

# **Parks and Recreation**

## **PERMITEE (INCLUDING SUBCONTRACTORS)**

### **INSURANCE REQUIREMENTS**

Permittee shall procure and maintain and shall cause its subcontractors to procure and maintain, at their sole cost and expense insurance of the types and minimum limits of coverage specified below for the length of time of the Permit. All insurance shall be procured 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 the Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. **In no event shall Permittee exercise any rights under the Permit until the required evidence of insurance has been furnished. The City of Philadelphia and its officers, employees and agents, shall be named as additional insureds on the General Liability policy required hereunder. Such policy shall have an endorsement stating that the coverage afforded the additional insureds will be primary to any other coverage available to them.**

1. Workers' Compensation and Employers' Liability
  - a. Workers Compensation – Statutory Limits;
  - b. Employers Liability:  
\$100,000 Each Accident - Bodily Injury by Accident;  
\$100,000 Each Employee - Bodily Injury by Disease;  
\$500,000 Policy limit - Bodily Injury by Disease;
  - c. Other states endorsement including Pennsylvania.
2. General Liability Insurance
  - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 for products and completed operations.
  - b. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors as additional insureds; employees and volunteers as Insureds; cross liability; and broad form property damage (including completed operations) liability; and explosion, collapse and underground hazards.
3. Commercial Automobile Liability Insurance
  - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability;
  - b. Coverage: Owned, hired and non-owned vehicles.
4. Professional Liability Insurance (Required of any Permittee completing boring work)

- a. Limit of Liability: \$1,000,000 per occurrence
  - b. Coverage: Errors and Omissions;
  - c. Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences arising out of the performance of work under the Permit shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after the expiration of the Permit.
5. Contractor’s Pollution Legal Liability  
(Required of any Permittee completing boring work)
- a. Limit of Liability: \$1,000,000 each incident/\$1,000,000 aggregate for bodily injury (including death) and property damage.
  - b. Coverage shall include sudden, accidental and gradual occurrences and may be written on a claims-made basis provided that coverage for occurrences happening during the term of this contract be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years beginning from the time the work under this contract is completed.

Certificates of insurance must be delivered to the City of Philadelphia, evidencing the required coverage to the following address upon execution of the Permit.

City of Philadelphia  
Parks & Recreation  
c/o Susan Buck  
1515 Arch Street, 10<sup>th</sup> Floor  
Philadelphia, PA 19102.

RMD: 3/3/17

Client#: 334037

APCONST1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A: Old Republic General Insurance Corp., INSURER B: Allied World National Assurance Company, INSURER C, INSURER D, INSURER E, INSURER F

COVERAGES, CERTIFICATE NUMBER, REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS, LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Philadelphia and its officers, employees and agents are included as Additional Insureds on the above-referenced Commercial General Liability Policy on a primary basis if required by written contract.

CERTIFICATE HOLDER, CANCELLATION

City of Philadelphia Parks and Recreation c/o Susan Buck 1515 Arch Street, 10th Floor Philadelphia, PA 19102. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: W. Michael Rogerson



PHILADELPHIA  
PARKS & RECREATION

SEND TO:

PHILADELPHIA PARKS & RECREATION  
ONE PARKWAY BUILDING, 10TH FLOOR  
1515 ARCH STREET  
PHILADELPHIA, PA. 19102

DATE OF APPLICATION

**APPLICATION FOR PERMIT**

**APPLICATION FOR PERMIT TO:**

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> ERECT POLES              | } <i>Submit plans, if required.<br/>If temporary, state when<br/>poles will be removed.</i> | <input type="checkbox"/> CONTRACTUAL WORK ON PRIVATE PROJECT | <i>(Adjacent to Park)</i>                             |
| <input type="checkbox"/> REMOVE POLES             |   | <input type="checkbox"/> TEST BORING                         |   |
| <input type="checkbox"/> HAULING                  | <input type="checkbox"/> DUMPING  | <input type="checkbox"/> TRUCK MOVEMENT ON PARK ROADS        | <i>(List truck numbers under "Equip. to be Used")</i> |
| <input type="checkbox"/> CONTRACTUAL WORK IN PARK |   | <input type="checkbox"/>                                     |   |

NAME OF COMPANY	TELEPHONE	PRINCIPAL TO CONTACT
ADDRESS	E-MAIL	PERSON IN CHARGE OF OPERATION
SUB-CONTRACTOR	SUB-CONTRACTOR TELEPHONE	SUB-CONTRACTOR PERSON IN CHARGE OF OPERATION
SUB-CONTRACTOR	SUB-CONTRACTOR TELEPHONE	SUB-CONTRACTOR PERSON IN CHARGE OF OPERATION
LOCATION <i>(Specify job site)</i>	DISTRICT	AREA
LENGTH OF TIME TO COMPLETE <i>(Give intended completion date)</i>		

WORK TO BE PERFORMED *(Give details; if City Contract, give number and date)*

EQUIPMENT TO BE USED *(Give loaded and tare weights)*

**DO NOT WRITE BELOW - THIS AREA FOR PHILADELPHIA PARKS & RECREATION USE**

PERMIT DISAPPROVED, REASON:

- PERMIT APPROVED: This permit is issued to the company for the purposes and conditions stated in the application above with the following qualifications and conditions:
1. Permit is not valid for use by any subsidiary company unless listed below:
  2. This permit is cancelled if any employee of the company uses it for purposes other than herein specified.
  3. PP&R reserves the right to withdraw this permit, and issue a "Stop Work Order," if work is being performed in an unsatisfactory manner.
  4. Permittee will immediately stop work upon notification of PP&R Stop Work Order.
  5. Permittee will restore any damage to turf, soils, sidewalks, or structures.
  6. Permittee will restore areas of unauthorized damage to vegetation in accordance with "PPR/PWD – STANDARDS for NATIVE TREE / SHRUB PLANTING and HERBACEOUS SEEDING" specifications.
  7. Permittee shall protect Site and nearby areas from vehicle's tires, track, etc. by using plywood or other weight distribution materials.
  8. Permittee shall keep vehicles must stay off lawn, walks and trails. Must not block walks or trails.
  9. Permittee shall remove and dispose of drill spoils in accordance with all applicable laws.
  10. Permittee Shall clearly mark all well caps.
  11. Permittee shall repair all damage that occurs in connection with Permittee's work.
  12. Permittee shall secure excavated areas either by fencing or a cap over the area, with proper signage.
  13. Permittee shall post signage for pedestrians stating that site is a work area, closed to pedestrians.
  14. Once excavation site is filled and tamped, Permittee shall place stakes and caution tape around it.
- INSURANCE:** Permittee must submit with this application a "Certificate of Insurance" that lists the City of Philadelphia as additionally insured and that complies with the attached insurance requirements.

**KEEP THIS PERMIT ON SITE AND WITH EACH VEHICLE AT ALL TIMES**

Additional Notes Below: Permittee, intending to be legally bound, agrees to comply with the attached provisions. Permittee shall cause each of its Contractors to comply with this Permit, including the attached provisions. A Violation of this Permit by any of Permittee's contractors is deemed a violation of this Permit by Permittee. This Permit is effective on date stated beneath the signature of the Park Manager ( the " **Effective Date**").

TO:

\_\_\_\_\_  
Roger S Tenant Jr, Park Manager, Philadelphia Parks and Recreation

\_\_\_\_\_  
Effective Date

Cc: