

NEW YORK CITY TRANSIT AUTHORITY

Department of Materiel

Schedule A

INSURANCE REQUIREMENTS

Contract No: _____

Description: _____

A. The Contractor/Consultant shall provide insurance in the following types as indicated by the checked box(es) and in amounts of at least those set forth below:

[The Procurement Representative must check all that apply and insert appropriate amounts.]

<u>INSURANCE</u>		<u>MINIMUM AMOUNTS</u>
<input checked="" type="checkbox"/>	Workers' Compensation	Statutory Limits
<input checked="" type="checkbox"/>	Employer's Liability	\$1,000,000
<input type="checkbox"/>	Longshore & Harbor Workers' Endorsement	
<input type="checkbox"/>	Maritime Coverage Endorsement (Jones Act)	
<input checked="" type="checkbox"/>	Commercial General Liability (amount is each occurrence)	\$
<input type="checkbox"/>	Business Automobile Liability (amount is each accident)	\$
<input type="checkbox"/>	MCS-90 Endorsement	\$
<input type="checkbox"/>	CA 9948 Endorsement	\$
<input type="checkbox"/>	Contractor's Pollution Liability	\$
<input type="checkbox"/>	Pollution Legal Liability (Non-owned Disposal Site)	\$
<input type="checkbox"/>	Marine Protection & Indemnity Liability	\$
<input type="checkbox"/>	Builder's Risk/Installation Floater	\$
<input type="checkbox"/>	Professional Liability	\$
<input type="checkbox"/>	Professional Liability, including pollution liability	\$
<input type="checkbox"/>	Valuable Papers	\$
<input type="checkbox"/>	Property Insurance	\$
<input type="checkbox"/>	Crime	\$
<input type="checkbox"/>	Self Insurance	\$
<input type="checkbox"/>	Railroad Protective Liability (per occurrence/aggregate)	\$ 2,000,000/\$6,000,000
<input type="checkbox"/>	Garage Liability	\$
<input type="checkbox"/>	Garage Keepers Legal Liability	\$
<input type="checkbox"/>	Other:	\$

B. INSURANCE REQUIREMENTS

As used in this Schedule A, the term “Contractor” includes Contractors and Consultants.

Except that as otherwise provided in this Schedule A and/or the Specifications/Scope of Work, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, through the completion of Contract, including the Warranty Period, if applicable, policies of insurance as herein set forth, written by companies with an A.M. Best Company rating of A-/"VII" or better, and approved by the New York City Transit Authority (the "Authority")/MTA and shall deliver evidence of such policies. These policies shall: (i) be written in accordance with the requirements of the paragraphs below, as applicable; (ii) state or be endorsed to provide (a) that the coverage afforded under the Contractor's policies shall apply on a primary basis and not on an excess or contributing basis with any policies that may be available to the Authority/MTA, and (b) that the Contractor's policies, primary and excess, shall be exhausted before implicating any Authority/MTA policy available; (iii) Contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether Contractor's policies are primary and must be exhausted before implicating any Authority/MTA policy available, Contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Authority/MTA policy available and (iv) **should any of the policies listed herein be canceled, materially changed or not renewed, notice shall be delivered in accordance with the insurance policy provisions to the contract-specific email address to be provided by the MTA Certificate of Insurance Management System (CIMS), Complianz™ upon approval of insurance.** Policies written on a claims made basis are not acceptable, except for Professional Liability. At least two (2) weeks prior to the expiration of the policies, Contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved in writing by Authority/MTA. The Contractor shall be responsible for all claims expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

1. **Commercial General Liability Insurance** (I.S.O. CG 00 01 04 13 Form or equivalent approved by the Authority) in the Contractor's name with limits of liability specifically written for this Contract of not less than the amount set forth in **PARAGRAPH A**, above, for each occurrence. The Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property must also be at least equal to the amount set forth in **PARAGRAPH A**, above as the per occurrence limit for Commercial General Liability. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory

INSURANCE REQUIREMENTS

to any other valid and collectible insurance and must be exhausted before implicating an available Authority/MTA policy.

