

Insurance Submission Checklist

Please ensure your submission includes all highlighted items.

All files should be submitted via the Asite portal.

Additional information and instructions can be found at:

<https://new.mta.info/agency/construction-and-development/building-near-transit/external-partner-program>

Incomplete submissions **WILL NOT BE REVIEWED**

1. **Signed letter of agreement** on company letterhead
 - a. Include job address in subject line

2. **ACORD 25 Form**, sample included in package
 - a. Include general liability, auto, workers comp, and any excess/umbrella
 - b. Required limits are outlined in *Insurance Requirements* document, section A, i-v
 - c. Certificate holder should read as below
 - i. New York City Transit/MTA
C/O MTA Risk and Insurance Management
2 Broadway, 21st Floor
New York, NY 10004

3. **ACORD 101 Form** (if applicable) and **ACORD 855 Form**
 - a. See sample ACORD 855 form in package

4. **Additional insured endorsements** for general liability policy
 - a. CG2026
 - b. Include policy number on endorsement page
 - c. Cover below additional insureds
 - i. The New York City Transit Authority (“NYCT”), the Manhattan and Bronx Surface Transit Operating Authority (“MaBSTOA”), the Staten Island Rapid Transit Operating Authority (“SIRTOA”), the Metropolitan Transportation Authority (“MTA”) including its subsidiaries and affiliates, MTA 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.

5. **Primary and Non-Contributory and Waiver of Subrogation Endorsements**

6. **Railroad protective liability policy**, limits in *Insurance Requirements, sect. A, vi*
 - a. If policy is less than 30 days old, submit binder
 - b. If policy is greater than 30 days old, full policy required
 - c. Named insured should include below
 - i. The New York City Transit Authority (“NYCT”), the Manhattan and Bronx Surface Transit Operating Authority (“MaBSTOA”), the Staten Island Rapid Transit Operating Authority (“SIRTOA”), the Metropolitan Transportation Authority (“MTA”) including its subsidiaries and affiliates, MTA 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.

7. **Completed JD Form**

Letter Agreement
For New York City Transit Authority Services
(Typed on Company Letterhead)

(Date)

Mr. Demetrius Crichlow, Acting Executive Vice President and Chief Operating Officer
New York City Transit Authority
Department of Subways
2 Broadway A29.07
New York, NY 10004

Attn: Mr. Lionel Saint Louis, P.E., Acting Assistant Chief Officer, Maintenance of Way

Re: Letter Agreement for New York City Transit Authority - **Provide Work Location**

Dear Mr. Saint Louis:

We are writing to request permission to enter upon the property of the New York City Transit Authority (“the Authority”) and obtain such accommodation services as may be required in connection with a construction job (the “Job”) being performed by our firm.

In consideration of permission from the Authority to enter upon its property, and obtain accommodation services, the firm of _____ (“the Firm”) agrees to the following:

1. To pursue the Job with due regard for the protection of the property, traffic and operation of the Authority, and in accordance with all Authority rules, at the hours permitted by the Authority Engineer and under the direct supervision of the Authority Engineer or his designee.
2. To indemnify and save harmless the City of New York and the Authority in accordance with the Insurance and Indemnity Requirements attached hereto and made a part hereof, respectively as Attachments 1 and 2. Accordingly, the requisite insurance certificates shall be furnished prior to entering upon Authority property or receiving accommodation services.
3. To pay the Authority for all personnel, equipment, materials and services deemed necessary by the Authority for the accommodation services, including overhead costs at the applicable rates specified in the then current “Schedule of Rates for Services Rendered to Outside Parties.” A sample of this schedule is attached for information purposes as Attachment 3. The overhead rate is to compensate the Authority for items such as fringe benefits and other indirect costs including administration and training. The overhead rate in effect on January 1, 2022 was 161% on direct labor.
4. The accommodation services likely to be required on the Job are inspections and flagging. A daily record of the accommodation services which are provided by Authority personnel on the Job will be acknowledged by the Firm on an “Acknowledgment Form,” a sample of which is attached as Attachment 4.

5. The Authority will invoice the Firm for accommodation services provided, generally on a monthly basis for the accommodation services provided during the preceding month. The invoice will include attachments detailing the labor and materials used. A sample invoice is attached as Attachment 5.
6. The Firm agrees to pay the Authority within thirty days of the invoice date. It is understood that failure to pay an Authority invoice within thirty (30) days of the invoice date shall be grounds for the Authority to withhold further accommodation services. In addition, accounts in arrears beyond thirty days will be referred to the Authority's Law Department for appropriate action.
7. In the event the Firm wishes to dispute any portion of the invoiced amount the Firm must do so in writing, within thirty days of the invoice date, specifying the Firm's objections and including any relevant documentation. Pending resolution of its dispute, the Firm shall pay all undisputed amounts.
8. To notify Mr. Lionel Saint Louis, P.E., Acting Assistant Chief Officer, Maintenance of Way at 130 Livingston Street Rm 8046, Brooklyn, N.Y. 11201, telephone (718) 694-1499 or (718) 694-1493 at least 72 hours prior to the start of work.

This letter is signed by a principal, an officer or a partner of the Firm who is authorized to bind the Firm the terms and conditions described herein.

