Metropolitan Transportation Authority

MTA GUIDELINES for INSURANCE SUBMISSION & GENERAL INSTRUCTIONS FOR COMPLETING ACORD FORMS

APPLICABLE TO ALL MTA/AGENCY AGREEMENTS

Policies must be written by carriers with an AM Best rating of A-/VII or better to be acceptable to the MTA & its agencies.

I. INTRODUCTION

This instruction sheet details mandatory acceptance guidelines for providing evidence of insurance to the MTA. It is divided into **three parts:**

I. the Introduction – page 1
II. General Insurance Requirements (Highlights Only), (pages 1-2)
III. Specific Requirements for completing ACORD forms 25, 101 and 855 (pages 3-4)

Read this document carefully and comply with all requirements outlined herein. You must also read your agreement for specific insurance requirements.

A. Initial Insurance

Before any work begins, the Contractor must submit evidence of all insurance policies to the Agency/MTA at the address provided in the Insurance Section C of the solicitation documents:

Certificates of insurance may be submitted as evidence of insurance unless otherwise noted in the Agreement. The following ACORD forms (or their equivalent) are suitable for submission of insurance:

a. ACORD 25 (2016/03) – Certificate of Liability Insurance
b. ACORD 101 (2008/01) – Additional Remarks Schedule
c. ACORD 855 (2014/05) – New York Construction Certificate of Liability Insurance Addendum

B. Policy expiration dates may not be within 30 days of submission unless written assurance from the authorized broker or insurer that the policy/policies will be renewed and submitted with the same terms and conditions as the certificate.

C. Renewal Insurance: Evidence of renewal insurance must be submitted electronically. It should be sent to the contract-specific email address received from Complianz™, the MTA's Certificate of Insurance Tracking System. **Do not mail hard copies to risk management.**

II. GENERAL INSURANCE REQUIREMENTS (Highlights Only. Please refer to the agreement for specific insurance requirements):

A. . Workers' Compensation –

- The New York State Insurance Fund form is acceptable.
- If a company is located out of state, an "Other States" endorsement is required.
- Exempt organizations may provide the approved CE-200 or documentation from their accountant or attorney confirming their exempt status.

B. General Liability (refers to primary and umbrella/excess liability policies)

- The General Liability policy shall provide coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01).
- The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the contract.
- The umbrella/excess liability policies shall be written on a "drop-down" and "following form" basis, with only such exceptions expressly approve in writing by MTA. Such insurance shall be maintained for the entire term of the contract.
- A physical copy of the required additional insured endorsements (Refer to your agreement or Solicitation document).

C. Railroad Protective Liability (RRPL)/Builder's Risk (including Installation Floater)

- An insurance Binder must be provided pending issuance of actual policy.
- The binder must list all required "Named" and/or "Additional Named" insureds, as applicable.
- Actual policies must be submitted within 30 days from issuance of Binder.

D. Environmental Coverages (contractor or sub-contractor may provide):

- Contractor's pollution liability coverage must be endorsed to include the additional insureds per terms of contract, and a copy of the physical endorsement must accompany the certificate of insurance.
- Pollution legal liability coverage must be Evidence can be satisfied by ONE of the following":
  - Standalone pollution legal liability policy listing the non-owned disposal site;
  - A non-owned disposal site endorsement to the contractor's pollution liability policy;
  - A certificate of insurance from the disposal facility adding the applicable agency/agencies as additional insured;
- The hauler must provide evidence of their business auto liability policy with copies of the MCS90 & CA9948 endorsement.

E. Joint Venture

- If the Contractor/Consultant is a joint venture, the joint venture shall provide evidence of liability insurance in the name of the joint venture.
  - If insurance is not purchased in the name of the joint venture, the member with the majority ownership interest in the joint venture must endorse its general liability policy to name the joint venture as an "Additional Named" insured.

