



STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242



ADDENDUM NO. 3 TO PROJECT NO. 44609

**CONSTRUCTION WORK
REMOVE PEDESTRIAN WALKWAY & BRIDGE
SING SING CORRECTIONAL FACILITY
354 HUNTER STREET
OSSINING, NY**

August 6, 2015

NOTE: This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

CHANGES TO ADDENDUM NO. 2

1. Item No. 6.: DRAWING No. E-105 was omitted inadvertently.
 - a. Add drawing E-105, titled "GROUNDS LIGHTING". This drawing is attached to this Addendum and becomes part of the bid documents.

APPENDIX

2. INSURANCE SPECIFICATIONS: Add the attached Document (14 pages) to the Project Manual.
3. METRO NORTH RAILROAD CERTIFICATE OF INSURANCE: Add the attached Document (3 pages) to the Project Manual.

END OF ADDENDUM

Margaret F. Larkin
Executive Director
Design and Construction



NYS OFFICE OF GENERAL SERVICES

Serving New York

ANDREW M. CUOMO
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Commissioner

CONSULTANTS

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CONSTRUCTION

REMOVE PEDESTRIAN WALKWAY AND BRIDGE

SING SING CORRECTIONAL FACILITY
354 HUNTER STREET
OSSINING, NEW YORK

DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

MARK	DATE	DESCRIPTION
ADDM	08/05/2015	ADDENDUM No. 2

PROJECT NUMBER: **44609-C**

DESIGNED BY: A.C.BEZA

DRAWN BY: A.C.BEZA

CHECKED BY:

APPROVED BY: A.SHANKAR

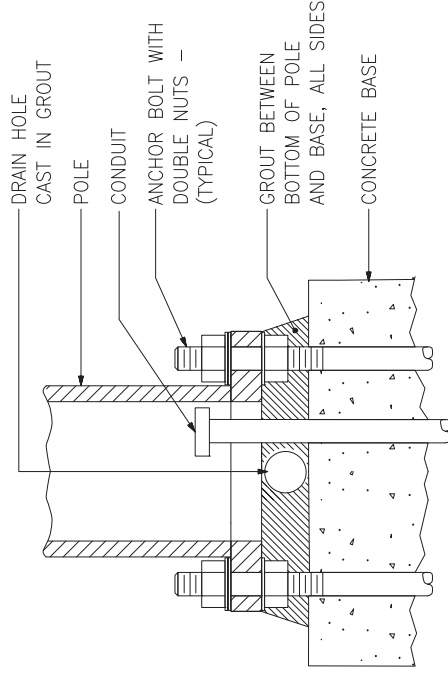
SHEET TITLE

GROUNDS LIGHTING

E-105

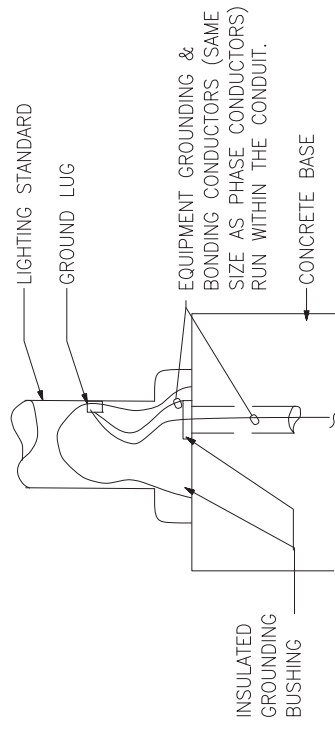
SHEET

OF



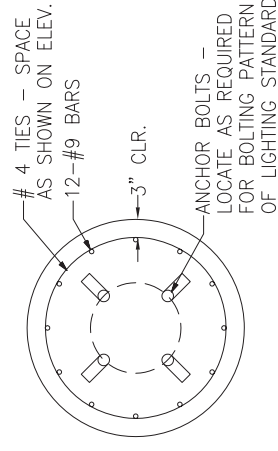
ENLARGED SECTION OF POLE AT CONCRETE BASE

NOT TO SCALE



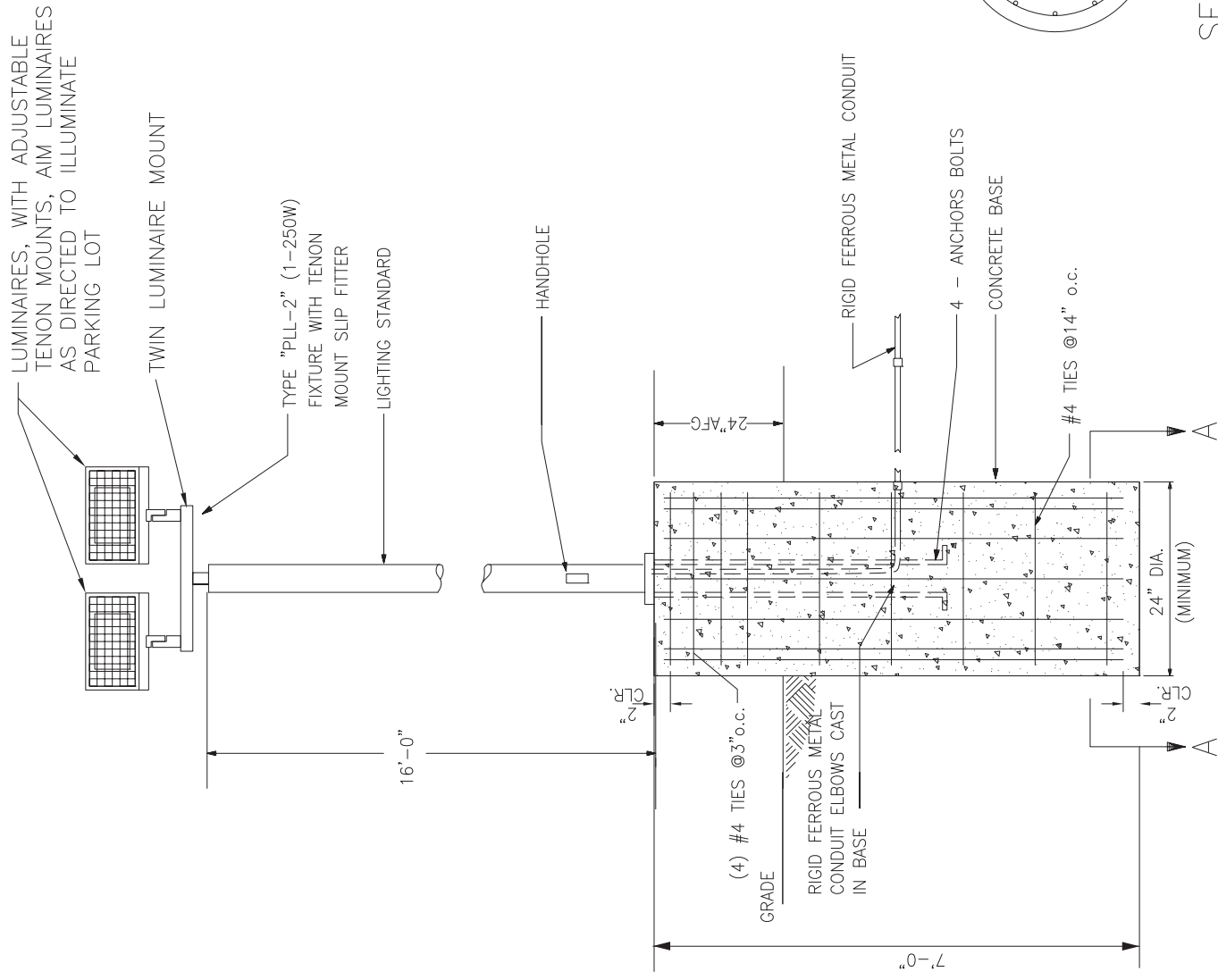
GROUNDING & BONDING DETAIL FOR LIGHTING STANDARD

NOT TO SCALE



SECTION A-A

NOT TO SCALE



ELEVATION

LIGHTING STANDARD DETAIL

NOT TO SCALE

STOP!

1. FORWARD THIS SECTION TO YOUR INSURANCE BROKER FOR REVIEW AND HANDLING OF THE REQUIRED INSURANCE.

2. THE COMPLETED INSURANCE SUBMISSION SHOULD INCLUDE:

A. A **METRO-NORTH RAILROAD CERTIFICATE OF INSURANCE**, SIGNED AND NOTARIZED WITH ENTRY PERMIT NUMBER AND WORK LOCATION DISPLAYED. (SEE ATTACHED FORM)

B. **ADDITIONAL INSURED ENDORSEMENT (CG 20 26 07 04) OR EQUIVALENT** MUST BE ATTACHED. INDEMNIFIED PARTIES WILL VARY BASED UPON LOCATION. (REFER TO ATTACHED TABLE OF ADDITIONAL/NAMED INSUREDS).

C. **RAILROAD PROTECTIVE LIABILITY (RRPL)** MUST BE PRESENTED ON A **BINDER** NOT A CERTIFICATE AND MUST INCLUDE THE FOLLOWING INFORMATION:

- 1) NAMED INSUREDS: INDEMNIFIED PARTIES WILL VARY BASED UPON LOCATION. (REFER TO ATTACHED TABLE OF ADDITIONAL/NAMED INSUREDS).
- 2) PROJECT DESCRIPTION AND LOCATION
- 3) CONTRACTOR NAME AND ADDRESS

3. RETURN INSURANCE WITH EXECUTED AGREEMENT TO:

**Richard Webster c/o Metro North Railroad
Operating Capital Department
420 Lexington Avenue, 10th Floor
New York NY 10017
212-499-4533**

**BASIC INSURANCE GUIDELINES FOR
METRO NORTH RAILROAD (MNRR)
ENTRY PERMITS**

Policies must be written by Carriers rated A-/VII or better to be acceptable to MNRR

In order to expedite the approval process, we recommend that you forward the insurance section from your agreement to your insurance representative for review and compliance of the coverages required. MTA Risk & Insurance Management must approve insurance prior to commencement of work.

1. Metro North Agency Form must be used to provide evidence of insurance. The Certificate Must Include:

- Agreement or Entry Permit Number;
- Any deductible, self-insured retention, sub-limit or aggregate limit;
- Insured's telephone number, contact person and e-mail address;
- Notarized signature of an Authorized Representative of the Insurance Carrier or Producer.
- The appropriate checked (✓) boxes for the Additional Insureds as applicable.

2. Minimum Coverage: Refer to Your Agreement for Specific Insurance Requirements:

A. Workers' Compensation:

- NY State Insurance Fund form is acceptable;
- If a company is domiciled in a state other than New York, coverage must be extended to include New York State;
- If your company is exempt from Workers' Compensation, supporting documentation from NYS or your company's accountant and or attorney is acceptable.

B. General Liability:

- Contractor's policies (and its subcontractor's policies, if applicable) shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the MNRR and must be exhausted before implicating any MNRR policy available. Any Umbrella/Excess Policy used to meet minimum contract requirements must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary policy is exhausted.

Provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 version or equivalent. Endorsement (s) must include policy number(s)

- Additional Insureds for your work location are listed in the table below.

C. Business Automobile Liability

- Required if your vehicle enters Metro North property. The policy shall be extended to include employees of any insured acting in the scope of their employment.

D. Railroad Protective Liability (RRPL) An Original Policy is required. A detailed Insurance Binder (ACORD or Manuscript) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval. Named Insureds for your work location are listed in the table below

Do Not Submit Evidence of RRPL on a Certificate of Insurance.

**Binder must be provided for the RRPL to be replaced by a complete policy within
30 days:**

The Binder Must Include:

- Agreement or Entry Permit Number;
- Contractor Name and Address with contact information;
- List of Named Insureds (refer to table of Named Insureds);
- Description and Location of Project;
- Signature of an Authorized Representative of the Insurance Carrier or Producer.

**ALL COMPLETED INSURANCE DOCUMENTS DESCRIBED ABOVE MUST BE
FORWARDED TO:**

**Richard Webster c/o MNR
420 Lexington Avenue, 10th Floor
New York, NY 10017
212-499-4533**

Except that as otherwise provided in this Article and/or the Specifications, the Permittee and/or their Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, through the FINAL COMPLETION of contract, policies of insurance as herein below set forth, written by companies with an A.M. Best Company rating of A-/"VII" or better, and approved by the Metro-North Railroad/MTA and shall deliver evidence of such policies. These policies must: (i) be written in accordance with the requirements of the paragraphs below, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless at least thirty (30) days prior written notice to the Metro-North Railroad/MTA c/o MTA Risk and Insurance Management Department - Standards, Enforcement & Claims Unit, 2 Broadway – 21st floor, New York, NY 10004 and (iii) state or be endorsed to provide that the coverage afforded under the Permittee and/or their Contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Metro-North Railroad/MTA, and also that the Permittee and/or their Contractor's policies, primary and excess, must be exhausted before implicating any Metro-North Railroad/MTA policy available. (iv) In addition, the Permittee's and/or their Contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether the Permittee's and/or their Contractor's policies are primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available, the Permittee's and/or their Contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available. At least two (2) weeks prior to the expiration of the policies, the Permittee and/or their 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 by Metro-North Railroad/MTA. The Permittee and/or their Contractor shall be responsible for all claim expense and loss payments within the deductible or self-insured retention on the same basis as would be the case if commercial insurance was available for the loss. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- A. **Workers' Compensation Insurance** (including Employer's Liability Insurance with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of the laws of the state in which the work is to be performed.
- B. **Commercial General Liability Insurance** (I.S.O. 2001 Form or equivalent approved by Metro-North Railroad) in the Permittee's and/or their Contractor's name with limits of liability in the amount of at least \$3,000,000 each occurrence/\$3,000,000 General Aggregate Limit (other than products-completed operations)/\$3,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. 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 primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Metro-North Railroad/MTA policy available.