Such policy should be written on an occurrence form, and shall include: *[see DPM for Special Conditions that may apply to one or more of the following.]*

- a. Contractual coverage for liability assumed by the Contractor under this Contract.
- b. Personal and Advertising Injury Coverage.
- c. Products and Completed Operations extending at least one year after project completion.
- d. Independent Contractors Coverage.
- e. "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary.
- f. Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be removed, where necessary.
- g. Additional Insured Endorsement (I.S.O. Form CG 20 10 and Additional Insured Completed Operations I.S.O. Form CG 2037 or equivalent approved by the Authority) naming the following entities and their subsidiaries and affiliates:
 - i. 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 Capital Construction ("MTACC"), MTA Bus Company ("MTA Bus"), 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 Party listed herein.
 - ii. In the event the work under the Contract includes construction at, or the use of the loading dock, at 2 Broadway, New York, New York, Additional Insureds shall also include:
 - (1) Triborough Bridge & Tunnel Authority ("B&T"), Metro North Commuter Railroad Company ("MNR"), Long Island Railroad ("LIRR"), MTA Bus Company ("MTABus"), United States Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust, Two Broadway LLC, ZAR Realty, CBRE, Inc. and any successor thereto as property manager and the respective

INSURANCE REQUIREMENTS

affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.

iii. In the event the work under the contract includes construction at **2460 2ND Ave, New York, NY 10035 include:**

(1) CBRE, Inc. and any successor thereto as property manager

2. **Workers' Compensation Insurance** complying with the statutory requirements of the State of New York, covering all employees of the Contractor. Employer's Liability Insurance coverage with limits of not less than \$1,000,000, each accident or illness shall be included. When applicable, the policy shall be endorsed to include the Longshore and Harbor Workers' Compensation Act and/or Maritime Coverage Endorsement (Jones Act Endorsement).
 - a. **Longshore & Harbor Workers' Compensation Act Endorsement** - When work will be performed on or over navigable waterways, a Longshore and Harbor Workers Endorsement shall be provided to cover the employees for wages, transportation, maintenance and cure, in accordance with applicable laws.
 - b. **Maritime Coverage Endorsement (Jones Act)** - When operations are to be performed upon navigable waterways and barges, Tug Boats, and all other vessels on the ocean and all intra-coastal rivers and canals, as well as drivers, divers, and underwater personnel are utilized, a Maritime Coverage Endorsement shall be provided to cover the seamen, masters and members of a crew in accordance with applicable laws, providing remedy for damage or injury in the course of employment.
3. **Business Automobile Liability Insurance** Policy (I.S.O. Form CA 00 01 10 13 or equivalent approved by the Authority) **if vehicle enters the Authority's property or is used as part of service provided**, in the Contractor's name with limits of liability not less than the amount set forth in Paragraph A, above, each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. **(Additional pollution liability insurances may be required, which are identified in below paragraphs.)**
 - a. If the project involves transporting and/or disposing of any hazardous material or waste off of the jobsite, the Contractor or any subcontractor performing such work must add the MCS-90 endorsement to the automobile policy. The CA-9948 03/06 endorsement or equivalent is also required if transporting to a site outside of NYS or the contractor is domiciled in a state other than New York State.
 - b. If the MCS-90 or CA-9948 endorsements are required, the policy limits of liability must be increased to at least \$5,000,000 per each occurrence pursuant to federal,

INSURANCE REQUIREMENTS

state or local laws, rules and regulations, and copies of the MCS-90 and CA-9948 endorsements shall be provided for review as part of the insurance submission.

4. **Extract and insert any other insurance language required here and number accordingly (see Chapter I-D.11, Risk Management/Insurance Requirements, paragraph F of the Authority Materiel Departmental Procedures Manual). If no additional insurance is required, delete this paragraph.**
5. Any additional insurance policies not stated herein that are necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work.

