

Appendix A- 1

Insurance Requirements – PPSB - Operations, Maintenance & Support Services

Insurance. Unless otherwise approved by the City’s Risk Management Division in writing, Contractor shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Contractor’s performance of the services and the delivery of the Work. Contractor shall procure, or cause to be procured, all insurance from reputable insurers authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein shall be written on an “occurrence” basis and not a “claims-made” basis, except for the Professional Liability and Employer’s Liability which may provide claims-made coverage. In no event shall Contractor perform any services or other work until Contractor has delivered or caused to be delivered to the City’s Risk Management Division the required evidence of insurance coverage. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled, or non-renewed. Certificates of insurance evidencing the required coverage shall be submitted to the City within fifteen (15) days of execution of this agreement. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability policy. Contractor shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and noncontributory.

The City of Philadelphia, Office of Director of Finance, Division of Risk Management Dept., 1515 Arch Street, 11th Floor, Philadelphia, PA 19102-1479 must be listed as the Certificate Holder.

Insurance Coverage Requirements

(a) General and Product Liability Insurance.

1) Limit of Liability: \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City’s sole discretion, the potential risk warrants.

2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

b. Commercial Property Insurance

1. Required for all of the Contractor's equipment and personal property used in performance of the contract.
2. Must include coverage for fire, theft, and vandalism.

c. Workers' Compensation and Employers' Liability Insurance

1. Workers' Compensation: Statutory limits as required by applicable state law.
2. Employers' Liability: Minimum limits of \$500,000 each accident / \$500,000 disease policy limit / \$500,000 disease each employee.

d. Automobile Liability Insurance

1. Minimum Limit: \$1,000,000 per accident (combined single limit).
2. Coverage must apply to all owned, non-owned, and hired vehicles.

e. Umbrella/Excess Liability Insurance

1. Minimum Limit: \$5,000,000 per occurrence and in the aggregate.
2. Must apply in excess of General Liability, Auto Liability, and Employers' Liability.

f. Professional Liability / Errors and Omissions Insurance (Real Estate Services)

1. Minimum Limits: \$1,000,000 per claim and \$2,000,000 aggregate.
 2. Required for all services involving property management, real estate transactions, compliance advisement, financial reporting, or other professional duties.
 3. This coverage shall be maintained continuously for at least two (2) years following contract termination or expiration.
-

- **Additional Insured:** The City shall be named as an Additional Insured on the Contractor's Commercial General Liability, Automobile Liability, Umbrella/Excess Liability policies.
- **Primary and Non-Contributory:** All required insurance shall be primary and non-contributory to any insurance or self-insurance maintained by the City.
- **Waiver of Subrogation:** All insurance policies must include a waiver of subrogation in favor of the City.
- **Certificates of Insurance:** The Contractor shall furnish current certificates of insurance, licenses, and applicable bonds to the City prior to commencing work and annually thereafter or upon renewal.

Self-Insurance. Contractor may not self-insure any of the coverages required under the Contract without the prior written approval of the City's Risk Manager. In the event that Contractor wants to self-insure any of the coverages listed above, it shall submit to the City's Risk Management Division, prior to Contractor's commencement of services or delivery of the Work hereunder, a certified copy of Contractor's most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the City's Risk Manager. In the event the City grants such approval, Contractor understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Contractor's self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Contract by Contractor to the City, or to limit Contractor's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

Evidence of Insurance Coverage. No contract will be executed nor purchase order issued unless and until all required Certificates of Insurance evidencing all required coverages and limits are received. Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The Certificate of Insurance and must be submitted to the City's Risk Manager at the following address:

City of Philadelphia Finance Department

Division of Risk Management 1515 Arch Street, 11th Floor Philadelphia, PA 19102-1579

(Fax No.: 215-683-1718).

The City, in its sole discretion, may waive the fifteen (15) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Contractor actually begin work without providing the required evidence of insurance. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required under this Contract at any time upon fifteen (15) days written notice.