All contractors, vendors, and their subcontractors (Contractor) wishing to do business with ***[insert entity name here]*** must obtain and maintain insurance, at their sole cost and expense, during the Term of the Contract, subject to the following:

1. **GENERAL CONDITIONS APPLICABLE TO ALL REQUIRED INSURANCE**

Contractor acknowledges and agrees to the following concerning Required Insurance for this Contract:

1. The minimum types and limits of insurance indicated below shall be maintained throughout the Term of the Contract, unless amended hereafter.
2. Insurance shall be written with an insurer allowed to write insurance in Pennsylvania having an A.M. Best rating of A- VII or better, unless ***[insert entity name here]*** grants a specific approval for an exception.
3. Prior to commencing Work under this Contract, the Required Insurance will be in force as evidenced by a Certificate of Insurance issued by an authorized representative of the insurer and provided to ***[insert entity name here]*** Manager and accepted by ***[insert entity name here]***.
4. As respects cancellation of any Required Insurance:
5. Contractor or Contractor’s representative shall notify ***[insert entity name here]*** at ***[insert fax#, email, or other contact info]*** within two (2) business days of receipt of any notice of cancellation to Required Insurance, unless rescinded by the insurer within that period, unless b. below applies.
6. As respects any Contract for construction, Contractor will secure and provide a copy of an endorsement that provides thirty (30) days’ notice of cancellation (ten (10) days for non-payment of premium) to ***[insert entity name here]***. This notice of cancellation endorsement shall accompany any Certificate of Insurance provided to ***[insert entity name here]***.
7. The ***[insert entity name here]*** reserves the right to review insurance requirements at any time during the term of the Contract and to require Contractor to make reasonable adjustments when the Scope of Work has been expanded.
8. Contractor shall be responsible for all premium payments, deductibles, and self-insured retention specified in the Required Insurance. All deductibles and self-insured retentions greater than $5,000 shall be shown on Certificates of Insurance.
9. Required Insurance specified in this Contract is not intended and will not be interpreted to limit the responsibility of Contractor.
10. If there are any subcontractors utilized in Scope of Work under this Contract, each will need to secure and maintain the same Required Insurance as the Contractor, unless a written exception is granted by ***[insert entity name here]***.
11. If any of the Required Insurance policies are written on a claims-made basis, Contractor shall continue to maintain such insurance for a period of two (2) years after termination. The limits of liability and the extensions to be included remain the same. Contractor must comply with one of the following additional conditions:
12. Agree to provide Certificates of Insurance to ***[insert entity name here]*** evidencing the claims-made insurance for the period above. Such certificates shall evidence a retroactive date no later than the beginning of Work under the Contract; or
13. Purchase an extended reporting period endorsement for each such claims-made policy in force as of the date of termination of the Contract, and evidence the purchase of this extended reporting period endorsement by means of a Certificate of Insurance and a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of Work under the Contract.
14. **REQUIRED INSURANCE COVERAGE**
15. **Workers’ Compensation and Employers’ Liability Insurance:**

Insurance covering the statutory obligations of the Contractor in accordance with the Pennsylvania Workers’ Compensation Law and employers’ liability with minimum limits of $500,000 each accident for bodily injury by accident; $500,000 each employee for bodily injury by disease; and $500,000 policy limit for bodily injury by disease. These limits of liability may be satisfied with a combination of employers’ liability and umbrella excess or excess liability.

1. **Commercial General Liability Insurance:**

Coverage with a combined single limit of not less $1,000,000 per occurrence, $2,000,000 general aggregate and $1,000,000 products/completed operations aggregate.

This insurance shall include coverage for bodily injury and property damage claims assumed by the Contractor in the Contract. This insurance shall name ***[insert entity name here]*** of Warren and its elected and appointed officials and employees as additional insured for any claims caused in whole or in part by the negligent acts of Contractor or anyone for whom they are responsible on a primary and non-contributory basis.

As respects any Contract for construction:

1. The general aggregate limit shall apply on a per project basis; and
2. The additional insured status shall apply for ongoing operations and completed operations, with coverage provided for two (2) years following Substantial Completion or the warranty period, whichever is longer.