Agreed to and Accepted By: _____

(Firm Name)

By: _____ **Date:** _____

Title: _____

Billing Address: _____

Contact Person: _____

Phone: () _____ **Fax:** () _____

E-Mail: _____

Attachment 1

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

INSURANCE REQUIREMENTS

SECTION A. INSURANCE COVERAGES

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

1. **Workers' Compensation Insurance** as required by statute in the State in which the Work will be performed. Employer's Liability Insurance with limits of not less than \$1,000,000 bodily injury per accident; \$1,000,000 bodily injury per disease; and \$1,000,000 annual aggregate. For work conducted outside the State of New York, Employer's Liability Insurance requires limits of not less than \$2,000,000 bodily injury per accident; \$2,000,000 bodily injury per disease; and \$2,000,000 annual aggregate and must provide proof that its Workers' Compensation Insurance policy has been endorsed to include "Other States Coverage."

If the Requesting Party leases one or more employees through the use of a payroll, employee management, or other similar company, then the Permittee must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability.

2. **Commercial General Liability ("CGL") Insurance**, covering claims for personal and advertising injury, bodily injury (including death) and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard, and shall be maintained for a period of at least three (3) years after final completion, subject to the limitation of any applicable statute. The limits of such insurance shall renew annually and not be less than \$2,000,000 each occurrence; \$4,000,000 products and completed operations aggregate; and \$4,000,000 per project general aggregate. This requirement may be satisfied by a combination of a primary CGL policy coverage with limits of not less than \$1,000,000 per occurrence, and following-form Excess or Umbrella liability insurance policy(ies) which equal the total limits required above and for excess or umbrella liability insurance in Section 4 below. The CGL and excess or umbrella liability insurance policies must be written an occurrence basis form, and must comply with the following provisions:

- The policy shall include independent contractor and contractual liability coverages;
- The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work;
- The policy shall not contain any of the following exclusions: subcontractor's exclusion; construction defect exclusion; leased worker exclusion; cross liability exclusion; crane exclusion; and demolition exclusion or "explosion, collapse and underground" exclusion;
- Construction work taking place within 50 feet of a railroad must include:
 - Contractual Liability – Railroads CG 24 17 listing the Scheduled Railroad and Designated Job Site.
 - Coverage for claims for bodily injury asserted by a railroad employee of an additional insured and any Employer's Liability Exclusion which may otherwise operate to exclude such coverage shall be removed.

3. **Business Automobile Liability Insurance**, if any owned, non-owned or hired vehicles are used by the Permittee whether on or off-site, covering the liability of the Permittee arising out of any vehicle that bears, or is required to bear, license plates according to the laws of the jurisdiction in which they are operated, and which are not covered by the Permittee's Commercial General Liability. Such insurance shall provide coverage at least as broad as the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than \$2,000,000 each accident on a combined single basis. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, the Permittee shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

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

5. **Railroad Protective Liability Insurance** (ISO-RIMA or equivalent form), if any Work will be taking place within 50 feet of a railroad, subway or similar tracked conveyance or requires flag or protective measures by the Authority or its affiliates or their respective employees, covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- The policy shall be issued to and shall name as the "Named Insureds" each of the Indemnified Parties listed under Section D below.
- The limit of liability shall be not less than \$2,000,000 per occurrence, subject to a \$6,000,000 annual aggregate;
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA), when applicable.
- Indicate the Name and address of the designated Contractor, location of the Work, the Contract description and Contract Number, if applicable.

6. **Contractor's Pollution Liability Insurance**, if disposal of hazardous materials from the designated job site is undertaken or if the Work being performed in the Impact Area involves environmental or pollution exposures, with limits not less than \$2,000,000 per occurrence and general aggregate on a per project basis including completed operations coverage to be maintained for at least three (3) years after completion of the work. Policy shall cover environmental damage resulting from pollution conditions that arise from the operations of the Permittee and described under the scope of services of this agreement. Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of Covered Operations. Such insurance shall include but not be limited to:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; medical monitoring;
- Physical injury to or destruction of tangible property of parties other than the Insured including the resulting loss of use and diminution in value thereof; Loss of use, but not diminution in value, of tangible property of parties other than the Insured that has not been physically injured or destroyed;
- Natural Resource Damages;
- Cleanup Costs;
- Transportation and Non-Owned Disposal Site coverage (with no sunset clause/restricted coverage term) if the Permittee is disposing of contaminated material (s);
- No exclusions for asbestos, lead paint, silica or mold/fungus/legionella;
- Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

SECTION B. GENERAL INSURANCE REQUIREMENTS

The following requirements are applicable to all insurance coverages required during the performance of the Work, except to the extent otherwise indicated:

