

# RAILROAD DATA FORM

1. Name of Railroad:

(a) Owner MTA Metro-North Railroad

(b) Owner \_\_\_\_\_

(c) Operator MTA Metro-North Railroad

(d) Trackage Rights CDOT, CSX, Amtrak

2. Class of Railroad Mainline  
(Main Line, Branch Line, Local Siding, Industrial)

3. Line Name/Code New Haven Line

4. Milepost # Hatsworth Ave - Milepost 18.58, Larchmont Station Plaza - Milepost 18.66

5. Number of Tracks 4

6. Number and Frequency of Trains:

*Freight* 10 (trains per day)  
*Frequency* \_\_\_\_\_

*Passenger* 300 (trains per day)  
*Frequency* \_\_\_\_\_

7. Maximum Authorized Train Speed:

*Freight* 40 mph  
*Passenger* 90 mph



# Metro-North Railroad

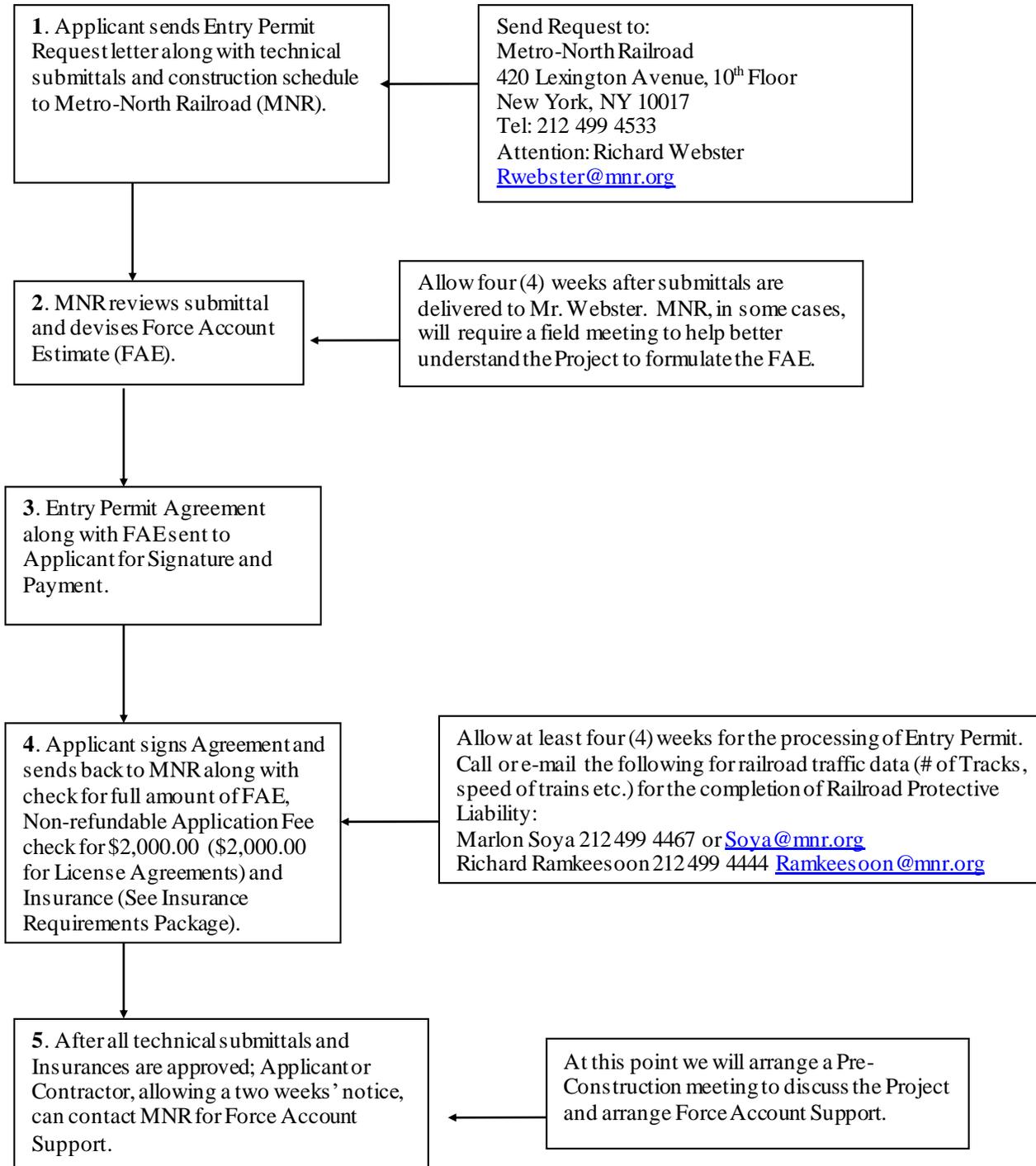
Attached is the General Procedure for Access to Metro-North Property (pages 2 to 4) and Metro-North Railroad's specifications for Individuals and Corporations working on or adjacent to railroad property (pages 5 to 16, Sections A and B). Those sections as well as Section C- Insurance Requirements (provided as a separate document) will become part of the final Entry Permit or License Agreement.

**Section A**, of the specifications details the requirements for work affecting the railroad (pages 5 to 10). This section contains two drawings SK-1, Sheet Piling Adjacent to tracks as shown in Appendix A and drawing SK-2, Lateral Pressure due to Strip Load as shown in Appendix B.

**Section B**, of the specifications details the requirements for erection, demolition and other rigging operations over or adjacent to MNR's right-of-way (page 11 - 16).



## Entry Permit/License Agreement Process Summarized



GENERAL PROCEDURE FOR ACCESS TO METRO-NORTH PROPERTY

All outside parties who need to perform construction or maintenance on or adjacent to Metro-North Railroad (MNR) property must comply with the following:

1. **Permit Application:**

Parties requiring an Entry Permit or License Agreement must submit a written request along with application fee to Assistant Director – Specifications and Standards defining the location, scope of work and duration of activities on or adjacent to Railroad facilities. Address the letter to:

Attention: Richard Webster  
Assistant Director – Specifications and Standards  
MTA Metro-North Railroad  
420 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4533

The Applicant must execute and return the Entry Permit or License Agreement provided by MNR to Mr. Webster. Applicant should confirm receipt by Mr. Webster.

2. **Insurance:**

Furnish proof of insurance in a form acceptable to and approved by the MTA Risk and Insurance Management Department (see Insurance Specifications, attached separately) to:

Attention: Richard Webster  
Assistant Director – Specifications and Standards  
MTA Metro-North Railroad  
420 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4533

Applicant shall obtain confirmation of receipt and approval of the insurance documents from Mr. Webster.

3. **Payment:**

Upon review of the scope and schedule of work provided, MNR will prepare an estimate of the cost of providing Railroad Protective Personnel and all other expenses related to the project. Supply payment, in full, for MNR's estimated cost of Railroad Force Account Services. Obtain confirmation of receipt by Richard Webster. Since the payment is based on an estimated cost, unexpended funds, if any, will be reimbursed. If the actual work exceeds the estimated cost, an additional payment shall be submitted to continue Railroad Force Account Services. Make Check Payable to MTA Metro-North Railroad

4. **Technical Submittals:**

Supply construction shop drawings, calculations and supporting documentation in accordance with the attached "Construction Management I & C Specifications". Address them to and receive confirmation of receipt by:

Attention: Richard Webster  
Assistant Director – Specifications and Standards  
MTA Metro-North Railroad  
420 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4533

Once MNR has received all submittals plus all supporting documents, allow 15 working days from date of receipt for MNR's review of the submittals.

When the above requirements have been satisfied, contact Mr. Richard Ramkeesoon, Assistant Director of Construction Management no less than 15 working days prior to the start of work to schedule a pre-construction meeting (212) 499-4444. When all is in order, the Construction Management Department will schedule Railroad coordination and support services. (See Sections A and B of "Construction Management I & C Specifications"). No work will commence until the applicant receives permission from the designated Railroad Representative to proceed with the work.

