

INSURANCE REQUIREMENTS FOR CONTRACTORS

- 1.0 Purpose:** These insurance requirements are designed to protect the Housing Authority of the City of Cumberland, the Cumberland Housing Alliance, Inc. (hereinafter referred to as Cumberland Housing) its agents, elected and appointed officials, commission members and employees, 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 Cumberland Housing.
- 2.0 Applicability:** These Insurance Requirements for Independent Contractors also referred to as Attachment 9, will be considered applicable to all contracts solicited and executed by Cumberland Housing.
- 3.0 Action:** Prior to award, the Contractor (and perhaps at Cumberland Housing's discretion, other development team members) will be required to procure and maintain at their sole expense and until final acceptance of the work by Cumberland Housing, 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 Cumberland Housing.

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 Cumberland Housing, 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.

4.0 Required Insurance Coverage

- 4.1 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)

- 4.2 General Liability Coverage:** The Contractor shall provide General Liability including Products and Completed Operations.

Minimum Limits Required:

Combined single limit \$1,000,000 / General aggregate \$2,000,000
 Fire and other damage to premises \$50,000
 Medical expenses for any one person \$5,000
 Commercially Reasonable Deductible (maximum of \$50,000)

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4.3 Professional Liability and/or Errors and Omissions Coverage: The Contractor shall provide insurance coverage with limits of no less than:

Minimum each Occurrence \$1,000,000 / General Aggregate \$2,000,000

Commercially Reasonable Deductible (maximum of \$50,000)

4.4 Automobile Liability Coverage: The Contractor shall provide automobile insurance coverage in a combined single limit of \$1,000,000. Every vehicle utilized during the term of this contract, not owned by the entity, must have evidence automobile insurance coverage with limits of no less than:

Minimum Limits Required:

Combined single limit \$100,000 / General Aggregate \$300,000

Medical Expenses \$5,000

5.0 Certificate(s) of Insurance: The Contractor shall provide original certificates of insurance naming the "Housing Authority of the City of Cumberland" and/or the "Cumberland Housing Alliance, Inc." as additional insured's 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 Cumberland Housing, together with the appropriate endorsements to said policy reflecting the addition of the agency as an additional insured under said policy prior to the start of the applicable project and requiring a 30 day notice of cancellation.

Approval of the insurance by Cumberland Housing shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that Cumberland Housing 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.

6.0 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.