- i. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to the Authority/MTA. The insurance underwriter(s) must be duly licensed or approved Surplus Lines insurer to do business in the state where the Work is to be performed and must have a financial rating of A-/VII or better in the most recent edition of Best's Key Rating Guide or otherwise satisfactory to the Authority/MTA.
- ii. **Right to Request Additional Insurance.** The Permittee shall increase required insurance amounts upon direction by the Authority/MTA.
- iii. **Additional Insureds.** All insurance required under Section A (except for Workers' Compensation, Professional liability or otherwise noted), shall name the parties listed in Section D as Additional Insureds and shall include their respective subsidiary and affiliated companies, their Boards of Directors, officers, employees, representatives, and agents (hereinafter, collectively the "Additional Insureds"). For the Commercial General Liability insurance, additional insured coverage must be provided on ISO forms or their equivalent at least as broad as CG 20 26. No other General Liability Additional Insured endorsement will be accepted unless approved by the Authority/MTA.
- iv. **Primary and Non-Contributory.** Each policy required in Section A, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by the Authority /MTA shall be called upon to contribute to a loss covered by insurance for the named insured.
- v. **Waiver of Subrogation.** To the fullest extent permitted by applicable law, the Authority will require all insurance policies required in Section A to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, or (b) did not pay the insurance premium directly or indirectly, and whether or not such individual or entity has an insurable interest in any property damaged.

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

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

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

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

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

xi. **Insurance Not in Effect:** If at any time during the performance of the Work, insurance as required is not in effect or proof thereof is not provided, the Authority /MTA shall have the options to: (a) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (b) terminate the permission granted to the Permittee to perform the Work.

xii. **Conformance to Law.** If applicable law limits the enforceability of any of the foregoing requirements, the Permittee shall be required to comply with the foregoing requirements to the fullest extent of coverage and limits allowed by applicable law and the provisions of insurance shall be limited only to the extent required to conform to applicable law.

SECTION C. EVIDENCE OF INSURANCE

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

a. Acceptable Forms of Insurance:

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

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

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

c. Endorsements (*where applicable*):

- General Liability Additional Insured (CG 20 26)
- General Liability - Primary and Non-Contributory CG 2001 or equivalent
- General Liability – Per Project Aggregate, where applicable
- General Liability – Indemnified Party
- Automobile Liability - MCS 90 and CA 99 48
- Contractor's Pollution – Non-Owned Disposal Site and Transportation Coverage
- Waiver of Subrogation (most recent NCCI/ISO or equivalent as applicable)
- Joint Venture (JV) – If the Contractor/Consultant is a Joint Venture, General Liability Insurance must be provided in the name of the Joint Venture. Alternatively, a Named Insured Endorsement listing the Joint Venture may be accepted.

d. Insurance Binder/Policy (*Applicable to Railroad Protective Liability and Builder's Risk/Installation Floater*). If a policy is not submitted, the insurance binder must include the following minimum details:

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

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

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

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

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

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

SECTION D. REQUIRED ADDITIONAL INSUREDS/INDEMNIFIED PARTIES:

The New York City Transit Authority (“NYCT”), the Manhattan and Bronx Surface Transit Operating Authority (“MaBSTOA”), the Staten Island Rapid Transit Operating Authority (“SIRTOA”), the Metropolitan Transportation Authority (“MTA”) including its subsidiaries and affiliates, MTA Construction & Development Company (“MTA C&D”), MTA Bus Company (“MTA Bus”), 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.

[Guidelines for Submission of Insurance Begins on the Next Page]

Guidelines for Submission of Insurance

1. **INSURANCE REQUIREMENTS:**

Refer to your agreement for required insurance coverages, limits, and endorsements and review with your authorized insurance broker for compliance.

2. **ACCEPTABLE FORMS OF INSURANCE:**

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

3. **CERTIFICATE OF INSURANCE MUST INCLUDE AT A MINIMUM:**

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

4. **INSURANCE BINDER / POLICY MUST INCLUDE AT A MINIMUM:**

(Applicable for Railroad Protective Liability and Builder's Risk/Installation Floater)

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

5. **SUBMISSION OF INSURANCE:**

(Evidence of all required insurance must be sent to your Agency or Procurement Representative)

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

6. **INSURANCE COMPLIANCE:**

The Permittee will be notified when insurance is compliant through the assigned "contract specific" email address.

Attachment 2



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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

To Be Completed

To Be Completed

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

Indicate applicable SIR amount

In row of blank boxes, enter details for Workers Comp/Employers' Liability (USLH, Jones Act, Other States, etc.) when applicable

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

Indicate Agreement Reference Type: Provide **ONE** of the following: PO No., SSE ID, Requisition(REQ ID or Contract ID). For example, if you are providing a Purchase Order number, your answer should say "PO No." followed by the actual number.)

Indicate Agreement Name: For example - "Upgrade & Repair R160 Door Operators"

Indicate Agreement Type: Operating / Capital / NFB / Other(Please Specify one)

CERTIFICATE HOLDER Agency / MTA c/o MTA Risk and Insurance Management 2 Broadway, 21 st Floor New York, NY 10004	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



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY		NAMED INSURED(S)		
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE	

ADDENDUM INFORMATION CERTIFICATE NUMBER: REVISION NUMBER:

A. Insurer

- Admitted / authorized
- Excess line or free trade zone

B. General Liability (GL) policy form

- ISO / ISO modified
- Other

C. Specific operations excluded or restricted (GL policy) Exclusion or restriction must not apply to the work being performed

- Location: _____
- Type of construction: _____
- Building height: _____
- Classifications [see attached declarations / endorsement]
- Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- CG 20 10 CG 20 26 CG 20 32 CG 20 33 CG 20 37 CG 20 38
- Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- Yes No and no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- Yes No and no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted Construction within 50 ft. requires a "Yes" response and the Contractual Liability Railroads CG 24 17 endorsement

