Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event any addenda are issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: _16-025_

Contact Name:

_____

Company Name:

_____

Address:

_____

City/Town: State: Zip Code:

_____ _____ _____

Phone:

_____

Fax:

_____

Cell:

_____

Email:

_____

CITY OF BEVERLY

16-025

HOT CRACK SEAL

BIDS DUE:

THURSDAY, MAY 5, 2016 @ 11:00 A.M.

at the Office of the Purchasing Agent, City Hall
191 Cabot Street, Beverly, Massachusetts 01915

BID CERTIFICATION

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below.

Failure to offer such signature will result in rejection of the bid.

1. *"The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or their organization, entity, or group or individuals" and,*

2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

_____

(Complete name of firm to be given here)

Signature: _____

Contact Person: _____

Business Address: _____

Telephone: _____ Employer I.D. #: _____

Email Address: _____

Scope of Work:

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction, pavement deformation and random cracks in bituminous concrete pavements, and vegetation removal, sediment removal, and sterilization of cracks where necessary. The Contractor shall perform crack sealing operations consistent with the specifications and procedures described below as directed by the Commissioner of Public Services, or his designee and in accordance with all MassDOT specifications and standard measurement methods and industry practices.

Qualifications:

It is the responsibility of each Contractor submitting Bids for the work to assure himself/herself that the equipment/construction methods he/she intends to use are capable of complying with project specifications. The attention of each Contractor submitting a Bid is directed to that portion of the project specifications which require the Contractor to demonstrate to the Engineer the ability of his/her crew(s) and equipment to comply with the specifications requirements and to do so at a rate of production consistent with the time allowed under the contract.

Time Periods:

The Contractor to whom the Contract is awarded shall be required to execute the Contract and furnish the insurance and bonds duly executed with a satisfactory surety company within five (5) days, excluding Saturdays, Sundays and legal holidays of the date of the mailing of the notice to the bidder according to the address given by him/her, that the Contract is ready for execution.

The Contractor shall be required to start work within ten (10) business days of receipt of a notice to proceed and shall complete all work in a timely fashion as determined by the Commissioner of Public Services or his designee. Timely fashion shall be determined on a job specific basis by the Commissioner of Public Services or his designee.

Construction Methods:

MATERIAL

Crack sealant shall be a modified asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant.

1. The asphalt binder shall consist of a blend of neat asphalt binder and chemically modified crumb rubber (CMCR) which are chemically bonded to produce a modified asphalt binder that complies with all the requirements of AASHTO MPIa for PG 64-34 or PG 70-34, with a separation less than five (5)% (AASHTO PP 5-93, Section 8.3) and that meets the following specifications:

    - PG 64-34 or PG 70-34 after modification
    - Viscosity of not more than three (3) PaS at 300 degrees F
    - Modification at a minimum shall consist of five (5)% CMCR and the maximum particle size for the CMCR shall be 80 mesh (#80 sieve)
    - The performance grade of the neat asphalt binder shall not exceed a PG 58-XX
    - The asphalt supplier shall provide testing for the neat asphalt binder and modified asphalt binder in accordance with AASHTO M320

2. Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25 in. + 0.02
Elongation at Break; ASTM D2256-90	38%
Melting Point; ASTM D3418-82	>475 degrees F (246 degrees C)
Crimps/Inc; ASTM D3937-90	None
Cross Section	Round
Denier; ASTM D1577-90	4.5 Nominal dpf
Tensile Strength; ASTM D2256-90	>70,000 psi
Diameter	0.0085 in.**
Specific Gravity; ASTM D792-91	1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature

** Subject to Normal Variations

Modified asphalt-fiber compound shall be mixed at a rate of eight (8)% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

Filler shall consist of Bituminous Concrete Class I-2 or High Performance Bituminous Cold Patch. The crack filler shall be compatible with the crack sealer and be pre-approved by the Commissioner of Public Services or his designee.

EQUIPMENT

Equipment used in the performance of the work required by this section of the specification shall be subject to engineer approval and maintained in a satisfactory working condition at all times.

- Air Compressor: Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 120 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- Hot Air Lance: A hot air lance for cleaning for cleaning, drying, rejuvenating and heating sidewalls of cracks shall provide clean, oil-free compressed air at a volume of 100 cubic feet per minute, a pressure of 120 lbs. per square inch and a temperature of 2000 degrees F. The lance shall be designed such that the flame does not come in contact with the pavement.

- Air-broom: Shall be manually operated, gas powered or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements. It shall be used to remove debris, dirt, and dust from the cracks.

