



Metropolitan Transportation Authority Owner Controlled Insurance Program



Project Insurance Manual

September 20, 2022

Table of Contents

SECTION I - OVERVIEW	3
SECTION II - PROJECT DIRECTORY	5
SECTION III - DEFINITIONS	6
SECTION IV - OCIP INSURANCE COVERAGES	9
SECTION V – CONTRACTOR REQUIRED INSURANCE COVERAGE	15
SECTION C. GENERAL INSURANCE REQUIREMENTS.	22
SECTION VI - INSURANCE FURNISHED BY EXCLUDED CONTRACTORS	25
SECTION VII – OCIP ENROLLMENT AND ADMINISTRATION	28
SECTION VIII - ACCIDENT/INCIDENT REPORTING	38
SECTION VIII-A - CLAIMS ADMINISTRATION.....	40
SECTION IX - OCIP FORMS	41
AGENCY SAMPLE CERTIFICATE OF INSURANCE	49
SBMP SAMPLE CERTIFICATE OF INSURANCE	50

SECTION I - OVERVIEW

The Metropolitan Transportation Authority has arranged for this project to be insured under an Owner Controlled Insurance Program (OCIP). An OCIP is a single insurance program which insures the Owner, all Enrolled Contractors, Subcontractors and Third-Party Contractor(s) designated by The Owner for Work performed at the Project Site.

Each Contractor must exclude from its bid the insurance costs for the entire proposed scope of work (including subcontracted work) whether the subcontractors are identified at the time of the bid. The Owner reserves the right to audit the books and records and insurance coverages of the Contractor and any of its Subcontractors to ensure that the cost of OCIP coverages have been excluded from the bid. In the event that the Owner determines these coverages have not been excluded, the Owner reserves the right to reduce the award amount by the value of the duplicate premiums and any other costs to Owner.

Under the terms of this OCIP, the Owner has arranged for Workers Compensation, General Liability, Excess Liability, and Builders Risk insurance coverages, which apply only to operations of and for each insured at the Site. It does not apply to the operations of any insured in his regularly established main or branch office, factory, warehouse, or similar place or any other job site. The insurance provided under the OCIP will not extend coverage for Products liability to any insured, excluded contractor, vendor, supplier, material dealer or others for any product manufactured, assembled, or otherwise worked upon away from the Site unless such manufacturing or assembly is expressly required by the agreement.

The Owner is responsible for payment of premiums to the insurance carriers providing these insurance coverages. As such, you should promptly notify your insurance carrier(s) to delete this project from your premium obligation to them. Even though the premiums for the OCIP will not be paid by you, it is still necessary for you to furnish payroll information for Workers Compensation, as all payroll and Workers Compensation losses on this project will be reported to the New York Compensation Insurance Rating Board and will apply to your Experience Modifier.

Qualified Contracting Parties and Subcontractors are those successful bidders whose employees perform actual on-site labor at the Project Site. Participation in the OCIP is required for all qualified Contracting Parties and Subcontractors. However, enrollment is not automatic.

Enrolled Contracting Parties and Subcontractors are those who have completed and submitted the necessary enrollment forms and other documents, all as described in this OCIP Insurance Manual, which is a Contract document. Enrolled Contractors and Subcontractors are required to submit weekly and monthly payroll reports as described in Section VI of this Manual.

“Excluded Contractors” shall not be included under the OCIP. All Excluded Contractors, subcontractors and individuals are required to provide evidence of their own insurance to the Owner before access to the Site is allowed. The specific requirements are detailed in Section V.

Exempted Contractors are non-qualified or ineligible Contractors and Subcontractors and other individuals who are surveyors, soil testing engineers, hazardous materials removal and/or transport companies, vendors, suppliers, fabricators, material dealers, drivers, truckers, and

crane owner/operators who occasionally visit the Site for the delivery, loading/unloading, or hauling of materials, personnel, parts, or equipment.

While it is the intent of the Owner to keep the OCIP in force until Final Completion and acceptance of the Work, the Owner reserves the right to exclude a contractor or sub-contractor or terminate or modify the OCIP or any portion thereof at any time. To implement this right, the Owner shall provide at least 45 days advance written notice to all Contractors or Subcontractors covered under the OCIP.

Change orders will also be priced by the Contracting party and its subcontractors shall exclude their cost of insurance. Said insurance cost should be identified and broken out at the time of the change order and reported to OCIP Administrator by the Contracting party.

The terms, conditions, exclusions, and definitions of the OCIP are governed by the policies, and not by this OCIP Manual.

Any questions or concerns should be referred to OCIP Administrator, Kamari Carter (212) 895-2935.

Note, the insurance coverages and limits provided under the OCIP are limited. We recommend that you have the enclosed information reviewed by your insurance representative. Any additional coverages or limits you wish to purchase will be at your option and expense.

THE INFORMATION IN THIS BOOKLET IS INTENDED TO OUTLINE THE OCIP PROGRAM. IF ANY CONFLICTS EXIST BETWEEN THIS BOOKLET AND THE PROVISIONS OF THE ACTUAL CONTRACT DOCUMENTS BETWEEN THE OWNER AND THE CONTRACTOR, INCLUDING THE INSURANCE PROVISIONS, THE CONTRACT DOCUMENTS AND POLICIES OF INSURANCE WILL GOVERN.

SECTION II - PROJECT DIRECTORY

OCIP SPONSOR	Risk and Insurance Management Department Metropolitan Transportation Authority 2 Broadway, 16th floor New York, NY 10004	
Acting Deputy Director	Laudwin Pemberton lpembert@mtahq.org	(P): 646-252-1427
Safety	Mark Komori mkomori@mtahq.org	(P): 646-252-4858
Project Manager		

OCIP ADMINISTRATOR	Alliant Insurance Services, Inc. 101 Park Ave, 19th Floor, New York NY 10178	
Program Administrator	Kamari Carter kamari.carter@alliant.com	(P): 212-895-2935
Account Executive/ Program Manager	Jodi Incremona jodi.incremona@alliant.com	(P): 201-258-9617
Director of Loss Control / Safety Specialist	Adam Dewey adam.dewey@alliant.com	(P): 201-320-2344

PRIMARY OCIP CARRIER	Chubb/ESIS	
----------------------	------------	--

SECTION III - Definitions

1. "Owner" is defined as the MTA Construction and Development Company (MTA C&D), the New York City Transit Authority (NYCT), Long Island Rail Road (LIRR), Metro-North Commuter Railroad (MNR), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), the Metropolitan Transportation Authority (MTA), its subsidiaries and affiliates.

Whenever in this Article the approval, consent, concurrence or permission of the Owner is required or authorized ("approval"), the approval of the MTA Risk and Insurance Management Department (MTA RIM) shall be deemed the approval of the MTA C&D, NYCT, LIRR, MNR, MaBSTOA, SIRTOA, the MTA and its subsidiaries and affiliates, as applicable.

2. "MTA RIM" is defined as Metropolitan Transportation Authority Risk and Insurance Management Department, which is responsible for securing OCIP insurance, administering the OCIP and approving contractor supplied insurance.
3. The term "Insured" or "Named Insured" shall mean Owner, Contractor, any firm retained by Owner as applicable, and Subcontractors at each tier named in a policy or a Certificate of Insurance signed by a duly authorized representative of the Insurer.
4. The term "Insurance Broker" shall mean an individual or organization representing the Owner in soliciting, negotiating, or buying coverage and rendering services related to these functions.
5. The term "Insurer" shall mean the insurance carrier providing any or all the insurance to be provided by Owner under the OCIP.
6. The term "Site" or "Work Site" shall mean the location(s) described or provided in the Contract and any additional locations subsequently approved by the Owner.
7. The Term "Certified Payroll" shall mean a detailed weekly payroll listing, subject to the standard exclusions and provisions of the New York Compensation Manual, of the Contractor and its Subcontractors of each tier, certified by affidavit, showing the hours and days worked by employees at the Site, the employee's occupation, the hourly wage rate paid, and the supplements paid or provided. The affidavit shall be in the form of United States Department of Labor Statement of Compliance (Budget Bureau Form 44-R1093) or equivalent.
8. The term "OCIP" or "Wrap-up" shall mean Owner provided and paid insurance program with the insurance coverage and limits described in this Article.
9. The Term "Excluded Contractors" shall mean:
 - a. Contractor or its Subcontractors not covered by the OCIP following Final Completion (the Warranty Period, as defined in the General Provisions of the Contract, is not covered), termination, or modification of the OCIP; and

- b. Contractor or its Subcontractors which the Owner has elected to exclude from the OCIP. The following types of contractors and subcontractors are typically excluded: Remediation contractors involved in abatement of lead, asbestos, and hazardous substances; Professional service providers such as architects, engineers, surveyors or testing services; security patrol or guard services; photographers and videographers; and Contractors performing structural demolition involving blasting or any other blasting operations.
 - c. Contractor or its Subcontractors which are not enrolled in the OCIP
10. "Exempted Contractors" shall mean:
- a. Subcontractors whose functions are principally to supply materials, personnel, parts, or equipment to and from the Site or which are engaged solely in the delivery, loading, hauling, and/or unloading of material to or from the Site including, but not limited to, hazardous materials transport companies, vendors, suppliers, fabricators, material dealers, drivers, delivery persons, truckers/haulers, equipment rental companies and crane owner/operators; and
 - b. Subcontractors not working at the Site (such as vendors, suppliers, fabricators, material dealers, etc.) and others which occasionally visit the Site.
11. "On-Site Insurance Administrator" is defined as a representative of the Insurance Broker who handles insurance enrollment, claims and other matters relating to the OCIP.
12. "Project Insurance Manual" is the document which details the parameters of the OCIP. The Project Insurance Manual is hereby incorporated by reference into the Contract. The failure of the Owner to physically include the Manual in the Bid/Solicitation Documents shall not relieve Contractor of any of the obligations contained therein.
13. A "letter" issued by the OCIP administrator which confirms acceptance of the applicant into the Owner's OCIP.
14. A "contract" is a written agreement by and between Owner and Contractor, between a Contractor and a Subcontractor, or between a Subcontractor and its Subcontractors in each respect relating to the Work.
15. The term "contractor or employer" is all persons, firms, partnerships, or corporations entering Contract with the Owner for the execution of the Work included in the Contract Documents.
16. The term "subcontractor" is defined as only those Contractors deriving their authority to perform Work under the Contract from the Contractor with the consent of the Owner and includes Subcontractors from every tier.
17. A "safety manager" is the individual or firms hired by the Insurance Broker to perform loss control over-site at the various construction sites.
18. The term "Engineer (construction manager)" is defined as the individual designated in the Notice of Award to administer the Contract, or any replacement for such individual who shall be subsequently designated by the NYCT.