- Yes and no other option is available with this insurer No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- Yes and no other option is available with this insurer No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- Yes and no other option is available with this insurer No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

Yes and no other option is available with this insurer No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

Yes and no other option is available with this insurer No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Yes and no other option is available with this insurer No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

Yes, by specific policy provision Yes, by endorsement No and no other option is available with this insurer

SAMPLE

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE (MM/DD/YYYY)



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

To Be Completed

To Be Completed

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

Indicate Additional Coverages per Insurance Schedule:

Carrier Name NAIC # Coverage Policy Eff Date Policy Exp Date Limits of Liability

Notes:

- List additional Comments/Indemnitees & demonstrate that you are compliant with required policy endorsements by enumerating them here. For example, contractor's policies provided to the additional Insureds is primary and non-contributory.
 - As a reminder, physical copies of all endorsements must also be submitted.
- Please refer to this link - <http://www.mta.info/vendor-insurance> to copy the Indemnitees for your contract.

JD FORM

DATE:

Project Address:

On site Representative

Name:

Phone:

E-mail:

Company:

EST. Contract Cost:

EST. START DATE:

EST. END DATE:

DESCRIPTION OF WORK:

	Company Name	Type of Work	Phone / E-mail
NYCT Letter Agreement Holder			
Prime Contractor (General Contractor)			
Subcontractor			
Subcontractor			

Attachment 3

MTA New York City Transit
And Affiliates*

**Schedule of Rates
for Services Rendered
To Outside Parties**

1. LABOR AND SUPERVISION

Wages and salaries (including overtime premium on an as earned basis) of all employees in support of a project, including travel time to and from the work site and set up or clean up time, chargeable to contracts and other outside parties, includes:

- (a) The wages of hourly rated employees;
- (b) The salaries of supervisory employees, such as, supervisors, superintendents, dispatchers, etc;
- (c) The salaries of engineers, inspectors and other employees (excluding overtime premium on an as-earned basis).

In addition to wages and salaries (excluding overtime premium on an as-earned basis) the following overheads will be charged thereon:

- (d) For annually and hourly rated employees161%

2. MATERIALS

- (a) All materials furnished, including tools and supplies, used up or worn out in the performance of these services to be charged at inventory or replacement cost, whichever is higher, plus 20% overhead.
- (b) For material furnished on a "Loan" basis and later returned, a charge of 20% of inventory value for handling and recording.
- (c) Material withdrawn or returned to storerooms must be in units acceptable to Transit's Materiel Department procedures. Materials returned must be in condition suitable for reissue.
- (d) Overhead charges of 20% do not include cost of delivery to site of work or cost of transferring wire or cable, on or off reels, when issued or returned. These costs will be charged directly as Labor and Supervision under Item 1.
- (e) Contractors are required to use NYCT approved materials when using a Temporary Tie-Bumper to create a Safety Zone when working on NYCT tracks. NYCT commodity items and other materials needed for these Tie-Bumpers can be purchased from Asset Recovery, Division of Materiel (as per CPM Bulletin 2005-3, Revision #2, dated 2/12/09).

3. PLANT FACILITIES AND EQUIPMENT

(a) When available, plant facilities and equipment, without operators, will be charged at the following rates per hour or any fraction thereof:

5 Ton Crane	\$247.00	200 Ton Press	\$143.00
15 Ton Crane .....	.385.00	400 Ton Press .....	.170.00
30 Ton Crane .....	.385.00	Bettes Bore .....	.99.00
30 Ton Drop Table .....	.385.00	Lube Equipment .....	.29.00
Wheel Truing Machine .....	.385.00	1" Impact Wrench .....	.29.00
100 Ton Press .....	.75.00	Gas Welding Rig .....	.122.00

- (b) Use of other plant facilities and equipment, except as herein provided, when available, at rates to be determined by agreement.
- (c) Operators will be charged in accordance with Item 1, above.

* Excludes SIR

Effective: January, 2022

4. TRANSPORTATION

(a) In order to minimize interruption to normal service, foster the efficient use of Transit labor, and to provide adequate safety for all persons involved in any work covered under this document, Transit reserves the right to adjust additional labor coverage which, in its judgement is necessary to ensure protection of personnel carrying out the work, effect single track operation, rerouting, other suspension of service, or any other restructuring of crew schedules required to accommodate the work or provide reasonable services to customers. Any additional labor needed, including but not limited to items such as communication personnel, tower operators, off-site flaggers (Sheet and Equipment Controller [flaggers]), shall be assigned for each nine [9] flaggers used, for every 23 flaggers, a Field Supervisor will be assigned and for every 27 flaggers, an Office Supervisor will be assigned), switch personnel, power maintainer, conductors, train operators, signal personnel, platform personnel, traffic checkers and associated supervision including Train Service Supervisors and Dispatchers, whether on or off-site, will be charged as labor and supervision under items 1 and 4(b). Users will also be charged for Track Safety Training.