Such policy should be written on an occurrence form, and shall include:

- Contractual coverage for liability assumed by the Permittee and/or their Contractor under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
- Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect; and
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 version or equivalent approved by the Metro-North Railroad) listing:
 - See Attached Additional Insured/Named Insured Table for the required Additional Insureds at Entry Permit/Work location.

C. **Business Automobile Liability Insurance** - (I.S.O. Form CA 00 01 10 01 or equivalent approved by the Railroad). **If vehicle enters Agency's property or is used as part of service provided**, in the Permittee's and/or their Contractor's name with limits of liability in the amount of \$2,000,000 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. The policy shall be extended to include employees of any insured acting in the scope of their employment.

- If the project involves transporting and/or disposing of any hazardous material or waste off of the jobsite, the Permittee and/or their Contractor or any subcontractor performing such work must add the MCS-90 to the automobile policy. The CA9948 endorsement is also required if transporting to a site outside of NYS. **(Additional pollution liability insurances maybe required, which are identified in below paragraphs.**
- The policy limits of liability must be increased to at least \$5,000,000 each occurrence pursuant to federal, state or local laws, rules and regulations, and
- Copies of the MCS-90 and CA9948 endorsements, if applicable, shall be provided for review as part of the insurance submission.

D. **Railroad Protective Liability Insurance** (ISO-RIMA or equivalent form approved by the Metro-North Railroad), 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 following are the "Named Insureds" for this coverage:

See Attached Additional Insured/Named Insured Chart for the required Named Insureds at Entry Permit/Work location.

- The limit of liability shall be at least \$2,000,000 each 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).
- Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.
- Indicate the Name of the Permittee and/or their Contractor to perform the work, the name of the **Metro-North Railroad** for whom the work is being performed and the Contract description and number.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed **Insurance Binder (ACORD or Manuscript Form)** will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

Environmental Coverages will be required ONLY when environmental exposures are part of the work.

E. Contractor's Pollution Liability - In the case of a contract involving environmentally regulated substances or hazardous material exposure(s), the Permittee and/or their Contractor shall provide Contractor's Pollution Liability Insurance with respect to the work and activities of the Permittee and/or their Contractor or its Subcontractors, including but not limited to handling, transporting or disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense. This insurance shall have limits of liability specifically written for this contract in the amount of at least \$5,000,000. The Permittee and/or their Contractor shall comply with all federal, state, and/or local laws, rules and regulations and shall obtain any additional coverages required by federal, state, or local government agencies. The Contractor's Pollution Liability Insurance shall be in effect from the time the Metro-North Railroad permits the work relating to the Hazardous Substances or other environmentally regulated substances and materials to begin through the completion of the work.

- i. This insurance shall name the following entities as additional insured's: Metro-North Railroad and the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates.
- ii. This insurance may be supplied by the Subcontractor performing the Work, if the Permittee and/or their Contractor is not performing any of the relevant Work and providing all applicable additional insureds are named.
- iii. The Permittee and/or their Contractor or its Sub-contractor performing the Work shall obtain all permits, licenses and other forms or documentation

which are required and forward them to the Project Engineer. The insurance shall be submitted to MTA Risk and Insurance Management Department pursuant to requirements referenced in the Insurance Article.

- iv. In the event that the Permittee and/or their Contractor or its Subcontractors transports from the Site hazardous substances or any other environmentally regulated substance that requires a governmentally regulated manifest, the **MCS-90 Endorsements** shall be attached to the auto liability policy (the CA9948 is also required, if hauling outside of NYS). Both shall be furnished on a primary basis with limits of liability of at least \$5,000,000 per occurrence providing coverage for bodily injury or property damage including liability for environmental restoration resulting from negligence in the operation, maintenance or use of any motor vehicle involved in the transportation of hazardous substances or any other environmentally regulated substance as required pursuant to any federal, state or local laws, rules and regulations. **A copy of each endorsement, if applicable, shall be submitted for review as part of the insurance submission showing the \$5M limits.**
- v. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the work should be provided to the Metro-North Railroad.

