

# Insurance Requirements for Independent Contractors

Adopted October 8, 1998  
Effective November 1, 1998

## 1. Purpose

To protect the Housing Authority of Washington County 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 Authority.

## II Action

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the Authority, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have AM. Best rating of A- or better or its equivalent, and acceptable to the Authority."

1. **Worker's Compensation:** The Contractor agrees to comply with State of Maryland Worker's Compensation laws and to provide proof of insurance.

Minimum Limits Required

Worker's Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **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 Authority, its agents, elected and appointed officials, commission members and employees, and name the Housing Authority of Washington County 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 Authority.

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 Authority, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A or better or its equivalent, and acceptable to the Authority.

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

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property Damage.

**Certificate(s) of Insurance:** The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Housing Authority of Washington County prior to the start of the applicable project.

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

**General Indemnity:** The Contractor shall indemnify, defend and save harmless the Washington County Housing Authority Commissioners, its 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.