "claims made" basis, the Successful Offeror must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work; or
- (2) Purchase the extended reporting period endorsement for the policies and provide certificates of insurance and a copy of the endorsement.

BOND REQUIREMENTS SECTION

The Contractor shall comply with the bond requirements set forth in the Contract, including the items set forth below:

A. Except in cases of emergency, all bids *for construction contracts* shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.

- (1) A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
- (2) The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.
- (3) In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.

- (4) Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:
 - i. Performance bond in the sum of the contract amount.
 - ii. Payment bond in the sum of the contract amount.
- (5) Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the Owner.
- (6) In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.