(b) Time of all Transit personnel will be made in accordance with item 1, above. It will be charged from time of reporting at terminal, yard or other reporting location to time of return to such location, or for eight (8) hours, if total elapsed time is less than eight (8) hours (except as discussed below). Time will be charged as incurred: if personnel must be paid on overtime to carry out work, then the charges will consist of the hourly time and a half cost actually incurred by Transit for that work. All charges for personnel working on their Regular Days Off (RDO's) and all charges for an employee working in excess of eight (8) hours in a day shall be at time and one half. A thirty (30) minute "no lunch" penalty will be charged for all personnel who are unable to leave their assigned positions for a lunch break. Payment of "no lunch" must be authorized by a Transit Supervisor.

Charges will be made for all scheduled use of equipment, train crews, construction flaggers and construction flagging equipment, and any other assigned Rapid Transit Operations personnel, Bus Operators and any assigned bus personnel unless written cancellations notice is received at least seventy-two (72) hours prior to the scheduled reporting time of such personnel. Charges will be made for cancellations due to inclement weather. Charges will not be made for cancellation due to implementation of TA Cold Weather Plans. All charges for personnel having to report early, clear late or to dead head to or from a reporting location will be made in accordance with item 1 and 4(a).

(c) A minimum work train crew shall consist of two (2) Train Operators per occasion. A minimum work train crew of two (2) Train Operators will be charged for drilling and the assembly of a work train in accordance with item #1, for a minimum of eight hours. A work train with a diesel on either end will require a minimum of four (4) Train Operators. If loading or unloading of a work train in yards is required for a contractor, the work train crew shall consist of two (2) train operators. All costs associated with the transfer of contractor-owned flat cars between rail yards shall be borne by the Contractor. The Authority's cost for testing, inspecting and approving of Contractor-owned flat cars and all costs associated with required annual inspections shall be borne by the Contractor. Work train crews will be charged in accordance with item 1 for a minimum of an eight (8) hour day. All employees' time over eight (8) hours for a crew will be charged at time and one half. At its discretion, the Rapid Transit Operations Department may assign "relief" work train crews in cases where the work train will be used for more than eight (8) hours, or transfer crews required to return the work train to the final layup site should, at Rapid Transit Operations' discretion, the return of the work train to its final layup site be deemed to cause undue disruption to passenger service if it would be done immediately following the completion of that day's work. The relief crews, and transfer crews will be charged in accordance with item 1 for a minimum of eight (8) hours. Equipment shown as "In-Yard" status will be deemed to have been used for an eight (8) hour period. One (1) Train Service Supervisor will be required for every two (2) work train occasions. All charges will be made in accordance with item 1 and 4(b).

(d) A minimum passenger train crew, for purposes other than the transportation of passengers, shall consist of two (2) Train Operators, one (1) Train Service Supervisor, and one (1) Conductor. Passenger train crews will be charged in accordance with item 1 and 4(a). Work time up to three (3) hours shall be charged at the flat rate of four and one half (4 1/2) hours. Work time over three (3) hours will be charged in accordance with items 1, 4(a), 4(b), and 4(c) requests for a minimum of eight (8) hours; time over eight (8) hours will be charged at time and a half.

(e) In case of specific additional train service other than normally scheduled, such as rerouting or shuttle train service, etc., an additional charge will be made for the additional car miles operated at the rate of \$17.90 per car mile.

(f) The minimum charge for motive power for work trains shall be \$1015.00 per unit (for a minimum 8 hour period). A unit of motive power will consist of a diesel electric locomotive or electric locomotive or a number of motor cars of equivalent motive power as determined by the Department of Subways. For all time over 8 hours, the charge shall be \$128.00 per hour or fraction thereof. For the purpose of charging equipment, the hours of locomotive use will be identical to the hours worked by the work train crews, including the time required to bring the work train from the work site to its final destination. The number of motive power units used shall be based upon required makeup of work cars; their loading; their positioning at the job site for unloading or reloading; the route the train must traverse to and from the job site, with all due consideration given to steep grades and other operating conditions which may affect the safe operation of the railroad.

(g) The charge for a Flat Car, Hopper Car, Ballast Tamper & Regulator, Tank Car, Rider Car and Decon Rider Car shall be \$211.00 per car per day of twenty-four hours, or fraction thereof for each car. Contractor subject to equipment use charge of \$211.00 per car per day of twenty-four hours or fraction thereof for each flat car when they fail to unload flat car as stated in the work train request. Includes charges for the use of CWR (Continuous Welded Rail) train, which is comprised of eight (8) cars. All flat cars must be returned to NYCT upon completion of use in a clean manner, clear of all debris and materials. Equipment use charges will prevail for flat cars returned not cleaned.

(h) Rail Crane Cars owned by Transit without operators will be charged for a minimum of eight (8) hours at the following hourly rates:

Rate per hour or any part thereof:

1 Ton Rail Car Crane	.....	\$81.00
3 Ton Rail Car Crane	.....	96.00
10 Ton Pedestal Mount Crane Car	.....	144.00

Time for crane operators and for personnel required to work the site will be charged as labor and supervision under item 1.

