PHILADELPHIA REDEVELOPMENT AUTHORITY

INSURANCE REQUIREMENTS

The individual or entity seeking to enter into a contract with the Philadelphia Redevelopment Authority or who is entering into a contract with such individual or entity (collectively, the "Contracting Party") will procure and maintain during the entire period of the contract, the insurance described below. All coverages must be provided by an insurance company authorized to do business in the Commonwealth of Pennsylvania and with a minimum A.M. Best Rating of A- Class VIII. All insurance, except Professional Liability, must be written on an "Occurrence Basis" and not a "Claims-Made Basis."

The insurance policies must provide for at least thirty (30) days prior written notice to be given to the Philadelphia Redevelopment Authority (the "**PRA**") in the event that coverage is materially changed, cancelled or non-renewed or once any policy limits have been exhausted by fifty percent (50%). In the event of material change, cancellation or non-renewal of coverage(s), the Contracting Party must replace the coverage(s) to comply with the contract requirements to prevent a lapse of coverage for any time period during the term of the contract.

The Contracting Party will provide the PRA with the provisions from each of the required insurance policies or endorsements for each of the required insurance policies stating the following:

- 1) Contracting Party's insurance coverage is on a primary and non-contributory basis with any insurance carried or administered by the PRA;
- 2) includes coverage for ongoing operations and completed operations;
- 3) Philadelphia Redevelopment Authority, the City of Philadelphia (the "City") and their respective officers, directors, employees and agents are named as additional insured on a primary and non-contributory basis on all of the insurance policies, except for workers' compensation and professional liability insurance policies, even for claims regarding their partial negligence;
- 4) includes a waiver of subrogation in favor of the PRA and all of the other aforementioned additional insureds;
- 5) coverage is applicable separately to each insured against whom a claim is made or suit is brought and there is no "Cross Liability" exclusion on the insurance policies that preclude coverage for suits or claims between the Contracting Party and the PRA or between the PRA and any other insured or additional insured under the insurance policies; and
- 6) no act or omission of the PRA, the City, or their respective officers, directors, employees or agents will invalidate coverage.

Endorsement forms required include CG 20 01, CG 20 10 and CG 20 37 as published by the Insurance Services Office ("**ISO**") or on equivalent forms that are satisfactory to the PRA.

If the contract pertains to a specific property, the property address must be identified on the Certificate of Insurance. Otherwise a contract/work order number or project reference should be included.

Certificates of Insurance must be addressed to: Philadelphia Redevelopment Authority, 1234 Market Street, 16th floor, Philadelphia, PA 19107.

The PRA reserves the right to request and obtain complete copies of the Contracting Party's insurance policies.

- I. Insurance Review Insurance requirements are subject to the periodic review by the PRA. Any failure, actual or alleged, on the part of the PRA to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights on the part of the PRA. The PRA may require additional types of insurance or higher limits if, in its sole discretion, the potential risk warrants it. The amount of insurance provided in the required insurance coverages outlined below, shall not be construed to be a limitation of the liability on the part of the Contracting Party.
- II. Without in any way affecting the indemnity obligations of the Contracting Party pursuant to its contract with the PRA and in addition thereto, the insurance coverage required by all Contracting Parties is as follows:
 - a. <u>Commercial General Liability</u>: The policy will include a "Cross Liability" endorsement, name the PRA, the City, and their respective officers, directors, employees and agents as <u>Additional Insured</u> and include coverage for all operations performed by or on behalf of the Contracting Party for bodily injury and property damage arising out of:

Products and Completed Operations

Premises Operations and Mobile Equipment

Independent Contractors

Employees and Volunteers as Additional Insured

Elevators and/or Escalators (if applicable)

Blanket Contractual Liability (written and oral and must include liability

for employee injury assumed under a contract as provided in the standard ISO policy form)

Broad Form Property Damage (including completed operations)

Coverage for Resulting Damage (Expanded Definition of Occurrence-Property Damage)

