



**TOWN OF BARNSTABLE
PROCUREMENT & RISK MANAGEMENT
Anthony 508-862-4652/Boucher 508-862-4741**

Insurance Boilerplate

December 5, 2012

These are the current general insurance requirements for the Town. Where “as applicable” is noted, applicability of requirement shall be determined by Procurement & Risk Management based on specific needs of purchase/project. Limits are subject to review based on project value.

Insurance Requirement/Indemnification

1. Indemnification

The Contractor /Consultant/Vendor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney’s fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor/Consultant/Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor/Consultant/Vendor under contract with the TOWN.

2. General Requirements

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.



(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractors's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less that Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.



5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Excess Liability Insurance (as applicable to each requirement)**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

7. **Pollution Liability Insurance (as applicable to each requirement)**

The Contractor shall carry pollution liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00), adding the Town as an additional insured. The coverage must extend to first party liability, third party liability and include remediation expense, outside the limits of liability, of a minimum of One Million Dollars (\$1,000,000.00). *(Note: This may be automatically covered in architects, designers or engineers Professional Services Liability policies.)*

8. **Professional Services Liability/Errors and Omissions Insurance (as applicable to each requirement)**

(a) The firm/individual shall also carry Comprehensive Professional Services Liability/Errors and omissions insurance coverage in an amount no less than Two Million Dollars (\$2,000,000.00) *in the aggregate*. Subject to the approval of the Town, the Contractor may have a professional liability policy with a deductible clause if, in the judgment of the Town, the Contractor's financial resources are sufficient to directly absorb the possible expense without assistance.

(b) The coverage shall be in force from the time of the Agreement to the date when all contracted work being performed under the contract is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the Town should the coverage become unavailable.

(Note: Amount of coverage may be adjusted on a case by case basis after review by Risk Management.)

9. **Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the



same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.