III. SPECIFIC REQUIREMENTS FOR COMPLETING ACORD 25, 101 and 855

Certain forms have special guidelines, all of which are included in the sample forms that you will receive in your solicitation packet. Please adhere to those guidelines as you fill out ACORD 25, 101 and 855. In addition, please take note of the following special instructions:

A. For ACORD 25

This form is your certificate of liability insurance. You are required to fill out the form's fields as indicated below. (Refer to your agreement for detailed insurance requirements):

a. **General Liability**

i. Indicate applicable self-insured retention for policy.

ii. General aggregate limit must indicate whether it applies for policy, project, or location.

b. **Workers' Compensation**

i. Details must be entered for USLH, Jones Act and "Other States" coverage in adjoining row of blank boxes, if applicable.

ii. Per Statute requirements must be referenced in limits column.

c. **Umbrella/Excess Policy**

i. Umbrella and Excess coverages must be denoted by corresponding checkboxes. Underlying policies are to be identified in Additional Remarks Schedule (ACORD 101) to verify adequate insurance.

d. **Provide the following information in the Description of Operations/Locations section:**

i. The Contract "*reference number*" provided in solicitation and/or awarded contract: Provide ONE of the following: Purchase Order (PO No), SSE ID, Requisition (REQ ID) or Contract ID. **For example, if you are providing a Purchase Order number, your answer should say "PO #" followed by the actual number.)**

ii. Contract name: A short description of work being performed.

iii. Contract type: Operating, Capital, Not for Benefit, Other. (Provide ONE. If you choose OTHER, please include specifics.)

iv. List required Indemnitees per contract or on Acord 101 if additional space is needed. They can be copied from MTA website. Go to this Landing page, then follow instructions: **http://www.mta.info/vendor-insurance**

e. **Certificate Holder**

List the Agency for whom the work will be performed using this format:

Agency Name/MTA
(Example: New York City Transit Authority/MTA
c/o MTA Risk and Insurance Management
2 Broadway, 21st Floor
New York, NY 10004

f. Signature of Authorized Representative

For ACORD 101

Use this form to provide evidence of additional required coverages that could not be provided on ACORD 25 and other comments. For example you should innumerate that you are compliant with required policy endorsements**.** See instructions provided on the sample forms:

i. List additional Comments/Indemnitees

ii. Demonstrate that you are compliant with required policy endorsements by enumerating them here. For example, contractor's policies provided to the Additional Insureds is primary and non-contributory

FOR ACORD 855

Use this form for agreements involving construction.

i. **Please note:** When you fill out ACORD 855, you must fill out all the requested information as indicated in red type on the sample form you. Where the "Yes" box is checked on items on the sample form, you must also be able to truthfully check "Yes" to all of the corresponding items on your form or your application will not be approved.

ii. Attach ACORD 855 to ACORD 25 and ACORD 101, when applicable, when you make your submission.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
To Be Completed	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

To Be Completed

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	SIR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

Indicate applicable SIR amount

In row of blank boxes, enter details for Workers Comp/Employers' Liability (USLH, Jones Act, Other States, etc.) when applicable

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

Indicate Agreement Reference Type and #:(Provide **ONE** of the following: PO No., SSE Id, Req Id or Contract Id)
For e.g. If this is a SSE, you would write SSE xxxxxxxx
Indicate Agreement Name:
Indicate Agreement Type: Operating / Capital / NFB / Other(Please Specify)

CERTIFICATE HOLDER

Agency / MTA
c/o MTA Risk and Insurance
Management 2 Broadway, 21st Floor
New York, NY 10004

CANCELLATION

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

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

To Be Completed

To Be Completed

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Indicate Additional Coverages per Insurance Schedule:

Carrier Name	NAIC #	Coverage	Policy Eff Date	Policy Exp Date	Limits of Liability

List Additional Comments / Indemnitees:

Note : Please refer to this link: **http://wp1.mtahq.org/mta/procurement/vendor-insurance.htm** to copy the Indemnities for your contract.

AGENCY CUSTOMER ID: _____

NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY		NAMED INSURED(S)	
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION **CERTIFICATE NUMBER:** **REVISION NUMBER:**

A. Insurer

- [X] Admitted / authorized
- [X] Excess line or free trade zone

Either one is acceptable:
-Admitted/authorized:Minimum AM Best Rating of A- and FSC of VII
-Excess: Above Best Rating AND be licensed/approved by NYS

B. General Liability (GL) policy form

- [X] ISO / ISO modified
- [ ] Other

Other may be selected, if so, declaration page must be included.

Refer to RIM if any is checked.
If anything is checked, exclusion must not apply to work involved in contract.

