

## MTA MASTER UNIFORM INSURANCE REQUIREMENTS CONSTRUCTION AGREEMENTS – MTA C&D

<b>Contract Number:</b>	ID# 106733
<b>Description:</b>	Station Improvements for Hartsdale, Scarsdale and Purdy

The term “Contractor” as used in this document shall refer to any third party entering into a contract (“Contract”) with the MTA Construction & Development Company (MTA C&D)/MTA. As such, the term may encompass Contractors, Consultants and Design-Builders. The term “Work” as used in this document shall refer to all work or services of the Contractor in connection with such Contract.

### SECTION A. INSURANCE SCHEDULE

The Contractor shall procure, at its sole cost and expense, and shall maintain at all times during the term of this Contract, through Final Completion, including any warranty period if applicable, and for such longer period of time if specified, the following classes of insurance in the form and limits indicated by the checked box (s) set forth below and as outlined in **Section B Insurance Requirements**.

<u>INSURANCE</u>	<u>MINIMUM AMOUNTS</u>
<input checked="" type="checkbox"/> Workers’ Compensation	Statutory Limits
<input checked="" type="checkbox"/> - Employer’s Liability	\$ 1,000,000
<input type="checkbox"/> - Longshore & Harbor Workers’ Endorsement	
<input type="checkbox"/> - Maritime Coverage Endorsement (Jones Act)	
<input checked="" type="checkbox"/> Commercial General Liability (per occurrence)	\$ 2,000,000
<input checked="" type="checkbox"/> - General Aggregate (per project)	\$ 4,000,000
<input checked="" type="checkbox"/> - Products and Completed Operation Aggregate	\$ 4,000,000
<input checked="" type="checkbox"/> Business Automobile Liability (each accident)	\$ 2,000,000
<input checked="" type="checkbox"/> - MCS-90 Endorsement	
<input checked="" type="checkbox"/> - CA 9948 Endorsement	
<input checked="" type="checkbox"/> Umbrella/Excess Liability	\$ 10,000,000
<input checked="" type="checkbox"/> - Aggregate	\$ 10,000,000
<input type="checkbox"/> Railroad Protective Liability (per occurrence/aggregate)	\$
<input checked="" type="checkbox"/> Contractor’s Pollution Liability	\$ 5,000,000
<input checked="" type="checkbox"/> Builder’s Risk/Installation Floater	\$ Total Contract Cost
<input type="checkbox"/> Cyber Privacy Liability	\$
<input type="checkbox"/> Professional Liability	\$
<input type="checkbox"/> Property Insurance	\$
<input type="checkbox"/> Crime Insurance	\$
<input type="checkbox"/> Valuable Papers	\$
<input type="checkbox"/> Garage Liability/ Garage Keepers Legal Liability	\$

# MTA MASTER UNIFORM INSURANCE REQUIREMENTS

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### SECTION B. INSURANCE REQUIREMENTS

1. **Workers' Compensation Insurance** as required by statute in the State in which the work will be performed. Employer's Liability Insurance with limits of not less than \$1,000,000 bodily injury per accident; \$1,000,000 bodily injury per disease; and \$1,000,000 annual aggregate. For work conducted outside the State of New York, Employer's Liability Insurance requires limits of not less than \$2,000,000 bodily injury per accident; \$2,000,000 bodily injury per disease; and \$2,000,000 annual aggregate and must provide proof that its Workers' Compensation Insurance policy has been endorsed to include "Other States Coverage."
  - If Contractor leases one or more employees through the use of 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** 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 five (5) 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 **Section A Insurance Schedule** and shall comply with the following provisions:
  - Primary General Liability limits may not be satisfied by Umbrella / Excess Liability insurance;
  - The policy shall include independent contractor and contractual liability coverages;
  - The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work;
  - The policy shall not contain any of the following: Action Over Exclusion; Injury to 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 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;
  - 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, or hired vehicles on and off-site for claims arising out of the ownership, maintenance. 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 **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

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90). Any statutorily required “No-Fault” benefits and uninsured/underinsured motorist coverage shall be included.

4. **Umbrella/Excess Liability Insurance** with limits not less than the amount set forth in **Section A Insurance Schedule** 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 C & D/MTA.
5. **Professional Liability Insurance** covering damage for liability arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract by the Contractor and by any partner, subcontractor or consultant of the Contractor including but not limited to construction / project management, architectural, 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 involves the preparation of plans or drawings, with limits not less than the amount set forth in **Section A Insurance Schedule** per claim and annual aggregate. Such policy shall not contain any exclusions directed toward any types of projects, materials, services, or processes involved in the work. The retroactive date for coverage will be no later than the commencement of professional services on the project and be maintained for a period of at least three (3) years after completion of the professional services, subject to the limitation of any applicable statute. In the event of cancellation or non-renewal, the discovery period for insurance claims will be at least three (3) years or otherwise as by agreement with MTA C&D/MTA.

