TOWN OF BARNSTABLE
ASSET MANAGEMENT OFFICE

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Insurance Boilerplate **October 4, 2026**

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

Insurance Requirement/Indemnification

1. Indemnification

To the fullest extent permitted by law, the Contractor 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, subcontractors and their agents or employees in the performance of the work covered by this Contract and/or their failure to comply with terms and conditions of this Contract, regardless of whether said claim is caused in part by the Town or any third party. 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 under contract with the Town. The provisions of this Indemnification section shall survive the expiration or termination of this Contract.

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 licensed, authorized or permitted to conduct business in the State of Massachusetts. All such insurance carried shall be 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 herein 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 and, its employees in providing its services to the municipality 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 included as an additional insured as their interest may appear under this Agreement and a certificate of insurance will be provided indicating such for each of the insurance policies 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 to both the Procurement and Asset Management offices.

(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' policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Asset Management, 367 Main Street, Hyannis, MA 02601.

(d) Upon receipt of notice from its insurers, the Contractor shall provide the Town of Barnstable at least thirty (30) day's prior written notice of cancellation of any coverage required herein which shall be sent out by first-class mail.

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

3. Commercial General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with limits of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage and Two Million Dollars ($2,000,000.00) general aggregate including products/competed operation - Two Million Dollars ($2,000,000.00) aggregate for all

injury and damages to or destruction of property during the policy period.

4. Commercial Automobile Liability Insurance

The Contractor shall carry Commercial Automobile Liability Insurance in an amount of Two Million Dollars ($2,000,000) combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles used at the project site.

5. Workers' Compensation Insurance

The Contractor shall carry Workers' Compensation Insurance in compliance with the statutory requirements of the states) of operation and Employer's Liability with limits of $1,000,000 each accident/disease/policy limit.

6. Contractors Pollution Liability Insurance (as applicable to each requirement)

The Contractor shall carry contractors pollution liability insurance with limits of One Million Dollars ($1,000,000.00) per occurrence, including the Town as an additional insured as their interest may appear under this Agreement. The coverage must include remediation expense. ***(Note: This may be automatically covered in architects, designers or engineers Professional Services Liability policies.)***

7. Telecommunications, Media & Technology Professional Services Liability/Errors and Omissions Insurance (as applicable to each requirement)

(a) The firm/individual shall also carry Telecommunications, Media & Technology Comprehensive Professional Services Liability/Errors and omissions insurance coverage with limits in an amount no less than Two Million Dollars ($2,000,000.00) each claim and 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.)

8. Umbrella Coverage

During the term of this contract, the contractor will maintain commercial umbrella (or excess liability) insurance over commercial general liability and commercial automobile, with minimum limits of $1,000,000 per occurrence, providing coverage at least as broad as the underlying primary policies and subject to change depending on scope of the work/project.

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. Contractor shall require all subcontractors to obtain and maintain substantially the same insurance as required of Contractor with limits commensurate with the work or service to be provided. Contractor's insurance shall be primary insurance to all insurance carried by Owner.