F. Pollution Legal Liability (Non-Owned Disposal Site Coverage) - If the project activities include the disposal of waste or other hazardous substance from the work site, the Permittee and/or their Contractor shall maintain or cause to be maintained the following insurance:

- i. The Permittee and/or their Contractor shall provide a certificate of insurance to Metro-North Railroad listing the disposal facility as an insured location or
 - Alternatively, the Permittee and/or their Contractor may designate the disposal site, and provide a certificate of insurance from the disposal facility to the Metro-North Railroad.
- ii. The Metro-North Railroad and Metropolitan Transportation Authority are to be named as additional insureds on these policies with limits of liability of at least \$5,000,000 per occurrence
- iii. If coverage is not provided under a stand alone policy, but is included in the general liability policy, a Non-Owned Disposal Site endorsement must be referenced on the insurance certificate and a copy thereof submitted with the insurance.

The Permittee and/or their Contractor shall furnish evidence of all policies before any work is started to the Metro-North Railroad:

**C/o MTA Risk & Insurance Management
Standards Enforcement & Claims Unit.
2 Broadway – 21st Floor**

New York, NY 10004

Certificates of Insurance may be supplied as evidence of such aforementioned policies required by this Article, except the Railroad Protective Liability Policy, designated as Policy D). **The Railroad Protective Liability Insurance Policy** must be provided in the form of the **Original Policy**. A detailed Insurance Binder may be provided, **ACORD** or **Manuscript Form**, pending issuance of the Original Policy. **The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.** However, the Metro-North Railroad reserves the right to request copies of such policies herein described above. If requested by the Metro-North Railroad, the Permittee and/or their Contractor shall deliver to the Metro-North Railroad, 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 Metro-North Railroad Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sublimit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein. The Permittee and/or their Contractor must provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 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.

Nothing herein contained shall be deemed to limit the Permittee and/or their Contractor liability to the limits of liability, or coverage of the Policies above their renewals, or replacement.

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 Metro-North Railroad, the Metro-North Railroad shall have the options to: (i) direct the Permittee and/or their Contractor 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.

ADDITIONAL INSURED/NAMED INSURED TABLE

LOCATION/STATION	HARLEM LINE
Wassaic	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), Midtown TDR Ventures, LLC, Midtown Trackage Ventures LLC, State of Connecticut CT Department of Transportation (CDOT), CSX Transportation Inc. and New York Central Lines, LLC
Tenmile River	
Dover Plains	
Harlem Valley-Wingdale	
Appalachian Trail	
Pawling	
Patterson	
Southeast	
Brewster	
Croton Falls	
Purdy's	
Goldens Bridge	
Katonah	
Bedford Hills	
Mount Kisco	
Chappaqua	
Pleasantville	
Hawthorne	
Mt. Pleasant	
Valhalla	
North White Plains	
White Plains	
Hartsdale	
Scarsdale	
Crestwood	
Tuckahoe	
Bronxville	
Fleetwood	
Mount Vernon West	
Wakefield	
Woodlawn	
Williams Bridge	
Botanical Garden	
Fordham	
Tremont	
Melrose	

ADDITIONAL INSURED/NAMED INSURED TABLE

LOCATION/STATION	MANHATTAN
<u>Grand Central Terminal</u>	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA) Midtown TDR Ventures, LLC, & Midtown Trackage Ventures, LLC, The State of Connecticut and CT Department of Transportation (CDOT)
<u>Park Avenue Tunnel and Viaduct</u>	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA) Midtown TDR Ventures, LLC, & Midtown Trackage Ventures, LLC, The State of Connecticut and CT Department of Transportation (CDOT)
125 th Street Station and North to the Bronx	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA) Midtown TDR Ventures, LLC, & Midtown Trackage Ventures, LLC, The State of Connecticut and CT Department of Transportation (CDOT)

LOCATION/STATIONS	WEST-OF-HUDSON
<u>Port Jervis Line</u> Port Jervis Otisville Middletown Campbell Hall Salisbury Mills/Cornwall Harriman Tuxedo Sloatsburg Suffern	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA) New Jersey Transit Rail Operations, Inc (NJT), New Jersey Transit Corporation, Norfolk Southern Railway Company & Pennsylvania Lines LLC
Pascack Line Spring Valley Nanuet Pearl River	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA) New Jersey Transit Rail Operations, Inc (NJT), New Jersey Transit Corporation, Norfolk Southern Railway Company & Pennsylvania Lines LLC
Piermont Branch	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA) New Jersey Transit Rail Operations, Inc (NJT), New Jersey Transit Corporation, Norfolk Southern Railway Company & Pennsylvania Lines LLC

LOCATION/STATION	BEACON LINE
Beacon Line	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), Danbury Terminal Railroad Co Maybrook Railroad Co Housatonic Railroad Co.