19. The “Contractor’s safety engineer” is the full-time person hired by the Contractor to be responsible for the management of all the Contractor’s safety matters. The Safety Engineer shall possess a current Site Safety Manager Certificate issued by the New York City Department of Buildings and shall have successfully completed the 10-hour course given by OSHA in Construction Safety and Health. The Engineer (Construction Manager) may accept other safety certifications or safety training in lieu of the above).
20. Hazardous Substance” is any material that poses a threat to human health and/or the environment, which is typically toxic, corrosive, ignitable, explosive or chemically reactive, and/or which is subject to federal, state, or local laws, rules, or regulations.

SECTION IV - OCIP INSURANCE COVERAGES

Subject to the terms of this Section, The Owner, prior to the commencement of the Work, will provide and maintain at its own expense, the following insurance coverage for the benefit of the Contractor and Subcontractors performing Work at the Work Site. Except as otherwise provided below, such insurance coverage will only continue in force until Final Completion. For avoidance of doubt, any Work performed or incidents that occur during the warranty period is not covered by the OCIP. Further, any Work performed or incidents that occur within discrete portions of the Work for which MTA C&D has taken Beneficial Occupancy are not covered under the OCIP. Insurance provided by the Owner applies only to operations of and for each Insured at the Site. It does not apply to the operations of any Insured in its regularly established main or branch office, factory, warehouse, or similar place or any other job site. Excluded Contractors and Exempted Contractors will not be covered by the insurance provided by the Owner.

NOTE: IN ITS BID, CONTRACTOR MUST EXCLUDE THE INSURANCE COSTS FOR CONTRACTOR AND ITS SUBCONTRACTORS FOR INSURANCE FURNISHED BY THE OCIP.

The Owner reserves the right to audit the books and records and insurance coverage of the Contractor and any of its subcontractors to ensure that the cost of insurance coverage have been excluded from the bid. The Owner may elect to have the Broker or Broker's representative perform the audit.

The Contractor authorizes and shall obtain authorization from all subcontractors for the Owner to request and obtain access to and audit Contractor's insurance records, including policies, billings, adjustments, and all other relevant records in the possession or control of Contractor, subcontractors, their insurance agent/broker, and insurance carriers. Insurance includes self-insurance. Access includes inspection and copying. In the event the Owner is unable for any reason to obtain direct access in general or to specific records, Contractor shall take all steps necessary to enable Owner to obtain such access, including obtaining copies of such records on its behalf and providing them to Owner.

While it is the intent of the Owner to keep the OCIP in force until Final Completion (Warranty period is not covered), the Owner reserves the right to exclude Contractor or Subcontractor(s) or terminate or modify the OCIP or any portion thereof at any time. To implement this right, the Owner shall provide at least 45 days advance written notice to the Contractor or Subcontractor(s) covered under the OCIP.

In the event Owner elects to terminate or modify the OCIP, the Contractor or affected Subcontractors shall immediately be required to obtain insurance coverage in accordance with Section E of this Article and the reasonable cost of such insurance will be submitted for Owner's review and if found in order, reimbursed by the Owner. If the OCIP is terminated or modified by the Insurer due to the actions or inactions of the Contractor or its Subcontractors, the Contractor or affected Subcontractors shall immediately be required to obtain insurance coverage in accordance with Section E of this Article and the cost of such insurance will be the responsibility of the Contractor or Subcontractors.

Written evidence of insurance coverage shall be provided to the OCIP On-Site Administrator, c/o MTA, Risk and Insurance Management Department, 2 Broadway, 16th floor, New York NY 10004. All insurance secured by Contractor or its Subcontractors pursuant to this Section shall be in policies subject to Owner's reasonable approval as to form, content, limits of liability, cost and issuing company.

Notwithstanding any apparent limits to the definition of Excluded Contractor, Owner may remove or exclude (after first being included) a Contractor or any subcontractor from the OCIP. Each Excluded Contractor shall furnish evidence of its own insurance to the Owner as outlined in this Section before access to the Site.

Contractor shall not violate or knowingly permit to be violated and cause its subcontractors to not violate or knowingly permit to be violated any conditions of the policies of insurance provided by Owner under the terms of this Section.

The Contractor shall incorporate into each subcontract agreement at each tier all provisions regarding subcontractor requirements and obligations. The Contractor shall be responsible for providing each subcontractor with a copy of the Project Insurance Manual.

WAIVER OF SUBROGATION

The Owner, Contractor and each subcontractor shall waive all rights against each other for all damages to the extent damages are covered by insurance required under this Section or any other insurance carried by the Owner, Contractor, or subcontractors respectively. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.

B. Definitions

See Section III of the Manual.

C. MTA OCIP-PROVIDED COVERAGES

1. The Owner will furnish the following insurance coverage:

- (a) **Workers' Compensation Insurance** in compliance with the laws of the State of New York, including Employer's Liability Insurance (with limits of liability of not less than \$2,000,000 each accident covering the Owner, Contractor and Contractor's designated Subcontractors for operations performed in connection with the Work at the Work Site). A separate policy will be issued for each Insured. Policies will be renewed and continued, if necessary, until Final Completion.

- (b) **General Liability Insurance** (excluding Automobile Liability/Contractors Pollution Liability and Errors and Omissions), with total combined limit of liability of \$5,000,000 each occurrence for all Insureds subject to a \$10,000,000 per location / project general aggregate capped annually at \$100,000,000 for bodily injury and property damage, and subject to a \$10,000,000 annual aggregate for Products/Completed Operations. The policy will be in the Owner's name in the standard ISO CGL occurrence form (CG 00 01 04 13) or its equivalent approved by MTA RIM, with all Contractors and Subcontractors included as Named Insureds and all other Indemnified Parties under the Contract as additional insured. The City of New York is an additional insured only with respect to its interest as landlord of Owner property or as an indemnified party.

The Contractor shall be responsible for the first \$25,000 of each occurrence for bodily injury or property damage to the extent losses payable are attributable to the Contractor's acts or omissions, or the acts or omissions of its Insured subcontractor or any other Insured entity or person for whom it may be responsible as determined by the Owner. This obligation will not be covered by any of the OCIP insurance policies. In the event the bodily injury or property damage is the direct result of the Contractor's or Subcontractor's deliberate acts or failure to follow prescribed safety measures, the obligation increases to \$50,000 per each occurrence. Examples include property damage as the result of trespass, intentional destruction of property owned by others, striking a marked or known utility when hand digging to locate that utility is not performed, failure to follow the approved Safe Work Plan, and failure to adhere to safety recommendations issued by Owner.

The City and State are additional insureds with respect to their interest in real property occupied or otherwise used by Owner or the City/State or property adjacent thereto, or the City/State performance of work or services on behalf of Owner in connection with the Work.

There shall be no coverage for causing physical damage against another Insured arising out of acts for which the Contractor or its subcontractor may be found liable. Physical damage shall mean direct and accidental loss of or damage to "all property of any Insured and all property in any Insured's care, custody or control." Such damages to the property of an Insured are to be covered by the OCIP's Builder's Risk policy.

Coverage Details:

Standard General Liability Form

- Employee Exclusion (amended to include supervisory personnel)
- Contractual Liability
- Contractual Liability Exclusion, applicable to work performed within 50 feet of railroad tracks, will be deleted
- Products/Completed Operations – extending 6 years or statute of repose, whichever is shorter, after project completion (The limits for products/completed operations shall apply as a one-time separate aggregate limit for the entire extension period.)
- Non-Owned Watercraft (up to 75 feet in length)
- Knowledge of Occurrence
- Joint and Several Amendment
- Total Pollution Exclusion with a Building Heating, Cooling, and Dehumidifying Equipment Exception and a Hostile Fire Exception (CG 21 65 12 04)

- Other Exclusions including but not limited to: Asbestos, Lead, NY Silica, Fungi or Bacteria, Exterior Insulation and Finish Systems (EFIS), Nuclear Energy, Professional Liability (CG 22 70 04 13), and Employment Related Practices.
- This list may not be comprehensive. A comprehensive list of coverage provisions, endorsements, exclusions, and amendments is found in the actual policies

- (c) **Excess Liability Insurance** with program limits of \$195,000,000 each occurrence, subject to a \$200,000,000 general aggregate.

Regardless of the number of Insureds on the underlying policies, the total limit for General Liability and Excess Liability policies shall not exceed \$200,000,000 in the aggregate in any one policy year. In the event General Liability limits or aggregate limits are exhausted, the Excess Policy is extended to “drop down” and become primary.

There is a one-time limit (General Liability and Excess combined) of \$200,000,000 per occurrence and \$200,000,000 in the aggregate for Products/Completed Operations for the term of OCIP including the six-year extension period. The insurance furnished under the OCIP will not extend coverage for Products Liability to any Insured, Excluded Contractor, Exempted Contractor, or others for any product manufactured, assembled, or otherwise worked upon away from the Site, unless such manufacturing or assembly is expressly required by this Contract.

- (d) **Builder’s Risk /Installation Floater** Insurance with a limit equal to the value of the Contract amount up to a maximum amount of \$100,000,000 each occurrence. This policy shall cover the interests of each Insured as their interest may appear, in all real and personal property owned, used, or intended for use or hereafter created, installed, or acquired, including while in the course of building, erection, installation and assembly. This insurance shall be primary to cover property damage suffered by an Insured. Tools owned by mechanics, and machinery, tools and equipment, and other personal property of any kind owned, rented or in the care, custody and control of the Contractor, and its subcontractors, used in the building, erection, assembly, and installation will not be covered.

Coverage under this policy shall be governed by the actual policy language and shall not include those risks normally excluded from such policies.