- (i) Should the Contractor's use of all the services (diversions, work trains and flagging), as allotted or reallocated, exceed the value of the Total Allocation for All Authority Supplied Services which represents the total amount being provided without charge or if the contractor requests additional services in excess of such value and the Authority agrees to furnish such additional services, the Contractor will be charged based on the "Cost per Occasion" as shown in the "Schedule of Authority Supplied Services and Weighted Costs" as defined in the contract document. The Contractor shall pay for Authority Supplied Services used for instances of uneconomical or inefficient work, whether or not the allocation for these services has been exceeded.
- (j) Where the use of a lay-up track is required, the expense of the additional train movements made necessary for trains normally stored on such track will be charged as Labor and Supervision under Item 1.
- (k) Where a Contractor requires the placing of a car or cars on a siding for the purpose of permitting the loading or unloading of such car with materials, a switching charge of \$120.00 per car shall be made, with a minimum charge of \$183.00 for any one switching operation. This charge is for a normal switching movement where special crews or special motive power is not required. If placing of cars for a Contractor requires the use of special crew or special motive power, the charge will be at the rates provided in items 1 and 4(a) to 4(h) inclusive. Special inspections of cars by the Division of Car Equipment or Division of Track will be at the rate of \$163.00 per inspection per car.
- (l) In instances of special bus service the charges for bus operators and other employees needed will be made as Labor and Supervision under Item 1. The minimum charge for a bus is \$836.00 per a minimum 8 hour period. For all time over 8 hours, the charge shall be \$104.00 per hour or fraction thereof.
- (m) In instances of special train service the charges for train operators and other employees needed will be made as Labor and Supervision under Item 1. The minimum charge for a train (number of cars and length vary) is \$2,548.00 per a minimum 8 hour period. For all time over 8 hours, the charge shall be \$290.00 per hour or fraction thereof.

Regarding other circumstances not addressed above – rate to be negotiated.

5. AUTO TRUCKS AND OTHER EQUIPMENT—Owned by Transit

- (a) Auto trucks and other motor vehicles, without chauffeurs or operators, will be charged for a minimum of 8 hours, at the following hourly rates:

Rates per hour or any part thereof:			
11/2 Ton Truck or less	\$132.00	Emergency Vans	\$105.00
2-21/2 Ton Truck	168.00	Tower Truck or Aerial Ladder	157.00
3-31/2 Ton Truck	190.00	Fork Lift-Hilo, 2,000 to 3,500 lbs. cap.	185.00
5 Ton Truck	222.00	Fork Lift - Hilo, 14,000 lb. capacity	265.00
5 Cu. Yd. Dump truck	300.00	Truck Crane (50 ft. boom)	572.00
71/2-10 Cu. Yd. Dump Truck	317.00	Hydro-Skyworker	188.00
71/2-10 Ton Platform Truck	240.00	Bulldozer-Payloader	320.00
71/2-10 Ton Platform Truck with Boom & Winch or Crane	317.00	Cable Puller	529.00
101/2 Ton Duct Rodding Truck	157.00	16 Ton Wrecker	233.00
12 Ton Rack Truck with Winch	195.00	25 Ton Wrecker	254.00
25 Ton Hydro Flush Truck	271.00	Tractor without Trailer	313.00
ARC Welder Truck	183.00	Flat Trailer	254.00
Compressor Truck	159.00	40 Yard Dump Trailer	397.00
Emergency Truck	212.00	30 Yard Dump Trailer	345.00
Emergency Truck (Boom & Box)	212.00	Low Body Trailer	317.00
Mobile Wash Truck	196.00	Box Trailer	281.00
16 Cu. Yd. Refuse Truck	233.00	Passenger Vehicle	31.00
32 Cu. Yd. Refuse Truck	371.00	Diesel Operated Directional Arrow Vehicle ..	160.00
Vacuum Truck	291.00	Fuel Trucks	397.00
7 1/2-10 Ton Rack Truck with Lift Bed	159.00	Snow Fighter	317.00
50 Ton Wrecker	345.00	Capstan Electric Pulling Winch 600 Volt	127.00

It should be understood that the time of chauffeurs and any other labor furnished in connection with 5 (a) will be charged as Labor and Supervision under Item 1.

Except that where the work to be done is in accordance with the contract entered into with Transit, the Contractor shall furnish the necessary trucking facilities.

- (b) Air Tools from Transit Authority air line in operation, such from signal or drainage air line:

Rates per 8 hr. day or any part thereof:	
80 lb. tool capacity 70 cu. ft/min	\$ 167.00
60 lb. tool capacity 45 cu. ft/min	125.00
45 lb. tool capacity 35 cu.ft/min	84.00

Only one tool at a time may be used on a signal air line and only with prior notification to MOW Signals for authorization.

