



TOWN OF TOPSFIELD

Purchasing Office

8 West Common Street, Topsfield, MA 01983

INSURANCE REQUIREMENTS

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- A. The General Contractor shall purchase and maintain such insurance as will protect him/her from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself/herself or by a subcontractor or anyone directly or indirectly employed by either of them.
- B. Contractor shall not commence work under this contract until he/she obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his/her subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) insure activities of his/her Subcontractors on his/her own policy.
- D. All insurance required by this document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least sixty (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

- F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.
- H. Before any blasting is done, Contractor shall present evidence that blasting damage is included in his/her insurance coverage.

COVERAGE AND LIMITS

A. Worker’s Compensation Insurance:

The Contractor shall maintain and cause all Subcontractors and lower tier contractors to maintain Workers’ Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

- Coverage A: Statutory
- Coverage B: \$500,000 / \$500,000 / \$500,000

B. Contractor’s Liability Insurance:

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the work. Commercial General Liability Insurance must include all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance service office occurrence coverage form (or later amendments or revisions thereto).

The limits of liability to be provided shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor’s indemnity obligations as contained in this document. The Town of Topsfield must be added as an additional insured as their interest may appear.

C. Business Automotive Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automotive liability insurance covering all owned, non-owned, leased, rented and hired automobiles.

The limits of liability shall be as follows:

Bodily Injury and Property Damage \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The Town of Topsfield must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability:

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required.

The limits of liability to be provided shall be as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence
Personal Injury and Advertising Injury	\$2,000,000 per occurrence
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.

PERFORMANCE AND PAYMENT BONDS

If required, the Contractor shall provide the owner with a performance bond and a labor and materials or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.