



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE



INSURANCE SPECIFICATIONS

The insurance outlined in these Specifications is required of the Owner or Contractor, and shall be provided by or in behalf of all subcontractors performing any portion of the work. The Owner or Contractor shall be responsible for any modifications, deviations or omissions of the required insurance as it applies to subcontractors.

All insurance policies, unless otherwise specified under Railroad Protective Liability Insurance, are to be written either on an occurrence basis or, if a claims-made form, applicable renewals must have a date retroactive to the construction start date and shall be maintained in force for one year following the acceptance of the work by the MBTA or its duly authorized representative.

With the exception of Railroad Protective Liability Insurance, all insurance policies must name the MBTA as an additional insured as its interest appears and waive any rights of subrogation against the MBTA.

Certificates of Insurance evidencing (1) either the claims-made or occurrence form coverage, (2) work description/location, (3) Owner or Contractor's corporate name, and (4) individual, company, government agency or municipality for which the work is being performed, are to be furnished to the MBTA prior to work commencement, and within fifteen (15) days of expiration of the insurance coverage, when applicable.

All policies must contain a minimum thirty (30) day written notice of cancellation clause, and provide that the Insurance Company shall notify the Owner, Contractor, MBTA and Railroad Company(s), via registered mail, of any cancellation, change or expiration of the policy.

Original Insurance Certificate(s) shall be received and approved by the MBTA before the Owner or Contractor will be allowed entry upon MBTA Railroad Property. Certificates, including any required endorsements, shall be furnished to the MBTA, c/o Risk Manager, Office of the Treasurer-Controller, Ten Park Plaza, Room 8450, Boston, MA 02116, and shall provide stated coverage and a provision that Notice of Accident (occurrence) and Notice of Claim shall be given to the Insurance Company as soon as practicable after notice to the insured(s).

Original Insurance Binders reflecting Railroad Protective Insurance shall be received and approved by the MBTA and the appropriate Railroad Company(s) prior to entry upon MBTA Railroad Property. Mailing addresses for transmittal of original Insurance Binders to the named insured Railroad Company(s) are contained on Page Four of these Specifications.

The Owner or Contractor shall indemnify, defend and save harmless the MBTA and the appropriate Railroad Company(s) from and against any and all liabilities, losses (including losses of revenue), claims, costs, damages and expenses (including reasonable attorney's fees and expenses) that may be asserted against or incurred by the MBTA and the Railroad Company(s) arising from or as a result of the Owner or Contractor's work, or its use of adjacent land. Said indemnification shall include claims, whether covered by insurance or not, including, but not limited to Workers Compensation and similar insurance.

The Owner or Contractor shall maintain, during the life of the contract, from company(s) authorized to do business in the Commonwealth of Massachusetts and satisfactory to the MBTA:

A. COMMERCIAL GENERAL LIABILITY INSURANCE for personal injury, bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering all work performed on over or adjacent to MBTA Railroad Property (the "work"), including:

1. All operations;
2. Contractual liability;
3. Coverage for the so-called "X, C, U" hazards, i.e., collapse of building, blasting, and damage to underground property;
4. Asbestos abatement, when applicable.

B. AUTOMOBILE LIABILITY INSURANCE including the use of all vehicles owned, non-owned, leased and hired, in an amount not less than \$1,000,000 combined single limit covering all the work.

C. WORKER'S COMPENSATION INSURANCE including Employees, Liability Insurance, as provided by Massachusetts General Laws, Chapter 152, as amended, covering all the work.

D. UMBRELLA LIABILITY COVERAGE in an amount not less than \$5,000,000 per occurrence covering all the work.

E. HAZARDOUS MATERIALS INSURANCE if the work involves hazardous materials, the following coverage is required:

1. **Pollution Liability insurance** for sudden and gradual occurrences in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate arising out of the work, including but not limited to all hazardous materials identified in the contract.
2. When applicable, the Owner or Contractor shall designate the disposal site and furnish a Certificate of Insurance from the Disposal Facility for Environmental Impairment Liability Insurance for (a) sudden and accidental occurrences in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate and (b) non-sudden occurrences in an amount not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
3. Certificates of insurance shall clearly state the hazardous materials exposure work being performed.

F. RAILROAD PROTECTIVE LIABILITY INSURANCE is specifically designed for insuring Railroads, and is purchased by the Owner or Contractor in the name of the MBTA and the Railroad Company(s). **The Railroad Company(s) is the named insured on the policy.** Railroad Protective Liability Insurance is required for any work performed within fifty (50) feet from center line of the nearest railroad track; it is not a substitute for any types of insurance outlined in these Specifications. Required limits are:

Bodily injury: not less than \$5,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$10,000,000 for all damages arising out of bodily injury to or death of two or more persons in any one accident;

Property Damage: not less than \$5,000,000 or all damages arising out of injury to or destruction of MBTA property in any one accident, and subject to that limit per accident, a total of \$10,000,000 in the aggregate for all damages arising out of injury to or destruction of MBTA property.

Questions regarding insurance should be directed to MBTA's Risk Manager at (617) 222-4447.

Questions regarding train counts and train speeds should be directed to the appropriate Railroad Company(s) listed on Page Four.