(Rev 1/18/17)

### **Frequently Asked Questions**

1. What is an Entry Permit?

An Entry Permit is an Agreement between the Applicant and MNR Railroad. It gives the Applicant permission to enter upon or use the property leased to Metropolitan Transportation Authority and managed by Metro-North Commuter Railroad Company. The Entry Permit includes an Agreement and Force Account Estimate for services provided by MNR.

2. Why do I need an Entry Permit?

An Entry Permit is required for any work being done on or adjacent to MNR property, or if the work has the potential to foul MNRs' right-of-way/property. Fouling includes the placement of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or any other construction activity, in the opinion of an authorized Railroad employee, that is a danger to the safe passage of trains.

3. Do I need an Entry Permit if I am on my own property?

Yes, an individual could be on their own property and still be fouling the tracks if the individuals' position or action could cause movement into the right-of-way, or if there is any possibility of equipment moving into the track area.

4. What requirements must I meet for insurance?

The minimum coverage includes workers' compensation, general liability, business automobile liability, and railroad protective liability. A more detailed description is provided in MNRs' Insurance Specifications.

5. Do I always need a flagman if I have an Entry Permit?

Not necessarily. A flagman will be provided, as required, by MNR to protect the operation of train traffic during the Applicant's construction activities. A flagman is the contact employee qualified to obtain use of track and will also provide train approaching warning on adjacent tracks during work being done.



# Metro-North Railroad

## CONSTRUCTION MANAGEMENT SPECIFICATIONS FOR INDIVIDUALS & CORPORATIONS (I & C) WORKING ON OR ADJACENT RAILROAD PROPERTY

Section A & B (Revised 1/18/17)

### SECTION A

#### APPLICANT REQUIREMENTS FOR WORK AFFECTING THE RAILROAD

##### **Introduction:**

MNR is a commuter Railroad providing rail access to New York and Connecticut communities into and out of Manhattan. Non – Railroad construction and maintenance activities will not be allowed to interfere with railroad operations. No construction activities will occur during Operating hours unless allowed by the Field Inspector. There are conditions unique to this operating railroad environment which MNR must consider when planning construction activities. Among these are: high voltage third rail and power transmission systems, high speed and silent trains that require long braking distances, buried signal control and communication systems as well as others. MNR must have absolute cooperation of any Applicant planning construction activities that could interfere with train operations.

The Applicant is the agency or party who has been granted a formal agreement with MNR to install, construct or maintain their own or another party's property or equipment around the railroad. The Applicant is ultimately responsible for assuring that their agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term "Applicant" used throughout these specifications shall mean the party requesting the Entry Permit or License Agreement, their employees, agents, consultants, contractors, sub-contractors, etc.

The Applicant shall safeguard the tracks, rolling stock and other equipment and plant of the Railroad from being damaged in any manner and will be held financially responsible for it. They shall not perform any activities around the Railroad until they have executed a formal agreement and complied with MNR requirements.

##### **Fouling:**

An operating track will be considered fouled when, in the sole opinion of MNR, demolition, blasting or construction activity on or adjacent to a main track or controlled siding may interfere with the safe movement of trains at normal speed. A crane, derrick or a similar piece of equipment located on MNR right-of-way or on adjacent property shall be considered as fouling the track when the position in which it is working is such that without regard to the manner in which it is intended to carry out the operation, failure or malfunction could cause damage or obstruction within the operating area. Similarly, MNR utilities (power, communications and signal lines) will be considered fouled when, in the sole opinion of MNR, the Applicant's operation could damage or interfere with these utility lines.

### **Track Use:**

MNR will, at its sole discretion, remove tracks from service and de-activate high voltage traction power facilities to permit certain construction activities that can only be performed at times when MNR can schedule this track use. **In general, MNR can de-activate single tracks at night between the hours of 2:30AM and 5:00AM.** Construction activities that require de-activating all tracks of a main line system must be performed on weekend nights at times specified by MNR. Requests for additional “track use” will be evaluated subject to operating and maintenance priorities. Requests to de-activate track(s) and/or high voltage power systems must be received in writing, emailed to Ramkeesoon@mnr.org and acknowledged by phone to the assigned MNR Inspector no less than 14 days prior to the scheduled activity. MNR will only consider requests for “track time” to facilitate construction activities that have been approved by the Construction Management I & C Department.

### **Protective Personnel:**

MNR will furnish flagmen, inspectors, maintenance of way personnel and similar labor (protective personnel) as required by MNR to protect the operation of train traffic during the Applicant’s construction activities. The Applicant must obey the instructions from MNR flagmen or other representatives on the job site promptly. Failure to follow instructions from MNR personnel on the site will lead to withdrawal of MNR’s entry permit or license agreement, thus closing the job site to the Applicant and its employees. MNR will, at its sole discretion, determine the need for and the availability of protective support personnel. Fourteen (14) calendar days prior to the start of any work approved by MNR, the Applicant must request, by e-mail to [ramkeesoon@mnr.org](mailto:ramkeesoon@mnr.org), authorization to begin work and the assignment of protective personnel (flag). Confirmation of availability of flag and authorization to work will be provided by phone by the assigned MNR inspector. If the Applicant makes their request less than 14 days in advance, MNR may be unable to supply protective personnel and/or the costs of the flag may be higher in accordance with existing collective bargaining agreements.

.The cost of protective personnel and any additional penalty costs incurred by MNR due to late notification shall be borne by the Applicant. **Requests to cancel construction activities and protective personnel must be received and acknowledged by the assigned MNR inspector no less than 96 hours (4 days) prior to the start of the scheduled construction activity. Any costs incurred by MNR due to late cancellation notice shall be borne by the Applicant.**

MNR will provide protective forces to the extent possible considering operational and maintenance priorities. MNR makes no guarantee that protective personnel will be available to meet the Applicant’s preferred schedule. Further, no such work may actually commence until the assigned MNR representative affirmatively advises the Applicant that the necessary protective forces are stationed and that he may proceed. Applicant must submit daily work activity quit time to Ramkeesoon@mnr.org.

### **MNR Representative:**

All matters requiring MNR approval or coordination of construction activities shall be directed to the following:

Richard Ramkeesoon  
Assistant Director – Construction Management – I&C Department  
Metro-North Commuter Railroad Company  
420 Lexington Avenue, 11<sup>th</sup> Floor  
New York, NY 10017.  
212 499 4444  
[Ramkeesoon@mnr.org](mailto:Ramkeesoon@mnr.org)

### **Preparation:**

The Applicant shall obtain written approval of design and construction methods from MNR. The Applicant shall submit detailed plans, appurtenant data and calculations prepared by a Professional Engineer licensed in the state where the work will be performed for any operation on or adjacent to MNR property prior to the start of work. MNR will evaluate the effect of this work on the operating Railroad. The plan shall locate and identify all utilities above and below ground at the work site. The Applicant shall make necessary plan revisions, schedule changes, additions, deletions, etc., at his/her own expense. The Applicant shall remove at his/her own expense any pipe, wire or structural facility installed without MNR approval or which deviates from the plan approved by MNR.

Under the direction of a MNR representative (engineer, inspector) the Applicant shall – at no cost to MNR – perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearance shall be measured from "top of rail". Horizontal clearance shall be measured from the "centerline of track". The elevations shall reference an established survey benchmark that will remain undisturbed throughout the construction. It may be necessary for the Applicant to monitor movements of tracks and structures on a more frequent basis – monthly, weekly or daily as determined by the MNR representative. Copies of the field notes must be delivered to MNR on the date the survey was performed.

The Applicant shall obtain appropriate soils/foundation data prepared by a licensed Professional Engineer. The licensed Professional must perform an analysis and supply recommendations wherever the project requires excavations, shoring, pipe jacking, borings, dewatering and temporary foundation supports, or any other subsurface construction activities.

Under the direction of a MNR representative (engineer, inspector) the Applicant shall – at no cost to MNR – take pre and post construction photographs of the entire work site and track area, photographs must be submitted to MNR and must be labeled. The label shall include project title, Project Identification Number (PIN), Bridge Identification Number (BIN) or contract number, name of Applicant, date and direction photograph was taken. Each photograph shall also be numbered for identification.

