

**Attachment G-**

**PRA Insurance Requirements**

## **INSURANCE REQUIREMENTS**

**1.** Contractor and all of its subcontractors, at their own expense, shall maintain or cause to be maintained with insurance companies with a Best Rating of A- or better and licensed to do business in the Commonwealth of Pennsylvania or otherwise satisfactory to the City of Philadelphia ("Owner"), a minimum of the following insurance:

**(a)** Commercial General Liability Insurance with a general aggregate limit of Two Million Dollars (\$2,000,000), One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury (including death) and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury and One Million Dollars (\$1,000,000) for products and completed operations. The policy shall include the following coverages: blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; broad form property damage liability (including completed operations and loss of use) explosion, collapse and underground damage (XCU); public liability and property damage coverage for bodily injury, accidental death and damage to property, which may arise from operations under this Agreement and contractual liability insurance in a form sufficient to cover Contractor's indemnity under Section 8.18 of this Agreement and any implied warranties of Contractor.

**(b)** Workers' Compensation/Employer's Liability Insurance for all its employees in accordance with statutory requirements of the Commonwealth of Pennsylvania. The coverage will include an All States Endorsement. The minimum limits of liability for employer's liability insurance shall be Five Hundred Thousand Dollars (\$500,000) for bodily injury by accident for each accident, Five Hundred Thousand Dollars (\$500,000) for bodily injury by disease for each employee and Five Hundred Thousand Dollars (\$500,000) for the policy limit for bodily injury by disease.

**(c)** Automobile Liability Insurance for all owned, non-owned and hired vehicles against bodily injury (including death) and property damage with a minimum combined single limit of One Million Dollars (\$1,000,000) and coverage for contractual liability, including liability for employee injury assumed under this Agreement.

**(d)** Pollution Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) for each claim and the annual aggregate. Contractor must also obtain tail coverage, an extended reporting period or maintain Contractor's current coverage for occurrences happening during the performance of the contract for at least two (2) years after completion of the contract. The policy must not exclude asbestos, lead, silica, mold/fungus, oil, oil-related chemicals, petroleum, petroleum-related chemicals, or any other environmental contaminant or pollutant, which may be encountered during construction. In lieu of providing a separate pollution liability insurance policy, coverage may be endorsed to the commercial general liability policy.

**(e)** Excess/umbrella liability insurance with a minimum limit of Five Million Dollars (\$5,000,000) 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.

**2.** Contractor will provide Owner with the provisions from each of the required insurance policies or endorsements for each of the required insurance policies stating the following:

(a) Contractor's insurance coverage is on a primary and non-contributory basis with any insurance carried or administered by Owner, the Philadelphia Redevelopment Authority ("PRA") or the Philadelphia Authority for Industrial Development ("PAID");

(b) includes coverage for ongoing operations and completed operations;

(c) Owner, the PRA, PAID 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;

(d) includes a waiver of subrogation in favor of Owner and all of the other aforementioned additional insureds;

(e) 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 Contractor and Owner or between the Owner and any other insured or additional insured under the insurance policies;

(f) no act or omission of Owner, the PRA or their respective officers, directors, employees or agents will invalidate coverage; and

(g) Contractor shall not have a Self-Insured Retention ("SIR") on any policy greater than Fifty Thousand Dollars (\$50,000), which is the responsibility of Contractor. If Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from Owner prior to starting work. In the event any policy includes an SIR, Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).

**3.** 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 Owner.

**4.** The amount of insurance provided in Section 1 shall not be construed to be a limitation of the liability on the part of Contractor. The carrying of the insurance described shall in no way be interpreted as relieving Contractor of any responsibility or liability under this Agreement.

**5.** All insurance specified in Section 1, either by provisions in the policy or by special endorsement attached thereto, shall be primary and non-contributory, shall not be invalidated due to the acts or omissions of Owner, the PRA, PAID or each of their respective officers, directors, agents or employees and shall contain a "Cross Liability" Endorsement which provides that the insurance afforded applies separately to each insured against whom a claim is made or suit is

brought, including claims by one insured against another, except with respect to the limits of Contractor's liability.

6. Contractor, for itself and its respective insurers, hereby releases Owner, the PRA and PAID from any and all claims, demands, actions and causes of action (including, without limitation, subrogation claims), for loss or damage covered by any of the insurance maintained by Contractor, even if the loss or damage shall have been caused by the fault or partial negligence of Owner, the PRA or PAID, or anyone for whom the Owner, the PRA or PAID may be responsible. If any of the policies of insurance required under this Agreement require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.

7. All insurance shall be in full force and effect for the entire term of this Agreement. If any such insurance is due to expire during the term of this Agreement, Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to Owner, the PRA and PAID. Certificates of insurance evidencing the required coverages and additional insured endorsements must specifically reference the Property and the Subgrant Agreement dated May 27, 2015, as amended (the "Subgrant Agreement") between PAID and PRA, pursuant to which the Agreement is authorized. **The original certificates of insurance shall be submitted to PRA, to PAID at c/o PIDC, 2600 Centre Square West, 15<sup>th</sup> and Market Streets, Philadelphia, PA 19103, Attention: Vice President – Corporate Counsel, and to the Owner's Division of Risk Management at One Parkway Building, 14th Floor, 1515 Arch Street, Philadelphia, PA 19102, Attention: Barry Scott, at least ten (10) days before work is to commence.** The original certificates of insurance shall be submitted to PRA, PAID and Owner as set forth above before each renewal date. The ten (10) day requirement for advance documentation of insurance coverage may be waived in situations where such waiver will benefit the Owner, but under no circumstances shall the Contractor actually begin work (or continue work, in the case of renewal) without providing the required proof of insurance and required endorsements. Owner reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under the Agreement, including certified copies of all required endorsements, at any time upon ten (10) days prior written notice to the Contractor.

8. Insurance requirements are subject to the periodic review by Owner. Any failure, actual or alleged, on the part of Owner 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 Owner. Owner 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 above shall not be construed to be a limitation of the liability on the part of the Contractor.

9. The insurance policies must provide for at least thirty (30) days prior written notice to be given to Owner 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), Contractor 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.

**10.** Notwithstanding the minimum limits specified in Section 1, no less than the stated value for each of the insurance policies of Contractor and its subcontractors shall be available to Owner to cover Contractor's indemnity under this Agreement.