- C. **The Contractor shall furnish evidence of all insurance policies before any work is started to the Authority at the address below:**
[Insert the name and email address of the Procurement Representative to whom the Contractor should send evidence of insurance policies here. Delete this directive.]

New York City Transit Authority
Attention: _____, Procurement Representative
2 Broadway – 19th Floor
New York, NY 10004
Email: _____@nyct.com

Except for Railroad Protective Liability or Builder's Risk insurance, certificates of Insurance may be supplied as evidence of such aforementioned policies, unless otherwise noted herein. However, if requested by the Authority, the Contractor shall deliver to the Authority within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (1) be provided on the Authority Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements, as applicable (unless approval has been received from the Authority to submit an ACORD form for an operating contract with a value under \$250,000); (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sub-limit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds Additional Named Insureds and/or Named Insureds as required herein. The Contractor must provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 10 and CG 2037 version or equivalent, as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

Evidence of Railroad Protective Liability and/or Builder's Risk Insurance requires submission of the original policy. The original binder(s) will be accepted, pending issuance of the original policy(s).

After the Contractor's insurance has been approved, a "compliant message" verifying insurance compliance will be sent to the Contractor via the MTA Certificate of Insurance

INSURANCE REQUIREMENTS

Management System (CIMS), Complianz™. It will also provide the contract-specific email address for all insurance renewals.

- D. Nothing herein contained shall be deemed to limit the Contractor's liability to the limits of liability, or coverage of Policies listed in Paragraph A/Paragraph B above, their renewals, or replacement.
- E. The Contractor shall immediately file with the Authority's Tort Division (with a copy to the Project Manager), 130 Livingston Street, 11th Floor, Brooklyn, New York 11201, a notice of any occurrence likely to result in a claim against the Authority, 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 Contract.
- F. If, at any time during the period of this Contract, insurance as required is not in effect, or proof thereof is not provided to the Authority, the Authority shall have the option to: (i) direct the Contractor to suspend work with no additional cost or extension of time on account thereof; or (ii) treat such failure as an Event of Default.

[The NYCT Certificate of Insurance begins on the next page.]

- Capital Contract
- Operating Contract
- Outside Contract



New York City Transit

CERTIFICATE OF INSURANCE

AGREEMENT or CONTRACT #:	AGREEMENT or CONTRACT NAME/DESCRIPTION:		
INSURANCE PRODUCER:	CERTIFICATE ISSUANCE DATE:	DATE RECEIVED:	REFERENCE #:
ADDRESS:			
PHONE #:			
INSURED:	CO LTR	COMPANIES AFFORDING COVERAGE	
ADDRESS:		A	NAIC #
PHONE #:		B	NAIC #
		C	NAIC #
		D	NAIC #
		E	NAIC #
		F	NAIC #
		G	NAIC #
CERTIFICATE HOLDER: New York City Transit/MTA Attention: Risk & Insurance Management			
ADDRESS: 2 Broadway, 21 st Floor New York, NY 10004			
Phone #: (646) 252-1428			

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Occurrence <input type="checkbox"/> SIR/Deductible \$ _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc <input type="checkbox"/> Other: SIR/Deductible \$ _____				EACH OCCURRENCE	\$	
					DAMAGES TO RENTED PREMISES (Ea occurrence)	\$	
					PERSONAL & ADV INJURY	\$	
					GENERAL AGGREGATE	\$	
					PRODUCTS – COMP/OP AGG	\$	
						\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos Only <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos Only <input type="checkbox"/> Non-Owned Autos Only				COMBINED SINGLE LIMIT (Ea accident)	\$	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
						\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> Occurrence <input type="checkbox"/> Excess Liab <input type="checkbox"/> Claims Made <input type="checkbox"/> DED <input type="checkbox"/> Retention \$ _____				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> USLH <input type="checkbox"/> Jones Act <input type="checkbox"/> "Other States" Coverage				<input type="checkbox"/> STATUTORY LIMITS		
					EMPLOYER'S LIABILITY	\$	
	GARAGE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos Only <input type="checkbox"/> Hired Autos Only <input type="checkbox"/> Non-Owned Autos Only				AUTO ONLY EACH ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
	PROFESSIONAL LIABILITY <input type="checkbox"/> Includes incidental Pollution Liability <input type="checkbox"/> Deductible \$ _____					\$	
	OTHER: _____					\$	
	OTHER: _____					\$	
	OTHER: _____					\$	