ADDITIONAL INSURED/NAMED INSURED TABLE

LOCATION/STATION	HUDSON LINE
Poughkeepsie New Hamburg Beacon Breakneck Ridge Cold Spring Garrison Manitou Peekskill Cortlandt Croton-Harmon Ossining Scarborough Philipse Manor Tarrytown Irvington Ardsley-on-Hudson Dobbs Ferry Hastings-on-Hudson Greystone Glenwood Yonkers Ludlow Riverdale Spuyten Duyvil Marble Hill University Heights Morris Heights	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), Midtown TDR Ventures, LLC Midtown Trackage Ventures LLC, State of Connecticut CT Department of Transportation (CDOT), National Railroad Passenger Corp (AMTRAK), CSX Transportation, Inc. & New York Central Lines, LLC, Delaware & Hudson Railway Company Inc. (D&H).

LOCATION/STATION	NEW YORK - NEW HAVEN LINE
Port Chester Rye Harrison Mamaroneck Larchmont New Rochelle Pelham Mt. Vernon East Fordham	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), State of Connecticut and CT Department of Transportation (CDOT) National Railroad Passenger Corporation (AMTRAK), CSX Transportation, Inc. & New York Central Lines LLC, Providence & Worcester Railroad Company (P&W)

ADDITIONAL INSURED/NAMED INSURED TABLE

LOCATION/STATION	CONNECTICUT – NEW HAVEN LINE AND BRANCHS
<u>NEW HAVEN LINE</u> New Haven-State Street New Haven Milford Stratford Bridgeport Fairfield Southport Green’s Farms Westport East Norwalk South Norwalk Rowayton Darien Norton Heights Stamford Old Greenwich Riverside Cos Cob Greenwich	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), State of Connecticut and CT Department of Transportation (CDOT), National Railroad Passenger Corporation (AMTRAK), CSX Transportation, Inc. & New York Central Lines, LLC, Providence & Worchester Railroad Company (P&W) Housatonic Railway.
<u>New Canaan Branch</u> New Canaan Talmadge Hill Springdale Glenbrook	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), State of Connecticut and CT Department of Transportation (CDOT) Providence & Worchester Railroad Company (P&W)
<u>Danbury Branch</u> Danbury Bethel Redding Branchville Cannondale Wilton Merritt 7	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), State of Connecticut and CT Department of Transportation (CDOT) Providence & Worchester Railroad Company (P&W)
<u>Waterbury Branch</u> Waterbury Naugatuck Beacon Falls Seymour Ansonia Derby Shelton	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), State of Connecticut and CT Department of Transportation (CDOT), Providence & Worchester Railroad Company (P&W)

Ansonia	Waterbury
Appalachian Trail	Harlem Line
Ardsley-on-Hudson	Hudson Line
Beacon	Hudson Line
Beacon Falls	Waterbury
Beacon Line	Beacon Line
Bedford Hills	Harlem Line
Botanical Garden	Harlem Line
Branchville	Danbury
Breakneck Ridge	Hudson Line
Brewster	Harlem Line
Bridgeport	New Haven
Bronxville	Harlem Line
Campbell Hall	Port Jervis Line
Cannondale	Danbury
Chappaqua	Harlem Line
Cold Spring	Hudson Line
Cortlandt	Hudson Line
Cos Cob	New Haven
Crestwood	Harlem Line
Croton Falls	Harlem Line
Croton-Harmon	Hudson Line
Danbury Bethel	Danbury
Darien	New Haven
Derby Shelton	Waterbury
Dobbs Ferry	Hudson Line
Dover Plains	Harlem Line
East Norwalk	New Haven
Fairfield	New Haven
Fleetwood	Harlem Line
Fordham	Harlem Line
Garrison	Hudson Line
Glenbrook	New Canaan
Glenwood	Hudson Line
Goldens Bridge	Harlem Line
Grand Central Terminal	Manhattan
Green's Farms	New Haven
Greenwich	New Haven
Greystone	Hudson Line
Harlem Valley-Wingdale	Harlem Line
Harlem-125 th Street	Manhattan
Harriman	Port Jervis Line

