



CUMBERLAND HOUSING
Unlocking the Doors for Your Future

**Insurance Requirements
for
Independent Contractors**

1. Purpose

These insurance requirements are designed to protect the Housing Authority of the City of Cumberland and the Cumberland Housing Alliance, Inc. against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc.

2. Applicability

These Insurance Requirements for Independent Contractors also referred to as Attachment 1, will be considered applicable to all Requests for Proposals and contracts solicited and executed by the Housing Authority of the City of Cumberland and the Cumberland Housing Alliance, Inc.

3. Action

The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc., insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, that have an A.M. Best rating of A- or better or its equivalent, and acceptable to the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain, at their sole expense and until final acceptance of the work by the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc., insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, that have an A.M. Best rating of A- or better or its equivalent, and acceptable to the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc.

A. Workers Compensation: The Contractor agrees to comply with the Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation - Statutory	
Bodily Injury by Accident	\$100,000 (Each Accident)
Bodily Injury by Disease	\$500,000 (Disease - Policy Limit)
Bodily Injury by Disease	\$100,000 (Disease - Each Employee)

B. Comprehensive General Liability Insurance: The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc., its agents, elected and appointed officials, commission members and employees, and name the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc. on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc.

C. Business Automobile Liability: The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$500,000 combined single limit for bodily Injury or Property Damage.

4. Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc. prior to the start of the applicable project.

Approval of the insurance by the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc. shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc. does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

5. General Indemnity: The Contractor shall indemnify, defend and save harmless the Housing Authority of the City of Cumberland and/or the Cumberland Housing Alliance, Inc., its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.