



200 West Cummings Park  
Woburn, MA 01801  
781-935-8000

## CONTRACTOR INSURANCE REQUIREMENTS

The insurance information provided below is intended to answer any questions you or your insurance agent may have in obtaining the appropriate insurance coverage as required under the terms of the Contractor's Terms and Conditions. A policy of insurance, meeting these requirements, together with the declarations page and all applicable riders and endorsements, must be provided **prior to commencement of your work**.

### Your policy *must* include the following provisions:

- **Commercial General Liability** coverage (insuring against claims involving bodily injury, including death, and property damage) in a minimum amount of **\$1,000,000 per occurrence** and **\$1,000,000 aggregate**.
- **Excess Liability** coverage (insuring against claims involving bodily injury, including death, and property damage) in a minimum amount of **\$5,000,000 per occurrence** and **\$5,000,000 aggregate**.
- **Automobile Liability** coverage in a minimum amount of **\$1,000,000 per occurrence**.
- **Worker's Compensation** in a commercially reasonable amount as required by law.
- **Additional Insureds:** "Cummings Properties, LLC; Atlantic Boston Construction, Inc.; Cummings Realty, LLC; Rumford Executive Office Suites, LLC; Cummings Foundation, Inc.; New Horizons at Choate, LLC; New Horizons at Marlborough, LLC; and the Owner of any property at which you work" must be included as Additional Insureds in your policy, using ISO form CG 2010 10 01.
- Contractor's CGL insurance shall apply on a *primary* basis, and contractor's excess liability insurance shall apply immediately thereafter.
- Ten (10) days' written notice prior to cancellation of any insurance coverage.

Kindly request that your insurance agent email the policy, together with the declarations page and all applicable riders and endorsements, to [insurance@cummings.com](mailto:insurance@cummings.com).

If you require additional information or if any questions arise, please do not hesitate to call the **Contractor Insurance Department at 781-935-8000**. Thank you for your cooperation and immediate attention to this important insurance requirement.

## STANDARD FORM CONTRACTOR'S TERMS AND CONDITIONS

The undersigned Contractor agrees to the following terms and conditions as part of any and all agreements with Cummings Properties, LLC, Atlantic Boston Construction, Inc., Cummings Realty, LLC, Cummings Foundation, Inc., New Horizons at Choate, LLC, New Horizons at Marlborough, LLC, Rumford Executive Office Suites, LLC, and their parents, affiliates, successors, and assigns (individually and collectively, "Operator"), or any one or more of said parties, to provide labor, materials, equipment, and/or other services. Contractor's work as used herein shall include work by the Contractor and by any Subcontractor working for or on behalf of the Contractor ("Subcontractor").