Harrison	New Haven - NY
Hartsdale	Harlem Line
Hastings-on-Hudson	Hudson Line
Hawthorne	Harlem Line
Irvington	Hudson Line
Katonah	Harlem Line
Larchmont	New Haven - NY
Ludlow	Hudson Line
Mamaroneck	New Haven - NY
Manitou	Hudson Line
Marble Hill	Hudson Line
Melrose	Harlem Line
Merritt 7	Danbury
Middletown	Port Jervis Line
Milford	New Haven
Morris Heights	Hudson Line
Mount Kisco	Harlem Line
Mount Vernon West	Harlem Line
Mt. Pleasant	Harlem Line
Mt. Vernon East	New Haven - NY
Nanuet	Pascack Line
Naugatuck	Waterbury
New Canaan	New Canaan
New Hamburg	Hudson Line
New Haven	New Haven
New Haven-State Street	New Haven
New Rochelle	New Haven - NY
North White Plains	Harlem Line
Norton Heights	New Haven
Old Greenwich	New Haven
Ossining	Hudson Line
Otisville	Port Jervis Line
Park Avenue Viaduct & Tunnel	Manhattan
Patterson	Harlem Line
Pawling	Harlem Line
Pearl River	Pascack Line
Peekskill	Hudson Line
Pelham	New Haven - NY
Philipse Manor	Hudson Line
Piermont Branch	Piermont Branch
Pleasantville	Harlem Line
Port Chester	New Haven - NY
Port Jervis	Port Jervis Line

Poughkeepsie	Hudson Line
Purdy's	Harlem Line
Redding	Danbury
Riverdale	Hudson Line
Riverside	New Haven
Rowayton	New Haven
Rye	New Haven - NY
Salisbury Mills/Cornwall	Port Jervis Line
Scarborough	Hudson Line
Scarsdale	Harlem Line
Seymour	Waterbury
Sloatsburg	Port Jervis Line
South Norwalk	New Haven
Southeast	Harlem Line
Southport	New Haven
Spring Valley	Pascack Line
Springdale	New Canaan
Spuyten Duyvil	Hudson Line
Stamford	New Haven
Stratford	New Haven
Suffern	Port Jervis Line
Talmadge Hill	New Canaan
Tarrytown	Hudson Line
Tenmile River	Harlem Line
Tremont	Harlem Line
Tuckahoe	Harlem Line
Tuxedo	Port Jervis Line
University Heights	Hudson Line
Valhalla	Harlem Line
Wakefield	Harlem Line
Wassaic	Harlem Line
Waterbury	Waterbury
Westport	New Haven
White Plains	Harlem Line
Williams Bridge	Harlem Line
Wilton	Danbury
Woodlawn	Harlem Line
Yonkers	Hudson Line

- Capital Contract
- Operating Contract
- Entry Permit or Film



Metro-North Railroad

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 #
CERTIFICATE HOLDER: Metro-North Railroad/MTA Attn: Risk & Insurance Management	E		NAIC #
ADDRESS: 2 Broadway 21 st Floor New York, NY 10004	F		NAIC #
PHONE#: (646) 252-1430	G		NAIC #

COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability Form <input type="checkbox"/> Underground Expl. & Collapse Hazard <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Fifty Foot Exclusion Removed <input type="checkbox"/> Personal & Advertising Injury <input type="checkbox"/> SIR/Deductible \$_____				BI & PD COMBINED OCCURRENCE \$	
				GENERAL AGGREGATE \$		
				PRODUCTS/COMPLETED OPERATIONS AGGREGATE \$		
				OTHER \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				BODILY INJURY (Per Occurrence) \$	
				PROPERTY DAMAGE (Per Occurrence) \$		
				BODILY INJURY/PROPERTY DAMAGE COMBINED SINGLE LIMIT (Each Accident) \$		
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				AUTO ONLY EACH ACCIDENT \$	
				OTHER THAN AUTO ONLY	EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form <input type="checkbox"/> SIR/Deductible \$_____				EACH OCCURRENCE \$	
				AGGREGATE \$		
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> USLH <input type="checkbox"/> Jones Act <input type="checkbox"/> "All States" Coverage				<input type="checkbox"/> STATUTORY LIMITS	
				EMPLOYER'S LIABILITY		\$
	PROFESSIONAL LIABILITY <input type="checkbox"/> Includes 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).

LIABILITY COVERAGES:

ADDITIONAL INSURED (See Note 3) Check all that apply [X]
Coverage: General Liability, Garage Liability, Excess/Umbrella Liability
Contractor's Pollution Liability, Pollution Legal Liability, etc.