### **Submittals**

All submittals requiring review and approval by MNR shall first be reviewed by the Applicant's designated Consulting Engineer and then submitted to MNR to complete the review and approval process. Submittals shall be stamped or written as "Approved", "Approved As Noted", "Revise and Resubmit", or "Rejected" by the Applicant's designated consulting engineer at the conclusion of the review prior to its submission to MNR.

### **Environmental Controls:**

The Applicant shall comply with any and all Federal, State and Local laws, regulations and rules governing environmentally controlled substances and construction practices. He shall submit a plan and procedure prepared by a Professional Engineer licensed in the state where the work will be performed for handling and disposal of regulated materials. De-watering operations shall comply with applicable regulatory controls and shall be subject to MNR review and approval. The Applicant shall comply with Federal and State regulations for containment, storage and disposal of hazardous/industrial wastes. He shall comply with MNR Procedure 50-601, Item "O", Environmental Controls. The Applicant shall indemnify and hold harmless MNR from any loss, liability or expense on account of claims which result from the handling, transportation, disposal or abatement of asbestos, asbestos-containing material or asbestos-contaminated materials, lead paint materials, polychlorinatedbiphenols (PCB's) and other environmentally regulated substances and materials in the possession of Applicant or their subcontractors.

### **Drainage/Wetlands/Storm Water Protection:**

MNR is a non-traditional Municipal Separate Storm Sewer System (MS4). The Applicant must submit a Storm Water Pollution Prevention Plan (SWP3) for their project if it will result in the disturbance of surface areas and/or the creation of new impervious surfaces. The SWP3 must include temporary sedimentation and erosion control measures (both a narrative description of the measures and a site diagram), as well as appropriate post-construction storm water protection measures (narrative description and design drawing) if the project will result in any new impervious area. The Applicant will be responsible for inspection and maintenance of sedimentation and erosion control measures during construction, and responsible for payment to MNR for any ongoing maintenance required for post-construction storm water protection measures.

The Applicant will be responsible for identifying and delineating any and all wetlands in the area covered by the Entry Permit and/or in any area which could be impacted by the Applicant's project. The Applicant will be responsible for obtaining any permits required solely in their name as permittee. The Applicant shall promptly provide MNR with copies of all identification/delineation documents and reports as well as permit applications and permits in both draft and final form.

The Applicant shall indemnify and hold harmless MNR from any loss, liability or expense on account of claims that result from a failure to implement or maintain adequate storm water protection measures or a failure to obtain or comply with necessary regulatory permits.

Contractor must protect ballast and keep free from soil, concrete, slurry and other contaminants. Contractor must supply a method for the protection of the ballast. The Contractor/Applicant is financially responsible for the replacement of contaminated ballast. The replacement of the ballast is performed by MNR's Track & Structures Department.

### **Security:**

The Applicant shall adhere to MNR security practices. He shall identify all Applicant/subcontractor personnel who have reason to enter a designated security area of MNR property. He shall supply a listing of the names of all personnel who have reason to enter MNR property. The list shall be updated on a daily basis.

When working in Grand Central Terminal (GCT) the Applicant shall submit a list of all the personnel working at the site to the Stations Master's Office (SMO) at the beginning of the shift. The list must include work location, date and work period. At the end of every work shift the competent person on site must notify the SMO that work has ended and everyone has left the work site.

### **Safety:**

Upon being awarded an Entry Permit, all sponsor personnel who enter upon or works adjacent to Metro-North's property are required to complete the computer based training class entitled 'Roadway Worker Procedures for Contract Employees'. It is the Sponsor's responsibility to schedule training and ensure workers complete the computer based training (CBT) prior to the start of work. Sponsor personnel will not be permitted to commence work until they present documentation demonstrating each worker has completed the training. CBT cost will be at the Sponsor's expense at an approximate cost of \$21.00 per person [this fee is not paid to MNR and is subject to change without notice]. Sponsor personnel who fail to carry proof of training shall be removed from the property.

The sponsor shall comply with the requirements of all applicable Federal, State, Local and Metro-North jurisdictions to provide a suitable work environment for workmen and for the general public. Sponsor shall prepare and submit a comprehensive Safety Plan which will: Designate a company Representative(s) who will prepare and implement a program of compliance. The Sponsor must supply company emergency

contact information; personal protective equipment for all workmen employed by the sponsor or his contractors and enforces use of this equipment by contract personnel.

The sponsor shall supply Safety Data Sheets (SDS) for construction or maintenance materials that pose a safety, fire, health or other hazard to Metro-North.

**Protective Enclosures:**

The Applicant will not store materials or equipment upon the Railroad right-of-way without first obtaining written permission and approval of MNR. The Applicant shall secure construction materials and equipment that could be used by vandals to obstruct Railroad operations in a vandal-proof enclosure. The Applicant shall be responsible to protect the work site with fences, barricades, barriers, watchmen or other means necessary to bar access to operating areas via the work site. Fences at a minimum shall be 12-gauge chain link, eight (8) feet in height. Vehicular barriers shall comply with "AASHTO" Standard for design and fastening to structures.

**English Language:**

The Applicant must furnish an English-speaking supervisor at each job location who is capable of communicating (including translating if necessary) instructions from the flagman or other MNR representative to the Applicant's personnel on the job. Such supervisor must remain on the site at all times while work is being performed or any Applicant employees are on or about the MNR right-of-way.

**Blasting:**

Is prohibited on MNR's property. MNR shall determine if any blasting in the vicinity of the railroad will affect its operations. The Applicant shall submit to MNR for approval, plans and specifications of any proposed controlled blasting activities that could affect railroad operations.

**Hi-Rail Equipment:**

Highway-rail mounted equipment must be in first class condition to prevent delays to the trains. Contractors must have written permission before placing or putting into service equipment on or near the tracks. Inspection must be performed by the railroad in which it is working on not less than every 3 months. It is the contractor's responsibility to coordinate all inspections of equipment prior to use on the right-of-way.

**Temporary Structures:**

Shall be necessary at the sole discretion of MNR to protect the Railroad or the general public from possible falling debris, paint or other materials, to protect personnel working above the right-of-way, to provide a platform for personnel, materials, and/or equipment and to provide a walkway for the general public. Temporary structures intended as walkways for the general public shall comply with the "New York State Building Code" and the Americans with Disabilities Act of 2010.

Temporary Stairways or pedestrian walkways must be fully enclosed to protect from precipitation. A protective scaffold intended to contain finely broken concrete decking shall be designed for a live load of 200 lbs. per square foot applied uniformly over the entire structure, and a 2 kip concentrated load placed anywhere on the structure. The two loads are not to be applied simultaneously for design purposes. Design of the scaffold intended for any other purpose shall be submitted to MNR for approval. The design shall contain details of any construction activities supported or protected by the scaffold. Impact loads or rigging that exceed the capacity of the scaffold shall be subject to the conditions of Section B "Rigging". Wood for protective scaffolding must be fire-retardant. The Applicant must supply MNR with certification from the manufacturer or supplier that lumber meets or exceeds the ASTM E-84 fire-retardant specification for exterior application 30-minute duration. Plans and calculations for temporary structures must be submitted to MNR for review and approval prior to construction. Further, plans and calculations must be prepared and stamped by a Professional Engineer licensed in the state of New York.

**Shoring:**

All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer (licensed in the state in which the project is located) and shall be accompanied by complete design computations with supporting soils and groundwater information when submitted for approval.

Sheeting shall be required on all excavations where the side of the excavation is intercepted by the Railroad live load influence line. The live load influence line is defined as a line originating at the top of tie and extending out in this plane a distance of 10 feet, then downward at a slope of 1 (vertical) on 1½ (horizontal). Such excavations must be designed to withstand, in addition to all static loads such as structural dead load, soil pressure and hydrostatic pressure, a Railroad live load of Cooper E-80 as defined in the "AREMA Manual Section 1-3" or other loading magnitude as may be directed by MNR. (See drawing "SK - 1", APPENDIX A).

