New York City Transit Authority (the "Authority") - Not For Benefit

INSURANCE REQUIREMENTS

SECTION A. INSURANCE COVERAGES

The Permittee, at its sole cost and expense, shall obtainandmaintain at all times during the performance of the Work such policies of insurance as set forth below:

1. **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 the Permittee leases one or more employees through the use of a payroll, employee management, or other similar company, then the 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.

2. **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 following-form Excess or Umbrella liability insurance policy(ies) which equal the total limits required above and for excess or umbrella liability insurance in Section 4 below. The CGL and excess or umbrella liability insurance policies must be written 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.

3. **Business Automobile Liability Insurance**, if any owned, non-owned or hired vehicles are used by the Permittee whether on or off-site, covering the liability of the Permittee arising out of any vehicle that bears, or is required to bear, license plates according to the laws of the jurisdiction in which they are operated, and which are not covered by the Permittee's Commercial General Liability. 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 each accident on a combined single basis. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, the 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.

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

5. **Railroad Protective Liability Insurance** (ISO-RIMA 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 Authority 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 be issued to and shall name as the "Named Insureds" each of the Indemnified Parties listed under Section D below.
- 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 Contractor, location of the Work, the Contract description and Contract Number, if applicable.

6. **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 completion of the work. Policy shall cover environmental damage resulting from pollution conditions that arise from the operations of the Permittee and described under the scope of services of this agreement. 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 Permittee 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 during the performance of the Work, except to the extent otherwise indicated:

i. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to the Authority/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 rating of A-/VII or better in the most recent edition of Best's Key Rating Guide or otherwise satisfactory to the Authority/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 the Authority/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 the 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. **Wrap-Up Exclusions.** If Permittee's policies include a controlled insurance program, wrap-up policy or project specific policy exclusion, such exclusion shall be written on ISO endorsement CG 21 54 12 19. If the Permittee cannot secure that endorsement, under no circumstances shall its policies include any OCIP or wrap-up exclusionary endorsement(s) that exclude coverage under the policy when a subcontractor is not enrolled in the OCIP or when a claim occurs outside of the OCIP-defined Project site.

v. **Right to Request Additional Insurance.** The Permittee shall increase required insurance amounts upon direction by the Authority/MTA.

vi. **Additional Insureds.** All insurance required under Section A (except for Workers' Compensation, 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, 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 forms or their equivalent at least as broad as CG 20 26. No other General Liability Additional Insured endorsement will be accepted unless approved by the Authority/MTA.

vii. **Primary and Non-Contributory**. Each policy required in Section A, 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 the Authority /MTA shall be called upon to contribute to a loss covered by insurance for the named insured.

viii. **Waiver of Subrogation.** To the fullest extent permitted by applicable law, the Authority will require all insurance policies required in Section A 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.

ix. **Self-Insured Retentions.** None of the insurance required in Section A shall be subject to any self-insured retention greater than $100,000 without the Authority/MTA written approval.

x. **Subcontract Agreements.** The Permittee shall by appropriate written agreements flow down the requirements for (a) the waiver of subrogation for all required insurance, (b) additional insured coverage for all required insurance, and (c) other requirements of this Section to all tiers of Contractors, for all insurance required of such contractors by the Permittee for the Work.

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

xii. **Notice of Cancellation or Non-Renewal**. The Permittee agrees to notify the Authority /MTA thirty days prior to any cancellation, non-renewal or material change to any insurance policies required in Section A. Notice shall be sent electronically to the contract-specific email address provided to the Permittee via MTA Certificate of Insurance Management System (CIMS), ComplianzTM.

xiii. **Notice of Occurrence.** The Permittee shall immediately file with the Authority's Tort Division (with a copy to the Authority's Engineer), 130 Livingston Street, 11th Floor, Brooklyn, NY 11201, a notice of any occurrence likely to result in a claim against the Authority /MTA, and shall also file with the Torts Division detailed sworn proof of interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of the Permit Agreement/Entry Permit.

xiv. **Insurance Not in Effect:** If at any time during the performance of the Work, insurance as required is not in effect or proof thereof is not provided, the Authority /MTA shall have the

options to: (a) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (b) terminate the permission granted to the Permittee to perform the Work.

xv. **Conformance to Law.** If applicable law limits the enforceability of any of the foregoing requirements, the 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 OF INSURANCE

1. Submission of Insurance: The Permittee must submit evidence of all required insurance to the MTA C&D External Partner Program via the Asite Portal. Additional information and instructions can be found at: https://new.mta.info/agency/construction-and-development/building-near-transit/external-partner-program.

a. Acceptable Forms of Insurance:

