

INSURANCE REQUIREMENTS

A. Comprehensive General Liability, Completed Operations Coverage and Umbrella Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

Limits of General Liability & Completed Operations Coverage

\$1 Million each occurrence

\$3 Million aggregate

Limits of Umbrella Liability Coverage

\$2 Million each occurrence

\$2 Million aggregate

The Comprehensive General Liability and Completed Operations Coverage Policy (3 years) shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

1. Work performed by the Contractor himself with his own employees; "premises-operations" line.
2. Work performed by his Subcontractors; Contractor's Protective Liability; ("sublet work" or "Independent Contractors") line. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions. All subcontractors must also provide Certificates of Workers' Compensation, General Liability, Completed Operations and Umbrella Liability Coverage.
3. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate to indemnify, defend, and hold harmless the City of Amesbury.

B. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage combined single limit of \$1 Million

The insurance is to include all owned or hired vehicles of the CONTRACTOR and non-ownership protection for all employees of the CONTRACTOR engaged in the performance of the Contract.

C. Worker's Compensation and Employer's Liability Insurance

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, MGL Ch149 §34A, including both statutory lines and Coverage B with a 100,000/500,000/100,000 limit of liability.

D. Owner's Protective Liability Insurance

The Contractor shall furnish to Amesbury, Certificates of Insurance naming the City of Amesbury as an additional insured as their interest may appear and maintain said during the life of this Contract complete General Liability Insurance in amounts set forth above and for Bodily Injury and Property Damage Liability.

E. General Requirements for All Lines of Insurance Furnished

Contractor will furnish a Certificate of Insurance form incorporated into and made a part of this Agreement naming the City of Amesbury as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Municipality prior to commencement of this Agreement, including a copy of the endorsement to their insurance policy naming the City as an Additional Insured.

Amesbury, Massachusetts 01913
INSURANCE REQUIREMENTS
(cont'd)

The Contractor shall procure and maintain in full force and effect during the term of this Agreement insurance against any and all losses, liabilities, claims, costs, expenses and damages, including third-party claims that are alleged to have arisen in connection with activities of the Contractor, and/or any agents, representatives, subcontractors or employees as pertains to the project. Property Coverage shall include all materials and supplies being transported by the contractor as the City's Property. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.

When higher limits are required, such provisions will be listed in the project specifications issued by the City of Amesbury.

All insurance policies must state that the contractor shall, to the maximum extent permitted by law, indemnify, defend and save harmless the City of Amesbury and all of its officers, agents and employees from and against any and all damages, liabilities, any suits, causes of action, claims, judgments, proceedings, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work being performed or to be performed by the contractor or other liability that may arise as a result of the Contractor's action or failure to act.

Mutual indemnification will not be accepted. No waivers of subrogation are implied or will be accepted.

Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to the Municipality. The cost of such insurance, including required endorsements or amendments, certificates and renewals, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusion is required for all required coverages. All policies shall be written so that the City of Amesbury shall be notified of cancellation or the addition of "restrictive amendments" by Registered Mail not later than twenty (20) days prior to the effective date of such cancellation or amendment.

The Contractor shall, when subcontractors are permitted by the agreement, require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types where applicable and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor and the City shall be indemnified and held harmless from liability in all such policies and named as an additional insured with respects to that subcontractor's involvement in the project.

NOTE: The term Contractor used herein shall be synonymous with any label used by a company hired to perform engineering, architect, design, consultant, or similar services for the City of Amesbury.