1. Contractor warrants that it is in compliance with the requirements of the Department of Labor regarding employment permits and educational certificates for minors under the age of 18 and it shall comply with all applicable state and federal wage and hour laws and regulations. Contractor agrees not to discriminate against any employee, applicant for employment, or any other person or entity because of age, race, creed, color, gender, sexual orientation, genetic information, or national origin. Further, if the value of Contractor's work exceeds \$10,000, Contractor agrees that the equal opportunity clauses in 41 CFR 60 are incorporated herein by reference and warrants that it is in compliance with each and all of them.
2. In the event Contractor uses, operates, and/or maintains personal property and equipment provided by Operator ("Equipment"), Contractor shall thoroughly inspect the Equipment prior to use, shall use the Equipment only if Contractor finds it in good working condition, and shall maintain and return the Equipment to Operator in such condition. Contractor shall not abuse or improperly operate the Equipment, and shall use and maintain it in conformance with all applicable laws, regulations, manufacturer's guidelines, and industry standards. Contractor shall be solely responsible for supervising and training all its operators of the Equipment.
3. Contractor has read the Operator's Health and Safety Policies and Procedures Manual ("Manual") and understands that Contractor is required to comply with such Manual, including routinely training employees and performing daily inspections of Contractor's work. Contractor's employees must attend jobsite safety meetings, wear appropriate personal protective equipment, use fall protection, and abide by all safety practices and procedures described in the Manual, as well as those applicable to Contractor's particular trade.
4. Contractor shall indemnify and hold harmless Operator and the owner(s) of any building or property where Contractor's work is performed, together with their agents, representatives, employees, officers, and directors, from all suits, claims, damages, demands, fines, or penalties of any kind (including costs, expenses, and attorneys' fees), arising out of any breach of these terms and conditions, as well as under workers' compensation laws and for any personal injury, death, or property damage in any way arising out of or occurring during Contractor's work, or the use, operation, and/or maintenance of the Equipment, but excluding claims arising out of the sole negligence of Operator.
5. Contractor shall at its expense carry commercial general liability ("CGL") insurance in the minimum amount of \$1,000,000 per occurrence, \$1,000,000 aggregate, and excess liability insurance in the minimum amount of \$5,000,000 per occurrence, \$5,000,000 aggregate for claims arising out of or occurring during Contractor's work. Operator and the owner(s) of any building or property where Contractor's work is performed shall be named as additional insureds on each such policy of insurance using ISO Form CG20101001 or some other form approved by Operator. Such CGL insurance shall apply on a primary basis, and such excess liability insurance shall apply immediately thereafter. Any and all insurance independently maintained by Operator shall be non-contributory. Contractor shall also carry automobile liability insurance in the minimum amount of \$1,000,000 per occurrence and workers' compensation insurance. Contractor shall, prior to the commencement of Contractor's work, deliver to Operator a copy of the policy of insurance, together with the declarations page and all applicable riders and endorsements. Insureds shall be given at least 10 days' notice prior to cancellation of the policy.
6. Operator may require Contractor and its Subcontractor(s) to execute final and/or partial waivers of liens, as appropriate, in connection with any final and/or interim payments by Operator to Contractor.
7. Unless otherwise specified, all materials, supplies, parts, and equipment used to conduct the work shall be new or of recent manufacture by a recognized reputable manufacturer, free from defects and imperfections. Contractor shall, at its own cost, repair and make good any and all defects in Contractor's workmanship or materials that may appear within one year of final acceptance by Operator.
8. Contractor and Subcontractors shall properly classify all employees and independent contractors and shall pay all appropriate taxes and insurance for same. Contractor shall pay all sales, consumer, use, and other such taxes for the work and materials provided by Contractor, whether or not such taxes are yet effective and, if requested by Operator, provide evidence of such payment(s) to Operator. Contractor shall comply and shall ensure that all Subcontractors comply with all laws, statutes, regulations, ordinances, and bylaws applicable to Contractor's and Subcontractor's work, including all immigration, workers' compensation, tax, and wage and hour laws.
9. If, in the sole opinion of Operator, Contractor shall (1) fail to perform the work properly; (2) fail to complete the work on schedule; (3) fail to make prompt payment to its suppliers, laborers, and/or subcontractors; (4) fail to comply with any term or condition herein; (5) file or allow any form of insolvency, bankruptcy, or receivership proceedings to be filed against it; or (6) alter its corporate form, including by voluntary or involuntary dissolution, name change, reorganization, merger, or other change, then Operator may, upon notice to Contractor, and without prejudice to any other rights, terminate all or a portion of the contract, take possession of all or a portion of the work, and complete any or all unfinished or remaining work under the contract at the expense of Contractor. No waiver of any provision hereof by Operator shall be construed as a waiver of any other provision hereof, and a waiver of any provision hereof shall not be construed as a waiver at any subsequent time of the same provision. If Contractor experiences a change or modification described in Sections (5) and (6) of this paragraph, all terms and conditions herein shall apply to the new or changed company.
10. Contractor represents and warrants that it has implemented and maintains appropriate security measures to protect all "personal information" regarding Massachusetts residents (as defined by 201 CMR 17.00 et seq.). Contractor further certifies that, in the event that any "personal information" it handles or to which it has access during its work for or on behalf of Operator is breached, Contractor shall notify Operator immediately of the nature and extent of such breach so that appropriate notifications and response can be made in compliance with applicable laws and regulations.
11. These terms and conditions shall be interpreted, construed, and enforced in accordance with the laws of the commonwealth of Massachusetts and only in a court therein. To the extent that any inconsistencies exist between these terms and conditions and any other agreement between Operator and Contractor, these terms and conditions shall control.

### AGREED AND ACCEPTED:

Contractor name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Internal Revenue Service Regulations require the filing of an Annual Information Return, Form 1099, reporting payments to non-corporate recipients exceeding \$600 for business services. Pursuant to Section 6109 of the Internal Revenue Code, we request that you furnish us with your taxpayer ID number. The regulations provide for penalties as well as backup withholding taxes if the payee does not furnish the ID number. Please list either your EIN Employer Identification number or your Social Security number.

The name of the company or person's name **MUST** match the information filed with the IRS and/or Social Security Administration.

Employer Identification Number: \_\_\_\_\_

**or**

Social Security Number: \_\_\_\_\_

The company's name or the person's name filed with the IRS or SSA:

\_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Also, please indicate what type of entity you are by checking the appropriate box.

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Sole Proprietorship                       |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation                               |
| <input type="checkbox"/> Other       | <input type="checkbox"/> Federal, State or Local Government Agency |

Completed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sincerely,

Accounts Payable Department