- Melter: The unit used to melt or maintain crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600 degrees F. The melter shall be

equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F and must be capable of pumping an 8% fiber content blend.

- Wand Applicator: The wand applicator shall be capable of applying the sealant to the specified width. It shall be connected to the holding tank through a heated applicator hose that ensures operator safety and allows operator control of material flow. A device shall be mounted to bypass material into a holding tank should the applicator nozzle shut off.

- Squeegee: Industrial type to shape the surficial sealant material into a feather-edge band two and half (2.5) inches wide.

PREPARATION OF CRACKS

Debris and Vegetation Removal: All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000 degrees F. and 3,000 foot/second velocity to eliminate all vegetation; dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.

General: No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present nor when ambient temperature is below 25 degrees F.

PREPARATION AND PLACEMENT OF SEALANT

The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. Whenever material is added to the tank, sealing operations shall be suspended for one (1) hour to allow for the minimum required mixing time. Minimum application temperature shall be 320 degrees F. Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed three and one half (3.5) inches. Once the pavement cracks are sealed the width of the sealant on the pavement (overbanding) shall be no greater than three (3) inches. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent sealant from being picked up.

Sealing of Cracks

1) Cracks Under 1/16-Inch in Width: Shall not be sealed.

2) Cracks 1/16-Inch to Less than One (1) Inch in Width.

   a) Preparation of Sealer - Crack sealing material shall be heated and applied at the temperature specified by the manufacturer. The sealant shall have the consistency of a free flowing liquid.
   b) Heating of Cracks - The sealant shall be applied within three minutes of the cracks being heated with the hot air lance.
   c) Installation of Sealer - All cracks shall be sealed according to the manufacturer's recommendations at the time of sealant approval; the sealant shall be well bonded to the pavement, and as specified herein. The cracks shall be completely filled and banded with a two and a half (2.5) inch width of sealant centered directly over the crack. The thickness (i.e., projection above the pavement profile) of the middle portion of the sealant band shall be between 1/16 and 3/16 inches. The band shall be feathered so its edges are flush with the pavement. More than one application of sealant may be necessary where the sealant has sunk into the crack, leaving a crevice. A squeegee may be required to obtain the sealant profile. There shall be no defects, including any formation of voids or entrapped air. Blotter material shall be spread over the hot sealant to prevent lifting and tracking. Corrections of these deficiencies

or other unsatisfactory work unacceptable to the Commissioner of Public Services or his designee shall be at no additional cost to the City.

3) Cracks One Inch and Over in Width

a) Preparation of Sealer - Preparation shall follow the procedures in the Sealing of Cracks Paragraph 2(a) above.
b) Heating of Cracks - Cracks shall be filled and sealed within three minutes after being heated with the hot air lance.
c) Filling of the Cracks - All cracks of sufficient depth shall first be coated with sealant material on all contact surfaces, filled with Class I-2 bituminous mixture or high performance cold patch, compacted by rolling and tamping, and sealed in accordance with the provisions in the Sealing of Cracks Paragraph 2(c) above with two or more adjacent passes of the wand.

WORKMANSHIP

All workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and disposed of in accordance with all local, state and federal laws. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the Commissioner of Public Services or his designee.

PERFORMANCE

It is the intention of the Public Agency not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other proposal or to award the contract as is deemed to be in the best interest of said Public Agency.

Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width. Penalties will be imposed upon the contractor for overbanding beyond three inches (3"). Specifically, sections of roadway containing overbanding greater than 3" inches (3") in width will not be accepted and no payment will be made for affected sections of roadway.

The contractor must submit the following with his bid proposal:

- A list of six (6) jobs which he has successfully completed, giving the name and the address of these projects so they can be investigated prior to the award of the contract.
- The trade name of the crack sealant the bidder intends to use.
- The manufacturer of the crack sealant the bidder intends to use.

The Owner may require the contractor to successfully perform a 200 foot test strip in the field prior to commencing work under the contract.

Manufacturer's certificate of material compliance will be furnished to the Owner certifying conformance to the above material specifications.

Work to be Completed by Others:

The City will furnish traffic police as required.

Method of Measurement:

The unit of measure for the work will be a lump sum price, per street, once completed to the satisfaction of the Commissioner of Public Services or his designee.

Basis of Payment:

Payment shall be at the lump sum price bid in the proposal and shall constitute full compensation for furnishing, preparing, placing the material specified and furnishing of all labor, equipment, materials and incidentals for the satisfactory completion of this item.
Payments shall be made within thirty (30) working days after receipt of an approved itemized invoice. No payment shall be made for items not ordered or for cancelled items, nor for necessary incidental work considered by the City of Beverly to be included in the lump sum prices bid.

