

**GENERAL INSURANCE REQUIREMENTS
For TOWN OF BUTNER**

- A. The Contractor shall, during the continuance of all work under the Contract, provide the following:
1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
 2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
 3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
- B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. **The Town of Butner shall be named as an additional insured** in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Town of Butner may possess.
- D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the Town of Butner on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
- E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the Town of Butner. These certified copies shall be sent to the Town of Butner from the Contractor's insurance agent or representative.
- F. The Contractor shall furnish the Town of Butner thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Finance Department.

GENERAL INSURANCE REQUIREMENTS - Page 2

G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the Town of Butner shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town of Butner for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Town of Butner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Town of Butner. The Contractor shall be as fully responsible to the Town of Butner for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

K. The Contractor and all subcontractors and sub-subcontractors agree to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Address for Certificate of Insurance:
Town of Butner
P.O. Box 270
Butner, NC 27509