Interlocking steel sheet piling, driven prior to excavation, must be used to protect track stability. The use of trench boxes or similar devices is not acceptable in this area. Soldier piling and lagging will be considered for supporting adjacent track(s) only when its use is approved by MNR. Consideration for use of soldier piling and lagging will be made if the required penetration of steel sheet piling cannot be obtained and when dry, non-running, stable material will be encountered.

Lateral forces acting on the sheeting shall be computed as follows:

The active earth pressure due to the weight of the soil shall be computed by the Rankine Theory.

The Boussinesq analysis shall be used to determine the lateral pressure caused by the railroad loading. The load on the track shall be taken as a strip load with a width equal to the length of the ties (8' - 6"). The vertical surcharge, q (psf), caused by each axle weight divided by the tie length and the axle spacing (5' - 0"). For an E-80 loading:

$$q = 80,000 \text{ lbs.} / ( 8.5' \times 5' ) = 1882 \text{ psf.}$$

The horizontal pressure due to the live load surcharge at any point on the sheet piling wall is Ph and can be calculated by the following:

$$Ph = ( 2q / \pi ) ( \beta - \sin \beta \cos 2\alpha )$$

(See drawing "SK - 2", APPENDIX B).

The allowable stresses for the sheet piling and other steel members (wales, struts, etc.) shall be in accordance with AREMA Chapter 15, Parts 1 and 2. These allowable stresses may be increased ten percent (10%) due to the temporary nature of the installations.

Where soil or rock anchors are used, all anchors must be tested. Testing shall be in accordance with industry standards with ten percent (10%) of the anchors "Performance Tested" and all others "Proof tested".

Cavities adjacent to the sheet piling, created by the driving of the sheet piling, shall be filled with 1½-inch stone ballast. Any disturbed ballast must be restored and tamped immediately. This task is performed by MNR's Track & Structures department the cost of which is borne by the Applicant.

Sheet piling shall be cut off at the top of tie during construction. After construction and backfilling has been completed, piling shall be cut off eighteen (18) inches below the existing ground line and left in place.

Moreover, sheeting alongside active track systems shall maintain lateral support. Lateral support shall maintain a compacted stone ballast shoulder level with the top of tie for at least two (2) feet from the end of tie supported by a slope no steeper than one (1) vertical to two (2) horizontal. Any excavation adjacent to track shall be covered and ramped and provided with barricades as required by MNR. A lighted walkway with a handrail must be provided adjacent to the track for any excavation within twenty (20) feet of the centerline.

Under the direction of a MNR representative (Engineer or Inspector) the Applicant shall – at no cost to the railroad- perform pre and post construction surveys of tracks and structures to establish existing horizontal

and vertical clearances. Vertical clearances shall be measured from Top of Rail. Horizontal clearances shall be measured from the Center Line of Track. The elevations shall reference an established benchmark that will remain undisturbed throughout the construction. It may be necessary for the Applicant to monitor movements of tracks and structures on a more frequent basis – daily or weekly, monthly or as determined by the MNR Representative. Copies of the filed notes must be delivered to MNR on the date the survey was performed.

Final backfilling of the excavation shall be as required by MNR

**SECTION B**

**REQUIREMENT FOR ERECTION, DEMOLITION, AND OTHER RIGGING OPERATIONS OVER OR ADJACENT TO METRO-NORTH RIGHT-OF-WAY**

The Applicant must furnish scaled plans with supporting calculations in order to obtain written approval prior to the start of any rigging operation over or adjacent to the MNR right-of-way. Submittals for bridge erection, demolition, or other hoisting operations shall be prepared and stamped by a Registered Professional Engineer and must include the following:

1. Plan view showing locations of crane or cranes, operating radii, with delivery and disposal locations.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Indicate Crane and boom nomenclature.
3. Plans and computations showing weight of picks. Include catalog with weight of equipment to be lifted and manufacturer’s shipping weights.
4. Show in a table format on the plan a “Crane Lifting Schedule” of each crane pick as shown below:

CRANE LIFTING SCHEDULE								
Piece No.	Piece Weight kips	Rigging Weight kips	Block Weight kips	Maximum Weight kips	Maximum Radius feet	Boom Length feet	Crane Capacity kips	Safety Factor 150 %
1	X	X	X	X	Y	Y	X	Z

5. Computations and plans demonstrating that MNR’s train shed structure can bear load of crane with equipment load.
6. Computations and plans demonstrating that soils or foundations for equipment and temporary structures are adequate and able to protect subsurface utilities and structures.
7. Check condition of steel in trainshed (Grand Central Terminal) to ascertain whether steel needs to be blocked or posted.
8. Plans and calculations showing locations and structural adequacy of mats, barges, embankments, supporting structures, planking, or special decking as required by MNR.
9. Location profiles indicating the proposed swing in relation to obstructions such as overhead wires and structures.

10. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog cuts or information sheets of specialized equipment. The method of attachment must be detailed on the erection plan. All lifting components must be adequate for 150% of the manufacturer's crane capacity chart
11. A complete procedure indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.
12. Plans detailing temporary support of any components or intermediate stages.
13. A time schedule (by hour and day) of the various stages, as well as a schedule for the entire lifting procedure.
14. Written statement from crane owner of last crane safety inspection with a copy of current inspection certificate.
15. Mark the exact crane location in the field at least two working days prior to the intended operation. Also, certify the stability of the foundation for crane outriggers and supports.
16. Conduct survey/mark out of streets or yards (North of 97<sup>th</sup> street) to determine whether manholes or duct banks can bear outrigger loads.

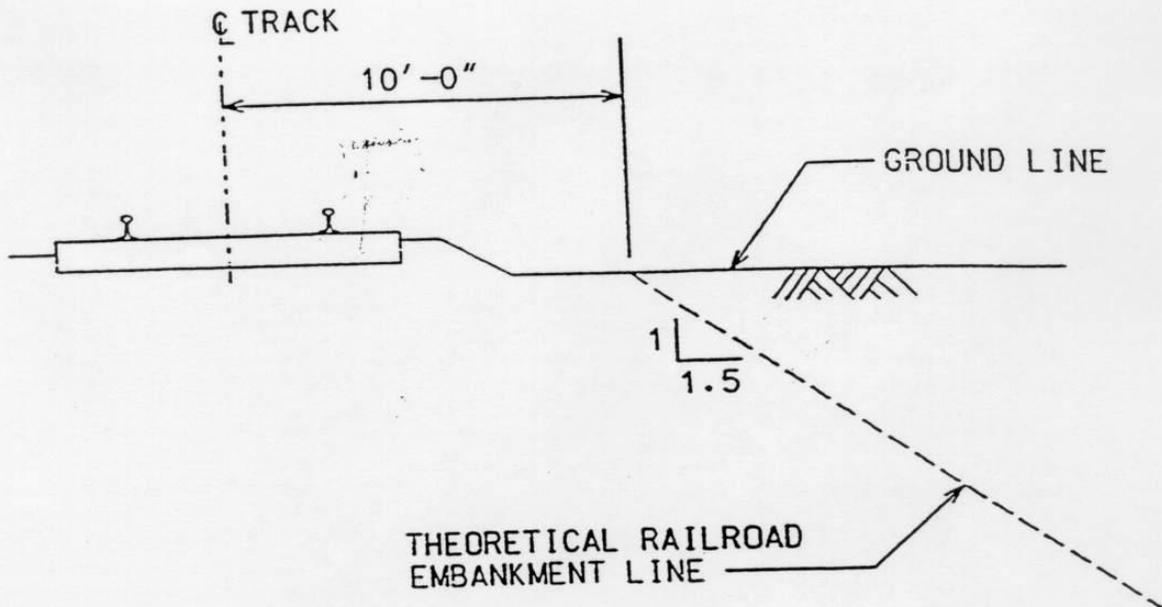
In general, unless otherwise directed by MNR, operations directly over or adjacent to the operating right-of-way which foul the operating area, or which in the event of a failure could fall across the operating area will be performed between approximately 2:30 AM and 5:00 AM.