C. Specific operations excluded or restricted (GL policy)

- [ ] Location: _____
- [ ] Type of construction: _____
- [ ] Building height: _____
- [ ] Classifications [see attached declarations / endorsement]
- [ ] Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- [X] CG 20 10
- [ ] CG 20 26
- [ ] CG 20 32
- [ ] CG 20 33
- [X] CG 20 37
- [X] CG 20 38
- [ ] Other: #: _____ Title: _____

- CG 2010 with CG 2037 or equivalent
- CG 2038 with CG 2037 or equivalent

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- [X] Yes
- [ ] No and
- [ ] no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- [X] Yes
- [ ] No and
- [ ] no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- [X] Yes and
- [ ] no other option is available with this insurer
- [ ] No changes made

Applicable to Railroads only.

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- [X] Yes and
- [ ] no other option is available with this insurer
- [ ] No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- [ ] Yes and
- [ ] no other option is available with this insurer
- [X] No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

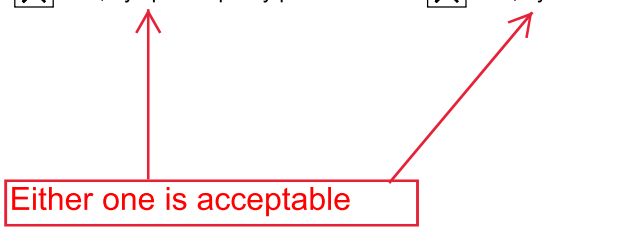
☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☒ Yes, by specific policy provision ☒ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer



_____ _____

AUTHORIZED REPRESENTATIVE SIGNATURE DATE (MM/DD/YYYY)

12. **Insurance**

SECTION A. INSURANCE REQUIREMENTS

The Permittee, at its sole cost and expense, shall obtain and maintain at all times during the term of this agreement such policies of insurance as set forth below:

i. Workers' Compensation Insurance as required by statute in the State in which the work will be performed. Employer's Liability Insurance with limits of not less than $1,000,000 bodily injury per accident; $1,000,000 bodily injury per disease; and $1,000,000 annual aggregate. For work conducted outside the State of New York, Employer's Liability Insurance requires limits of not less than $2,000,000 bodily injury per accident; $2,000,000 bodily injury per disease; and $2,000,000 annual aggregate and must provide proof that its Workers' Compensation Insurance policy has been endorsed to include "Other States Coverage."

If Permittee leases one or more employees through the use of a payroll, employee management, or other similar company, then Permittee must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability.

ii. Commercial General Liability ("CGL") Insurance covering claims for personal and advertising injury, bodily injury (including death) and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard and shall be maintained for a period of at least three (3) years after final completion, subject to the limitation of any applicable statute. The limits of such insurance shall renew annually and not be less than $2,000,000 each occurrence; $4,000,000 products and completed operations aggregate; and $4,000,000 per project general aggregate. This requirement may be satisfied by a combination of a primary CGL policy coverage with limits of not less than $1,000,000 per occurrence and follow-form Excess or Umbrella liability insurance policy(ies) which equal the total limits required above and for excess or umbrella liability insurance in item 'iv' below. The CGL and excess or umbrella liability insurance policies must be written on an occurrence basis form, and must comply with the following provisions:

- The policy shall include independent contractor and contractual liability coverages
- The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work
- The policy shall not contain any of the following exclusions: subcontractor's exclusion; construction defect exclusion; leased worker exclusion; cross liability exclusion; crane exclusion; and demolition exclusion or "explosion, collapse and underground" exclusion.
- Construction work taking place within 50 feet of a railroad must include:
  - Contractual Liability – Railroads CG 24 17 listing the Scheduled Railroad and Designated Job Site.
  - Coverage for claims for bodily injury asserted by a railroad employee of an additional insured and any Employer's Liability Exclusion which may otherwise operate to exclude such coverage shall be removed.

iii. **Business Automobile Liability Insurance** covering any owned, non- owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance or use of any such vehicle. Such insurance shall provide coverage at least as broad as the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than $2,000,000. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Permittee shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

iv. **Umbrella/Excess Liability Insurance**, with limits of not less than $3,000,000 written on an occurrence basis in excess of the limits indicated for Commercial General Liability, Employer's Liability, and Business Automobile Liability Insurance which is at least as broad as each underlying policies. The umbrella/excess liability policies shall be written on a "drop-down" and "follow form" basis, with only such exceptions expressly approved in writing by Permittor/MTA.