The policy shall also include the following coverages, when applicable:

- Construction Management must be listed as a Professional Service covered by the policy without being subject to limitation by a specific definition (for Construction Managers only)
  - 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 the MTA C&D/MTA
6. **Contractors Pollution Liability Insurance** with limits not less than the amount set forth in **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 the operations of the contractor or subcontractor, as applicable, and described under the scope of services of this contract. Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of Covered Operations. Such insurance shall include but not be limited to:
    - Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; medical monitoring
    - Physical injury to or destruction of tangible property of parties other than the Insured including the resulting loss of use and diminution in value thereof; Loss of use, but not diminution in value, of tangible property of parties other than the Insured that has not been physically injured or destroyed
    - Natural Resource Damages;
    - Cleanup Costs

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- Transportation 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

- 7. Builder's Risk / Installation Floater Insurance** on "all-risk" policy form, written on a primary replacement cost basis and completed value form in an amount equal to the total contract costs (unless a lesser amount equal to the total amount of construction (direct or "hard" costs) is required by the MTA C&D/MTA and set forth in **Section A Insurance Schedule**. Policy shall include, without limitation, terrorism coverage, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, mold, glass breakage, malicious mischief, collapse, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, increased cost of construction, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

This insurance shall cover any and all real and personal property owned (including owner provided material, equipment and cost of owners dedicated project support labor), used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly. Coverage for flood and earthquake shall include all below and above ground structures, water and sewer mains. The policy shall also include coverage for materials, equipment, machinery and supplies of any nature whatsoever, used or intended for use or hereafter created, installed or acquired provided such property is intended to be permanently located in or on the building or structures as more fully described in the construction contract. Sub limits are subject to advance written approval by MTA C&D/MTA . The Contractor shall be the First Named Insured, Subcontractors of all tiers as Insureds, and the MTA C&D/MTA as Additional Named Insured. All premium considerations are the sole responsibility of the First Named Insured/Contractor. Builder's Risk insurance shall be maintained until construction is completed and accepted, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance.

Subcontractors' temporary structures, tools, equipment and other materials not to become a permanent part of the completed structure are excluded from coverage. The MTA C&D/MTA shall not be responsible for such loss, theft, or disappearance of tools or equipment. The MTA C&D/MTA shall have the full power to adjust and settle all losses and claims under the Builder's Risk insurance policy provided MTA C&D/MTA shall collaborate with the Contractor regarding losses that are Costs of the Work. The MTA C&D/MTA shall be listed as loss payee.

The Contractor is responsible for all deductibles under this insurance. Deductible amount shall not exceed \$500,000 except with the express permission of the MTA C&D/MTA and are assumed by the First Named Insured / Contractor. Said policy shall not contain a Coinsurance Provision.

The policy shall expressly provide coverage but, not be limited to the following:

- This insurance shall cover materials and equipment stored off site and while in transit. The minimum limit of insurance shall be equal to the maximum storage value at the largest storage location considering the value of all material or equipment located at the off- site storage location. A separate limit shall be applicable to material and equipment while in transit which represents the maximum value of the material or equipment in any one transit conveyance;
- Coverage for natural disasters such as flood, windstorm, and earth movement (including but not limited to earthquake, landslide, earth sinking, rising or shifting, volcanic eruption, explosion or effusion and all naturally occurring or due to man-made or other artificial causes);

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- Damage to MTA existing property or property leased to the MTA or property while in the care, custody and control of the MTA - covering damage to useable existing property if resulting from a peril insured against and emanating from the work performed by the insured contractor(s);
- Beneficial Occupancy - The policy must permit partial or beneficial occupancy prior to the final acceptance of the work;
- Contractors Expediting Expense and Extra Expense;
- Policy coverage extensions are to be provided addressing Changes in Law, Ordinance or Regulation and Increase Cost of Construction;
- The policy shall provide coverage for resultant damage including amendment of exclusions (if necessary) pertaining to error in design, plans and or faulty workmanship;
- Loss Valuation - Coverage shall be provided on a "Replacement Cost" basis with a policy modification to cover all cost to repair or replace the structure or work (including overhead and profits) and based on replacement cost calculations at the 'time of repair or replacement';
- Debris Removal equal to a minimum sum insured representing 25% of the replacement cost of the project;
- Equipment Breakdown Coverage / Hot testing coverage shall be included in the policy providing coverage during installation and testing operations including but not limited to performance testing of any machinery, equipment, electrical apparatus, traction power systems, signal systems and associated controls etc., where applicable; and

Evidence of Builder's Risk/Installation Floater Insurance requires submission of the policy and approval is conditioned upon MTA C&D/MTA review of the final policy form. Pending issuance of the policy, a temporary binder can be provided to MTA C&D/MTA in advance of the start of construction and allowing sufficient time to review the documents for coverage content. The binder for insurance must be replaced with an actual policy within 45 days of the policy inception. The Contractor will provide a copy of all endorsements issued on an ongoing basis.