- 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 Options):
  - 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, and insurance carrier name and corresponding NAIC #
- Contract Identifier (e.g.) Contract #, RFP #, or Entry Permit #
- Location and Description of Work
- Indemnified parties as an additional insured including primary and noncontributory coverage and waiver of subrogation in favor of the Authority/MTA
- Certificate Holder must list the Authority/MTA name and address
- 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 20 01 or equivalent
- General Liability – Per Project Aggregate, where applicable
- General Liability – Indemnified Party
- Automobile Liability - MCS 90 and CA 99 48
- Contractor's Pollution – Non-Owned Disposal Site and Transportation Coverage
- Waiver of Subrogation (most recent NCCI/ISO or equivalent as applicable)
- Joint Venture (JV) – If the Contractor/Consultant is a Joint Venture, General Liability Insurance must be provided in the name of the Joint Venture. Alternatively, a Named Insured Endorsement listing the Joint Venture may be accepted.

d. Insurance Binder/Policy *(Applicable to Railroad Protective Liability and Builder's Risk/Installation Floater).* If a policy is not submitted, the 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 as either a named insured or additional named insured
- 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.

2. Insurance Compliance: The Permittee will be notified when insurance is compliant through the assigned "contract specific" email address via the MTA Certificate of Insurance Management System (CIMS) Complianz™.

3. Renewal Insurance: The Permittee will be notified via CIMS two (2) weeks prior to the expiration of their insurance and shall endeavor to provide renewal or replacement policies of insurance with terms and conditions no less favorable than the expiring coverages. The Permittee must submit evidence of renewal insurance using the "contract specific" email address assigned to this agreement.

Do not use the assigned "contract specific" email address for other agreements. Each insurance submission must be sent separately and may not be combined with other agreements.

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

5. The Authority/MTA has the right, but not the obligation, of prohibiting the Permittee from entering the Authority Property until the Authority/MTA receives all COIs or other evidence that insurance has been placed in complete compliance with these requirements.

SECTION D. REQUIRED ADDITIONAL INSUREDS/INDEMNIFIED PARTIES:

The New York City Transit Authority ("NYCT"), the Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), the Staten Island Rapid Transit Operating Authority ("SIRTOA"), the Metropolitan Transportation Authority ("MTA") including its subsidiaries and affiliates, MTA Construction & Development Company ("MTA C&D"), MTA Bus Company ("MTA Bus"), MTA Grand Central Madison Operating Company (GCMOC), and the City of New York ("City" as Owner) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

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Guidelines for Submission of Insurance

1. **INSURANCE REQUIREMENTS:**
   Refer to your agreement for required insurance coverages, limits, and endorsements and review with your authorized insurance broker for compliance.

2. **ACCEPTABLE FORMS OF INSURANCE:**
   - 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 Options):*
     - 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

3. **CERTIFICATE OF INSURANCE MUST INCLUDE AT A MINIMUM:**
   - Policy coverage details (e.g.) policy term, per occurrence/per project; limits/sub-limits, aggregate limits, deductibles, self-insured retentions, and insurance carrier name and corresponding NAIC #
   - Contract Identifier (e.g.) Contract #, RFP #, or Entry Permit #
   - Location and Description of Work
   - Indemnified parties as an additional insured including primary and noncontributory coverage and waiver of subrogation in favor of the MTA Agency
   - Certificate Holder must list the MTA Agency's name and address
   - Certificate of Insurance must be signed by an authorized insurance representative

4. **INSURANCE BINDER / POLICY MUST INCLUDE AT A MINIMUM:**
   (Applicable for Railroad Protective Liability and Builder's Risk/Installation Floater)
   - 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 as either a named insured or additional named insured
   - Binder must be issued and signed by the authorized insurance company or their authorized insurance agent

5. **SUBMISSION OF INSURANCE:**
   (Evidence of all required insurance must be sent to your Agency or Procurement Representative)
   - ACORD Certificate of Insurance
   - Additional Insured Endorsements (e.g.) CG 20 26
   - Primary and Non-Contributory Endorsements
   - Waiver of Subrogation Endorsements
   - Environmental Endorsements (e.g.) MCS 90 and CA 99 48, and or NODS, when applicable
   - Insurance Policy - A Binder may be accepted pending issuance of the policy. Policy must be submitted within 30 days from binder effective date.
   - Joint Venture (JV) – If the Contractor/Consultant is a Joint Venture, General Liability Insurance must be provided in the name of the Joint Venture. Alternatively, a Named Insured Endorsement listing the Joint Venture may be accepted.

6. **INSURANCE COMPLIANCE:**
   The Permittee will be notified when insurance is compliant through the assigned **"contract specific"** email address.