v. **Railroad Protective Liability Insurance** (ISO/RIMA CG 0035 or equivalent form), if any Work will be taking place within 50 feet of a railroad, subway or similar tracked conveyance or requires flag or protective measures by the Permittor/MTA or its affiliates or their respective employees, covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- The policy shall name as "Named Insureds" each of the Indemnified Parties listed under Section D.
- The limit of liability shall be not less than $2,000,000 per occurrence, subject to a $6,000,000 annual aggregate;
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA), when applicable.
- Indicate the Name and address of the designated Permittee, project location and description of work, and permit number if applicable.

vi. **Contractor's Pollution Liability Insurance (***if disposal of hazardous materials from the designated job site is undertaken or if the Work being performed in the Impact Area involves environmental or pollution exposures)* with limits not less than $2,000,000 per occurrence and general aggregate on a per project basis including completed operations coverage to be maintained for at least three (3) years after final completion of the work. Policy shall cover environmental damage resulting from pollution conditions that arise from the operations of the Permittee/Contractor, as applicable, and described under the scope of services of this contract. Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of Covered Operations. Such insurance shall include but not be limited to:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; medical monitoring

- Physical injury to or destruction of tangible property of parties other than the Insured including the resulting loss of use and diminution in value thereof; Loss of use, but not diminution in value, of tangible property of parties other than the Insured that has not been physically injured or destroyed
- Natural Resource Damages;
- Cleanup Costs
- Transportation and Non-Owned Disposal Site coverage (with no sunset clause/restricted coverage term) if the Requesting Party or the Project Contractor is disposing of contaminated material (s)
- No exclusions for asbestos, lead paint, silica or mold/fungus/legionella
- Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages

SECTION B. GENERAL INSURANCE REQUIREMENTS

The following requirements are applicable to all insurance coverages required under this agreement, except to the extent otherwise indicated.

i. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to Permittor/MTA. The insurance underwriter(s) must be duly licensed or approved Surplus Lines insurer to do business in the state where the Work is to be performed and must have a financial ratings of A-/VII or better in the most recent edition of Best's Key Rating Guide or otherwise satisfactory to Permittor/ MTA.

ii. **Insurance Policies.** The Permittee shall furnish certified copies of all insurance policies required to be maintained under this agreement within ten (10) business days after receiving Permittor/MTA's request.

iii. **Breadth of Coverage.** All policies *(except for Workers' Compensation and Professional Liability, unless otherwise noted)* shall provide coverage to the Additional Insureds, as defined below, that is at least as broad as that provided to the first named insured to each policy. In the event that any policy provided in compliance with this agreement states that the coverage provided to an additional insured shall be no broader than that required by agreement, or words of similar meaning, the parties agree that nothing in this agreement is intended to restrict or limit the breadth of such coverage. The limits of insurance stated for each type of insurance are minimum limits only. If the Permittee's policy provides greater limits, then the Additional Insureds shall be entitled to, or to share in, the full limits of such policy, and this agreement shall be deemed to require such full limits.

iv. **Right to Request Additional Insurance**. Permittee further agrees to provide, at Permittee's sole cost and expense, such increased or expanded insurance coverage as Permittor/MTA may from time to time as deem reasonable and appropriate.

v. **Additional Insureds**. All insurance required (except Workers' Compensation and Professional liability or otherwise noted), shall name the parties listed in Section D as Additional Insureds, and shall include their respective subsidiary and affiliated companies, and their Boards of Directors, officers, employees, representatives, and agents (hereinafter, collectively the "Additional Insureds"). For the Commercial General Liability insurance, additional insured coverage must be provided on ISO form or its equivalent at least as broad as CG 20 26. No other endorsement will be accepted unless approved by the Permittor/MTA.

vi. **Primary and Non-Contributory.** Each policy required, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by Permittor/MTA shall be called upon to contribute to a loss covered by insurance for the named insured.

vii. **Waiver of Subrogation.** To the fullest extent permitted by law, Permittee will require all insurance policies required to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, or (b) did not pay the insurance premium directly or indirectly, and whether or not such individual or entity has an insurable interest in any property damaged.