Operations involving a track and power outage across all tracks may be performed at times specified by MNR.

Any deviation from this plan must be reviewed and approved by the Applicant's engineer prior to resubmission to the MNR Engineer for review and approval prior to the date that the work will be scheduled.

# APPENDIX A

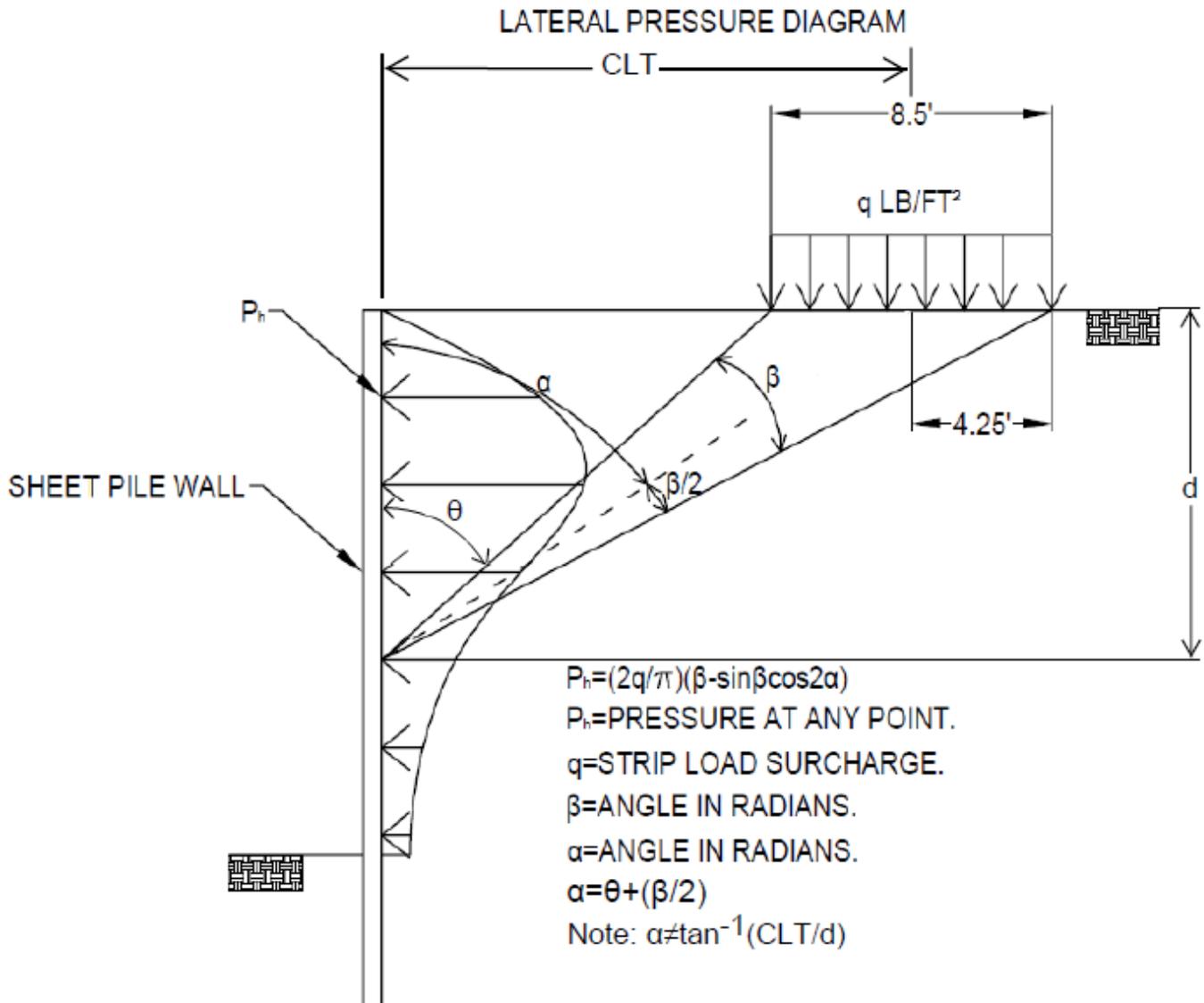
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(2/18/00)



REQUIREMENTS FOR TEMPORARY SHEET PILING ADJACENT TO TRACK

1. STEEL SHEET PILING FOR TRACK SUPPORT IS NOT REQUIRED FOR EXCAVATION OUTSIDE THE THEORETICAL RAILROAD EMBANKMENT LINE. SHORING IN ACCORDANCE WITH OSHA REQUIREMENTS SHALL BE USED IN THIS AREA.
2. STEEL SHEET PILING, DRIVEN PRIOR TO EXCAVATION, IS REQUIRED WHEN EXCAVATION IS WITHIN THE THEORETICAL RAILROAD EMBANKMENT LINE.
3. ALL SHEET PILING IS TO BE DESIGNED FOR AN E-80 LOADING. THE BOUSSINESQ ANALYSIS IS TO BE USED TO DETERMINE THE LATERAL PRESSURE CAUSED BY THE RAILROAD LOADING.

## APPENDIX B



LATERAL PRESSURE DUE TO STRIP LOAD

**Entry Permit/License Agreement Applicant Checklist**  
**Non-Refundable Application Fee-\$2,000.00**

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Permit Holder's Name, Address, Phone/Cell Number and Email address:

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Name and Title of Person Signing the Permit:

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Location of Work (Street Address):

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Will Contractor be providing insurance? If yes, please provide name, address, and phone number of Contractor:

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Description of Project/Work (Stamped Engineering Plans showing work location in relation to tracks and/or property lines are required):

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**Insurance Checklist Submitted to MNR**

- ACORD 25- Certificate of Insurance with ACORD 101 additional Remarks Schedule (if needed)
- CGL Primary and Non-Contributory Endorsement
- CG 20 26 04 13 - Additional Insured Endorsement
- CG 24 17 10 01- Contractual Liability
- Railroad Protective Liability (RRPL) Policy or Binder
- ACORD 855 NY Construction COI Addendum

**MNR Contact Information**

\* **Please contact** - NY I&C Director - [Richard Ramkeesoon](mailto:Richard.Ramkeesoon@mnrc.org): 212-499-4444 / [ramkeesoon@mnrc.org](mailto:ramkeesoon@mnrc.org)  
to go over the details of your project and to arrange for a site visit, If necessary.

*Completion and submission of this application constitutes the required written request for an Entry Permit or License Agreement but does not provide or guarantee access to MNR property.*

**INSURANCE GUIDELINES FOR SUBMISSION OF INSURANCE (ENTRY PERMITS)  
METRO NORTH RAILROAD (MNR)**

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

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

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

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

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

**A. Workers' Compensation:**

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

**B. General Liability (I.S.O. CG 00 01 04 13 Form):**

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

***Provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 or CG 20 26 04 13 version or equivalent. Endorsement (s) must include policy number(s) - Additional Insureds for your work location are listed in the table below.***

**C. Business Automobile Liability (I.S.O. Form CA 00 01 10 13)**

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

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

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

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

**The Binder Must Include:**

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

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

**Rick Webster c/o MNR  
420 Lexington Avenue, 10<sup>th</sup> Floor  
New York, NY 10170**

## STATION LISTING WITH LINE

Except that as otherwise provided in this Article and/or the Specifications, the Permittee and/or their Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, through the FINAL COMPLETION of contract, policies of insurance as herein below set forth, written by companies with an A.M. Best Company rating of A-/“VII” or better, and approved by Metro-North Railroad/MTA and shall deliver evidence of such policies. These policies must: (i) be written in accordance with the requirements of the paragraphs below, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless at least thirty (30) days prior written notice to Metro-North Railroad/MTA c/o MTA Risk and Insurance Management Department - Standards, Enforcement & Claims Unit, 2 Broadway – 21<sup>st</sup> floor, New York, NY 10004 and (iii) state or be endorsed to provide that the coverage afforded under the Permittee and/or their Contractor’s policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to Metro-North Railroad/MTA, and also that the Permittee and/or their Contractor’s policies, primary and excess, must be exhausted before implicating any Metro-North Railroad/MTA policy available. (iv) In addition, the Permittee’s and/or their Contractor’s policies shall state or be endorsed to provide that, if a subcontractor’s policy contains any provision that may adversely affect whether the Permittee’s and/or their Contractor’s policies are primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available, the Permittee’s and/or their Contractor’s and subcontractor’s policies shall nevertheless be primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available. At least two (2) weeks prior to the expiration of the policies, the Permittee and/or their Contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000.00, unless such increased deductible or retention is approved by Metro-North Railroad/MTA. The Permittee and/or their Contractor shall be responsible for all claim expense and loss payments within the deductible or self-insured retention on the same basis as would be the case if commercial insurance was available for the loss. The insurance monetary limits required herein may be met through the combined use of the insured’s primary and umbrella/excess policies.