The affected Contractor/Subcontractor shall be responsible for the first \$50,000 for each incident where the Contractor/Subcontractor is seeking coverage under this policy, as well as, regarding any occurrence the cause of which is the fault of any Contractor or Subcontractor. (The \$50,000 will not be covered by any OCIP insurance policy.)

The affected Contractor/Subcontractor shall be responsible for the first \$750,000 for each incident where the Contractor/Subcontractor is seeking coverage for Flood in Special Flood Hazard Areas (SFHA), areas of 100 year flooding (Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30) and Shaded X, as defined by the Federal Emergency Management Agency or equivalent.

The affected Contractor/Subcontractor shall be responsible for the first \$250,000 for Named Windstorm.

- (e) **Railroad Protective Liability Insurance** (ISO-RIMA or equivalent form as determined by the MTA) with limit of liability of \$10,000,000 per occurrence and subject to a \$20,000,000 aggregate. As contractually obligated, this policy shall cover the Work to be performed at the Site and afford 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. Physical Damage shall mean direct and accidental loss of or damage to "all property of any Named Insured and all property in any Named Insured's care, custody or control".

2. General Provisions

- (a) The Owner will furnish to each Insured a copy of a certificate of insurance as evidence of coverage under the OCIP.
- (b) Premium adjustments, including return premiums and dividends for Workers' Compensation Insurance, General Liability Insurance, Builder's Risk Insurance, and Railroad Protective Liability Insurance, belong to the Owner. The Contractor shall execute, and cause each subcontractor to execute, each instrument of assignment necessary to permit Owner receipt of these adjustments.
- (c) The Contractor and each subcontractor shall inform their insurance broker or agent to exclude exposure data for OCIP coverage for purposes of calculating premium.
- (d) The Contractor shall cooperate with and assist, and cause each of its subcontractors to cooperate with and assist, in every possible manner, the Owner, the Insurance Broker, and Insurers with respect to:
- accident reporting and claims handling procedures.
 - enrollment and payroll reporting procedures as outlined in the Project Insurance Manual.
 - payroll audits for the purposes of developing and determining premiums.
 - maintaining payroll records relating to this Contract such that they shall be separated from other work; and
 - audit and inspection requests.
- (e) Owner will have no obligation to furnish insurance other than specified in this Section. Nothing contained herein shall be deemed to place any responsibility on Owner for ensuring that the insurance required herein is sufficient for the conduct of the Contractor's or each subcontractor's business. Any type, quality or quantity of insurance coverage or increase in limits not provided by the OCIP, which the Contractor or its subcontractor(s) require for its or their own protection or on account of statute, shall be the responsibility of Contractor or its subcontractor(s) at their own expense. Owner assumes no responsibility for furnishing coverage in excess of the policy limits. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit, or be construed to relieve or limit, the Contractor or its subcontractor(s) of any responsibility or obligation whatsoever otherwise imposed by this Contract.
- (f) Contractor acknowledges that Owner is not an agent, partner, or guarantor of the OCIP Insurers and is not responsible for any claims or disputes between Contractor and the Insurers.

- (g) Each Contractor/Subcontractor shall provide details about its Sub-subcontractors as necessary for OCIP enrollment. The onsite full time OCIP Administrator for the MTA will need all the information requested on the Enrollment Application form (Form A). This form must be completed and submitted to the onsite full time OCIP Administrator prior to mobilization to obtain coverage under the OCIP.

A separate Enrollment Application form (Form A) is required for each Eligible Sub-subcontractor of any tier that performs Work at the Project Site. A separate Workers' Compensation policy will be issued to each Enrolled Party.

The OCIP Administrator will issue to each Enrolled Party a Welcome Letter and OCIP Certificate of Insurance acknowledging acceptance of the applicant into MTA OCIP.

Copies of the General Liability, Excess Liability, and Builder's Risk policies will be available, upon written request to the Insurance Administrator.

- (h) At the completion or termination of each subcontractor's work at the Site, the Contractor shall submit the Notice of Work Termination Form (OCIP Form E) as found in the Project Insurance Manual.
- (i) The Contractor and each subcontractor shall furnish to the Insurance Administrator, within ten (10) days after the end of each month, Certified Payrolls for all work performed at the site.
- (j) Coverage under the OCIP shall be governed by and limited to the actual policies of insurance constituting the OCIP coverage. The descriptions of insurance coverages contained in this Section are not intended to be complete or to alter or amend any provision of the actual insurance policies. In matters, if any, in which the description may conflict with such instruments, the provisions of the actual insurance policies shall govern.

SECTION V – CONTRACTOR REQUIRED INSURANCE COVERAGE

1. **Workers' Compensation Insurance (for off-site operations only)** 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 Contractor leases one or more employees using a payroll, employee management, or other similar company, then Contractor must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability.
 - If the Work will involve, in whole or in part, work or operations on the navigable waters of the United States or on a flagged vessel, then Contractor shall obtain coverage pursuant to the Jones Act and/or the Longshoremen's and Harbor Worker's Compensation Act as applicable.
2. **Commercial General Liability ("CGL") Insurance (for off-site operations only)** 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 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 ten (10) 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 the amount set forth in **Article I, Section A. Insurance Schedule** and shall comply with the following provisions:
 - Primary General Liability limits may not be satisfied by umbrella / excess liability insurance.
 - Policy shall include independent contractor and contractual liability coverages, including liability of other persons or organizations for whom the named insured is responsible or who perform work on the named insured's behalf.
 - The policy shall not contain any contractual exclusion relative to labor laws, or employer's liability exclusions unless such exclusions contain an "insured contract" exception which renders such exclusions inapplicable where the named insured has agreed in a written contract or agreement to assume the tort liability of another, 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: action over exclusion, for injury to any employee of any insured, or contractor or subcontractors and their workers exclusion; construction exclusion; construction defect exclusion; "designated states exclusion," or "designated work exclusion" (state/location); classification (codes) limitation/scope of work/heights exclusions; leased worker exclusion; crane exclusion; demolition exclusion or "explosion, collapse and underground" exclusion.

- The policy shall not contain any endorsements or limitations which bar coverage for work other than as described in a classification of operations.
 - The policy shall afford the required limits of liability on a separate per project basis under which the required insurance may not be eroded, impaired or exhausted due to claims, suits, or liabilities at another location.
 - The policy shall not contain cross liability exclusions that apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
 - Coverage shall contain no provision that would prevent, preclude or exclude any claim or loss involving bodily injury or physical damage resulting from a cybersecurity incident.
 - Coverage shall contain no provision that would prevent, preclude or exclude any claim or loss involving bodily injury or physical damage resulting from an unmanned aircraft or drone incident, where applicable.
 - Coverages shall not contain:
 - Labor Law exclusions, including, but not limited to, New York Labor Law §§ 240 and 241.
 - Cross-suit liability exclusions for claims between named insured and additional insureds.
 - Exclusions and/or limitations for the work of the Contractor's contractors or subcontractor (subcontractor's warranty provision).
 - Height or exterior height limitations or exclusion.
 - Exclusions for gravity related injuries or:
 - Terrorism exclusions.
 - 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** covering any owned, non-owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance, use of an auto. 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 the amount set forth in **Article I, Section A. Insurance Schedule**. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor 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**, - If the Contractor proposes to use an umbrella/excess policy to meet required insurance limits, then the policy must be written on an occurrence basis 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 "follow form" basis, with only such exceptions expressly approved by MTA.

5. Contractors Pollution Liability Insurance with limits not less than the amount set forth in **Article I, Section A. Insurance Schedule** per occurrence and general aggregate on a per project basis including completed operations coverage to be maintained for at least five (5) years after final completion of the work. Policy shall cover environmental damage resulting from pollution conditions that arise from, or results from the construction and/or the operations of the contractor or its subcontractor, as applicable, and described under the scope of services of this contract. Coverage must apply to sudden, accidental, gradual, 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 Work. Such insurance shall include but not be limited to:

- Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death, and medical monitoring
- Policy shall contain no cross-liability exclusion
- Employer's Liability exclusions must include giveback for insured contracts
- Property damage, including 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 coverage including the loading and unloading of products, goods, and/or waste and non-owned disposal site coverage (with no sunset clause/restricted coverage term) if Contractor or subcontractor 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

6. Contractor's Protective Professional Indemnity (CPPI) Insurance Contractor shall procure and maintain a project specific CPPI Insurance covering damage for liability arising out of any negligent act, error, or omission in the rendering of or failure to render professional services in the performance of the Work to be performed under this Contract by any party providing construction management, architectural, engineering (including but not limited to structural, mechanical, electrical engineering), specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants, and/or surveying services, and/or any party whose work or services involves the preparation of plans or drawings. The policy shall cover Contractor, Designer of Record, all Design Professionals and consultants, and any design subconsultants, retained by or through Contractor with limits not less than the amount set forth in **Article I, Section A. Insurance Schedule** per claim and policy aggregate with a deductible not to exceed \$100,000, in a form and from an insuring entity satisfactory to MTA in MTA's sole good faith discretion; such insurance shall include an Extended Reporting Period of ten (10) years following Substantial Completion (or the equivalent of a 10-year Extended Reporting Period), unless otherwise approved in advance by MTA. The policy shall include, but not be limited to:

- Construction Management must be listed as a Professional Service covered by the policy without being subject to limitation by a specific definition.
- Technology Services must be listed as a covered service with respect to BIM hosting and management responsibilities (Projects utilizing BIM).
- Limited contractual liability and defense costs for MTA.
- Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any Work under the Agreement and policy will state that in the event of cancellation or non-renewal the discovery period for insurance claims will be at least five (5) years or otherwise as by agreement with MTA.
- Policy shall not contain any exclusions directed toward any types of projects, materials, services, or processes involved in the Work.
- Policy shall not contain a pollution exclusion.
- Policy shall be maintained for ten (10) years after final completion of the Work and the acceptance of final payment for the Work or to the applicable statute of repose, whichever is less.
- Indemnified party endorsement covering all Indemnified Parties for liabilities, damages, and attorneys' fees and related cost due to any claim asserted by a third-party against all Indemnified Parties.

