

## Town of Harwich

### INSURANCE REQUIREMENTS FOR VENDORS PROVIDING GOODS AND SERVICES

**Commercial General Liability Insurance** including but not limited to Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Products Liability, Ongoing and Completed Operations Liability and Property Damage Liability with a minimum limit of liability of \$1,000,000 per occurrence/ \$3,000,000 aggregate for bodily injury and property damage. Such insurance shall include the Town of Harwich as an Additional Insured for both on-going and completed operations and shall contain a Waiver of Subrogation in favor of the Town of Harwich.

Contractors who conduct programs involving youth must ensure that they have Sexual Abuse and Molestation insurance with a minimum limit of liability of \$1,000,000 per occurrence/ \$3,000,000 aggregate, and/or that such coverage is not specifically excluded under their policy or subject to limits of less than \$1,000,000 per occurrence/ \$3,000,000 aggregate.

**Workers' Compensation Insurance and Employers Liability Insurance** shall be provided which shall cover the Contractor, their employees and including any subcontractors and its employees for injuries and/or diseases arising under all applicable Workers' Compensation laws including statutory limits in accordance with the Massachusetts Workers' Compensation Act. Employers' Liability coverage shall be included with a minimum limit of liability of \$1,000,000 per occurrence. Such insurance shall provide a Waiver of Subrogation in favor of the Town of Harwich.

**Automobile Liability and Property Damage Insurance** hired and non-owned vehicles with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury, death, and/or property damage. Such insurance shall name the Town of Harwich as an Additional Insured and shall include a Waiver of Subrogation in favor of the Town.

**(When Applicable) Professional Liability** insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim. Professional Liability insurance must be in place for at least the applicable prescriptive period defined by the laws of Massachusetts.

Cyber Risk Insurance: Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination. •This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.

The Contractor must furnish the Town of Harwich with certificates of insurance evidencing the above insurance requirements prior to commencement of operations under the contract. Additional Insured endorsements and Waivers of Subrogation must name the Town of Harwich as follows: Town of Harwich, its Board of Selectmen, officers, representatives, agents and employees. If Contractor is conducting a program involving youth, certificate shall also evidence Sexual Abuse and Molestation insurance as required above. Certificates shall specify that in the event of cancellation or material change in coverage, written notice of such

cancellation must be given in accordance with policy provisions. All coverage of the Contractor must be primary without contribution from the Town of Harwich. Failure of the Town of Harwich to request a certificate of insurance or acceptance of a non-conforming certificate does not waive the insurance requirements under the agreement. All certificates of insurance should be mailed to: Town of Harwich, Attn: Accounting, 732 Main Street, Harwich, MA 02645. Facsimile: (508) 430-7504.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is a condition precedent to the contract. All such insurance shall satisfy all applicable laws of the State of Massachusetts. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Massachusetts. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Massachusetts laws or the contract. The limits of coverage under each insurance policy maintained by the Contractor shall not serve to limit the Contractor's liability to the Town of Harwich under the contract.