EVIDENCE OF RAILROAD PROTECTIVE LIABILITY AND/OR BUILDER'S RISK INSURANCE, WHEN APPLICABLE, REQUIRES SUBMISSION OF THE ORIGINAL POLICY.

THE ORIGINAL BINDER(S) WILL BE ACCEPTED, PENDING ISSUANCE OF THE ORIGINAL POLICY(S).

11/27/2017

LIABILITY COVERAGES:

ADDITIONAL INSURED *Check all that apply*

Coverage: General Liability, Garage Liability, Excess/Umbrella Liability

For All NYCT Agreements:

- New York City Transit Authority (NYCT)
- Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA)
- Staten Island Rapid Transit Operating Authority (SIRTOA)
- MTA Capital Construction Co. (MTACC)
- MTA Bus Company (MTABus)
- Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
- The City of New York (as owner)
- And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein

Additional Indemnitees Required on NYCT Agreements for work at 2 Broadway:

- Triborough Bridge & Tunnel Authority (B&T)
- Metro North Commuter Railroad Company (MNR)
- Long Island Railroad (LIRR)
- The State of New York
- MTA Bus Company (MTABus)
- United States Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust
- Two Broadway LLC
- ZAR Realty
- CBRE, INC. (or current property manager under contract at the time of Certificate Insurance)
- And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
- Additional Indemnitee Required on NYCT Agreements at 2460 2nd avenue:**
CBRE, INC. (or current property manager under contract at the time of COI.
- Other: _____

PROPERTY COVERAGES:

Check all that apply

- ADDITIONAL NAMED INSURED/LOSS PAYEE**
Property, Builder's Risk, etc.

For All NYCT Agreements:

- New York City Transit Authority (NYCT)
- Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA)
- Staten Island Rapid Transit Operating Authority (SIRTOA)
- MTA Capital Construction Co. (MTACC)
- MTA Bus Company (MTABus)
- Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
- The City of New York (as owner)
- And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein

Additional Indemnitees Required on NYCT Agreements for work at 2 Broadway:

- Triborough Bridge & Tunnel Authority (B&T)
- Metro North Commuter Railroad Company (MNR)
- Long Island Railroad (LIRR)
- The State of New York
- MTA Bus Company (MTABus)
- United States Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust
- Two Broadway LLC
- ZAR Realty
- CBRE, INC. (or current property manager under contract at the time of Certificate Insurance)
- And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
- Additional Indemnitee Required on NYCT Agreements at 2460 2nd avenue:**
CBRE, INC. (or current property manager under contract at the time of COI.
- Other: _____

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents that the Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of.....)) s.s.:
County of.....)

Sworn to before me this ____ day of _____ 20 ____

NOTARY PUBLIC FOR THE STATE OF _____

Guidelines for Submission of Evidence of Insurance

ALL AGENCY AGREEMENTS

These are basic acceptance guidelines-read your agreement for specific insurance requirements.

Policies must be written by Carriers rated A-/VII or better to be acceptable to MTA & MTA's Operating Agencies

1. General Requirements:

- Use Agency Certificate applicable to the contract/agreement – **Version 11/27/2017.**
- Use Joint Agency Certificate if contract applies to more than one MTA Agency- **Version 11/27/2017.**
- ACORD Certificate may be used for operating-funded contracts under \$250,000 unless otherwise noted in agreement.