7. Technology Errors and Omissions Insurance coverage for liability from errors, omissions or negligent acts in rendering or failing to render computer or information technology services and technology products including bodily injury. Coverage for violation of software copyright shall be included and shall cover the failure of products to perform the intended function or serve the intended purpose. Services insured shall include, as applicable:

- Systems analysis
- Systems programming
- Data processing
- Systems integration

- Outsourcing including outsourcing of development and design work
- Systems design, consulting, development, and modification
- Training services relating to computer software or hardware
- Management, repair and maintenance of computer products, networks, and systems
- Marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software
- Data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output.

The policy shall not contain a provision that would prevent, preclude or exclude liability triggered by or connected to a network failure, system failure or the disclosure of private information. Coverage under the policy shall extend to actual or alleged acts, errors or omissions committed by Contractor or its agents, subcontractors, independent contractors, or employees.

The policy shall be on a per occurrence basis with limits not less than the amount set forth in **Article I, Section A. Insurance Schedule**. If the policy is subject to an aggregate limit, replacement insurance will be required if the aggregate is exhausted. Contractor shall be responsible for all claim expenses and loss payments. If insurance is provided on a claims-made basis, Contractor must maintain continuous coverage during the term of the Contract and include the following:

- Policy retroactive date coincides with or precedes Contractor's start of provision of services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements).
- Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
- If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from services performed in connection with the Agreement.

8. Cyber and Privacy Insurance covering MTA's proprietary information or the personally identifiable information of MTA employees, customers or other third parties in an electronic format, or impacts systems where such information is stored, processed, analyzed, or transmitted. The Contractor shall maintain coverage for costs, expenses, lost revenues, fines, penalties, losses, settlements, and/or consent decrees, if applicable, related to the following:

- Liability resulting from the actual or suspected disclosure, unauthorized access, destruction, loss, alteration, misappropriation, or unlawful acquisition of commercial and/or personally identifiable information that is deemed confidential by MTA or is otherwise considered to be confidential or protected from disclosure by law or agreement, and shall extend to include indemnification of MTA's investigation, notification, regulatory response, and remedial action costs, including attorney's fees, in the event of an actual or alleged security or data breach, whether or not required by statute; including alleged theft of data in any form;
- System failure or interruption and related costs, liabilities, and lost revenues, with a waiting period of no more than 8 hours.

- Information security incidents, including but not limited to, social engineering, phishing, fraudulent transfer, ransomware, denial of service attacks, or transmission of malicious code.
- Liability resulting from actual or suspected disclosure, unauthorized access, destruction, loss, alteration, misappropriation, or unlawful acquisition of electronic information and electronic assets or liability for economic harm suffered by others from an actual, suspected, or alleged failure of Contractor's computer or network security, whether the attack originated internally or externally.
- Defense of any regulatory action, litigation, or other actual or anticipated adversarial proceeding involving an alleged breach of privacy, confidentiality, integrity, or availability of information and shall extend to include investigation expenses, including legal counsel, a crisis communications firm and computer forensic/cybersecurity experts, and indemnification for fines, penalties, liability, and any other resulting costs.
- Retaining a computer forensic/cybersecurity incident response firm.
- Retaining a crisis communication firm.
- Hardware replacement.
- Software replacement.
- Data asset protection and the costs to recollect, restore, or recreate electronic data, software or other applications that have been altered, corrupted, destroyed, deleted, or damaged by a computer attack.
- The cost of notifying individuals, government agencies, credit reporting agencies, and other entities of a security or data breach.
- The cost of credit monitoring services, call center services, and any other causally related crisis management services and expenses for up to two (2) years to support those affected.
- Cyber extortion threats or extortion relating to an actual or alleged breach of computer security and or actual or alleged release of confidential information.
- Coverage shall contain no provision that would prevent, preclude or exclude a claim triggered by or connected with an actual or suspected act of cyber terrorism, cyberwar, or hostilities between/among nations. Coverage shall contain no provision that would prevent coverage based upon the reasonableness of information security efforts.
- Coverage shall contain no provision that would prevent, preclude or exclude any claim or loss triggered by or connected with an alleged breach of any privacy policy or of any contractual obligation with MTA.
- Coverage shall contain no provision that would prevent, preclude or exclude any claim or loss involving employee-owned computer or mobile devices used in furtherance of the Contractor's or MTA's business.
- Coverage shall contain no provision that would prevent, preclude or exclude loss for physical or bodily injury if such physical or bodily injury arises out of mental anguish, mental injury, shock, humiliation, or emotional distress.
- Coverage under the policy shall extend to actual or alleged acts, errors or omissions committed by Contractor or its agents, subcontractors, independent contractors, or employees.
- Coverage shall contain language specifying that any consent required from the insurer shall not be unreasonably withheld.
- Coverage shall contain severability for the insured organization for any intentional act exclusions and shall include consequential or vicarious liabilities and direct losses for

- the wrongful acts or failures of Contractor and of MTA. Additionally, such policy shall cover consequential or vicarious liabilities and direct losses; and
- This coverage shall have the “Insured v. Insured” exclusion amended to allow an “Additional Insured” to bring a claim against the Named Insured.

The policy shall be on a per occurrence basis with limits not less than the amount set forth in **Article I, Section A. Insurance Schedule**. If the policy is subject to an aggregate limit, replacement insurance will be required if the aggregate is exhausted. Contractor shall be responsible for all claim expenses and loss payments. If any insurance coverage part is provided on a claims-made basis, Contractor must maintain continuous coverage during the term of the Contract and include the following:

- Policy retroactive date coincides with or precedes Contractor’s start of services under the Contract and shall continue until the termination of the Contract (including subsequent policies purchased as renewals or replacements).
 - Policy allows for reporting of circumstances or incidents that might give rise to future claims.
 - No bar to coverage due to untimely notice unless the insurer has suffered actual prejudice due to such untimely notice; and
 - If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from services performed in connection with the Contract.
9. **Protection & Indemnity Insurance (including crew)** covering all marine hazards and injuries to crew members (if not provided under other insurance) when any watercraft such as boats or barges are used. Policy must cover liability for any third-party bodily injury or property damage caused by the vessel or barge. This includes injury to the seamen, master, and members of a crew. Policy shall have Limits of not less than the amount set forth in **Article I, Section A. Insurance Schedule** per occurrence. The policy should be specifically endorsed to include contractual liability coverage sufficient to meet Contractor’s contractual indemnity obligations to MTA and the ‘As Owner’ limitation removed with respect to MTA’s status as Additional Insured. ‘Special Operations’ coverage shall be provided and/or any exclusions associated with marine construction work shall be effectively deleted. The crew P&I cover shall include coverage for Maintenance & Cure / Unearned Wages.

SECTION C. GENERAL INSURANCE REQUIREMENTS.

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

1. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to MTA. The insurance underwriter (s) must be duly licensed or approved Surplus Lines insurer in the state where the Work is to be performed and must have a financial rating of AVIII or better in the most recent edition of AM Best's Key Rating Guide or otherwise satisfactory to MTA.
2. **Insurance Policies.** The Contractor shall furnish certified copies of all insurance policies required to be maintained under this Contract within ten (10) business days after receiving MTA's request.
3. **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 Contract states that the coverage provided to an additional insured shall be no broader than that required by Contract, or words of similar meaning, the parties agree that nothing in this Contract 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 Contractor'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 Contract shall be deemed to require such full limits.
4. **Wrap-Up Exclusions.** If Contractor'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 Contractor 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.
5. **Right to Request Additional Insurance.** Upon direction by MTA, the limits of coverage amounts may be increased, or additional types of insurance may be required if reasonable and appropriate.
6. **Additional Insureds.** All insurance *(except for Workers' Compensation, unless otherwise noted)* required under Article I, Sections A and B shall name the parties listed in Article I, Section E 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 Commercial General Liability Insurance, additional insured coverage must be provided on ISO forms or their equivalent and shall be at least as broad as CG 20 10 /CG 20 38 and CG 20 37. No other General Liability Additional Insured endorsement will be accepted unless approved by MTA.

- 7. Primary and Non-Contributory.** Each policy required, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by MTA shall be called upon to contribute to a loss covered by insurance for the named insured.
- 8. Waiver of Subrogation.** To the fullest extent permitted by law, Contractor will require all insurance policies to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall apply 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.
- 9. Self-Insured Retentions.** None of the insurance required shall be subject to any self-insured retention greater than \$500,000 without approval by MTA. Requests for higher deductibles must be submitted in writing for consideration. If MTA C&D/MTA agrees to accept such higher deductible, that approval will be given in writing. If approved, such self-insured retention or deductible maintained by the Contractor shall cover any liability imposed upon the Contractor and any and all of its subsidiaries with respect to all operations, work, and obligations assumed by the Contractor. The Contractor represents that such program provides the Indemnified Parties with all rights, immunities, and protections that would be provided by traditional independent insurance, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies pursuant to the terms of the Contract.
- 10. Subcontract Agreements.** Contractor shall by appropriate written agreements flow down the requirements for (i) waiver of subrogation (ii) additional insured coverage and (iii) other requirements of this Section to all tiers of subcontractors, for all insurance required of such subcontractors by Contractor for the Work.
- 11. No Limitation.** Nothing contained in the Insurance Requirements shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages resulting from their operations. Contractor's obligations to procure insurance are separate and independent of and shall not limit Contractor's contractual indemnity and defense obligations. MTA does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Contractor.
- 12. Notice of Cancellation or Non-Renewal.** The Contractor agrees to notify MTA thirty (30) days prior to any cancellation, non-renewal or material change to any insurance policies required. Notice shall be sent electronically to the "*designated*" email address assigned to this contract via the MTA Certificate of Insurance Management System (CIMS), Complianz™.
- 13. Notice of Occurrence.** The Contractor shall immediately send to MTA C&D's General Counsel (with a copy to the Project Manager), 2 Broadway, 8th Floor, New York, NY 10004, a notice of any occurrence likely to result in a claim against MTA and shall also send to the General Counsel detailed sworn proof of interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of the Contract.

Further, on a quarterly basis, Contractor shall send electronically a listing of all incidents that have been reported to the “*designated*” *email address* assigned to this contract via the MTA Certificate of Insurance Management System (CIMS), Complianz™.