- (c) Other construction or Maintenance Equipment without Operators:

Rates per 8 hr. day or any part thereof:			
Electric Drills	\$ 183.00	Electrical Pump to 5 H.P	\$ 210.00
Bonding Mach	183.00	Electrical Pump over 5 H.P	411.00
Compressors	548.00	Air Operated Pump (High Head)	186.00
ARC Welding Mach	453.00	Pumps, Generators, Blowers to 3 H.P	210.00
Hi-P Test-Set	186.00	Gasoline Driven Pumps 3 H.P. 350 GPM	374.00
Oil filtering equipment	346.00	Gasoline Driven Pumps 500 GPM	503.00
Tract Mtr Test Machine	92.00	Compressor (Trailer) Diesel	522.00

Sand Blast Machine	\$157.00	Generator (Trailer) Diesel	\$522.00
Vacuum Imp. Tank	359.00	Hydraulic Pump Train	4,882.00
Bake Oven	113.00	Plasser Tamper (PST)	1,883.00
Gasoline & Air Driven Chain Saws	104.00	Plasser Regulator—PBR 550	1,883.00
4H Portable Generator	131.00	Track Geometry Car	4,888.00
Jacks (up to 100 Ton)	100.00	Gang Cart	228.00
Electrical Pump to 2 H.P.	183.00	Jack Hammer (Gas, Hydraulic, Air)	180.00
Vacuum System	5,738.00	"6" Self-Priming Trash Pump	1,472.00

- (d) Portable Air Conditioning Units:
 1 through 20 tons\$445.00 weekly or any part thereof

6. ROLLING STOCK AND OTHER EQUIPMENT—Not Owned by Transit

In the case of equipment hired by Transit from outside concerns the charge shall be the rental paid by Transit for such equipment as provided in such rental contracts in effect at the time when used, plus 17 1/2%. Such rates and conditions of use may be obtained from the Division of Track.

7. BUS SHOP LABOR:

The hourly rates (including overhead) for bus repairs performed by Authority hourly rated employees are as follows:

	Straight time	Overtime
Contract B31169	\$82.00	\$99.00
Contract B31153	\$104.00	\$123.00
All other Contracts and Outside Parties	\$151.00	\$189.00

8. CONSTRUCTION PROJECTS

The Transit Authority's costs in connection with technical review for Construction Projects by Outside Parties shall be made in accordance with the various provisions of this schedule of rates for services rendered to Outside Parties. However, the overhead on labor will be billed at 198.0%. Total billings will be subject to the following maximum fees:

1) COST OF BETTERMENT AND/OR ALTERATION	MAXIMUM FEE
\$0.0 — \$1.0 million .....	.275%
\$1.0 — \$4.0 million .....	.25%
\$4.0 — \$7.0 million .....	.20%
Greater than \$7.0 million .....	.175%

NOTE:

The maximum fee is based on a conceptual approval and 3 drawing submissions for review. For any additional submission due to the fact that Authority comments were not incorporated into the documents, the maximum fee will increase by 1/2% for each additional submission. One submission will be based on the receipt of drawings and/or specifications for all disciplines.

- 2) For projects which impact the transit system but do not involve a betterment and/or physical alteration, a fee of \$300.00 to cover administrative costs shall be charged for each project that is scheduled to be inspected by Authority personnel.

9. GENERAL

The restoration of scheduled service of the railroad at the time specified is of paramount importance. In the event that a Contractor delays restoration of scheduled service of the railroad beyond the time specified a further charge will be made at the rate of \$360.00 for each 5 minutes that restoration of the schedule service of the railroad is delayed by the work of the Contractor. All charges associated with the delays caused by the Contractor, such as but not limited to train crew late-clears, NYCT Supervision to coordinate limited services, etc., will be made in accordance with item 1.

10. TRANSIT AUTHORITY ATTORNEYS

The hourly rates (including overhead) for Authority attorneys' services to outside parties are as follows:

General Counsel	\$ 410.00	Associate Attorney	\$ 254.00
Executive Assistant General Counsel	374.00	Attorney	230.00
Deputy Executive Assistant Gen Counsel	362.00	Paralegal	144.00
Assistant General Counsel	302.00	Services less than 1 hour will be adjusted.	
Special Counsel	374.00		

11. TRANSIT AUTHORITY INSTRUCTORS

The hourly rates (including overhead) for Authority Trainers' services to outside parties is \$147.00.

The hourly rates for outside parties to attend Authority operations training courses is \$57.00 per attendee, or \$453.00 per day.

Note to TA and MaBSTOA Administrators:

- (1) The Schedule of Rates For Services Rendered To Outside Parties is designed to be incorporated in most contracts and memos of understanding entered into with third-party entities and non-MTA affiliated authorities.
- (2) All billings to outside parties must be issued by BSC A/R and Operations Accounting, for proper internal control and accountability. However, the Accounting Department is entirely reliant upon operating departments to report recoverable charges in connection with outside parties. Labor costs must be reported through BSC Payroll. Material charges must reflect the job number on the ROS, manual DCR, or BSC Requisition. All other recoverable charges must be reported in writing to the Senior Director of Operations Accounting.

FAILURE TO DO SO WILL RESULT IN A LOSS OF REVENUE TO TRANSIT.

Attachment 4

Attachment 5



INVOICE

Customer No:
 Work Order:
 Task/War: T_OS_PARTIES
 Project: T_13001

NEW BUILDING
 Outside Parties
 Non Capital-Other A/R

Inv No:
 Invoice Date:

Remit To:

New York City Transit Authority
 2 Broadway - Room #A1-09
 New York, NY 10004

Attn:

Work Order Description : NEW BUILDING 1045 6TH AVE NEW YORK, NY

Please include RETURN COPY with your remittance.

