

## Category 1- No Elevation

1. **INSURANCE TO BE MAINTAINED BY CONTRACTOR** (In addition to the contract describing the work to be performed, the remuneration and Hold Harmless Agreement in favor of Albany Housing Authority).

Prior to commencing work under this Agreement, the Contractor, at its own cost and expense, shall procure and maintain insurance for the coverage's listed below, until all services to be rendered in connection with the Project have been fully completed or such longer period of time as is specifically required herein and written for not less than the limits specified for each coverage or required by law, whichever is greater, and including the provisions enumerated below:

1.1. Commercial General Liability

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	1,000,000 aggregate
Personal Injury & Advertising Injury Limit	1,000,000 each person
General Aggregate	2,000,000 per project

Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability, Products/Completed Operations, Pollution, explosion, collapse and underground hazards, or Personal Injury shall be permitted.

1.2. Automobile Liability

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily Injury & Property Damage	\$1,000,000 each accident
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- 1.3. Workers' Compensation & Employers' Liability and New York Disability Benefits Law  
Statutory coverage complying with the law of New York State.

1.4. Excess "Umbrella" Liability

Combined Single Limit for Bodily Injury & Property Damage	\$1,000,000 each occurrence 1,000,000 aggregate
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Coverage is to apply on an occurrence basis only; in excess of the other Liability coverage's required in 1.1, 1.2, and 1.3 above and shall be no more restrictive than such scheduled underlying insurance. This coverage is to be maintained for a period of three years after final acceptance of the work.

1.5. Additional Insured

The following entities shall be named as Additional Insureds (separate certificate for each) as their interest may appear under the Commercial General Liability and Excess "Umbrella" Liability policies providing coverage for both ongoing and completed operations:

<<Insert Sites>>

The insurance protection afforded to these Additional Insureds under the Commercial General Liability and Excess “Umbrella” Liability policies shall apply as primary insurance with respect to any other insurance afforded to the Additional Insureds.

Wording for Description of operations on Accord form: The certificate holder is to be named as an Additional Insured *on a Primary Basis*

1.6. Deductibles or Self-Insured Retentions

Deductibles or self-insured retentions of up to \$10,000 shall be permitted with the understanding that Contractor (and not AHA) shall be responsible for such deductible or self-insured retention. Deductibles or self-insured retentions greater than \$10,000 shall require the approval of AHA.

1.7. Cross Liability

If the Contractor’s liability policies do not contain the standard ISO Separation of Insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage.

1.8. Evidence of Insurance

The Contractor shall deliver to AHA, prior to commencement of the work, Certificates of Insurance acceptable to AHA certifying that policies of insurance for the required coverage’s have been issued and are in effect and comply with the requirements herein.

## Category 2- Elevation

**1. INSURANCE TO BE MAINTAINED BY CONTRACTOR** (In addition to the contract describing the work to be performed, the remuneration and Hold Harmless Agreement in favor of Albany Housing Authority).

Prior to commencing work under this Agreement, the Contractor, at its own cost and expense, shall procure and maintain insurance for the coverage's listed below, until all services to be rendered in connection with the Project have been fully completed or such longer period of time as is specifically required herein and written for not less than the limits specified for each coverage or required by law, whichever is greater, and including the provisions enumerated below:

1.1. Commercial General Liability

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	1,000,000 aggregate
Personal Injury & Advertising Injury Limit	1,000,000 each person
General Aggregate	2,000,000 per project

Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability, Products/Completed Operations, Pollution, explosion, collapse and underground hazards, or Personal Injury shall be permitted.

1.2. Automobile Liability

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily Injury & Property Damage	\$1,000,000 each accident
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1.3. Workers' Compensation & Employers' Liability and New York Disability Benefits Law Statutory coverage complying with the law of New York State.

1.4. Excess "Umbrella" Liability

Combined Single Limit for Bodily Injury & Property Damage	\$5,000,000 each occurrence 5,000,000 aggregate
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Coverage is to apply on an occurrence basis only; in excess of the other Liability coverage's required in the sections above and shall be no more restrictive than such scheduled underlying insurance. This coverage is to be maintained for a period of three years after final acceptance of the work.