- 14. Insurance Not in Effect:** If, at any time during the period of this Contract, insurance as required is not in effect, or proof thereof is not provided to MTA, MTA shall have the options to: (i) direct the 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.
- 15. Conformance to Law.** If applicable law limits the enforceability of any of the foregoing requirements, then Contractor shall be required to fully comply with the foregoing requirements 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 VI - INSURANCE FURNISHED BY EXCLUDED CONTRACTORS

In addition to the requirements contained in Section V of this Article, each Excluded Contractor, as defined in this Section, shall furnish, and always maintain in force during this Contract until Final Completion the following policies of insurance:

- (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 New York State. When applicable, the policy shall be endorsed to include the Longshore and Harbor Workers' Compensation Act and/or Maritime Coverage Endorsement (Jones Act Endorsement).

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.

Maritime Coverage Endorsement (Jones Act) - When operations are to be performed upon navigable waterways and barges, Tugboats, or other vessels on the ocean or on intra-coastal rivers and canals, or when 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.

- (b) **General Liability Insurance** (I.S.O. CG 00 01 01 13 Form or equivalent approved by the MTA C&D/MTA in the Contractor's name with limits of liability of at least \$5,000,000, for each occurrence and in the aggregate. The Products/Completed Operations Aggregate Limit for injuries to persons (including death) and damage to property must also be at least equal to the amount 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 or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance (including self-insurance) of MTA C&D/MTA and must be exhausted before implicating an available MTA C&D/MTA policy.

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

- Contractual coverage for liability assumed by the Contractor under this Contract.
- Personal and Advertising Injury Coverage.
- Products and Completed Operations extending at least one year after project completion.
- 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 removed, where necessary and applicable to the work.

- 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 removed in this respect; and
- Additional Insured Endorsement (I.S.O. Form CG 20 10 and additional Insured Completed Operations I.S.O. Form CG 20 37 or equivalent approved by the MTA C&D/MTA), naming the Owner, and all other Indemnified Parties under this Contract as additional insured.

2. General Provisions

- (a) Except that as otherwise provided in this Section, 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 Owner and shall deliver evidence of such policies.
- (b) These policies shall:
 - Be written in accordance with the requirements of the paragraphs above, as applicable.
 - 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 or self-insurance that may be available to the MTA C&D/MTA, and (b) that the Contractor's policies, primary and excess, shall be exhausted before implicating any available MTA C&D/MTA policy; and
 - 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 available MTA C&D/MTA policy, Contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any MTA C&D/MTA policy available.
- (c) Should any of the policies listed herein be canceled, materially changed, or not renewed, notice shall be delivered to the Owner c/o MTA Risk and Insurance Management Department - OCIP On-Site Administrator, 2 Broadway, 16th floor, New York, NY 10004 by Certified Mail, return receipt requested.
- (d) Policies written on a claims-made basis are not acceptable, except for Professional Liability.
- (e) 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.
- (f) Except as otherwise indicated in the detailed coverage paragraphs above, self-insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved in writing by MTA C&D/MTA based on a review of the Contractor's financials. The Contractor shall be responsible for all claims expense and loss payments within the deductible or self-insured retention.
- (g) The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

(h) The Contractor shall furnish evidence of all policies before any work is started to:

MTA Risk & Insurance Management
c/o OCIP On-Site Administrator 2 Broadway – 16th floor
New York, NY 10004

- (i) Certificates of Insurance may be supplied as evidence of the above policies, except for the Builder's Risk and Railroad Protective Liability policies. However, MTA C&D/MTA reserves the right to request copies of such policies herein described above. If requested by MTA C&D/MTA, the Contractor shall deliver to MTA C&D/MTA, within five (5) 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:

- be provided on the MTA C&D/MTA OCIP Certificate of Insurance Form, as applicable.
 - be signed by an authorized representative of the insurance carrier or producer and notarized.
 - disclose any deductible, sublimit, self-insured retention, aggregate limit, or any exclusions to the policy that materially change the coverage.
 - indicate the Additional Insured, Additional Named Insured and/or Named Insured as required herein; Contractor/Consultant must provide a physical copy of the Additional Insured Endorsement (ISO Form CG 20 10 11 85 version or equivalent) – endorsements must include policy number(s).
 - reference the Contract by number on the face of the certificate; and
 - expressly reference the inclusion of all required endorsements.
- (j) If, at any time during the period of this Contract, insurance as required is not in force, or proof thereof is not provided to the Owner, the Owner shall have the options to:
- direct the Contractor to suspend work with no additional cost or extension of time due on account thereof; or
 - treat such failure as an Event of Default.
- (k) Although the Owner is not responsible for and does not contractually require such coverage, the Contractor should determine that its subcontractors enrolled in the OCIP have adequate Automobile Liability insurance. In addition, the Contractor should determine that its subcontractors enrolled in the OCIP have adequate Workers' Compensation and General Liability coverage for off-site work.

SECTION VII – OCIP ENROLLMENT AND ADMINISTRATION

OCIP Forms, Samples and WrapX Information

OCIP Forms

This section contains the forms needed for the OCIP.

- Alliant Enrollment Application (Form A & Form B): this can also be completed online via <http://alliantwrapx.alliantinsurance.com/ContractorPortal>
- WrapX Access and Payroll Reporting Instructions
- Sample Certificate of Insurance for Enrolled Parties - **Note:** Subcontract may contain additional requirements, please refer to your Subcontract for additional details.
- Sample Certificate of Insurance for Excluded Parties – **Note:** Subcontract may contain additional requirements, please refer to your Subcontract for additional details.

Note: For assistance in completing these forms, please contact the OCIP Administrator.

Kamari Carter
Alliant Insurance Services

Kamari.Carter@alliant.com

FORM A - ENROLLMENT FORM

Section I – Contract Information

Company Name:	Address:
Phone:	Fax:
Contact:	Email:
Federal ID#:	EMR:
Is your contract/bid: <input type="checkbox"/> Lump Sum <input type="checkbox"/> Time & Materials <input type="checkbox"/> Unit Pricing <input type="checkbox"/> Other	
Work Description:	
Estimated Start Date:	Estimated Completion Date:
Who are you contracted with?	
Are you subcontracting out any work? <input type="checkbox"/> Yes* <input type="checkbox"/> No	

Section II

Your Workers' Comp Carrier:
Your Workers' Comp Policy #:
Your Workers' Comp effective and expiration:
Rating Board File #:
Rating Date:
Your General Liability Carrier:
Your Automobile Liability Carrier:
Your Excess Liability Carrier:

Insurance Agent/Broker Information:

Name:	Address:
Contact:	Phone:
Date Prepared:	Fax:

Note: All your lower-tier subcontractors MUST complete forms A and B in order for them to commence work on site. ENROLLMENT IS NOT AUTOMATIC.

Signature: _____ Date: _____

Print: _____ Title: _____

FORM B – INSURANCE COST WORKSHEET

Section I

Contract/Bid Information

Contractor Name:	Alliant Assigned Contract #
Gross Contract Value (including insurance cost):	Net Contract Value (excluding insurance Cost):
Estimated Limited Payroll*:	Estimated Unlimited Payroll**:
Workers Compensation Deductible Amount:	General Liability Deductible Amount:

**Per NYCIRB workers compensation payroll limitation program*

***Straight wage rate times hours worked – no overtime premium.*

Section II

Calculate your insurance premium.

WC Trade Classification	WC Class Code	Work Hours	Estimated Limited Payroll*	Manual WC Rate	Premium = Est. Payrolls x WC Rate/100
			\$		\$
			\$		\$
			\$		\$

Attach separate worksheet if more codes apply.

Use Project Site Payroll only to calculate Total Insurance cost.

		Total Manual Premium		\$
		x Experience Mod		
		= Modified Premium		\$
Description		Rate	Modified \$	Running Total
	+ or -		\$	\$
	+ or -		\$	\$
	+ or -		\$	\$
	+ or -		\$	\$
= Total WC Premium				\$

General Liability

Current Rate	Factor 100/1000	Unlimited Payroll OR Receipts	Premium
		\$	\$

Excess Liability

Current Rate	Factor 100/1000	Unlimited Payroll OR Receipts	Premium
		\$	\$

Overhead and Profit		15%	\$
TOTAL ESTIMATED INSURANCE COST			\$

I hereby warrant that this worksheet reflects the projected insurance cost that would apply in the event my regular insurance program was in force at this location. I also recognize that the MTA and/or their wrap-up administrator Alliant may request copies of my actual policies to confirm these costs.

Signature: _____ Date: _____

Print: _____ Title: _____

FORM – E
NOTICE OF WORK COMPLETION FORM

Company Name:	Address:
Contact for Audit:	Federal ID#:
Project Site:	
First Day on Site:	Last Day on Site:
Final Total Payroll:	Original Contract Value:
Change Order Amount:	Final Contract Value (including change orders):

Complete for all subcontractors

Subcontractor Name	Completion Date	Final Contracting Value (including change orders)
		\$
		\$
		\$
		\$

We hereby verify that all contract work, including the work of subcontractors, has been completed and all on-site payrolls have been submitted.

Signature: _____

Print

Name: _____ Date: _____

TO BE SUBMITTED TO MTA OR THEIR REPRESENTATIVE FOR COMPLETION:

The above referenced contractor has completed their work at the project site under their contract with our firm on the above date.

General Contractor: _____

Signature: _____ Date: _____

As per your contract, your final payment may not be released until all payroll has been submitted and payroll audits are performed, including your subcontractor's work of every tier.

Please return to:

Kamari Carter

Alliant Insurance Services

Email: kamari.carter@alliant.com

FORM F – Notice of Subcontract Award

Hiring Contractor Information

Subcontractor Making Award:	Alliant Assigned Contract #
By:	Title:
Phone:	Fax:
Email Address:	Date:

Subcontractor Information

Subcontractor Name:	Subcontractor FEIN:
Estimated On-site Start Date:	Contract Value:
Contact Name:	Email Address:
Scope of Work:	Phone #:

Please Note: It is the responsibility of the Contractor awarding the Subcontract to ensure that their tier sub(s) fill out, maintain, and file all necessary Wrap-up Enrollment forms and Insurance documentation with the Wrap-up Administrator. No hired tier sub may commence work until they are properly designated as an Enrolled Party into the Wrap-up program, as evidenced by a Certificate of Insurance provided by the Wrap-up Administrator

All lower-tier subcontractors MUST complete forms A and B to complete their CCIP Enrollment.