- A. **Workers’ Compensation Insurance** (including Employer’s Liability Insurance with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of the laws of the state in which the work is to be performed.
- B. **Commercial General Liability Insurance** (I.S.O. CG 00 01 04 13 Form or equivalent approved by Metro-North Railroad) in the Permittee’s and/or their Contractor’s name with limits of liability in the amount of at least \$3,000,000 each occurrence/\$3,000,000 General Aggregate Limit (other than products-completed operations)/\$3,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to “drop down” to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Metro-North Railroad/MTA policy available.

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

## STATION LISTING WITH LINE

- Contractual coverage for liability assumed by the Permittee and/or their Contractor under this agreement;
  - Personal and Advertising Injury Coverage;
  - Products-Completed Operations;
  - Independent Contractors Coverage;
  - "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
  - Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
  - Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect; and
  - Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04, CG 20 26 04 13 or CG 20 26 12 19 version or equivalent approved by Metro-North Railroad) listing:
    - Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), 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) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein
- C. **Business Automobile Liability Insurance** - (I.S.O. Form CA 00 01 10 13 or equivalent approved by the Railroad). **If vehicle enters Agency's property or is used as part of service provided**, in the Permittee's and/or their Contractor's name with limits of liability in the amount of \$2,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment.
- If the project involves transporting and/or disposing of any hazardous material or waste from the jobsite, the Permittee and/or their Contractor or any subcontractor performing such work must add the MCS-90 to the automobile policy. The CA9948 endorsement is also required if transporting to a site outside of NYS. **(Additional pollution liability insurances maybe required.)**
  - The policy limits of liability must be increased to at least \$5,000,000 each occurrence pursuant to federal, state or local laws, rules and regulations, and

## STATION LISTING WITH LINE

- Copies of the MCS-90 and CA9948 endorsements, if applicable, shall be provided for review as part of the insurance submission.

D. **Railroad Protective Liability Insurance** (ISO-RIMA or equivalent form approved by Metro-North Railroad), covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- The following are the "Named Insureds" for this coverage:  
Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA), 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) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein
- The limit of liability shall be at least \$2,000,000 each occurrence, subject to a \$6,000,000 annual aggregate;
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA).
- Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.
- Indicate the Name of the Permittee and/or their Contractor to perform the work, the name of Metro-North Railroad for whom the work is being performed and the Contract description and number.
- Evidence of Railroad Protective Liability Insurance must be provided in the form of the Original Policy. A detailed **Insurance Binder (ACORD or Manuscript Form)** will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

### E. **Insurance Submission:**

1. **Initial Evidence of Insurance:** The Permittee and/or their Contractor shall furnish evidence of all policies before any work is started to Metro-North Railroad as follows:

Metro-North Railroad  
Operating Capital Department  
420 Lexington Avenue, Tenth Floor  
New York, NY 10170  
Attention: R Webster  
Email: rwebster@mnr.org

2. **Renewal Insurance:** After the Contractor's insurance has been approved, a "compliant message" verifying insurance compliance will be sent to the

## STATION LISTING WITH LINE

Contractor via the MTA Certificate of Insurance Management System (CIMS), Complianz™. It will also provide the email address for all insurance renewals, specific to this contract. **Do not bundle certificates as each contract is assigned a specific email address.**

Except for the **Railroad Protective Policy**, certificates of Insurance may be supplied as evidence of the policies described above, unless otherwise noted herein. However, Metro-North Railroad reserves the right to request copies of such policies herein described above. If requested by Metro North, the Contractor shall deliver to Metro-North within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If requested by Metro-North Railroad, the Permittee and/or their Contractor shall deliver to Metro-North Railroad, within forty-five (45) days of the request, a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted, it must: (1) be provided on an **ACORD** Certificate of Insurance Form; (2) disclose any deductible, sublimit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (3) indicate the Additional Insureds and Named Insureds as required herein. The Permittee and/or their Contractor must provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04, CG 20 26 04 13 or CG 20 26 12 19 version or equivalent, as applicable) and the endorsement(s) must include the appropriate policy number; (4) reference the Permit by number on the face of the certificate; and (5) expressly reference the inclusion of all required endorsements.

**The Railroad Protective Liability Insurance Policy, described in “D” above, must be provided in the form of the Original Policy. A detailed Insurance Binder, ACORD or Manuscript Form, will be accepted pending issuance of the Original Policy. The Original Policy must be submitted within 30 days of the Binder Approval. [Follow the instructions that will be sent via the MTA Certificate of Insurance Management System (CIMS), Complianz™ following the INITIAL insurance approval.]**

- F. **No Limit on Contractor’s Liability:** Nothing herein contained shall be deemed to limit the Permittee and/or their Contractor liability to the limits of liability, or coverage of the Policies above their renewals, or replacement.
- G. **Notice of Occurrence:** The Contractor shall immediately file with the MNR’s Legal Department, 420 Lexington Avenue, 11<sup>th</sup> Floor, New York, NY 10170, a notice of any occurrence likely to result in a claim against the MNR, and shall also file with the Legal Department detailed sworn proof of interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of the Permit or License Agreement.
- H. **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 to Metro-North Railroad, Metro-North Railroad shall have the options to: (i) direct the Permittee and/or their Contractor to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.



# 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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <b>SIR</b> 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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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)

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



**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:

<u>Carrier Name</u>	<u>NAIC #</u>	<u>Coverage</u>	<u>Policy Eff Date</u>	<u>Policy Exp Date</u>	<u>Limits of Liability</u>
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**Notes:**

1. 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.
2. Please refer to this link - <http://www.mta.info/vendor-insurance> to copy the Indemnitees for your contract.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Scheduled Railroad:</b>	<b>Designated Job Site:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement;
  - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement;
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

## ATTACHMENT "A"

### DESCRIPTION OF CONDUCTOR-FLAG WORK RULES

#### BASE RATE

Conductors are paid at 70%, 75%, 80%, 85% and 90% of their pay scale each year for the first five years of service and 100% starting in the sixth year.

A conductor-flag is entitled to payment for the full eight (8) hour shift regardless of whether they were needed for the full eight. So if flag is used for any period of time less than eight hours, their collectively bargained agreement requires they be paid for eight hours.

#### OVERTIME

A conductor-flag is entitled to one and one-half times their salary after the first eight hours of service in one day as computed from their departure time from their headquarters to the time they return to their headquarters. Additionally, a conductor-flag who has completed forty (40) hours of service in the pay week will be paid one and one-half times their salary for any additional work in that pay week.

#### DEADHEADING TIME

Conductor-flags are paid for their travel time on a scheduled train between their headquarters and the work location (called "Deadheading") at the beginning and end of their shift. This travel time can add hours to the actual productive worktime.

#### MEAL ALLOWANCES

A conductor-flag is entitled to a meal allowance established by their collectively bargained agreement equal to three quarters of an hour straight time.