On the Certificate, you are required to:

- Reference the Agreement or Contract #;
- Disclose any deductible, self-insured retention, sub-limit or aggregate limit;
- Provide insured's telephone number, contact person and e-mail address;
- Must be **signed** by an **authorized official, broker, or agent, and notarized.**
- Insurance expiration dates may **not** be within 30 days of submission unless written assurance from the authorized broker that the policy (s) will be renewed with the same terms and conditions is submitted with the certificate.
- Select / Check (✓) the appropriate boxes for Additional Insured / Additional Named Insureds and/or Loss Payees.

2. Minimum Coverages (Refer to 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.
- Sole Proprietors may provide documentation from their accountant or attorney confirming their exempt status.

b. General Liability (Refers To Primary and Umbrella/Excess Liability Policies)

- Minimum limits of Commercial General Liability may be satisfied by a combination of primary and umbrella / excess policies and must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary policy is exhausted.
- A physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 10 and Additional Insured Completed Operations I.S.O. Form CG 2037 or equivalent) reflecting the policy number(s) and covering the required Indemnitees in the contract must accompany the certificate of insurance.

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

- A Certificate of Insurance is not acceptable proof of these coverages: an insurance binder must be provided pending issuance of actual policy.
- RRPL 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 its 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 endorsed to include the Additional Insureds as required in the contract. Evidence of coverage can be satisfied by the following:
 - Stand-alone Pollution Legal Liability policy listing the Non-Owned Disposal Site.
 - A Non-Owned Disposal Site Endorsement to the Contractors Pollution Liability policy.
 - A certificate of insurance from the disposal facility adding the applicable Agency (s) 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.

3. Provide Initial Certificates or a Certified Copy(s) of the actual Policy(s). Please follow instructions provided in the Insurance Section of your Solicitation Document. **EVIDENCE OF RENEWAL INSURANCE MUST BE SUBMITTED ELECTRONICALLY. THEY SHOULD BE EMAILED TO THE CONTRACT-SPECIFIC EMAIL ADDRESS RECEIVED FROM COMPLIANZ™. DO NOT MAIL HARD COPIES TO RISK MANAGEMENT.**

- Capital Contract
- Operating Contract
- All Other Agreements



Metropolitan Transportation Authority

CERTIFICATE OF INSURANCE (For Joint Agency Agreements)

AGREEMENT or CONTRACT #:	AGREEMENT or CONTRACT NAME/DESCRIPTION:		
Producer:	CERTIFICATE ISSUANCE DATE:	DATE RECEIVED:	REFERENCE #:
ADDRESS:			
PHONE #:			
INSURED:	CO LTR	COMPANIES AFFORDING COVERAGE	
ADDRESS:	A		NAIC #
PHONE #:	B		NAIC #
CERTIFICATE HOLDER: Metropolitan Transportation Authority Attention: Risk & Insurance Management	C		NAIC #
	D		NAIC #
	E		NAIC #
	F		NAIC #
	G		NAIC #
ADDRESS: 2 Broadway, 21 st Floor New York, NY 10004			
PHONE #: (646) 252-1428			

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Occurrence <input type="checkbox"/> SIR/Deductible \$ _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc <input type="checkbox"/> Other: SIR/Deductible \$ _____				EACH OCCURRENCE	\$
					DAMAGES TO RENTED PREMISES (Ea occurrence)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos Only <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos Only <input type="checkbox"/> Non-Owned Autos Only				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> Occurrence <input type="checkbox"/> Excess Liab <input type="checkbox"/> Claims Made <input type="checkbox"/> DED <input type="checkbox"/> Retention \$ _____				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> USLH <input type="checkbox"/> Jones Act <input type="checkbox"/> "Other States" Coverage				<input type="checkbox"/> STATUTORY LIMITS	
					EMPLOYER'S LIABILITY	\$
	GARAGE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos Only <input type="checkbox"/> Hired Autos Only <input type="checkbox"/> Non-Owned Autos Only				AUTO ONLY EACH ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC
				AGG		\$
	PROFESSIONAL LIABILITY <input type="checkbox"/> Includes incidental Pollution Liability <input type="checkbox"/> Deductible \$ _____					\$
	OTHER: _____					\$
	OTHER: _____					\$
	OTHER: _____					\$