How to Access the WrapX Contractor Portal

An account will be created for all users upon submittal of Notice of Award (NOA). *If you are already registered, log in and proceed to Completing Enrollments on Page 3 below.* Open the Alliant WrapX Contractor Portal URL in a web browser: <https://alliantwrapx.alliant.com/ContractorPortal/>. The Alliant WrapX Contractor Portal login screen will be displayed.

How to Log In

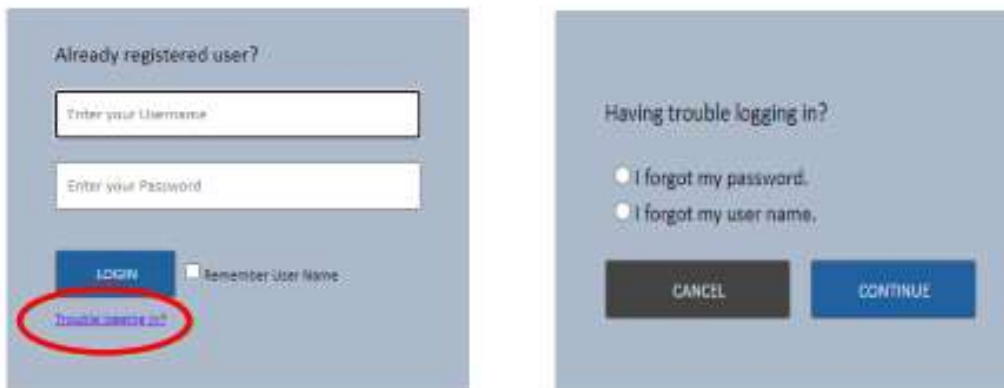
Once at the WrapX home page:

- Contact the Alliant CIP Administrator to obtain a **Username**.
- Enter your unique **Username** and enter your **Password**.
- Click on the **“LOGIN”** button to gain access to the secure WrapX Contractor Portal.
- Please note that the first time you log on you will be requested to change your password.
- If you forgot your password or ID, click on **“Trouble logging in?”** and follow the instructions.



Forgot Username or Reset Password Screen

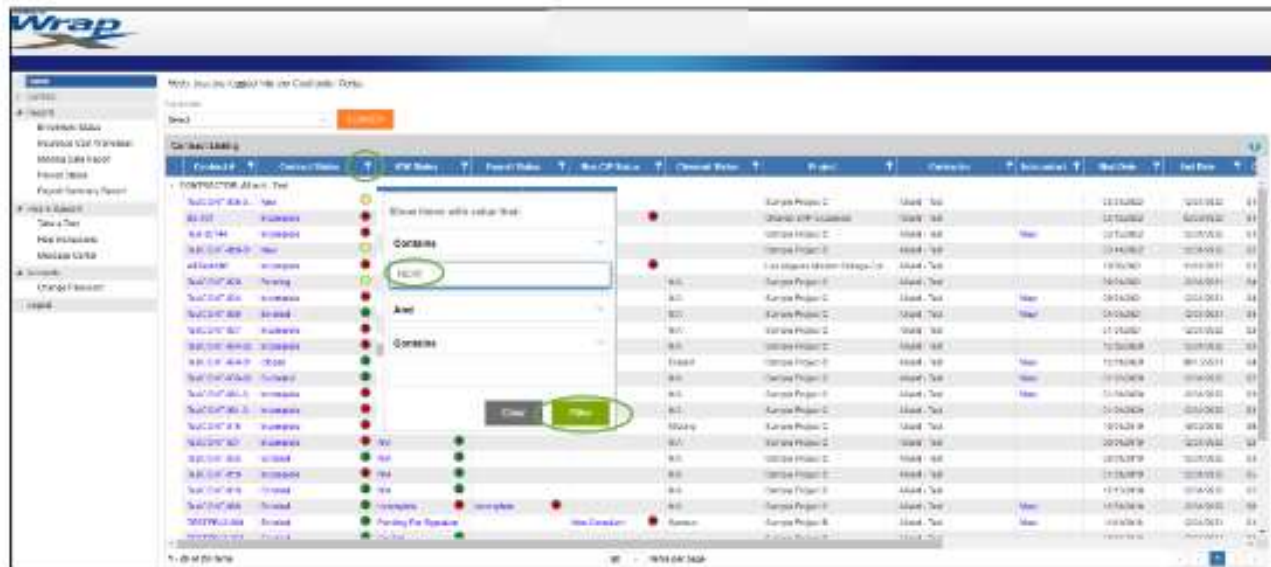
If you forgot your username or password, click on **“Trouble logging in?”** and follow system prompts.



Once all required information has been submitted (ex: email address and/or username), temporary credentials will be directly sent to contractor. If a temporary password is not received within a few minutes, please check your spam folder, or reach out to Alliant CIP Administrator.

Completing Enrollments

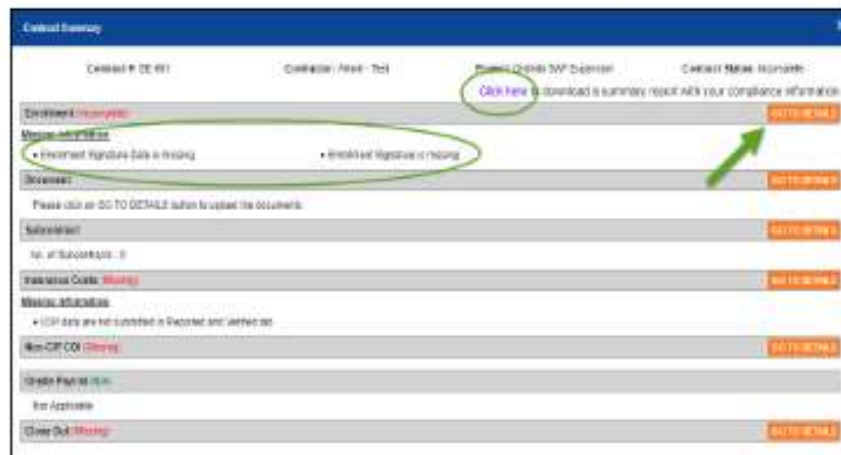
- To find your newly added contract(s), filter your contracts by **New**.
- Contracts that are in process for enrollment will show a status of **Incomplete** or **Pending**.



Contract Status Color Codes

- Click on the Contract Number of the contract you need to update, to begin the process. The enrollment wizard will start on the Review page. Any section that is not compliant will be listed in **RED**.
- Areas of concern can be identified by finding the Missing Information, as shown below.

#	Contract Status	Color
1	Incomplete	RED
2	Enrolled	BLUE
3	Pending	Green
4	Excluded	Black
5	New	Yellow
6	Closed	Brown



- If you wish to run a report summarizing all information required to complete the enrollment, choose "[Click here](#)" at the top of the screen, to run and download the report
- Choose "[GO TO DETAILS](#)" to begin updating the contract

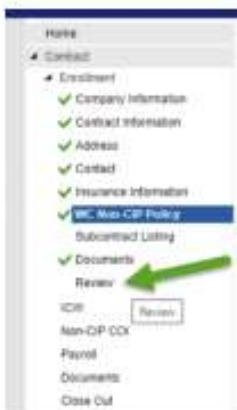
- After clicking **"GO TO DETAILS"**, you will be directed to the Enrollment Process. Any sections with missing data are notated with a red **X**, as shown below.
- Click on **"EDIT"**, in the section(s) where the additional data is needed.
- To quickly move to the next section, you can choose an item shown as incomplete (with a red **X**)

Enter the missing data and click **"NEXT"** to proceed to the next section

Updating Address

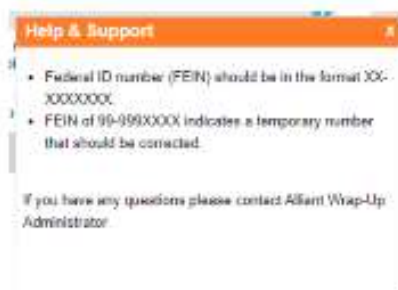
- If your address already exists in the system, you may choose **"Select Existing Address"**
- Otherwise, enter the data as required
- To add a second address, Click on the Green Plus sign **+**
- Choose **"NEXT"** to proceed through the data entry

Reviewing Enrollment



- Once all items have been properly added to the contract, Click on "[Review](#)"
- Scroll to the bottom of the screen
- Check the Electronic Signature box
- Enter your Name and Click Submit.

If you have any questions while entering information, please use the [Help & Support](#) pop-out window to get on the spot help tailored to the section you are reviewing.



Information Required for Enrollment in the System

Usual Information Required for Enrollment		
	Item	Help
1	Contractor FEIN – Federal ID Number	This is a 9 digit company number that is required for enrollment
2	Contract Description	Detailed Scope of work
3	Start Date at project site	Day physical work starts at jobsite
4	Contractor Address	Physical address of office. Any P.O. Box should be entered under Mailing address
5	Workers' Compensation Class Codes for onsite work	A four digit code that is state specific and can be located in your company WC rate pages
6	Estimated Man hours and Payroll	Entered For each class code
7	Experience Modifier (EMR)	Located in your company WC rate pages and entered as a decimal number (ex: 125% = 1.25 or 75% = 0.75)
8	WC Offsite Carrier/Policy #/Term	Corporate WC carrier name/policy number
9	Other basic information about the contract	Contract Value; contact information for Company and/or Payroll; etc.

How to Report CIP Payroll

Payroll is reported via the Alliant WrapX Contractor Portal. Credentials are typically provided at the time of enrollment. If you are joining the project after enrollment, or are otherwise in need of a username and password, please contact the Alliant CIP Administrator.

- Log into the Contractor Portal
- Find the contract where you would like to enter payroll for the month.
- If any payroll is missing, you will see the Payroll Status as **Incomplete**
- Click on the Contract number to open the Contract Summary

Contract Summary

Contract #: TestCONT-001 Contractor: Alliant - Test Project: Sample Project C

[Click here to download a contract](#)

Document Details

Document Information

Document

Please click on GO TO DETAILS button to update the document.