viii. **Self-Insured Retentions.** None of the insurance required shall be subject to any self-insured retention greater than $500,000 without Permittor/MTA's written approval.

ix. **Subcontract Agreements**. Permittee shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation ii) additional insured coverage and iii) other requirements of this Section to all tiers of subcontractors, for all insurance required of such subcontractors by Permittee for the Work.

x. **No Limitation.** Nothing in the Insurance Requirements shall be construed as limiting in any way the extent to which Permittee may be held responsible for payment of damages resulting from their operations. Permittee's obligations to procure insurance are separate and independent of and shall not limit Permittee's contractual indemnity and defense obligations. Permittor/MTA does not represent that coverages and limits required in this agreement will necessarily be adequate to protect Permittee.

xi. **Notice of Cancellation or Non-Renewal.** The Permittee agrees to notify Permittor/MTA thirty days prior to any cancellation, non-renewal or change to any insurance policies required. Notice shall be sent electronically to the ***'designated email address'*** provided to Permittee via MTA Certificate of Insurance Management System (CIMS), Complianz^{TM}.

xii. **Notice of Occurrence.** The Permittee shall file the following with the Long Island Rail Road Claims Department, Attention: Director of Claims (with a copy to the Engineer), 93-02 Sutphin Blvd – 4th Fl, Jamaica, NY 11435 : (1) a notice of any occurrence likely to result in a claim against the LIRR, which shall be filed immediately; and (2) a detailed, sworn proof of interest and loss, which shall be filed within sixty (60) days from the date of loss.

xiii. **Insurance Not in Effect.** If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permittor, the Permittor shall have the options to: (i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

xiv. **Conformance to Law**. If applicable law limits the enforceability of any of the foregoing requirements, then Permittee shall be required to comply with the foregoing requirements to the fullest extent of coverage and limits allowed by applicable law and the provisions of insurance shall be limited only to the extent required to conform to applicable law.

SECTION C. EVIDENCE OFINSURANCE

1. **Insurance Submission.** The Permittee must submit initial evidence of all required insurance to:

Agency Name:	MTA Long Island Railroad
Agency Address:	Hillside Maintenance Facility
	93-59 183rd Street, Dept. 3146
	Hollis, NY 11423
Attention:	Joseph Holzapfel, Manager – Engineering Compliance
Email Address:	jholzap@lirr.org

2. **Insurance Compliance.** After the Permittee's insurance has been approved, a "compliant message" will be sent to the Permittee via the MTA Certificate of Insurance Management System (CIMS), the Complianz™. This message will also include a "designated" email address for submission of all insurance renewals, specific to this agreement. The Permittee shall endeavor to provide renewal or replacement policies of insurance two (2) weeks from the policy expiration date with terms and conditions no less favorable than expiring.

3. **Insurance Confirmation.** Permittor/MTA's acceptance of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Permittor/MTA that the insurance requirements have been met or that the insurance policies shown in the certificate of insurance are compliant with these requirements. Failure of the Permittor/MTA to demand such certificates of insurance or other evidence of full compliance with these insurance requirements, or failure of Permittor/MTA to identify a deficiency from evidence provided, will not be construed as a waiver of the Permittee's obligation to maintain such insurance.

4. **Non-Compliant Insurance.** Permittor/MTA has the right, but not the obligation, of prohibiting the Permittee from entering the Permittor/MTA Property until Permittor/MTA receives all certificates of insurance or other evidence that insurance is compliant.

5. **Proof of Insurance:**

   a. **Acceptable Forms**
   - ACORD 25: Certificate of Insurance
   - ACORD 855: NY Construction Certificate of Liability Addendum
   - ACORD 28: Certificate of Commercial Property Insurance
   - ACORD Binder or Insurance Policy
   - Workers' Compensation (alternative forms):
     - C-105.2: Certificate of Workers' Compensation Insurance; or
     - U-26.3: Certificate of Workers' Compensation from the State Insurance Fund; or
     - GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance; or
     - CE-200 – Attestation of Exemption when Contractor meets the requirements (e.g.) Sole Proprietor

