HOUSE DOCKET, NO. 2382 FILED ON: 2/18/2011

HOUSE . . . . . No. 3547

The Commonwealth of Massachusetts

PRESENTED BY:

Thomas A. Golden, Jr.

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the passage of the accompanying:

An Act to limit indemnity and insurance responsiblity for general contractors and subcontractors in construction work.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
Thomas A. Golden, Jr.	*16th Middlesex*

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HOUSE . . . . . No. 3547

By Mr. Golden of Lowell, a petition (accompanied by bill, House, No. 3547) of Thomas A. Golden, Jr. for legislation to limit indemnity and insurance responsibility for general contractors and subcontractors in construction work. Labor and Workforce Development.

The Commonwealth of Massachusetts

An Act to limit indemnity and insurance responsiblity for general contractors and subcontractors in construction work.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Chapter 149 of the General Laws, as appearing in the 2008 Official Edition, is hereby amended by striking out section 29C and inserting in place thereof the following section:-

SECTION 29C. Any provision for or in connection with a contract or subcontract for construction, reconstruction, installation, alteration, remodeling, repair, demolition or maintenance work, including without limitation, excavation, backfilling or grading, on any building or structure, whether underground or above ground, or on any real property, including without limitation any road, bridge, tunnel, sewer, water or other utility line, which requires 1 party to indemnify or insure the other party, or anyone identified in the contract or subcontract as an indemnitee or additional insured, for injury to persons or damage to property to a greater extent than the proportion of said injury or damage proximately caused by the negligence of the indemnitor shall be unenforceable and void. Any such indemnification or insurance provision shall be interpreted to require indemnification or insurance only to the proportional extent the negligence of the indemnitor, its agents or employees is a proximate cause of the injury or damage.

Nothing in this section shall be construed to alter existing law governing the liability of joint tortfeasors to a plaintiff.