

# Insurance Requirements for One Boston Place (Contractors and Vendors)

The contractor and each subcontractor shall, until the completion of this contract, procure and maintain at their expense, the following insurance in companies acceptable to the Landlord with the following minimum limits:

		<u>Limit of Liability</u>
<b>Worker's Compensation</b> (including coverage for Occupational Disease)	Worker's Compensation	Statutory Benefits
	Employer's Liability	\$500,000
<b>Comprehensive General Liability</b> (including coverage for Contractual Liability assumed by contractor under Indemnity Agreement set forth below)	Bodily Injury	\$5,000,000 each occurrence \$5,000,000 in the aggregate
	Property Damage	\$5,000,000 each occurrence \$5,000,000 in the aggregate including completed operations and contractual liability
<b>Comprehensive Automobile Liability</b> (including coverage for Hired and nonowned Automobiles)	Bodily Injury	\$5,000,000 each person \$5,000,000 each occurrence
	Property Damage	\$500,000 each occurrence

## INDEMNITY AGREEMENT

Contractor agrees to indemnify and hold harmless One Boston Place, LLC as well as TIAA CREF, SITQ IMMOBILIER, CB Richard Ellis/N.E. Partners, LP, One Boston Place LLC, their officers, employees, servants, and agents from and against any and all liability, loss and expense resulting from personal injury, sickness or disease, including death at any time resulting therefrom, or from any injury to or destruction of property, including the loss of use thereof, arising in whole or in part, by reason of, or in any way resulting from operations under this contract, whether such operations be by said contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Compliance by contractor with the insurance provisions hereof shall not relieve contractor from liability under this provision.

## CERTIFICATE OF INSURANCE

Before commencing any work under this contract, the contractor shall furnish the Construction Manager at One Boston Place with Certificates of Insurance indicating (a) types and amount of insurance as required, (b) insurance company or companies carrying said coverage, (c) effective and/or expiration dates of policies, (d) that thirty (30) days advance written notice shall be given to the Building Manager before making any material change or cancellation of insurance coverage and (e) that said **Certificate of Insurance shall name as additional insured TIAA-CREF, SITQ IMMOBILIER, CB Richard Ellis/N.E. Partners, LP, and One Boston Place, LLC.**

The Certificate of Insurance and any notices shall be sent to:

**ATTN: Melody Springer  
CB Richard Ellis/New England  
One Boston Place, Suite 2820  
Boston, MA 02108**

### **LOSS OR DAMAGE TO CONTRACTOR'S PROPERTY**

All property of any kind, owned hired or supplied by the contractor or subcontractor, their employees, servants, or agents not intended into or made a part of the work to be performed under this contract shall be at the sole risk of the respective contractor, subcontractor or there employees, servants, or agents.

### **SPECIAL NOTE ON ASBESTOS**

When work is to be done at One Boston Place by outside contractors, the individual authorizing such work shall be responsible for including in the contract the following insurance and indemnity requirements and the contractor performing such work shall be required to comply with these provisions before the work can commence.

*Note: Additional requirements may apply to contractors associated with the removal and/or disposal of asbestos contaminated materials or other hazardous materials or waste.*

### **SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide such insurance as he deems necessary to protect the contractor from claims resulting from any and all operations under this contract and any deficiency in the coverage or policy limits of said subcontractor's insurance shall be the sole responsibility of the contractor.