EVIDENCE OF RAILROAD PROTECTIVE LIABILITY AND/OR BUILDER'S RISK INSURANCE, WHEN APPLICABLE, REQUIRES SUBMISSION OF THE ORIGINAL POLICY.

THE ORIGINAL BINDER(S) WILL BE ACCEPTED, PENDING ISSUANCE OF THE ORIGINAL POLICY (S).

11/27/2017

LIABILITY COVERAGES:

ADDITIONAL INSUREDS Check all that apply

Coverage: General Liability, Garage Liability, Excess/Umbrella Liability

- Metropolitan Transportation Authority (MTA)**, and its subsidiaries and affiliates
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each indemnified Party listed herein.
 - Metro-North Commuter Railroad Company (MNR)**
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - Connecticut Department of Transportation
 - The State of Connecticut
 - Jones Lang LaSalle Americas, Inc.
 - Midtown Trackage Ventures LLC
 - Midtown TDR Ventures LLC
 - Argent Ventures LLC
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
 - New York City Transit Authority (NYCT)**
 - Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA)
 - Staten Island Rapid Transit Operating Authority (SIRTOA)
 - MTA Capital Construction Co. (MTACC)
 - MTA Bus Company (MTA Bus)
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - The City of New York (as owner)
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
 - Triborough Bridge & Tunnel Authority (TBTA)**
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - The State of New York.
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
 - Other: _____
 - Long Island Rail Road (LIRR)**
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - 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 Party listed herein.
 - National Railroad Passenger Corp. (Amtrak)
 - NJ Transit Corporation
 - NJ Transit Rail Operations, Inc.
 - Consolidated Rail Corporation
 - CSX Transportation Inc.
 - Triborough Bridge & Tunnel Authority (B&T)
 - The Port Authority of NY and NJ
 - MTA Bus Company (MTA Bus)**
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - The State of New York
 - The City of New York
 - PBS Capital LLC
 - MIU Realty, LLC
 - JLK Capital, LLC
 - Green Bus Holding Corp.
 - Jamaica Bus Holding Corp.
 - Triboro Coach Holding Corp.
 - New York Bus Services
 - And its affiliates and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
- Additional Indemnitees Required for work at 2 Broadway:**
- United States Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust
 - Two Broadway LLC
 - ZAR Realty
 - CBRE, INC. (or current property manager under contract at the time of Certificate Insurance)
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
 - Other: _____

PROPERTY COVERAGES:

Check all that apply

- ADDITIONAL NAMED INSUREDS/LOSS PAYEE**
Property, Builder's Risk, etc.
 - Metropolitan Transportation Authority (MTA)**, and its subsidiaries and affiliates
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each indemnified Party listed herein.
 - Metro-North Commuter Railroad Company (MNR)**
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - Connecticut Department of Transportation
 - The State of Connecticut
 - Jones Lang LaSalle Americas, Inc.
 - Midtown Trackage Ventures LLC
 - Midtown TDR Ventures LLC
 - Argent Ventures LLC
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
 - New York City Transit Authority (NYCT)**
 - Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA)
 - Staten Island Rapid Transit Operating Authority (SIRTOA)
 - MTA Capital Construction Co. (MTACC)
 - MTA Bus Company (MTA Bus)
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - The City of New York (as owner)
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
 - Triborough Bridge & Tunnel Authority (TBTA)**
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - The State of New York.
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
 - Other: _____
 - Long Island Rail Road (LIRR)**
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - 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 Party listed herein.
 - National Railroad Passenger Corp. (Amtrak)
 - NJ Transit Corporation
 - NJ Transit Rail Operations, Inc.
 - Consolidated Rail Corporation
 - CSX Transportation Inc.
 - Triborough Bridge & Tunnel Authority (B&T)
 - The Port Authority of NY and NJ
 - MTA Bus Company (MTA Bus)**
 - Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates
 - The State of New York
 - The City of New York
 - PBS Capital LLC
 - MIU Realty, LLC
 - JLK Capital, LLC
 - Green Bus Holding Corp.
 - Jamaica Bus Holding Corp.
 - Triboro Coach Holding Corp.
 - New York Bus Services
 - And its affiliates and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
- Additional Indemnitees Required for work at 2 Broadway:**
- United States Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust
 - Two Broadway LLC
 - ZAR Realty
 - CBRE, INC. (or current property manager under contract at the time of Certificate Insurance)
 - And the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.
 - Other: _____