Explosion, Collapse and Underground Hazards

Personal Injury and Advertising Injury

Resulting Damage

No Exclusions for residential construction with respect to the work to be completed by the Contracting Party (if applicable)

• The following minimum limits will be provided:

\$1,000,000	Each Occurrence (combined single limit for bodily injury							
	(including death) and property damage)							
\$1,000,000	Personal and Advertising Injury							
\$2,000,000	General Aggregate (other than Products/Completed Operations)							

\$1,000,000 Products/Completed Operations Aggregate

- The General Aggregate Limit must apply on a Per Project basis.
- The definition of "occurrence" must be expanded via endorsement to state the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. Faulty workmanship in "your work" is not an "occurrence" but "property damage" that is ancillary and accidental damage caused by faulty workmanship in "your work" is considered an "occurrence" if the following conditions are met:

- 1) faulty workmanship in "your work" causes "property damage" to property other than "your work;" and
- 2) such "property damage" was not expected or intended by you or the persons performing "your work."
- b. Workers' Compensation and Employer's Liability Insurance: The Contracting Party will obtain a workers' compensation policy which provides benefits in accordance with the statutory requirements of the Commonwealth of Pennsylvania and includes "all states" coverage or at least coverage in all other states in which the Contracting Party performs work or through which the Contracting Party's employees travel. This policy will also include coverage for United States Longshoremen and Harbor Workers (if applicable) and employer's liability. The following minimum employer's liability limits will be provided:

\$100,000 Each Accident

\$100,000 Each Employee

\$500,000 Policy Limit

Bodily Injury by Disease

Bodily Injury by Disease

- Coverage should cover all individuals including volunteers providing services on behalf of the Contracting Party. This requirement will be waived if the Contracting Party has no employees so long as the Contracting Party provides the PRA with a letter stating that the Contracting Party has no employees or individuals who are defined as "employees" under the Labor Laws of the Commonwealth of Pennsylvania. The letter must be on company letterhead and executed by an individual authorized to make such a representation on behalf of the Contracting Party. Volunteers for a Contracting Party that is a non-profit corporation are required to be covered by the Contracting Party's workers' compensation insurance.
- c. <u>Automobile Liability Insurance:</u> The policy will name the PRA, the City, their officers, directors, employees and agents as <u>Additional Insured</u> and cover liability arising out of the use of <u>all owned, non-owned and hired</u> automobiles (or symbol 1 Any Auto) with the following minimum coverages:

- \$1,000,000 Per Occurrence (combined single limit for bodily injury (including death) and property damage)
- Contractual Liability Coverage (including liability for employee injury assumed under a contract as provided in the standard ISO policy form)
- Coverage for <u>all owned</u> automobiles will be waived if the Contracting Party does not own any automobiles so long as the Contracting Party provides the PRA with a letter stating that the Contracting Party does not own any automobiles. The letter must be on company letterhead and executed by an individual authorized to make such a representation on behalf of the Contracting Party. When the Contracting Party does not own any automobiles, coverage for <u>non-owned and hired</u> automobiles must be endorsed to the commercial general liability policy or provided under a separate non-owned and hired automobile liability policy.
- III. Additional Insurance that may be required of a Contracting Party (this will depend on the type of contract to be executed):
 - a. **Property Insurance or Builder's Risk:** Where the Contracting Party is obtaining a loan or acquiring property from the PRA, the Contracting Party must obtain property or builder's risk insurance. The policy must provide be on an ISO Special-All Risk Form and name the PRA as mortgagee and loss payee, if the PRA is providing a loan to the Contracting Party. The limit provided must cover the replacement cost value of the property. If construction is involved, coverage must extend to materials that will become part of the project (on-site and off-site) and in transit. There must not be an exclusion or restriction for residential development or construction (if applicable).

• The Contracting Party will also maintain flood insurance if the property is located in a flood zone.

