

**NYCHA Insurance Requirements
Template 19 - New Construction – HUD 5370**

TYPE OF INSURANCE	MINIMUM LIMITS	REQUIRED POLICY TERMS & CONDITIONS
Workers' Compensation & Employer's Liability	Workers' Compensation & Employer's Liability insurance coverage compliant with the statutory requirements of the State of New York.	Form: As required by the State of New York. Endorsements: <ul style="list-style-type: none"> • Waiver of Subrogation
Commercial General Liability	\$5,000,000 per Occurrence \$5,000,000 General Aggregate \$5,000,000 Products/Completed Operations \$5,000,000 Personal/Advertising Injury	Form: General Liability Form ISO CG 00 01 or equivalent Endorsements: <ul style="list-style-type: none"> • NYCHA Named or Included as Additional Insured • Waiver of Subrogation • Primary & Non-Contributory Clause
Business Auto Liability Requirement may be waived if no vehicles will be operated on or from NYCHA premises and no vehicles will be used to transport NYCHA staff, residents or others on NYCHA's behalf.	\$1,000,000 Combined Single Limit of Liability for Bodily Injury & Property Damage	Form: Business Auto Form CA 00 01 or equivalent Endorsements: <ul style="list-style-type: none"> • NYCHA Named or Included as Additional Insured • Waiver of Subrogation
Pollution/Environmental Legal Liability	\$2,000,000 Each Claim & Aggregate	Form: Policy may not exclude hazardous materials subject to the scope of work performed for NYCHA. Policy must include coverage for on-site and off-site conditions, including transit, arising out of scope of work performed for NYCHA. Endorsements: <ul style="list-style-type: none"> • NYCHA Named or Included as Additional Insured • Waiver of Subrogation
Builders Risk	As required by HUD Form 5370	As required by HUD Form 5370

(Important! See Additional Insurance Compliance Information on Page #2)

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Additional Insurance Compliance Information & Guidance

Complete insurance requirements are included in the contract awarded to the NYCHA contractual partner. It is the sole responsibility of NYCHA's contractual partner to review all requirements with their insurance professionals to confirm the appropriate insurance is in place as required by the contract. In the event of a conflict between the below and any provisions of the contract, including general conditions therein, the terms of the contract shall prevail.

Warning – Assumption of Risk

Under the terms and conditions of the contract, NYCHA's contractual partners may be financially responsible to defend, indemnify and/or hold NYCHA and certain other entities in contract with NYCHA harmless from certain costs resulting from claims arising out of or in any way related to the services provided to NYCHA, whether or not covered by insurance. It is the sole responsibility of NYCHA's contractual partner to review these requirements with legal counsel prior to signing a contract.

Additional Insurance Requirements:

1. **Covered Operations** – Insurance policies may not exclude claims arising from any activity, scope of work or permitted use provided for under the contract.
2. **Liability Policies - New York Labor Law / Employers' Liability Over-Action** - Liability Policies must include industry standard provisions related to the severability of interests and/or separation of insureds and rights of crossclaim. Policies may not exclude claims for bodily injury asserted against NYCHA by an employee or agent of the insured or any subcontractor of the insured, commonly known as "over-actions" or "NY Labor Law" claims.
3. **Insurers** - Policies must be placed with insurers authorized to do business in the State of New York with a minimum AM Best Rating of "A- VII"
4. **Blanket Terms & Conditions** - Required Policy Terms & Conditions such as Additional Insured, Waiver of Subrogation and Primary/Non-Contributory Insurance can be satisfied by blanket policy provisions.
5. **Proof of Insurance** – General/Prime/Direct Contractors or contractual partners shall submit evidence of insurance as and when directed by NYCHA. Subcontractors shall submit evidence of insurance to the General/Prime/Direct Contractor, who shall deliver the same to NYCHA upon request. Failure of NYCHA to monitor compliance with any of these requirements is not a waiver of any requirement.
6. **Failure to Comply** - may result in default/breach of contract, withholding of payments to contractors/vendors, removal proceedings against lessees, licensees or other occupants of NYCHA premises, and additional remedies available to NYCHA under contract, at law, or in equity.