

BALTIMORE COUNTY

INSURANCE PROVISIONS FOR PROJECTS NOT REQUIRING A PUBLIC WORKS AGREEMENT

INSURANCE PROVISIONS FOR PRE-QUALIFIED CONTRACTORS

1.0 GENERAL REQUIREMENTS

- 1.1 Coverages Required: Unless otherwise required by any Special Conditions, the Contractor shall purchase and maintain the insurance coverages listed herein.
- 1.2 Certificate of Insurance: Before starting work on the contract, the Contractor shall provide Baltimore County, Maryland with a Certificate(s) of Insurance on forms provided by the County, evidencing the required coverages.
- 1.3 Baltimore County as Insured: The liability coverage required must include Baltimore County, Maryland as a named additional insured.
- 1.4 Contractor's Responsibility: The providing of any insurance herein does not relieve the Contractor of any of the responsibilities or obligations the Contractor has assumed in the contract or for which the Contractor may be liable by law or otherwise.
- 1.5 Failure to Provide Insurance: Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2.0 INSURANCE COVERAGES

2.1 General Liability Insurance

- 2.1.1 Minimum Limits of Coverage:
  - Bodily Injury Liability  
\$1,000,000 each occurrence;
  - Property Damage Liability  
\$500,000 each occurrence;

OR

Bodily Injury Liability and Property Damage Liability Combined  
\$1,000,000 each occurrence

- 2.1.2 Such insurance shall protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the contract, whether such operations be by the Contractor, any Subcontractor, anyone directly or indirectly employed by the Contractor or Subcontractor, or anyone for whose acts any of the above may be liable.
- 2.1.3 Minimum Coverages to be Included:
  - Independent Contractor's coverage;
  - Completed Operations and Products Liability coverage; and
  - Contractual Liability coverage.
- 2.1.4 Damages Not to be Excluded:
  - Such insurance shall contain no exclusions applying to operations by the Contractor or any Subcontractor in the performance of the Contract pertaining to:
    - (1) Collapse of, or structural injury to, any building or structure;
    - (2) Damage to underground property; or
    - (3) Damage arising out of blasting or explosion.

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INSURANCE COVERAGES (Continued)

2.2 Automobile Liability Insurance

- 2.2.1 Minimum Limits of Coverage:  
Bodily Injury Liability  
\$500,000 any one accident  
Property Damage Liability  
\$500,000 any one accident;

OR

Bodily Injury Liability and Property Damage Liability Combined  
\$500,000 any one accident

- 2.2.2 Coverages to be included:  
Such insurance shall provide coverage for all owned, non-owned and hired automobiles

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including Employers' Liability insurance, with limits of at least:

\$100,000 Each Accident - Bodily Injury by Accident  
\$100,000 Each Employee - Bodily Injury by Disease  
\$500,000 Policy Limit - Bodily Injury by Disease.

3.0 HOLD HARMLESS CLAUSE

The CONTRACTOR shall protect, hold free and harmless, defend and indemnify BALTIMORE COUNTY (including its officials, officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorneys' fees) resulting from INJURY TO, OR DEATH OF, ANY PERSON OR DAMAGE TO PROPERTY OF ANY KIND, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; EXCEPT that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of Baltimore County, its officers, agents and employees.

4.0 PROPERTY LOST, DAMAGED or DESTROYED

Any property or work to be provided by Contractor will remain at the Contractor's risk until written acceptance by Baltimore County; and the Contractor will replace, at Contractor's expense, all property or work lost, damaged or destroyed by any cause whatsoever.

PRE-QUALIFIED CONTRACTOR'S CERTIFICATE OF INSURANCE

THIS FORM TO BE COMPLETED BY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY OR INSURANCE AGENCY

TO: Baltimore County, Maryland
Dept. of Permits and Development Management
111 W. Chesapeake Avenue COB Room 125
Towson, Maryland 21204
Re: Utility Agreement and/or Right-of-Way Improvement Agreement No.
Name of Contractor

THIS IS TO CERTIFY THAT:

- 1) The undersigned has received and reviewed the INSURANCE PROVISIONS of the above-numbered Contract/Purchase Order; and
2) The Contractor has insurance coverage naming Baltimore County, Maryland as an additional insured in conformity with the above provisions for all work performed under the referenced Utility Agreement and/or Right-of-Way Improvement Agreement by the Contractor, its subcontractors, agents and employees relating to the following:

Table with 3 columns: Type of Insurance, Insurance Company, Policy Number. Rows include General Liability, Automobile Liability, and Workers Compensation and Employers' Liability.

THE UNDERSIGNED AGREES that should any of the insurance coverages indicated be canceled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions mentioned above, that thirty (30) days' advance written notice shall be given to BALTIMORE COUNTY, MARYLAND at the address shown above; EXCEPT IN THE CASE OF NON-RENEWAL, notice shall be given as soon as known, if that be less than thirty (30) days, but in no event, less than ten (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation for non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor/Vendor and the number of the Contract/Purchase Order.

Name of Insurance Company or Agency

Address

City, State, Zip Code

Phone No.

Signature of Authorized Representative of Insurance Company or Agency

Type (Print) Name

Date