8. **Valuable Papers and Records Insurance** covering the cost to repair or replace with like kind and quality including the cost of gathering and/or assembling information, subject to a minimum limit of liability not less than the amount in **Section A Insurance Schedule**. MTA C&D and the MTA shall be named as loss payees as their interests may appear and all rights of subrogation against MTA C&D and the MTA, their agents or assigns shall be waived.

### SECTION C. GENERAL INSURANCE REQUIREMENTS.

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

- i. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to MTA C&D/MTA. The insurance underwriter(s) must be duly licensed or approved Surplus Lines insurer to do business in the state where the Work is to be performed and must have a financial rating of A-/VII or better in the most recent edition of Best's Key Rating Guide or otherwise satisfactory to MTA C&D/MTA.
- ii. **Right to Request Additional Insurance.** Contractor shall increase required insurance amounts upon direction by MTA C&D/MTA

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- iii. **Insurance Policies.** The Contractor shall furnish certified copies of all insurance policies required to be maintained under this Agreement within ten (10) business days after receiving MTA C&D's/MTA request therefor.
- iv. **Breadth of Coverage.** All policies shall provide coverage to the additional insureds 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.
- v. **Additional Insureds.** *All insurance required (except for Workers' Compensation, Professional liability or otherwise noted), shall name the parties listed in 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 the Commercial General Liability insurance, additional insured status must be provided on ISO forms or their equivalent at least as broad as CG 20 10 and CG 20 37 – alternatively CG 20 38 and CG 20 37. No other General Liability Additional Insured endorsement will be accepted unless approved by MTA C&D/MTA.
- vi. **Primary and Non-Contributory.** Each policy required, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by MTA C&D/MTA shall be called upon to contribute to a loss covered by insurance for the named insured.
- vii. **Waiver of Subrogation.** To the fullest extent permitted by law, Contractor will require all insurance policies required in Section B to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, or (b) did not pay the insurance premium directly or indirectly, and whether or not such individual or entity has an insurable interest in any property damaged.
- viii. **Self-Insured Retentions.** None of the insurance required in Section B shall be subject to any self-insured retention greater than \$500,000 without MTA C&D/MTA written approval. Contractor shall be responsible for all claim expenses and loss payments within the self-insured retention.
- ix. **Subcontract Agreements.** Contractor shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation for all required insurance, and ii) additional insured coverage for all required insurance and iii) other requirements of this Section to all tiers of subcontractors, for all insurance required of such subcontractors by Contractor for the Work.
- x. **No Limitation.** Nothing in this Section 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 C&D/MTA does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Contractor.
- xi. **Notice of Cancellation or Non-Renewal.** The Contractor agrees to notify MTA C&D/MTA thirty days prior to any cancellation, non-renewal or material change to any insurance policies required in Section B. Notice shall be sent electronically to the *contract-specific email address* provided to Contractor via MTA Certificate of Insurance Management System (CIMS), Complianz™.
- xii. **Notice of Occurrence.** The Contractor shall immediately file with MTA C&D's Tort Division (with a copy to the Project Manager), 2 Broadway, 8<sup>th</sup> Floor, New York, NY 10004, a notice of any occurrence likely to result in a claim against MTA C&D, and shall also file with the Torts Division detailed sworn proof of

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interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of the Contract.

- xiii. **Insurance Not in Effect:** If at any time during the period of this Agreement, insurance as required is not in effect or proof thereof is not provided, MTA C&D/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.
- xiv. **Conformance to Law.** If applicable law limits the enforceability of any of the foregoing requirements, the Contractor shall be required to comply with the foregoing requirements to the fullest extent of coverage and limits allowed by applicable law and the provisions of insurance shall be limited only to the extent required to conform to applicable law.