## MTA GUIDELINES for INSURANCE SUBMISSION & GENERAL INSTRUCTIONS FOR COMPLETING ACORD FORMS

APPLICABLE TO ALL MTA/AGENCY AGREEMENTS

*Policies must be written by carriers with an AM Best rating of A-/VII or better to be acceptable to the MTA & its agencies.*

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### I. INTRODUCTION

This instruction sheet details mandatory acceptance guidelines for providing evidence of insurance to the MTA. It is divided into **three parts**:

**I. the Introduction – page 1**

**II. General Insurance Requirements (Highlights Only), (pages 1-2)**

**III. Specific Requirements for completing ACORD forms 25, 101 and 855 (pages 3-4)**

Read this document carefully and comply with all requirements outlined herein. You must also read your agreement for specific insurance requirements.

#### A. Initial Insurance

Before any work begins, the Contractor must submit evidence of all insurance policies to the Agency/MTA at the address provided in the Insurance Section C of the solicitation documents:

Certificates of insurance may be submitted as evidence of insurance unless otherwise noted in the Agreement. The following ACORD forms (or their equivalent) are suitable for submission of insurance:

- a. ACORD 25 (2016/03) – Certificate of Liability Insurance
- b. ACORD 101 (2008/01) – Additional Remarks Schedule
- c. ACORD 855 (2014/05) – New York Construction Certificate of Liability Insurance Addendum

**B. Policy expiration dates may not** be within 30 days of submission unless written assurance from the authorized broker or insurer that the policy/policies will be renewed and submitted with the same terms and conditions as the certificate.

**C. Renewal Insurance:** Evidence of renewal insurance must be submitted electronically. It should be sent to the contract-specific email address received from Complianz™, the MTA's Certificate of Insurance Tracking System. **Do not mail hard copies to risk management.**

### II. GENERAL INSURANCE REQUIREMENTS (Highlights Only. Please refer to the agreement for specific insurance requirements):

#### A. . Workers' Compensation –

- The New York State Insurance Fund form is acceptable.
- If a company is located out of state, an "Other States" endorsement is required.
- Exempt organizations may provide the approved CE-200 or documentation from their accountant or attorney confirming their exempt status.

**B. General Liability (refers to primary and umbrella/excess liability policies)**

- The General Liability policy shall provide coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01).
- 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 contract.
- The umbrella/excess liability policies shall be written on a “drop-down” and “following form” basis, with only such exceptions expressly approve in writing by MTA. Such insurance shall be maintained for the entire term of the contract.
- A physical copy of the required additional insured endorsements (**Refer to your agreement or Solicitation document**).

**C. Railroad Protective Liability (RRPL)/Builder’s Risk (including Installation Floater)**

- An insurance Binder must be provided pending issuance of actual policy.
- The binder must list all required “Named” and/or “Additional Named” insureds, as applicable.
- Actual policies must be submitted within 30 days from issuance of Binder.

**D. Environmental Coverages (contractor or sub-contractor may provide):**

- Contractor’s pollution liability coverage must be endorsed to include the additional insureds per terms of contract, and a copy of the physical endorsement must accompany the certificate of insurance.
- Pollution legal liability coverage must be Evidence can be satisfied by ONE of the following”:
  - Standalone pollution legal liability policy listing the non-owned disposal site;
  - A non-owned disposal site endorsement to the contractor’s pollution liability policy;
  - A certificate of insurance from the disposal facility adding the applicable agency/agencies as additional insured;
- The hauler must provide evidence of their business auto liability policy with copies of the MCS90 & CA9948 endorsement.

**E. Joint Venture**

- If the Contractor/Consultant is a joint venture, the joint venture shall provide evidence of liability insurance in the name of the joint venture.
  - If insurance is not purchased in the name of the joint venture, the member with the majority ownership interest in the joint venture must endorse its general liability policy to name the joint venture as an “Additional Named” insured.

### III. SPECIFIC REQUIREMENTS FOR COMPLETING ACORD 25, 101 and 855

Certain forms have special guidelines, all of which are included in the sample forms that you will receive in your solicitation packet. Please adhere to those guidelines as you fill out ACORD 25, 101 and 855. In addition, please take note of the following special instructions:

#### A. For ACORD 25

**This form is your certificate of liability insurance. You are required to fill out the form's fields as indicated below. (Refer to your agreement for detailed insurance requirements):**

##### a. General Liability

- i. Indicate applicable self-insured retention for policy.
- ii. General aggregate limit must indicate whether it applies for policy, project, or location.

##### b. Workers' Compensation

- i. Details must be entered for USLH, Jones Act and "Other States" coverage in adjoining row of blank boxes, if applicable.
- ii. Per Statute requirements must be referenced in limits column.

##### c. Umbrella/Excess Policy

- i. Umbrella and Excess coverages must be denoted by corresponding checkboxes. Underlying policies are to be identified in Additional Remarks Schedule (ACORD 101) to verify adequate insurance.

##### d. Provide the following information in the Description of Operations/Locations section:

- i. The Contract "*reference number*" provided in solicitation and/or awarded contract: **Provide ONE of the following: Purchase Order (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 #" followed by the actual number.)**
- ii. Contract name: A short description of work being performed.
- iii. Contract type: Operating, Capital, Not for Benefit, Other. **(Provide ONE. If you choose OTHER, please include specifics.)**
- iv. List required Indemnitees per contract or on Acord 101 if additional space is needed. They can be copied from MTA website. Go to this Landing page, then follow instructions: <http://www.mta.info/vendor-insurance>

##### e. Certificate Holder

**List the Agency for whom the work will be performed using this format:**

Agency Name/MTA

**(Example: New York City Transit Authority/MTA**

c/o MTA Risk and Insurance Management

2 Broadway, 21<sup>st</sup> Floor

New York, NY 10004

f. Signature of Authorized Representative

**For ACORD 101**

Use this form to provide evidence of additional required coverages that could not be provided on ACORD 25 and other comments. For example you should innumerate that you are compliant with required policy endorsements. **See instructions provided on the sample forms:**

- i. List additional Comments/Indemnitees
- ii. 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**

**FOR ACORD 855**

**Use this form for agreements involving construction.**

- i. **Please note:** When you fill out ACORD 855, you must fill out all the requested information as indicated in red type on the sample form you. Where the "Yes" box is checked on items on the sample form, you must also be able to truthfully check "Yes" to all of the corresponding items on your form or your application will not be approved.
- ii. Attach ACORD 855 to ACORD 25 and ACORD 101, when applicable, when you make your submission.

## **METRO-NORTH RAILROAD CONTRACTOR SAFETY TRAINING**

### **Key Facts and Frequently Asked Questions**

Metro-North Railroad (MNR) has changed its approach to delivering required safety training to contractor employees who will be working on our right of way. The following questions and answers summarize the changes and explain how to obtain the required training in the future.

#### **What has changed about this training?**

MNR has changed the method of delivery for this training. Previously, MNR Contractor Safety Training was delivered in person, by MNR employees. Effective immediately, the required training will be available only online, through a web-based module. Each contractor employee who will be on or about the MNR right of way must complete the training independently, using the online module, and must carry the required documentation of the training at all times when on MNR property. The MNR module is available through the [contractororientation.com](http://contractororientation.com) web site – the same site used for similar training by many other passenger and freight railroads.

#### **What are the benefits of this change?**

With this system, the required MNR Contractor Safety Training is available on demand for each employee. Contractors do not need to wait for the next class to qualify additional employees. The training is automatically documented in a database available to MNR, and each employee receives a photo ID card and sticker to document the training.

#### **Has the required timing or frequency of the training changed?**

No. As always, each contractor employee must complete MNR Contractor Safety Training before reporting to work on or about the MNR right of way, and must refresh the training annually.

#### **What documentation of the training must Contractor employees present or carry?**

Upon completing the online training, each employee will be able to print a temporary certificate of completion. The temporary certificate will be valid only until the employee receives his or her photo ID card and sticker by mail (in 7-10 business days). Until the ID card and sticker arrive, the employee must carry the temporary certificate and be prepared to present it at all times while on MNR property. Upon receipt, the employee must display both the sticker (on his or her hard hat) and the photo ID (in the front pocket of the safety vest or jacket if possible) at all times while on MNR property. When it is not feasible to display the ID in that manner, the employee must carry it and be prepared to present it.

#### **Is a site orientation with MNR still required?**

Yes. A site orientation is still required. **IMPORTANT: Each employee MUST present appropriate documentation of this training (either the temporary certificate or the ID card) to MNR during the site orientation. Employees who are required to complete OSHA 10 training will also be required to present that documentation at the site orientation. Employees who do not have the required documentation will not be allowed on site.**

#### **How do employees complete the online training?**

The employer creates an account on the [contractororientation.com](http://contractororientation.com) web site and enrolls the individuals employed by their company who need to complete the training. There is a fee of \$20 per person to complete the training. Employers can make a payment on the web site to cover fees for individual employees. Once the employer has created the login for an employee, the employee may log on and complete the training at any time. Training may be completed on desktop computers, laptops, or tablets with an Internet connection. Additional information provided by the web site administrator is provided on the next page.

#### **Does the previous (instructor-led) training remain valid until the original expiration date?**

Yes. But when the training expires, employees must refresh the training using the online module.

#### **Can Contractors request instructor-led training instead of the online module?**

No. To ensure consistency of training and record-keeping, this required training is available only through the online module.

**Instructions from ContractorOrientation.com  
for MTA Metro-North Railroad Contractor Safety Training**

**To register a company for the MTA Metro-North Railroad contractor safety training,** please follow these simple steps:

1. Go to the website [www.ContractorOrientation.com](http://www.ContractorOrientation.com).
2. Click on "REGISTER >" in the upper right corner of the screen.
3. Input your company name in the field in the lower left corner of the screen then click "Submit".
4. Read and follow the instructions on this page. You may have to search for your company several times to be sure it is not already registered.
5. When you are sure your company is not already registered click on the words "Click here to register a new company".
6. Fill out the form as completely and accurately as possible then click on "Submit". If your company has multiple locations include the location in the name. (Example: Bobs widgets – Seattle, Bobs widgets – Boston)
7. Verify your information. If it is incorrect click on "Go Back" to change it. If it is correct click on "Submit".
8. You should see a confirmation page and you should get an email with instructions on how to proceed. You will be able to log in, register employees to your account, pay for training, take the appropriate course, and more. Most of your tools are in the Administration tab at the top of the screen once you log in.

If you have any questions you can contact ContractorOrientation.com by using the On Line Chat , calling (866) 599-2482, or emailing to [Support@contractororientation.com](mailto:Support@contractororientation.com)

**To log in to Contractororientation.com for training as an employee,** you have to be registered by your company administrator. The administrator is the person in your company that runs the account. If you don't know who that is please contact us. We can give you the name of your administrator.

Once you are registered by your administrator they will tell you what your user name and password are. **You must use your own user name and password only.**

1. Go to the website [www.ContractorOrientation.com](http://www.ContractorOrientation.com).
2. Click on "LOGIN HERE >" in the upper right corner of the screen.
3. Enter your user name and password in the pop up form. Passwords are case sensitive. Then click on "LOGIN" at the bottom of the form.
4. Confirm that you are logged in by finding your name in the upper right corner of the screen. **If it is not your name you are not logged in and will not get the badge with your name on it.**
5. Once logged in you can do several things.
  - You can pay for a course using the payment options at the bottom of the Home page.
  - Upload a photo if one is required for the course.
  - Choose the right course for the railroad you will be working on or near.

# METRO-NORTH RAILROAD

## CONTRACTOR SAFETY TRAINING

### *Frequently Asked Questions & Instructions for Accessing Online Training*

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Metro-North Railroad (MNR) requires all Contractor/Consultant employees who will be on or about the MNR right of way to complete an online Contractor Safety Training module. The training must be completed independently by each employee. The following provides answers to frequently asked questions, including how to access the training.

#### **How is the Contractor Safety Training provided?**

Training is available online, through a web-based module at ContractorOrientation.com. Each Contractor/Consultant employee must complete the training independently, using the online module. Additional information about the web site is provided below.

With this system, the required MNR Contractor Safety Training is available on demand for each employee. The training is automatically documented in a database available to MNR, and each employee receives a Contractor Safety Training Card and sticker to document completion of the training.

#### **What is the required frequency of the training?**

Contractor employees must complete Contractor Safety Training before reporting to work on or about the MNR right of way for the first time, and must also retake the training annually. The Contractor Safety Training Card shows the date of expiration for the employee's training.

For employees who previously received instructor-led training at MNR, that training remains valid until its expiration date. However, all employees must now refresh the training using the online module.

#### **What documentation of the training must Contractor employees present or carry?**

Once training is complete, the required documentation of training completion **must be carried at all times** when on MNR property, as follows:

Upon completing the online training, each employee will be able to print a temporary certificate of completion. The temporary certificate will be valid only until the employee receives his or her Contractor Safety Training Card and sticker by mail (in 7-10 business days). Until the Card and sticker arrive, the employee must carry the temporary certificate and be prepared to present it at all times while on MNR property.

Upon receipt, the employee must display both the sticker (on his or her hard hat) and, if possible, the Card (such as, in the front pocket of the safety vest or jacket) at all times while on MNR property. When it is not feasible to display the Card in that manner, the employee must carry it and be prepared to present it.

**IMPORTANT: The Card is not valid for identification, transportation, or access to facilities. It is valid only to document that the employee has received this required safety training.**

# METRO-NORTH RAILROAD

## CONTRACTOR SAFETY TRAINING

### *Frequently Asked Questions & Instructions for Accessing Online Training*

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#### **Is a site orientation with MNR still required?**

Yes. A site orientation is still required.

Each employee **must** present appropriate documentation of the MNR Contractor Safety Training (either the temporary certificate or the Contractor Safety Training Card) to MNR during the site orientation. Employees who are required to complete OSHA 10 training will also be required to present documentation of that training at the site orientation.

Employees who do not have the required documentation will not be allowed on site.

#### **How do employees complete the online training?**

The employer creates an account on the ContractorOrientation.com web site and enrolls the individuals employed by their company who need to complete the training. There is a fee of \$20 per person to complete the training. Employers can make a payment on the web site to cover fees for individual employees. Once the employer has created the login for an employee, the employee may log in and complete the training at any time. Training may be completed on desktop computers, laptops, or tablets with an internet connection. Additional instructions from the web site administrator are provided on the next page.

For your information, this site is used by other passenger and freight railroads for similar training.

#### **Can Contractors request instructor-led training instead of the online module?**

No. To ensure consistency of training and record-keeping, this required training is available only through the online module.

# METRO-NORTH RAILROAD CONTRACTOR SAFETY TRAINING

## *Frequently Asked Questions & Instructions for Accessing Online Training*

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### **Additional Information from ContractorOrientation.com**

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3. Input your company name in the field in the lower left corner of the screen, then click "Submit".
4. Read and follow the instructions on this page. You may have to search for your company several times to be sure it is not already registered.
5. When you are sure your company is not already registered, click on the words "Click here to register a new company."
6. Fill out the form as completely and accurately as possible then click on "Submit." If your company has multiple locations, include the location in the name. (Example: Bobs Widgets – Seattle, Bobs Widgets – Boston)
7. Verify your information. If it is incorrect, click on "Go Back" to change it. If it is correct, click on "Submit".
8. You should see a confirmation page, and you should get an email with instructions on how to proceed. You will be able to log in, register employees to your account, pay for training, take the appropriate course, and more. Most of the tools you need are in the Administration tab at the top of the screen once you log in.

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**To log in to ContractorOrientation.com for training as an employee**, you have to first be registered by your company administrator. The administrator is the person in your company who runs the account. If you don't know who that is, contact ContractorOrientation.com. We can give you the name of your administrator.

Once you are registered by your administrator, they will tell you what your user name and password are. **You must use your own user name and password only.**

1. Go to the website [www.ContractorOrientation.com](http://www.ContractorOrientation.com).
2. Click on "LOGIN HERE >" in the upper right corner of the screen.
3. Enter your user name and password in the pop up form. Passwords are case sensitive. Then click on "LOGIN" at the bottom of the form.
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