- b. **Professional Liability:** Where services provided involve inspection, design, consulting and/or other professional services, the Contracting Party is required to obtain Professional Liability Insurance with a minimum policy limit of \$1,000,000 per claim and aggregate with a deductible not to exceed \$50,000. The coverage provided will cover all actual or alleged acts, errors and omissions arising out of the professional services rendered as well as liability assumed under the contract. The Contracting Party will also obtain tail coverage or an extended reporting period or maintain its current coverage for occurrences happening during the performance of the contract for at least 2 years after completion of the contract.
- c. <u>Pollution Liability</u>: Where services provided involve the removal of asbestos or lead or cleanup of any environmental contaminant or pollutant, the Contracting Party must provide coverage with a minimum limit of \$1,000,000 for each claim

and annual aggregate. A "Claims-Made" form may be acceptable if coverage cannot be obtained on an "Occurrence" form. The Contracting Party must submit a letter explaining why coverage on an occurrence basis cannot be obtained. If coverage is provided on a "Claims-Made" basis, the Contracting Party must maintain coverage for occurrences happening during the performance of the contract for at least 2 years after completion of the contract by obtaining tail coverage or an extended reporting period or maintaining its current coverage. The policy must not exclude asbestos, lead, silica or any other environmental contaminant or pollutant which will be included in the removal or cleanup.

d. <u>Excess/Umbrella Liability</u>: Depending on the type of contract to be executed with the PRA, the PRA may require the Contracting Party to provide excess/umbrella liability insurance with a minimum limit of \$1,000,000 for each occurrence and the annual aggregate amount that will apply in excess of the commercial general liability, automobile liability, and employer's liability insurance policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) [Insert date of cert.]

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CERTIFICATE OF LIABILITY INSURANCE

DATH (MM/DD/YYYY) [Insert date of cert.]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
[insert date of cert.]

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ACORD 25 (2010/05)

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ISR TR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	***************************************					
	ERAL LIABILITY					CONTROL (TTT)	Trensmir (T (T)	EACH OCCURRENCE \$	1,000,00					
X	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,00					
.	CLAIMS-MADE X OCCUR				•			MED EXP (Any one person) \$						
`		Y	Ý	[Insert policy number]	*	[Insert date]	[Insert date]	PERSONAL & ADV INJURY \$	1,000,00					
							•	GENERAL AGGREGATE \$	2,000,0					
GEN	L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$	1,000,0					
	POLICY X PRO-	<u> </u>			•			\$ _	.,,,,,,					
1	DMOBILE LIABILITY			•				COMBINED SINGLE LIMIT (Ea accident) \$	1,000,0					
$ \times$	ANY AUTO							BODILY INJURY (Per person) \$						
X ALL OWNED SCHEDULED AUTOS			Y	[insert policy number]		[Insert date]	[Insert date]	BODILY INJURY (Per accident) \$	***************************************					
HIRED AUTOS NON-OWNED AUTOS					_			PROPERTY DAMAGE \$	***************************************					
	70.00			,				(rei accidenti)						
	UMBRELLA LIAB OCCUR	1												
	TV0T001111							EACH OCCURRENCE \$						
	CLAINIS-MADE	ł						AGGREGATE \$						
WOR	DED RETENTIONS KERS COMPENSATION	 	<u> </u>					\ s	······································					
	EMPLOYERS' LIABILITY Y/N		Y				[Insert date]	X WC STATU- TORY LIMITS OTH- ER						
ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		[insert policy number]		lincert datel		E.L. EACH ACCIDENT \$	100,0					
(Man	datory in NH)			[[moore data]	[moon date]	E.L. DISEASE - EA EMPLOYEE \$	100,0					
DESC	describe under RIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	500,0					
		N/A	γ.	[Insert pol.	#]	[Da+e]	[Date]							
	lution Liability	Y	Ý	_			[Date]	Per Claim / Annual Aggregate:	\$1,000,000					
' '		-		[Insert pol.	#]	[Date]	[Date]	Per Claim / Annual Aggregate:	\$1,000,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Philadelphia Redevelopment Authority, City of Philadelphia and their respective directors, officers, employees and agents are named as additional insured under the General Liability, Automobile Liability and Pollution Liability insurance policies. Re: [Insert project address/location or contract/work order number]														
	ert project address/location or contr	act/w	ork o	rder number]										
	ert project address/location or contr	act/w	ork o	rder number]										
	ert project address/location or contr	act/w	ork o	rder number]										
e: [inse		act/w	ork o	rder number]		2511 4 21 22								
le: [inse	ert project address/location or contr	act/w	ork o	rder number]	CANG	CELLATION								
le: [inse	CATE HOLDER Philadelphia Redevelopment 1234 Market Street, 16th Flo	Auth		rder number]	SHO	OULD ANY OF	N DATE THE	ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE Y PROVISIONS.						
e: [Inse	CATE HOLDER Philadelphia Redevelopment	Auth		rder number]	SHC THE ACC	OULD ANY OF	N DATE THE TH THE POLIC	EREOF, NOTICE WILL BE DE						