Subcontract

No. of Subcontracts: 2

Insurance Data [Add](#)

Not Applicable

New CIP COV Contracts

All Information Submitted

Onsite Payroll [Incomplete](#)

Man Hours

• Nov 2020, Feb 2021, Jan 2021, Dec 2020, Nov 2020, Oct 2020, Sep 2020, Aug 2020, Jul 2020, Jun 2020, May 2020, Apr 2020, Mar 2020, Feb 2020, Jan 2020, Dec 2019, Nov 2019, Oct 2019, Sep 2019, Aug 2019, Jul 2019, Jun 2019, May 2019, Apr 2019, Mar 2019, Feb 2019, Jan 2019, Dec 2018, Nov 2018, Oct 2018, Sep 2018, Aug 2018, Jul 2018, Jun 2018, May 2018, Apr 2018, Mar 2018, Feb 2018, Jan 2018

Insurance Details

• Jun 2020 - Missing Details - 21

Final Payroll

Apply your interpretation of people count

Select [SEARCH](#)

Contract #	Contract Status	ICW Status	Payroll Status	Non-COV
TestCONT-000	Closed	Incomplete		
TestCONT-001	Incomplete	N/A		
TestCONT-004-02	Incomplete	Incomplete	Incomplete	
TestCONT-004-01	Closed	Incomplete		
TestCONT-006-02	Enrolled	N/A		
TestCONT-001-0	Incomplete	Missing		
TestCONT-001-0	Incomplete	Incomplete		
TestCONT-010	Incomplete	N/A		
TestCONT-001	Incomplete	N/A		
TestCONT-010	Incomplete	N/A		
TestCONT-010	Enrolled	N/A		
TestCONT-000	Enrolled	Incomplete	Incomplete	
TESTPRJ2-000	Enrolled	Pending For Signature		Non-COV

- Find Onsite Payroll section
- Click on **"GO TO DETAILS"** to begin payroll entry process

If payroll is delinquent:

- System will default to the latest missing payroll
- The missing dates will be pre-filled
- For a New Entry, manually add the dates for the month
- Complete the payroll entry by entering Man hours and Payroll, (Straight time, unburdened payroll)
- Clicking on the **No Activity** box will prefill 0 (zero) for man hours and payroll for all lines for the month
- Clicking on the **Final Payroll** box will initiate the closeout of the contract. Payroll is still due until the closeout is accepted by the GC and completed by the Alliant CIP administrator
- Click Submit to complete the payroll entry
- Choose the Next month that should be entered, or click on Home to return to the main screen

Payroll Entry Form

Contract: TestCONT-001

Month: Nov 2020

Man Hours: 0

Payroll: 0

Submit

Certified Payroll is not considered the same as CIP Payroll. Please note that any Certified Payroll Reports submitted to Alliant WrapX will not satisfy the CIP Payroll Requirement.

SECTION VIII - ACCIDENT/INCIDENT REPORTING

Forms referred to in this Section may be found in Article 0.08 of this Manual.

A. Reporting Procedures – Contractor Employee Injury

- (1) In the event an employee of the Contractor or an employee of a subcontractor is injured on the Site, follow the reporting procedures below:
- (2) The injured employee must immediately report the accident to the Contractor.
- (3) The Contractor must immediately report the accident to the On-Site Insurance Administrator.
- (4) The Contractor will complete **Supervisor's Accident Report (OCIP Form 5)** and forward it to the On-Site Insurance Administrator.
- (5) All reports must be submitted within **24** hours of each accident.

Note- Penalties are sanctioned to insurance carriers when reports to the Workers Compensation Board exceed 10 days.

B. Employee Requiring Medical Attention

- (1) The Contractor has the primary responsibility to accompany the injured employee to the nearest Hospital Emergency Room or Urgent Care Facility. The contractor cannot direct a specific hospital or facility.
- (2) Attending physician should be instructed to give the injured employee a note indicating one of the following:
 - The employee is cleared to return to work
 - If the employee has physical restrictions due to a work-related accident, the treating provider should document their restrictions
 - The employee requires additional medical treatment and will be disabled for a specified number of days.

C. Serious Injuries or Fatalities to Employees

- (1) "Serious Injuries" or fatalities to employees must be reported **immediately** by the Contractor via telephone to the On-Site Insurance Administrator.
- (2) Serious Injuries include, but are not limited to:
 - Falls from elevation
 - Fatalities
 - Spinal Cord injuries
 - Burns to 10% or more of the body
 - Amputations or crushing injuries
 - Eye injuries causing partial or full loss of sight
 - Head injuries
 - Exposure to toxic substances
 - Any single occurrence involving two or more individuals resulting in hospitalization.

- (3) The Contractor has the primary responsibility to accompany the injured employee to the nearest Hospital Emergency Room or Urgent Care Facility, but cannot direct a specific hospital or facility

****COPIES OF ALL REPORTS ARE TO BE RETAINED IN CONTRACTOR'S RECORDS.**

D. Reporting Procedures for Incidents Involving an injury to a Third Party, Property Damage, Builders' Risk, or Railroad Protective

- (1) "Serious Injuries" or fatalities to third parties must be reported **immediately** via telephone to the On-Site Insurance Administrator.
- (2) All incidents, regardless of injuries sustained or property damage claimed, must be reported by the Contractor within 48 hours to the On-Site Insurance Administrator.
- (3) The Contractor must complete the **Supervisor's Accident Report (OCIP Form 5)** and send the form to the On-Site Insurance Administrator.
- (4) The On-Site Insurance Administrator will report the claim to the appropriate Insurer.
- (5) The following documents must accompany the Supervisor's Accident Report:
 - Photos of accident site
 - Witness Statements see **Addendum, OCIP Form 5**
 - Police report, if applicable

****COPIES OF ALL REPORTS ARE TO BE RETAINED IN CONTRACTOR'S RECORDS.****

Note- This OCIP is not responsible for automobile claims, but any auto accidents near an MTA construction site should be reported.

E. Post-Accident Investigation

Immediate steps to minimize damage, while maintaining worker and public safety should be performed and properly documented. Depending on the nature of the accident, investigator will be assigned to work alongside the General Contractor/Owner Site Safety in conducting an investigation.

- (1) Protect and secure the area to avoid spoliation of scene
- (2) Tag and secure all evidence
- (3) Photos of accident scene, and any relevant tools, materials and equipment involved
- (4) Identify witnesses
- (5) Preservation of property

SECTION VIII-A - CLAIMS ADMINISTRATION

A. Claims Responsibilities

- (1) The Contractors and subcontractors shall cooperate with and assist, in every possible manner, the representatives of the Owner, the Insurance Broker representatives and Insurers with respect to:
 - Claims Procedures.
 - The adjustment of all claims arising out of operations within the scope of the Contract, including litigation of such claims.

**** Note – To conform with New York State’s strict policy on timely reporting, please report all incidents, that may give rise to a claim immediately. All claims should be reported within 24 hours.***

B. Summons and Complaints

- (1) In the event a Summons & Complaint is served upon the Contractor or subcontractor concerning bodily injury or property damage in connection with the Contract, you must adhere to the following procedures:
- (2) Summons & Complaint is to be forwarded, via Certified Mail (Return Receipt Requested) or via fax, to the following:

Metropolitan Transit Authority
2 Broadway, 16th floor
New York, NY 10004
Attn: Risk Management and Insurance Department
Claims Administrator
Phone: (646) 252-4508

- ***Note – To conform with NY State’s strict policy on timely reporting, failure to promptly forward legal documentation can result in a denial of coverage.***

SECTION IX – OCIP FORMS

Form Number	Title
OCIP Form G	Supervisor's Accident Investigation Report
OCIP Form H	Witness List and Statement Form
	Visitor's Release and Hold Harmless Agreement
Certificate of Insurance	Non-CIP Certificate of Insurance - Additional Insureds Requirements
	Certificate Of Insurance
	Sample Certification of Payroll
	Sample Endorsements

OCIP Form G (page 1)
SUPERVISOR'S ACCIDENT INVESTIGATION REPORT
BODILY INJURY AND PROPERTY DAMAGE

Title of Contract: _____ Contract #: _____

Prime Contractor: _____

Injured /Owner: _____ Phone # (H): _____

Address: _____ Phone # (W): _____

City, State, Zip: _____

Employer: _____ Contractor ☐ Subcontractor ☐ Vendor ☐ Other ☐

Accident Date: _____ Time _____ Weather _____

Accident Location: _____

Accident Description:
(Describe operations, activities, and conditions causing personal injury or property damage)

What Happened? (Use separate sheet and diagram if necessary)

Primary Cause: (Condition or Act that caused the accident)

Injury/Owner Property Damage: (Describe use a separate sheet and diagram, if necessary)

Railroad Property Damage or Loss: (Describe use a separate sheet and diagram, if necessary)

Recommended Corrective Action: (Describe use a separate sheet and diagram, if necessary)

OCIP Form G (page 2)
SUPERVISOR'S ACCIDENT INVESTIGATION REPORT
BODILY INJURY AND PROPERTY DAMAGE

Medical Treatment (Y/N): _____ Hospital/Clinic _____

Police Report (Y/N): _____ Report # _____ Officer/Precinct _____

Photos Taken (Y/N): _____ Photographer _____

Equipment Involved (Y/N): _____ Type of Equip. _____

Vehicle Involved (Y/N): _____ Vehicle Info _____

Witnesses (Y/N): _____ Use attached addendum, Witness Statement Form

Safety Engineer/ Supervisor _____ (Print name of person submitting report)

Signature: _____ Date: _____

Project Manager Approval _____ (Print name of Contractor representative approving this report)

Signature: _____ Date: _____

Send this Form to: OCIP Administrator
Metropolitan Transit Authority
2 Broadway, 16th floor
New York, NY 10004