Description of Services	Amount
LABOR CHARGES	\$3,229.43
OVERHEAD	\$5,134.79
BONUS	\$519.33
INVENTORY CHARGES	\$0.00
MATERIAL HANDLING	\$0.00
ACCOUNTS PAYABLE CHARGES	\$0.00
EQUIPMENT CHARGES	\$0.00
ADJUSTMENTS	\$0.00
DUE IN 30 DAYS	
Total Amount Due	\$8,883.55

Refer all inquiries to

Contact Person	Phone No	Project Mgr	Contract No	GL#
Michael Mantell	646 252 6593			

PAYROLL CHARGES

ACCOUNT DESCR	FC	PCODE	HOUR	REG AMT	OT AMT	BONUS	PAY AMT	OH AMT	TOTAL
Pay Period Ending:									
Cost Center:									
Dept:	2421	INSPECTIONS & EMERGENCY RESPC							
Employee:									
REGULAR TIME, OTHER HOURLY	850	TRT	40.00	1,274.90	0.00	0.00	1,274.90	2,027.09	3,301.99
UNSCHED OVT, OTHER HOURLY	850	TOT	1.50	0.00	47.81	0.00	47.81	76.02	123.83
UNSCHED OVT, OTHER HOURLY	850	TOT	9.50	0.00	302.79	0.00	302.79	481.44	784.23
UNSCHED BONUS, OTHER HOURLY	850	T02	1.50	0.00	0.00	24.28	24.28	0.00	24.28
UNSCHED BONUS, OTHER HOURLY	850	T02	9.50	0.00	0.00	158.57	158.57	0.00	158.57
UNSCHED BONUS, OTHER HOURLY	850	TB8	0.50	0.00	0.00	15.94	15.94	0.00	15.94
Total for Employee			62.50	1,274.90	350.60	198.79	1,824.29	2,584.55	4,408.84
Payroll Costs For Week Ending			62.50	1,274.90	350.60	198.79	1,824.29	2,584.55	4,408.84
Pay Period Ending:									
Cost Center:									
Dept:	2421	INSPECTIONS & EMERGENCY RESPC							
Employee:									
REGULAR TIME, OTHER HOURLY	850	TRT	38.00	1,211.16	0.00	0.00	1,211.16	1,925.74	3,136.90
UNSCHED OVT, OTHER HOURLY	850	TOT	19.00	0.00	605.58	0.00	605.58	962.87	1,568.45
UNSCHED BONUS, OTHER HOURLY	850	T02	19.00	0.00	0.00	318.19	318.19	0.00	318.19
Total for Employee			76.00	1,211.16	605.58	318.19	2,134.93	2,888.61	5,023.54
Employee:									
REGULAR TIME, OTHER HOURLY	850	TRT	-8.00	-254.98	0.00	0.00	-254.98	-405.42	-660.40
UNSCHED OVT, OTHER HOURLY	850	TOT	-1.00	0.00	-31.87	0.00	-31.87	-50.67	-82.54
UNSCHED BONUS, OTHER HOURLY	850	T02	-1.00	0.00	0.00	-16.16	-16.16	0.00	-16.16
Total for Employee			-10.00	-254.98	-31.87	-16.16	-303.01	-456.09	-759.10
Employee:									
REGULAR TIME, OPER SUPV	850	TRT	1.00	37.02	0.00	0.00	37.02	58.86	95.88
UNSCHED OVT, OPER SUPERVISO	850	TOT	1.00	0.00	37.02	0.00	37.02	58.86	95.88
UNSCHED BONUS, OPER SUPV	850	T02	1.00	0.00	0.00	18.51	18.51	0.00	18.51
Total for Employee			3.00	37.02	37.02	18.51	92.55	117.72	210.27
Payroll Costs For Week Ending			69.00	993.20	610.73	320.54	1,924.47	2,550.24	4,474.71
Payroll Costs Total			131.50	2,268.10	961.33	519.33	3,748.76	5,134.79	8,883.55

SAMPLE

Personal Protective Equipment (PPE)

Mandatory Items shall be worn at all times while on Transit property or project site

PPE requirements include:

- Eye protection
- Head Protection (SEI certified hard hats meeting the ANSI Z89.1 1997 requirements for type I Class E shall be properly worn and maintained (no bump caps or cowboy type hard hats)
- High Visibility Safety Vests – The contractors and all subcontractors shall utilize safety vests with a label on the front and back identifying them as “Contractor” as manufactured by: The Industries for the Blind of New York State pursuant to Section 163 of New York State Finance law or an alternate supplier only if it is not available from the preferred source. See attachment for your reference
- Acceptable work boots
- Acceptable clothing for heavy construction work (no tank tops, or short trousers of any type)
- Other PPE as is required by OSHA

NEW YORK STATE PREFERRED SOURCE PROGRAM FOR PEOPLE WHO ARE BLIND

Welcome to the NYSPSP.org Website!

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NYCTA Contractor vest size SM/MED

NSN Part/No: NY-739.2CON

NYCTA Contractor vest size SM/MED. These vests are to be used in conjunction with NYCTA jobs. This is the new style approved for use after January 2015. Size: 27in. length, 45in.-54in. girth, girth is adjustable.

- Minimum Order Quantity: 1
- Size: sm/med
- UOM Description: 1
- Delivery Time: 10 days days



[View Large Image](#)

Price: \$44.83 Each
Quantity:



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