

NYCHA Insurance Requirements
Template 21 – Design-Build- Low-Med Risk

| 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 | \$10,000,000 per Occurrence \$10,000,000 General Aggregate \$10,000,000 Products/Completed Operations \$10,000,000 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 | \$1,000,000 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 |
| Professional Liability (Errors & Omissions) | \$3,000,000 Per Claim & Aggregate | Form: Claims-made form |
| Builders Risk | As required by HUD Form 5370 | As required by HUD Form 5370 |

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

NYCHA Insurance Requirements
Template 21 – Design-Build- Med-High Risk

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

Warning – Assumption of Risk

Under the terms & conditions of the contract, NYCHA contractual partners may be financially responsible to indemnify, defend and/or hold NYCHA harmless from costs resulting from claims arising out of 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. **Completed Operations** - With respect to Completed Operations coverage, the Design/Build Partner must either a) continue to carry insurance at the required limit for sixty months (five years) following the date of final acceptance of the Design/Build project or b) purchase sixty months (five years) of extended completed operations coverage, in either event, guaranteeing that completed operations liability insurance will continue to be applicable on a per occurrence basis for no less than sixty months (five years) following NYCHA's final acceptance of the Design/Build Project.
4. **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"
5. **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.
6. **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.
7. **Failure to Comply** - may result in default/breach of contract, withholding of payments to vendors, removal proceedings against lessees, licensees or other occupants of NYCHA premises, and additional remedies available to NYCHA under contract or law.