1.5. Additional Insured

Additional Insured

The following entities shall be named as Additional Insureds as their interest may appear under the Commercial General Liability and Excess "Umbrella" Liability policies providing coverage for both ongoing and completed operations:

1. <INSERT ENTITY>

## Category 2- Elevation

The insurance protection afforded to these Additional Insureds under the Commercial General Liability and Excess “Umbrella” Liability policies shall apply as primary insurance with respect to any other insurance afforded to the Additional Insureds.

Wording for Description of operations on Accord form: The certificate holder is to be named as an Additional Insured *on a Primary Basis*

### 1.6. Financial Rating of Insurers

The insurance companies providing the required coverage’s shall be licensed to do so in New York State, and shall be rated no lower than “A-” by the most recently Best’s Key Rating Guide or Best’s Agent’s Guide, and shall have a Best’s Financial Size Category of not less than VIII, unless otherwise agreed to by AHA.

### 1.7. Deductibles or Self-Insured Retentions

Deductibles or self-insured retentions of up to \$10,000 shall be permitted with the understanding that Contractor (and not AHA) shall be responsible for such deductible or self-insured retention. Deductibles or self-insured retentions greater than \$10,000 shall require the approval of AHA.

### 1.8. Cross Liability

If the Contractor’s liability policies do not contain the standard ISO Separation of Insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage.

### 1.9. Evidence of Insurance

The Contractor shall deliver to AHA, prior to commencement of the work, Certificates of Insurance acceptable to AHA certifying that policies of insurance for the required coverage’s have been issued and are in effect and comply with the requirements herein.

**PROFESSIONAL SERVICES- ARCHITECTS, ENGINEERS, ACCOUNTANTS OR OTHER PROFESSIONALS**

1. **INSURANCE TO BE MAINTAINED BY CONTRACTOR** (In addition to the contract describing the work to be performed, the remuneration and Hold Harmless Agreement in favor of Albany Housing Authority.

Prior to commencing work under this Agreement, the Contractor, at its own cost and expense, shall procure and maintain insurance for the coverage's listed below, until all services to be rendered in connection with the Project have been fully completed or such longer period of time as is specifically required herein and written for not less than the limits specified for each coverage or required by law, whichever is greater, and including the provisions enumerated below:

1.1. Commercial General Liability

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	1,000,000 aggregate
Personal Injury & Advertising Injury Limit	1,000,000 each person
General Aggregate	2,000,000 per project

Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability, Products/Completed Operations, Pollution, explosion, collapse and underground hazards, or Personal Injury shall be permitted.

1.2. Workers' Compensation & Employers' Liability and New York Disability Benefits Law  
Statutory coverage complying with the law of New York State.

- 1.3. Professional Liability (as required for specific projects)  
Wrongful Acts Coverage for Professional Contractors \$1,000,000

Professional Liability coverage will be required mostly for Architects, Engineers, Accountants, or other Professionals.

Coverage is to apply on an occurrence basis only; in excess of the other Liability coverage's required in 1.1, 1.2, and 1.3 above and shall be no more restrictive than such scheduled underlying insurance. This coverage is to be maintained for a period of three years after final acceptance of the work.

1.4. Additional Insured

The following entities shall be named as Additional Insureds (separate certificate for each) as their interest may appear under the Commercial General Liability policy providing coverage for both ongoing and completed operations:

<<INSERT SITES>>

The insurance protection afforded to these Additional Insureds under the Commercial General Liability shall apply as primary insurance with respect to any other insurance afforded to the Additional Insureds.

Wording for Description of operations on Accord form: The certificate holder is to be named as an Additional Insured *on a Primary Basis*

1.5. Deductibles or Self-Insured Retentions

Deductibles or self-insured retentions of up to \$10,000 shall be permitted with the understanding that Contractor (and not AHA) shall be responsible for such deductible or self-insured retention. Deductibles or self-insured retentions greater than \$10,000 shall require the approval of AHA.

1.6. Cross Liability

If the Contractor's liability policies do not contain the standard ISO Separation of Insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage.

1.7. Evidence of Insurance

The Contractor shall deliver to AHA, prior to commencement of the work, Certificates of Insurance acceptable to AHA certifying that policies of insurance for the required coverage's have been issued and are in effect and comply with the requirements herein.