b. **Certificate of Insurance -** The following minimum details must be referenced on the certificate:
   - Policy coverage details (e.g.) policy term, per occurrence/per project; limits/sub-limits, aggregate limits, deductibles, self-insured retentions, insurance carrier name and corresponding NAIC #
   - Contract Identifier (e.g.) Contract #, RFP #, or Entry Permit #
   - Location and Description of Work
   - Additional Insureds listed in Section D including primary and noncontributory coverage and waiver of subrogation in favor of Permittor/MTA
   - Certificate Holder must list Permittor/MTA
   - Certificate of Insurance must be signed by an authorized insurance representative

c. Endorsements (*where applicable):*
   - General Liability Additional Insured (CG 20 26)
   - General Liability - Primary and Non-Contributory CG 2001 or equivalent
   - General Liability - Per Project Aggregate (CG 25 03 or equivalent)
   - Business Automobile Liability - Additional Insured, MCS 90 and CA 99 48
   - Contractor's Pollution Liability - Additional Insured, Non-Owned Disposal Site and Transportation Coverage
   - Waiver of Subrogation (most recent NCCI/ISO or equivalent as applicable)
   - Primary and Non-Contributory

d. Insurance Binder / Policy *(Applicable to Railroad Protective Liability and Builder's Risk/Installation Floater)*

An insurance binder must include the following minimum details:
   - Policy coverages and details (e.g.) policy term, limits/sub-limits, aggregate limits, deductibles, self-insured retentions, insurance carrier name and applicable NAIC #
   - Contract number or entry permit number; designated contractor; location and description of Work
   - Indemnified Parties listed must be listed as Named Insureds.
   - Binder must be issued and signed by the authorized insurance company or their authorized insurance agent
   - Binder may be accepted pending issuance of the policy. Policy must be submitted within 30 days from binder effective date.

e. Joint Venture:

Evidence of General Liability and Umbrella/Excess Liability insurance must be submitted in the name of the Joint Venture. Alternatively, each Joint Venture Party may submit separate insurance covering the Joint Venture as a Named Insured.

SECTION D. ADDITIONAL INSUREDS/INDEMNIFIED PARTIES (By Location of Work)

☑ **All LIRR Agreements:** Long Island Rail Road (LIRR), MTA Grand Central Madison Concourse Operating Company (GCMCOC), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

- ☐ **Penn Station:** Long Island Rail Road (LIRR), MTA Grand Central Madison Concourse Operating Company (GCMCOC), MTA Grand Central Madison Concourse Operating Company (GCMCOC), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein, National Railroad Passenger Corp. (Amtrak), NJ Transit Corporation, and NJ Transit Rail Operations, Inc.

- ☐ **West Side Yard:** Long Island Rail Road (LIRR), MTA Grand Central Madison Concourse Operating Company (GCMCOC), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein, National Railroad Passenger Corp. (Amtrak), NJ Transit Corporation, NJ Transit Rail Operations, Inc., Consolidated Rail Corporation and CSX Transportation Inc. and Triborough Bridge & Tunnel Authority (B&T).

- ☐ **Sunnyside Yard:** Long Island Rail Road (LIRR), MTA Grand Central Madison Concourse Operating Company (GCMCOC), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein, National Railroad Passenger Corp. (Amtrak), NJ Transit Corporation, NJ Transit Rail Operations, Inc. and New York & Atlantic Railway Company (when applicable).

- ☐ **Jamaica Station:** Long Island Rail Road (LIRR), MTA Grand Central Madison Concourse Operating Company (GCMCOC), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein, and Port Authority of NY & NJ.

- ☐ **Other:**

13. In the event any article, section, subarticle, paragraph, sentence, clause or phrase contained in this Entry Permit shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, subarticles, paragraphs, sentences, clauses or phrases of this Entry Permits, which shall remain in full force and effect as if the article, section, subarticle, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally a part thereof.

    Please find the proposed Entry Permit in duplicate, and arrange for both of the agreements to be signed by the appropriate officer of your Company, and return both copies to my attention. Upon receipt of the signed agreements, the permit fee and Insurance approval from the MTA Risk & Insurance Management (see Step 3 of the LIRR Entry Permit Guidelines), we will affect execution on behalf of the Railroad, and a fully executed agreement will be returned to you. Thank you for your cooperation.