ACORD 25 (2010/05)

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

[Insert date of cert.] THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. PRODUCER NAME, CONTACT PERSON AND ADDRESS (A/C, No. Ext) COMPANY NAME AND ADDRESS NAIC NO: [Insert insurance company name] [Insert insurance company address]

[Insert broker company name] [Insert broker company address] FAX (A/C, No): E-MAIL ADDRESS: IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH CODE: SUB CODE: AGENCY CUSTOMER ID #: [e.g., Commercial Property, Builders Risk, etc.] NAMED INSURED AND ADDRESS LOAN NUMBER POLICY NUMBER [Insert contracting party company name] [Insert policy number] [Insert contracting party mailing address EFFECTIVE DATE **EXPIRATION DATE** CONTINUED UNTIL [Insert date] [Insert date] TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED: ADDITIONAL NAMED INSURED(S) PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☑ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY LOCATION / DESCRIPTION [insert property address] THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COVERAGE INFORMATION PERILS INSURED BASIC BROAD COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ [Insert coverage amount] DED: YES NO N/ ☐ BUSINESS INCOME ☐ RENTAL VALUE Actual Loss Sustained; # of months: **BLANKET COVERAGE** If YES, indicate value(s) reported on property identified above: \$ TERRORISM COVERAGE Attach Disclosure Notice / DEC IS THERE A TERRORISM-SPECIFIC EXCLUSION? IS DOMESTIC TERRORISM EXCLUDED? LIMITED FUNGUS COVERAGE If YES, LIMIT: DED: FUNGUS EXCLUSION (If "YES", specify organization's form used) REPLACEMENT COST AGREED VALUE COINSURANCE If YES, EQUIPMENT BREAKDOWN (If Applicable) If YES, LIMIT: DED: ORDINANCE OR LAW - Coverage for loss to undamaged portion of bidg If YES, LIMIT: DED: - Demolition Costs If YES, LIMIT: DED: - Incr. Cost of Construction If YES, LIMIT: DED: EARTH MOVEMENT (If Applicable) If YES, LIMIT: DED: FLOOD (If Applicable) If YES, LIMIT: DED: WIND / HAIL (If Subject to Different Provisions) If YES, LIMIT: DED: PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE

CANCELLATION

HOLDER PRIOR TO LOSS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

X

ADDITIONAL INTEREST									
MORTGAGEE CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS								
X LENDERS LOSS PAYABLE									
NAME AND ADDRESS									
Philadelphia Redevelopment Authority									
1234 Market Street, 16th Floor									
Philadelphia, PA 19107									
	AUTHORIZED REPRESENTATIVE								
	[Rroker signature]								

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required) Philadelphia Redevelopment Authority is named as mortgagee and lenders loss payee.

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