Phone: TBD

WITNESS LIST AND STATEMENT FORM

Title of Contract: _____ Contract #: _____

Prime Contractor: _____

Witness Name: _____ Phone # (H): _____

Address: _____ Phone # (W): _____

City, State, Zip: _____

Employer: _____ Contractor ☐ Subcontractor ☐ Vendor ☐ Other ☐

Accident Date: _____ Time _____

Location of Witness During the Incident:

Witness Description of Events:

Signature: _____ Date: _____

Send this Form to:

OCIP Administrator
Metropolitan Transit Authority
2 Broadway, 16th floor
New York, NY 10004

Phone: TBD

VISITOR'S RELEASE AND HOLD HARMLESS AGREEMENT

Title of Contract: _____ **Contract #:** _____

Company Name: _____

Address: _____

City, State, Zip _____

In consideration of being permitted for my own purposes and interests to enter upon the premises or construction site of the Project, hereby release, hold harmless, and indemnify New York City Transit Authority, The Long Island Rail Road, Metro-North Commuter Railroad Company and Metropolitan Transportation Authority, its subsidiaries and affiliates, and other Indemnified Parties included in the Contract, and any Contractor or subcontractor performing work or rendering services in connection with the Contract, the Authority, or its agents from and against, and assume the risk, for and on the behalf of myself, my heirs, my survivors, and my estate, for all damages, losses, injuries and any and all other claims of any type whatsoever for personal injury (including death) and other loss or damage of any nature whatsoever including damage to my personal property, sustained or caused while on such premises or site, except those injuries which are caused solely by the negligence of The Authority, or its agents or employees. In the event any clause, term or provision of this agreement shall be declared or adjudicated void or invalid, it shall in no manner affect the other clauses, terms, and provisions here of, which shall remain in full force and effect, as if the clause, term, or provision so declared or adjudicated invalid was not originally a part hereof.

Print Name: _____

Signature: _____ **Date:** _____

Send this Form to: OCIP Administrator
Metropolitan Transit Authority Phone: TBD
2 Broadway, 16th floor
New York, NY 10004

Non-CIP Certificate of Insurance - Additional Insureds Requirements

All entities listed following each checked box below shall be Additional Insureds and Indemnified Parties.

☒ **1. MTA C&D**

MTA Construction & Development Company ("MTA C&D"), New York City Transit Authority ("NYCT"), Metro-North Commuter Railroad Company ("MNRR"), The Long Island Rail Road Company ("LIRR"), MTA Bus Company ("MTA Bus"), Triborough Bridge and Tunnel Authority ("TBTA"), MTA Grand Central Madison Concourse Operating Company ("GCMCOC"), Metropolitan Transportation Authority ("MTA") and its subsidiaries and affiliates, their Boards of Directors, officers, employees, representatives, and agents, the State of New York, and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **2. NYCT**

New York City Transit Authority ("NYCT"), Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), Staten Island Rapid Transit Operating Authority ("SIRTOA"), 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 Concourse Operating Company ("GCMCOC"), and the City of New York ("City" as Owner) and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **3. MTA BUS**

MTA Bus Company ("MTA Bus"), MTA Construction & Development Company ("MTA C&D"), Metropolitan Transportation Authority ("MTA"), including its subsidiaries and affiliates, State of New York, 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. and New York Bus Services and its affiliates and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **4. TBTA**

Triborough Bridge and Tunnel Authority ("TBTA"), MTA Construction & Development Company ("MTA C&D"), Metropolitan Transportation Authority ("MTA") and its subsidiaries and affiliates and the State of New York and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **5. LIRR**

Long Island Rail Road ("LIRR"), MTA Construction & Development Company ("MTA C&D"), MTA Grand Central Madison Concourse Operating Company ("GCMCOC"), Metropolitan Transportation Authority ("MTA") and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed in this paragraph and subparagraphs 5.a – 5.e below.

Additional entities based on location of work:

☐ **a. Penn Station**

National Railroad Passenger Corp. (“Amtrak”), NJ Transit Corporation, and NJ Transit Rail Operations, Inc.

☐ **b. West Side Yard**

National Railroad Passenger Corp. (“Amtrak”), NJ Transit Corporation, NJ Transit Rail Operations, Inc., Consolidated Rail Corporation and CSX Transportation Inc., and Triborough Bridge and Tunnel Authority (“TBTA”).

☐ **c. Sunnyside Yard**

National Railroad Passenger Corp., (“Amtrak”), NJ Transit Corporation, NJ Transit Rail Operations, Inc., and New York & Atlantic Railway Company (when applicable).

☐ **d. Jamaica**

Port Authority of NY & NJ.

☐ **e. Moynihan Train Hall**

☐ **6. MNR**

Metro-North Railroad (“MNRR”), MTA Construction & Development Company (“MTA C&D”), MTA Grand Central Madison Concourse Operating Company (“GCMCOC”), and Metropolitan Transportation Authority (“MTA”) and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein

Additional entities based on location of work:

☐ **a. Grand Central Terminal**

Midtown Trackage Ventures LLC, the State of Connecticut, Connecticut Department of Transportation (“CDOT”), Jones Lang LaSalle Americas, Inc./LPI (when applicable), and the respective affiliates and subsidiaries existing currently or in the future of and successors to each entity listed in this paragraph 6. a.

☐ **b. Hudson Line**

Midtown Trackage Ventures LLC, State of Connecticut, and Connecticut Department of Transportation (“CDOT”), National Railroad Passenger Corp (“AMTRAK”), CSX Transportation, Inc. & New York Central Lines, LLC, and Delaware & Hudson Railway Company Inc. (“D&H”), LAZ Parking New York/New Jersey, LLC (where applicable) and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **c. Harlem Line**

Midtown Trackage Ventures LLC, State of Connecticut, and Connecticut Department of Transportation (“CDOT”), CSX Transportation Inc. and New York Central Lines, LLC, LAZ Parking New York/New Jersey, LLC (where applicable) and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **d. Beacon Line**

Danbury Terminal Railroad Company, Maybrook Railroad Company and Housatonic Railroad Company, LAZ Parking New York/New Jersey, LLC. (where applicable) and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **e. New Haven Line Including All Branches**

State of Connecticut and Connecticut Department of Transportation ("CDOT") National Railroad Passenger Corporation ("AMTRAK"), CSX Transportation, Inc. & New York Central Lines, LLC, and Providence & Worcester Railroad Company ("P&W"), LAZ Parking New York/New Jersey, LLC. (where applicable) and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **f. West of Hudson Lines (including Port Jervis Line, Pascack Valley Line and Piermont Branch):**

New Jersey Transit Rail Operations, Inc. ("NJT"), New Jersey Transit Corporation and Norfolk Southern Railway Company & Pennsylvania Lines LLC and the respective affiliates and subsidiaries existing currently or in the future and successors to each entity listed herein.

☐ **Other:**

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER Insurance Broker/Agent Name & Address	CONTACT NAME: Broker Name PHONE (A/C, No. Ext): Broker Phone Number FAX (A/C, No): Broker Fax E-MAIL ADDRESS: Broker Email Address <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr><td>INSURER A: Carrier Name</td><td></td></tr> <tr><td>INSURER B: Carrier Name</td><td></td></tr> <tr><td>INSURER C: Carrier Name</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Carrier Name		INSURER B: Carrier Name		INSURER C: Carrier Name		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC#															
INSURER A: Carrier Name																
INSURER B: Carrier Name																
INSURER C: Carrier Name																
INSURER D:																
INSURER E:																
INSURER F:																
INSURED Contractor/Subcontractor Name & Address																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS MADE </div> <div> <input checked="" type="checkbox"/> OCCUR </div> </div>	X	X	Policy Number	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$5,000,000		
							DAMAGES TO RENTED PREMISES (Ea occurrence)	\$		
							MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$5,000,000		
							GENERAL AGGREGATE	\$		
							PRODUCTS-COMP/OP AGG	\$		
GEN'L AGGREGATE LIMIT APPLIER PER: <div style="display: flex; justify-content: space-between;"> <div> POLICY <input checked="" type="checkbox"/> PROJ ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER </div> </div>										
B	AUTOMOBILE LIABILITY			Policy Number	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000		
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTO ONLY								
							BODILY INJURY (Per person)	\$		
							BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (Per accident)	\$		
								\$		
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	X	OCCUR CLAIMS-MADE	x	x		EACH OCCURRENCE	\$		
							AGGREGATE	\$		
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						Prod-Comp/Ops	\$		
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	x	x	Policy Number	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OT H-ER	
	E.L. EACH ACCIDENT							\$1,000,000		
	E.L. DISEASE – EA EMPLOYEE							\$1,000,000		
	E.L. DISEASE – POLICY LIMIT							\$1,000,000		
OTHER										

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

See page 56 of OCIP Manual for details

CERTIFICATE HOLDER	CANCELLATION
New York City Transit/MTA Attention: OCIP ADMINISTRATOR 2 Broadway, 16 th floor New York, NY 10004 (646) 252 -3970	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Insurance Broker/Agent Name & Address		CONTACT NAME: Broker Name PHONE (A/C, No. Ext): Broker Phone Number E-MAIL ADDRESS: Broker Email Address INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED Contractor/Subcontractor Name & Address		INSURER A: Carrier Name INSURER B: Carrier Name INSURER C: Carrier Name INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS MADE </div> <div> <input checked="" type="checkbox"/> OCCUR </div> </div>	X	X	Policy Number	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$2,000,000
							DAMAGES TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG	\$
GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER								
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTO ONLY </div> </div>	X	X	Policy Number	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	x	x				EACH OCCURRENCE	\$
							AGGREGATE	\$
							Prod-Comp/Ops	\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	x	x	Policy Number	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE – EA EMPLOYEE	\$1,000,000
							E.L. DISEASE – POLICY LIMIT	\$1,000,000
OTHER								

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

See page 56 of OCIP Manual for details

CERTIFICATE HOLDER New York City Transit/MTA Attention: OCIP ADMINISTRATOR 2 Broadway, 16 th floor New York, NY 10004 (646) 252 -3970	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE I – INSURANCE REQUIREMENTS (OCIP)

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SCHEDULE I – INSURANCE REQUIREMENTS (OCIP)

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8.
Transfer Of Rights Of Recovery Against
Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SCHEDULE I – INSURANCE REQUIREMENTS (OCIP)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule