

APPENDIX A
to Purchase Order

Community College of Allegheny County

**INSURANCE / INDEMNIFICATION REQUIREMENTS
OF THE VENDOR**

1.0 INSURANCE

1.1 General. Vendor shall procure, before the Contract Services are commenced hereunder, and maintain at its own cost and expense, during the entire period of the performance under this Agreement, the types and amounts of insurance listed in this Section 1 with insurance companies with a Best's Rating of not less than A-, VII .

1.2 Worker's Compensation and Employer's Liability.

- a) Workers' Compensation - Statutory Limits
- b) Employer's Liability in an amount not less than:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease - Policy Limit
 - \$1,000,000 Disease - Each Employee

1.3 Commercial General Liability/ Umbrella Liability.

In an amount not less than:

- \$2,000,000 General Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence
- \$1,000,000 Product Liability
- \$10,000,000 Umbrella

1.4 Business Automobile Liability.

With a Combined Single Limit not less than:

- \$10,000,000 Each Accident

This can be a combination of primary and umbrella.

1.5 Additional requirements with respect to 1.3 and 1.4 above:

- a) Policies shall provide that Community College of Allegheny County (CCAC), its officers, employees, agent and board members be named as an Additional Insured for Vendor's full limits of

coverage on a primary basis, but in no case less than the limits specified.

- b) Policies shall be endorsed with a waiver of subrogation clause to the extent the claim is or should have been covered by insurance.
- c) If Claims Made coverage is provided, the policy retroactive date shall be effective prior to the date of this Agreement and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least 24 months after completion of the Contract Services.

1.6 Certificate of Insurance / Approval.

- a) Prior to the commencement of any work or services under this Contract, Professional shall furnish the CCAC Purchasing Department with a Certificate of Insurance evidencing the required coverages, conditions, and limits required by this Contract at the following address: **Community College of Allegheny County, Attn: Mike Cvetic, Director of Purchasing, 800 Allegheny Avenue, Pittsburgh, PA 15233 (mcvetic@ccac.edu).**
- b) CCAC shall be given a minimum of 30 days' notice in the event of a material change or cancellation of any of the insurance required. The fact that Vendor has obtained the insurance required in this Agreement shall in no manner lessen nor affect Vendor's other obligations set forth in any provision of this document or the Contract.

1.7 Waiver of Subrogation. Insurance companies providing the required insurance coverages must waive all rights against Community College of Allegheny County, affiliates and subsidiaries, all of their respective officers, directors, employees, and agents for recovery of damages to the extent these damages are covered by the above referenced insurance.

2.0 INDEMNIFICATION. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless the Community College of Allegheny County, its trustees, officers, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Professional, its agents, employees, or any tier of its subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements of this Contract will in no way be construed as limiting the scope of indemnification in this Paragraph.