If the Contractor determines a discrepancy in billing it must be brought to the City's attention within sixty (60) days of the original invoice date.

Bid Pricing Form

Description	*Unit*	*Price*
Cabot Street (LP Henderson to Conant Street)	Lump Sum	$
Conant Street (Dodge St to City Line)	Lump Sum	$
Salem Road (Entire Length)	Lump Sum	$
Pilgrim Road (Entire Length)	Lump Sum	$
Pershing Avenue (Entire Length)	Lump Sum	$
Lakeview Avenue (Entire Length)	Lump Sum	$
Lakeside Avenue (Entire Length)	Lump Sum	$
Hoover Avenue (Entire Length)	Lump Sum	$
New Balch Street (Entire Length)	Lump Sum	$
Balch Street (Entire Length)	Lump Sum	$
Jenness Street (Entire Length)	Lump Sum	$
Fitzgerald Way (Entire Length)	Lump Sum	$
Dipalma Court (Entire Length)	Lump Sum	$
Dunham Road (Entire Length)	Lump Sum	$

Red Rock Lane (Entire Length)	Lump Sum	$
Elnew Avenue (Entire Length)	Lump Sum	$
Norge Road (Entire Length)	Lump Sum	$
Heather Street (Entire Length)	Lump Sum	$
Michael Road (Entire Length)	Lump Sum	$
Berrywood Lane (Entire Length)	Lump Sum	$

Chapel Hill Road (Entire Length)	Lump Sum	$
Shannon Lane (Entire Length)	Lump Sum	$
Balsam Drive (Entire Length)	Lump Sum	$
Holly Lane (Entire Length)	Lump Sum	$
Fern Street (Entire Length)	Lump Sum	$
Piper Drive (Entire Length)	Lump Sum	$
Wentworth Drive (Entire Length)	Lump Sum	$
Thackery Way (Entire Length)	Lump Sum	$
Canterbury Circle (Entire Length)	Lump Sum	$
Holworthy Way (Entire Length)	Lump Sum	$
Kennel Hill Drive (Entire Length)	Lump Sum	$
Gateway Lane (Entire Length)	Lump Sum	$
Driscoll Lane (Entire Length)	Lump Sum	$
Fieldstone Lane (Entire Length)	Lump Sum	$
Cornell Road (Entire Length)	Lump Sum	$
Colby Road (Entire Length)	Lump Sum	$
Dartmouth Street (Entire Length)	Lump Sum	$
Yale Boulevard (Entire Length)	Lump Sum	$
Andover Street (Entire Length)	Lump Sum	$
Exeter Street (Entire Length)	Lump Sum	$
Nursery Street (Entire Length)	Lump Sum	$
Rindge Street (Entire Length)	Lump Sum	$
Amherst Road (Rindge Rd to Andover Rd)	Lump Sum	$

Gordon Road (Entire Length)	Lump Sum	$
Radcliff Road (Entire Length)	Lump Sum	$
Ellsworth Avenue (Entire Length)	Lump Sum	$
Bass River Road (Entire Length)	Lump Sum	$
Clifton Avenue (Entire Length)	Lump Sum	$
Tremont Street (Entire Length)	Lump Sum	$
Colonial Road (Entire Length)	Lump Sum	$
Presidential Circle (Entire Length)	Lump Sum	$
College Lane (Entire Length)	Lump Sum	$
Pond Street (Entire Length)	Lump Sum	$
Chapman Street (Entire Length)	Lump Sum	$
Chapman Terrace (Entire Length)	Lump Sum	$
Federal Street (Entire Length)	Lump Sum	$
Bow Street (Rantoul St to Cabot St)	Lump Sum	$
Total		$

**The quantities listed in the proposal are rough estimates. The City of Beverly, therefore, reserves the right to order the adjustment of a greater or a lesser streets than shown. **

***It is reasonable for the Contractor to presume that the City will extend the requested services to other streets within the city as municipality identifies additional streets and funding becomes available. ***

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

_____

Name of Person Signing Bid

_____

Company

Purchasing Office
Beverly City Hall
191 Cabot Street, Beverly, MA 01915

GENERAL CONDITIONS AND INSTRUCTIONS

1) The City of Beverly reserves the right to reject any or all bids, accept any bid, or divide the award as deemed in the best interest of the City of Beverly, or to waive any informality in bids.

2) Each bid should give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership, followed by the signature and designation of the person signing. Bids by corporation should be signed with the name of the corporation followed by the signature of the person authorized to bind the matter.

3) Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

4) Time, in connection with discount offered, shall be net 30 days for properly submitted invoices. Any invoices not correctly identified shall be returned to the vendor for correction.

5) Bids must be enclosed in a sealed envelope(s) marked to identify the bid on the outside per this solicitation, and filed in the office of the of Purchasing Agent on or before the time and place stipulated in the bid, at which time they will be publicly opened and read.

6) Samples of items, when required, must be submitted prior to the openings of bids at no expense to the City of Beverly. If not destroyed by testing, they will be returned at the bidder's request and expense.

7) A bidder has the right to withdraw his/her bid anytime prior to the time fixed for opening.

8) Bids must be submitted on this form, unless otherwise specified or will be considered informal.

9) It is agreed that if this proposal be accepted and the bidder fails to comply with the terms of his/her bid or shall fail to contract as required within the time limit specified, the City of Beverly may, at its option, determine that the bidder has abandoned his/her bid, and thereupon this proposal and acceptance thereof shall become null and void.

10) The successful bidder will receive copies of a contract for their signatures. After signing and returning, the Mayor will sign the contracts and one copy a will be returned to bidder as Notice of Award and will thereupon constitute a binding contract between the City of Beverly and the bidder. **NO PAYMENTS CAN BE MADE WITHOUT AN EXECUTED CONTRACT!**

11) Quantities indicated are the City of Beverly's best estimate for quantities that may be utilized during the contract period. The City of Beverly does not guarantee that the estimated quantity is the quantity that will be utilized during the contract period.

12) Where applicable, wage rates are subject to the minimum wage rates as per M.G.L., Chapter 149, section 26 to 27F inclusive.

13) *Minority Business Enterprises:* Minority business enterprises have full opportunity to submit Bids in response to this Advertisement and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award. All requirements of the Beverly Equal Opportunity Policy are in effect for this contract. Policy is available for viewing at the Office of the Purchasing Agent.

14) *Contract Award* - Award of Contract(s) shall be to the responsible and responsive bidder(s) with the best bid(s) **and if applicable** best delivery date per this solicitation. The City may award multiple contracts under this bid. The City reserves the right to award multiple contracts on a per item unit price basis.

15) *Contract length* - The contract shall be for one (1) year from the date of the award. This contract may be extended under the same terms and conditions for a maximum of two (2) additional one (1) year terms at the sole discretion of the City and upon approval of the appropriation.

16) The bidder shall provide evidence of insurance in accordance with INSURANCE REQUIREMENTS for the City of Beverly (attached if applicable) before commencing work.

17) Submittal requirements:

    a) Non-collusion and Tax Form (Bid Certification)

    b) Bid Pricing Page

    c) Bid bonds (not applicable)

    d) Massachusetts Highway Department Certification (not applicable)

    e) Two (2) Original Submittals of your Bid

18) All contract awards are subject to an appropriation for the good or service that is the subject of this bid package.

19) Where applicable, all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

20) *Warranty:* Contractor shall warrant and represent to the City that the workmanship of the Work, including all materials to be provided and all other aspects regarding the Work shall be in conformance with the Contract and be free from faults and defects of design, material and workmanship for a minimum period of one year from the date of payment, or manufacturers warranty whichever is greater.

AGREEMENT BY AND BETWEEN
THE CITY OF BEVERLY
AND
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, Michael P. Cahill and (Contractor / Address), the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

(SUPPLY OR SERVICE) in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay for the sum of (Consideration) payable in monthly payments equaling 1/12 of the annual fee upon receipt of a monthly invoice.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitableness, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

SAMPLE

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sec in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly

Contractor

_____

Michael P. Cahill, Mayor

As to Appropriation:

_____

Bryant Ayles, Finance Director

CITY OF BEVERLY

DEPARTMENT OF
PROCUREMENT & CONTRACT ADMINISTRATION
191 Cabot Street
Beverly, Massachusetts 01915

INSURANCE REQUIREMENTS

A. The General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.

B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.

C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.

D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.

E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.

G. The Owner shall be named as additional insured under all policies.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	$500,000/$500,000/$500,000

B. Contractor's Liability Insurance

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	$1,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Payments	$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: $1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required.

The limits of liability to be provided shall be as follows:

$2,000,000 per occurrence Bodily Injury and Property Damage

$2,000,000 per occurrence Personal Injury and Advertising Injury

$2,000,000 General Aggregate

$2,000,000 Products and Completed Operations Aggregate

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.