For all MNR Agreements:

[] Metro-North Commuter Railroad Company and Metropolitan Transportation Authority, and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

- [] Connecticut Department of Transportation (CDOT)
[] The State of Connecticut
[] Midtown Trackage Ventures LLC
[] Midtown TDR Ventures LLC
[] National Railroad Passenger Corp. (Amtrak)
[] NJ Transit Rail Operations Inc.
[] New Jersey Transit Corporation
[] CSX Transportation Inc. & New York Central Lines LLC
[] Delaware & Hudson Railway Company, Inc.
[] Norfolk Southern Railway Company & Pennsylvania Lines LLC
[] Housatonic Railroad Company
[] Providence & Worcester Railroad Company
[] Danbury Terminal Railroad Co.
[] Maybrook Railroad Company
[] Argent Ventures LLC

[] Other: _____

PROPERTY COVERAGES:

(See Note 3) Check all that apply [X]

[] NAMED INSURED
Coverage: Property, Builder's Risk

[] ADDITIONAL NAMED INSURED/LOSS PAYEES
Crime Insurance, Valuable Papers

[] LOSS PAYEES
Coverage: Crime Insurance, Valuable Papers

For all MNR Agreements:

[] Metro-North Commuter Railroad Company and Metropolitan Transportation Authority, and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

- [] Connecticut Department of Transportation (CDOT)
[] The State of Connecticut
[] Midtown Trackage Ventures LLC
[] Midtown TDR Ventures LLC
[] National Railroad Passenger Corp. (Amtrak)
[] NJ Transit Rail Operations Inc.
[] New Jersey Transit Corporation
[] CSX Transportation Inc. & New York Central Lines LLC
[] Delaware & Hudson Railway Company, Inc.
[] Norfolk Southern Railway Company & Pennsylvania Lines LLC
[] Housatonic Railroad Company
[] Providence & Worcester Railroad Company
[] Danbury Terminal Railroad Co.
[] Maybrook Railroad Company
[] Argent Ventures LLC

[] Other: _____

NOTE 1: The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for limits of liability herein stated, covering the Agreement/Contract herein designated, has been procured by and furnished on behalf of the Insured and is in full force and effect for the period listed on the front of this Certificate of Insurance. In addition, the subscribing insurance company(s) certifies that the insurance limits for General Liability Insurance are not amended by deductible clauses of any nature except as has been disclosed to and approved by the Metro-North; and that coverage is afforded for the Insured's obligations under that provision of the contract/agreement providing for indemnification of the Indemnified Parties, including the Metro-North, named therein. When applicable, the subscribing insurance company(s) certifies that: any exclusion applying to construction or demolition operations on or within fifty (50) feet of a railroad (stations, yards, tracks, etc.) and any employer liability exclusion which may otherwise operate to exclude claims for bodily injury asserted by an employee of an additional insured have been removed.

NOTE 2: Should any of the policies referred to herein be canceled, changed or not renewed, notice should be delivered in accordance with the policy provision to: Metro-North Railroad//MTA c/o MTA Risk and Insurance Management Department, 2 Broadway, 21st Floor New York, NY 10004.

NOTE 3: All references to Additional Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents, subsidiaries and affiliates.

NOTE 4: This certificate is issued to the Certificate Holder in consideration of the Agreement/Contract entered into with the named insured. It is understood and agreed that the certificate holder relies on the certificate as basis for continuing such Agreement/Contract with the name insured.

AUTHORIZED INSURER/PRODUCER _____

BY _____
(signature of authorized Insurer/Producer)

TITLE _____

STATE OF)
) s.s.
COUNTY OF)

On this _____ day of _____ 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of the corporation and described in and which executed the foregoing Certificate of Insurance, that he/she is fully authorized to execute the foregoing Certificate of Insurance.

(Notary Public)

Guidelines for Submission of Evidence of Insurance

MTA METRO NORTH RAILROAD (MNRR) 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 Metro North Railroad (MNRR) Certificate if contract applies to only MNR;
- Use Joint Agency Certificate if contract applies to more than one MTA Agency;
- 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 Representative** of the **Insurance Carrier or Producer 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 "All States" endorsement is required
- Sole Proprietors may provide CE-200 form as documentation of exemption status. Others may provide a letter from their accountant or attorney as evidence of exemption.

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 1185 version or equivalent) reflecting the policy number(s) and covering the required indemnitees in your agreement must accompany the certificate of insurance.

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

- 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 Insured (indemnitees).
- 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 your 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 Signed Certificate or a Certified Copy(s) of the actual Policy(s) to:

Mailing Address: MTA Risk and Insurance Management Dept., Standards, Enforcements and Claims Unit, 2 Broadway, 21st floor, New York, NY 10004.