

ATTACHMENT K INSURANCE REQUIREMENTS

Insurance. Unless otherwise approved by the City’s Risk Management Division in writing, the successful respondent (hereinafter “Provider”) 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 Provider’s performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City’s Risk Management Division the required evidence of insurance coverages. 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, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability, Umbrella Liability and Cyber Liability Insurance policies. Provider 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 that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) Workers’ Compensation and Employers’ Liability.

- (1) Workers’ Compensation: Statutory Limits
- (2) Employers’ Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states’ insurance including Pennsylvania.

(b) General Liability Insurance.

- (1) Limit of Liability: \$1,000,000 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).

(c) Railroad Protective Liability Insurance.

- (1) Limit of Liability: \$2,000,000 per occurrence/\$6,000,000 aggregate for worked performed within 50 feet of an active railroad.

(d) Automobile Liability Insurance.

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Such requirement shall be \$5,000,000 per occurrence for vehicles with access to the airfield.
- (3) Coverage: Owned, non-owned, and hired vehicles.

(e) Umbrella Liability Insurance.

Limit of Liability totaling \$10,000,000 per occurrence when combined with insurance required under (a), (b) and (d) above.

(f) Professional Liability Insurance.

- (1) Limit of Liability: \$2,000,000 with a deductible not to exceed \$100,000.
- (2) Coverage: Errors and omissions.
- (3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

(g) All Risk Property Insurance.

Subcontractor is responsible for any damage to their work, materials, equipment, tools, etc. It is the responsibility of the Subcontractor to determine if any Property or Builder's Risk Coverage provided by others is adequate to protect the subcontractor. In the event that Subcontractor determines that said coverage is inadequate, Subcontractor may obtain such

insurance at Subcontractor's sole expense. In the event that a crane will be required to be supplied by Subcontractor on this project, Subcontractor shall maintain Contractors Equipment Coverage in connection with that crane including insurance coverage for expenses to re-erect the crane and Rental Reimbursement and Expediting Expense Coverages.

In addition, the Subcontractor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against City of Philadelphia, Division of Aviation and [General Contractor, Construction Manager, Prime Contractor, Owner, all the Additional Insureds] and any of their agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the work or any other type of property insurance (such as Contractor's Equipment, Installation Floater) maintained by Subcontractor

(h) If applicable, Contractors Pollution Liability Insurance.

- (1) Per Claim/Aggregate Limit:
\$2,000,000/\$2,000,000
- (2) Coverage for Mold/Fungus Included
- (3) If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least [two (2)] years after final payment.
- (4) If coverage is written on a Claims-made basis, the Subcontractor warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of this Contract (including any Design Work for this Contract); and that continuous coverage will be maintained for a period of at least [four (4)] years after final payment to provide [two (2)] years of completed operations coverage and an additional [two (2)] years to report claims that are made.

(i) If applicable, Cyber Liability Insurance.

- (1) Limit of Liability: \$1,000,000 Per Claim/Aggregate
- (2) Coverage: Information security and privacy liability that arise from the Agreement, including but not limited to: data while in transit or in the possession of any third parties hired by the Provider (such as data back-up services) to electronic system; loss of, damage to or destruction of electronic data breaches arising from the unauthorized access or exceeded access; or malicious code, viruses, worms or malware; electronic business income and extra expense as a result of the inability to access website due to a cyber attack or unauthorized access; Privacy Notification Extra Expense Coverage (including Credit Monitoring Expense).

- (3) The City of Philadelphia, its officers, employees and agents shall be named as additional insureds.
- (4) Insurance may be written on a claims-made basis provided that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of at least two (2) years after expiration or termination of this Agreement.

Self-Insurance. Provider may not self-insure any of the coverages required under the Contract without the prior written approval of the Responsible Official and the City's Risk Manager. In the event that Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City's Risk Management Division, prior to Provider's commencement of Services or delivery of any Material hereunder, a certified copy of Provider'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 Responsible Official or the City's Risk Manager. In the event the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider'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. If at the time of commencement of the Term of the Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. 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 Provider to the City, or to limit Provider's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificate of insurance 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, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1718).

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.