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents that the Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of.....)
) s.s.:
County of.....)

Sworn to before me this ____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____

Guidelines for Submission of Evidence of Insurance

ALL AGENCY AGREEMENTS

These are basic acceptance guidelines-read your agreement for specific insurance requirements.

Policies must be written by Carriers rated A-/VII or better to be acceptable to MTA & MTA's Operating Agencies

1. General Requirements:

- Use Agency Certificate applicable to the contract/agreement – **Version 11/27/2017**.
- Use Joint Agency Certificate if contract applies to more than one MTA Agency- **Version 11/27/2017**.
- ACORD Certificate may be used for operating-funded contracts under \$250,000 unless otherwise noted in agreement.

On the Certificate, you are required to:

- Reference the Agreement or Contract #;
- Disclose any deductible, self-insured retention, sub-limit or aggregate limit;
- Provide insured's telephone number, contact person and e-mail address;
- Must be **signed** by an **authorized official, broker, or agent, and notarized**.
- Insurance expiration dates may **not** be within 30 days of submission unless written assurance from the authorized broker that the policy (s) will be renewed with the same terms and conditions is submitted with the certificate.
- Select / Check (✓) the appropriate boxes for Additional Insured / Additional Named Insureds and/or Loss Payees.

3. Minimum Coverages (Refer to 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.
- Sole Proprietors may provide documentation from their accountant or attorney confirming their exempt status.

b. General Liability (Refers To Primary and Umbrella/Excess Liability Policies)

- Minimum limits of Commercial General Liability may be satisfied by a combination of primary and umbrella / excess policies and must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary policy is exhausted.
- A **physical copy** of the Additional Insured Endorsement (I.S.O. Form CG 20 10 and Additional Insured Completed Operations I.S.O. Form CG 2037 or equivalent) reflecting the policy number(s) and covering the required Indemnitees in the contract must accompany the certificate of insurance.

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

- A Certificate of Insurance is not acceptable proof of these coverages: an insurance binder must be provided pending issuance of actual policy.
- RRPL 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.

e. Environmental Coverages - Contractor or its 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 endorsed to include the Additional Insureds as required in the contract. Evidence of coverage can be satisfied by the following:
 - Stand-alone Pollution Legal Liability policy listing the Non-Owned Disposal Site.
 - A Non-Owned Disposal Site Endorsement to the Contractors Pollution Liability policy.
 - A certificate of insurance from the disposal facility adding the applicable Agency (s) 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.

4. Provide Initial Certificates or a Certified Copy(s) of the actual Policy(s). Please follow instructions provided in the Insurance Section of your Solicitation Document. **EVIDENCE OF RENEWAL INSURANCE MUST BE SUBMITTED ELECTRONICALLY. THEY SHOULD BE EMAILED TO THE CONTRACT-SPECIFIC EMAIL ADDRESS RECEIVED FROM COMPLIANZ™. DO NOT MAIL HARD COPIES TO RISK MANAGEMENT.**