The additional insured endorsement(s) required above shall accompany any Certificate of Insurance provided to ***[insert entity name here]***.

1. **Business Auto Liability Insurance:**

Insurance with a Combined Single Liability limit of $1,000,000 any one accident. Coverage for owned, non-owned and hired autos shall be included.

1. **OTHER INSURANCE THAT MAY BE REQUIRED**

If the box is checked next to the insurance below, it will be considered part of Required Insurance.

**Umbrella or Excess Liability Insurance:**

This insurance shall provide minimum limits of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each occurrence and aggregates with scheduled underlying insurance of Commercial General Liability, Business Auto Liability, and Employers’ Liability insurance. All insureds on underlying insurance shall be insureds on this insurance to the same extent as provided by underlying insurance.

**Professional Liability Insurance:**

Required when the Scope of Work includes any professional services. Contractor shall maintain professional liability insurance at minimum limits of $\_\_\_\_\_\_\_\_\_\_\_\_ each claim and annual aggregate, for claims arising from actual or alleged acts, errors, or omissions in the rendering or failure to render professional services of the kind specified in the Scope of Work.

**Property Insurance:**

For all property owned by Contractor and used in or a part of the Work under this Contract, Contractor shall maintain all-risk (Special Form) property insurance, in amounts not less than the insurable replacement cost of such property. This insurance shall also cover any consequential loss of income or extra expense resulting from loss of or damage to Contractor’s covered property, in amounts sufficient to protect Contractor’s interests. Contractor waives all right of recovery from ***[insert entity name here]*** for loss of or damage to Contractor’s property and consequential loss of income or extra expense. If any property is to be transferred to ***[insert entity name here]*** as part of this Contract, the risk of loss shall remain with Contractor until the property has been accepted by ***[insert entity name here]***, including property in storage or in transit.

**Contractor’s Pollution Liability:**

This insurance shall provide minimum limits of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each claim and aggregate for pollution claims resulting from Work under the Contract with coverage provided for two (2) years following Substantial Completion or the warranty period, whichever is longer. This insurance shall name ***[insert entity name here]***and its elected and appointed officials and employees as additional insured for any claims caused in whole or in part by the negligent acts of Contractor or anyone for whom they are responsible on a primary and non-contributory basis.

The additional insured endorsement(s) required above shall accompany any Certificate of Insurance provided to ***[insert entity name here]***.

**Cyber and Privacy Liability:**

Required if the Contract permits Contractor to have access to ***[insert entity name here]***’s confidential information including personally identifiable information or computer systems or credit card payment systems, with minimum limits of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each claim and aggregates. Any Contract subject to PCI DSS requirements shall have limits of $\_\_\_\_\_\_\_\_\_\_\_\_\_ each claim and aggregates that insures against PCI DSS assessments. This insurance shall be maintained for two (2) years following termination of the Contract

**Commercial Crime Insurance:**

Employee theft insurance with minimum limits of $\_\_\_\_\_\_\_\_\_\_\_\_ each loss. Further, minimum limits are subject to not less than \_\_\_% of ***[insert entity name here]*** funds provided to or under control of Contractor.

1. **REQUIREMENTS FOR CERTIFICATES OF INSURANCE**
2. Must be dated and signed by the Insurer’s authorized representative.
3. The “INSURED” section name and address must match Contractor name and address on the contract.
4. The “INSURERS AFFORDING COVERAGE” section must be completed listing the name of the insurance carrier and its National Association of Insurance Commissioners (NAIC) number.
5. The “INSR LTR”, “ADDL INSRD”, “TYPE OF INSURANCE”, “POLICY NUMBER”, “POLICY EFFECTIVE DATE” and “POLICY EXPIRATON DATE”, “LIMITS” sections must be completed along with appropriate check boxes to illustrate scope of coverage being certified.
6. The policy(ies) must be in effect on the date the certification is presented.
7. Under “DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES”, all Certificates of Insurance shall:
8. Specify ***[insert entity name here]*** and its elected and appointed officials and employees are additional insureds.
9. Indicate the Contract for which the Certificate is being issued.
10. All Certificates of Insurance must be originals or electronic images of originals.
11. Certificates of Insurance must be obtained for each job and at each renewal of the Contractor’s Required Insurance.