### SECTION D. EVIDENCE OF INSURANCE.

#### 1. Submission of Insurance: Contractor must submit evidence of all required insurance to:

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Attention: *Procurement Representative's Name*

Email Address: \_\_\_\_\_

#### a. Acceptable Forms of Insurance:

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

#### b. Certificate of Insurance - The following minimum details must be referenced on the certificate:

- Policy coverage details (e.g.) policy term, per occurrence/per project; limits/sub-limits, aggregate limits, deductibles, self-insured retentions, and insurance carrier name and corresponding NAIC #
- Contract Identifier (e.g.) Contract #, RFP #, or Entry Permit #
- Location and Description of Work
- Indemnified parties as an additional insured including primary and noncontributory coverage and waiver of subrogation in favor of MTA C&D/MTA
- Certificate Holder must list MTA C&D/MTA name and address
- Certificate of Insurance must be signed by an authorized insurance representative

#### c. Endorsements (*where applicable*):

- General Liability Additional Insured (CG 20 10 and CG 20 37) or (CG 20 38 and CG 20 37)
- General Liability - Primary and Non-Contributory CG 2001 or equivalent
- General Liability – Per Project Aggregate, where applicable
- General Liability – Indemnified Party
- Automobile Liability - MCS 90 and CA 99 48

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- Contractor’s Pollution – Non-Owned Disposal Site and Transportation Coverage
- Waiver of Subrogation (most recent NCCI/ISO or equivalent as applicable)
- Joint Venture (JV) – If the Contractor/Consultant is a Joint Venture, General Liability Insurance must be provided in the name of the Joint Venture. Alternatively, a Named Insured Endorsement listing the Joint Venture may be accepted.

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

If a policy is not submitted, the insurance binder must include the following minimum details:

- Policy coverages and details (e.g.) policy term, limits/sub-limits, aggregate limits, deductibles, self-insured retentions, insurance carrier name and applicable NAIC #
- Contract Number or Entry Permit Number; Designated Contractor; Location and Description of Work
- Indemnified parties as either a named insured or additional named insured
- Binder must be issued and signed by the authorized insurance company or their authorized insurance agent
- Binder may be accepted pending issuance of the policy. Policy must be submitted within 30 days from binder effective date.

2. **Insurance Compliance:** The Contractor will be notified when insurance is compliant through the assigned “contract specific” email address via the MTA Certificate of Insurance Management System (CIMS) Complianz™.
3. **Renewal Insurance:** The Contractor will be notified via CIMS two (2) weeks prior to the expiration of their insurance and shall endeavor to provide renewal or replacement policies of insurance with terms and conditions no less favorable than the expiring coverages. The Contractor must submit evidence of renewal insurance using the “contract specific” email address assigned to this agreement.
4. Failure of the MTA C&D/MTA to demand such COIs or other evidence of full compliance with these insurance requirements, or failure of the MTA C&D/MTA to identify a deficiency from evidence provided, will not be construed as a waiver of the Contractor’s obligation to maintain such insurance. MTA C&D/MTA acceptance of any COI evidencing the required coverages and limits does not constitute approval or agreement by the MTA C&D/MTA that the insurance requirements have been met or that the insurance policies shown in the COI are in compliance with the requirements.
5. MTA C&D/MTA has the right, but not the obligation, of prohibiting Contractor from entering the Project Site until MTA C&D/MTA receives all COIs or other evidence that insurance has been placed in complete compliance with these requirements.

### SECTION E. REQUIRED ADDITIONAL INSURED/ INDEMNITEES

☒ **MTA C&D**

MTA Construction & Development (MTA C&D), New York City Transit Authority (“NYCT”), Metro North Commuter Railroad Company (“MNR”), Long Island Railroad (“LIRR”), MTA Bus Company (“MTA Bus”), Triborough Bridge and Tunnel Authority (“B&T”), Metropolitan Transportation Authority (“MTA”) and its subsidiaries and affiliates, and the City of New York (“City” as owner) and the State of New York and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.

☐ **NYCT**



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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”), and the City of New York (“City” as Owner) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☐ **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 of and successors to each Indemnified Parties listed herein.

☐ **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 of and successors.

☐ **LIRR**

Long Island Rail Road (“LIRR”), MTA Construction & Development Company (“MTA C&D”), Metropolitan Transportation Authority (“MTA”) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

Additional Indemnitees Parties based on location of work:

☐ **Penn Station**

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

☐ **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”).

☐ **Sunnyside Yard**

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

☐ **Jamaica**

Port Authority of NY & NJ.

☒ **MNRR**

Metro-North Railroad (“MNRR”), MTA Construction & Development Company (“MTA C&D”), and Metropolitan Transportation Authority (“MTA”) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

Additional Indemnitees based on location of work:

☐ **Grand Central Terminal**

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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 Indemnified Parties listed herein.

☐ **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 of and successors to each Indemnified Parties listed herein.

☒ **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 of and successors to each Indemnified Parties listed herein.

☐ **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 of and successors to each Indemnified Parties listed herein.

☐ **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 of and successors to each Indemnified Parties listed herein.

☐ **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 of and successors to each Indemnified Parties listed herein.

☐ **Other:**

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