PHILADELPHIA HOUSING DEVELOPMENT CORPORATION ("PHDC")

INSURANCE REQUIREMENTS

The individual/entity seeking to enter into a contract with PHDC (the "**Contract**") or who is entering into a contract with such individual/entity to perform any part of the Contract (collectively, "**Contracting Party**") will procure and maintain during the entire period of the Contract, which in no event shall be shorter than the term of the Contract, the insurance described below, unless longer periods are required to be maintained for a certain type of insurance policy. 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" unless a waiver is granted by PHDC.

The insurance policies must provide for at least thirty (30) days prior written notice to be given to PHDC 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, unless longer periods are required to be maintained for a certain type of insurance policy.

The Contracting Party will provide PHDC 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 PHDC;
2) includes coverage for ongoing operations and completed operations;
3) Philadelphia Housing Development Corporation, the City of Philadelphia (the "**City**"), and each of 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 PHDC 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 PHDC or between PHDC and any other insured or additional insured under the insurance policies; and
6) no act or omission of PHDC, the City, or their respective officers, directors, employees or agents will invalidate coverage.
7) Contracting Party shall not have a Self-Insured Retention ("**SIR**") or deductible on any policy greater than $50,000, which shall be the responsibility of the Contracting Party. If any policy of the Contracting Party has a SIR or deductible exceeding this amount, approval must be received from PHDC prior to starting work. In the event any policy includes a SIR or deductible, the Contracting Party is solely responsible for payment of the SIR or deductible specified in that

policy and the Additional Insured requirements specified herein shall be provided within the SIR or deductible amount(s).

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 PHDC.

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 must be included.

Certificates of Insurance must be addressed to: Philadelphia Housing Development Corporation, 1234 Market Street, 16th floor, Philadelphia, PA 19107.

PHDC 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 PHDC. Any failure, actual or alleged, on the part of PHDC 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 PHDC. PHDC 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 the Contract and in addition thereto, the minimum insurance coverage that the Contracting Party will be required to procure and maintain is as follows:

a. **Commercial General Liability**: The policy will be provided on ISO form CG 00 01 04 13 or an equivalent form, include a "Cross Liability" coverage or an endorsement for such coverage, name PHDC, the City, and each of their respective officers, directors, employees and agents as **Additional Insured** and include the following coverages for all operations performed by or on behalf of the Contracting Party for bodily injury and property damage:

Products and Completed Operations
Premises Operations and Mobile Equipment
Independent Contractors
Employees and Volunteers as Additional Insured
Personal Injury and Advertising Injury
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)
Resulting Damage (Expanded Definition of Occurrence-Property Damage) (if applicable and could result from the scope of the services/work included in the Contract)

Elevators and/or Escalators (if applicable and within the scope of the services/work included in the Contract)
Explosion, Collapse and Underground Hazards (if applicable and could occur from the scope of the services/work included in the Contract)

• No amendment to the definition of an "Insured Contract"

• No sexual abuse or molestation exclusion

• No exclusion for development, construction, building conversion, etc. (if applicable and within the scope of the services/work included in the Contract)

• No exclusion for residential construction with respect to the work to be completed by the Contracting Party (if applicable and within the scope of the services/work included in the Contract)

• 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 (if applicable and within the scope of the services/work included in the Contract):

"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 workers' compensation policy will provide benefits in accordance with the statutory requirements of the Commonwealth of Pennsylvania and shall include "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 employer's liability and United States Longshoremen and Harbor Workers (if applicable). The following minimum employer's liability limits will be provided:

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

• Coverage must cover all individuals, including sole proprietors, partners, members, officers, and volunteers providing services on behalf of the Contracting Party.

c. **Automobile Liability Insurance**: The policy shall name PHDC, the City, and each of their respective officers, directors, employees and agents as **Additional Insured** and cover liability arising out of the use of all owned, non-owned and hired 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)

• For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948

• Contractual Liability Coverage (including liability for employee injury assumed under a contract as provided in the standard ISO policy form)

• Coverage for all owned automobiles will be waived if the Contracting Party does not own any automobiles so long as the Contracting Party provides PHDC 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 non-owned and hired automobiles must be endorsed to the commercial general liability policy or provided under a separate non-owned and hired automobile liability policy.

d. **Excess/Umbrella Liability**: The minimum policy limit will be $1,000,000 for each occurrence and the annual aggregate amount and will follow form, including additional insured status, over the commercial general liability, automobile liability, and employer's liability insurance policies in accordance with the requirements specified above for each of those insurance policies.

e. **Professional Liability**: The minimum policy limit will be $2,000,000 per claim and aggregate.

• The definition of "Covered Services" shall include the services/work included in the Contract for which the Contracting Party is responsible.

• The insurance shall extend to the Contracting Party and its legal representatives in the event of death, dissolution or bankruptcy; cover all actual or alleged acts, errors and omissions relating to or arising out of the performance of the services/work included and all liability assumed under the Contract; and provide coverage for the Contracting Party and its employees, agents, subcontractors or any person for whom the Contracting Party is responsible.

• The retroactive date must be on or prior to the date of the Contract.

• The Contracting Party must maintain coverage for occurrences happening during or that resulted from the performance of the scope of services/work included in the Contract for at least 2 years after completion of such services/work by obtaining tail coverage/an extended reporting period or maintaining its current coverage.

f. **Pollution Liability**: Applicable only to a Contracting Party providing energy audit services.

The minimum policy limit will be $2,000,000 for each claim and the annual aggregate.

• The policy must name the PRA, PHDC, the City, and their respective officers, directors, employees and agents as **Additional Insured**.

• 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 or that resulted from the performance of the scope of services/work included in the Contract for at least 2 years after completion of such services/work by obtaining tail coverage/an extended reporting period or maintaining its current coverage.

• The retroactive date must be on or prior to the date of the Contract.

• The policy must not exclude asbestos, lead, silica, mold/fungus, chlorinated solvents, oil, oil-related chemicals, petroleum, petroleum-related chemicals, diesel, diesel-related chemicals, gasoline, gasoline-related chemicals or any other environmental contaminant or pollutant, which may be encountered during construction or in the site investigation, exploration, testing, removal or cleanup.

• In lieu of providing a separate pollution liability insurance policy, coverage that satisfies this subsection f. may be endorsed to the commercial general liability or professional liability policies.