

ADDITIONAL ATTACHMENTS

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ATTACHMENT 20 – CSX –ENTRY AGREEMENT FORM

Application for Right of Entry

Form: RPI-1101

- Applicant Information:** Application Date: _____
1. Complete Legal Name of applicant: _____
 2. Company Contact Name: _____ Title: _____
 3. Telephone: (____) _____ Fax: (____) _____
 4. Address: _____ City: _____ State: _____ Zip: _____
 5. Type of business: _____ Corporation, (State of incorporation): _____
Partnership,(type & state of Partnership): _____, Individual: _____
Developer: _____ Municipality: _____

Property Information:

6. Your Reference No: _____
7. Location: _____
8. Attachments provided (check all that apply)
____ photograph (REQUIRED) ____ general location map (REQUIRED)
____ CSXT Val. Map fragment or ____ Copy of county tax map (MUST select one)
Note: If CSXT Val. Map not used, Question #16 MUST be completed ENTIRELY
9. Reason(s) for Right of Entry (be explicit): _____

10. How close will you need to be to the centerline of the nearest track? _____ feet
11. Size of area:
Dimensions? (Ex: 20'x50') _____ Area: _____ square feet OR _____ acres
12. Detailed Location Information: (Required if CSXT Val. Map fragment not provided)
Beginning _____ feet _____ (direction - N E S W) from Railroad M.P. _____
Offset (distance) from nearest track _____
Ending _____ feet _____ (direction - N E S W) from Railroad M.P. _____
Offset (distance) from nearest track _____
13. How did you verify that property and/or trackage is CSXTs? _____
14. Expected duration of Right of Entry: from (date): _____ to (date) _____
Are there any structures or improvements on the property? ____ If yes, attach detailed explanation.
15. Do you plan to make any attachments or improvements to the property? ____ If yes, attach details.

Railroad Use Only

16. Region: _____
17. Val. Map No.: _____ Parcel No(s). _____ PIN No(s). _____
18. Comments: _____

19. Prop. Serv. Contact: _____ RPI Contact: _____
20. Approved? Yes _____ No _____ By: _____

ATTACHMENT 21 – AMTRAK–INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) CHICAGO UNION STATION COMPANY (CUSCO) WASHINGTON TERMINAL COMPANY (WTC)

Revised as of September 2008

DEFINITIONS

In these Insurance Requirements "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and as appropriate, its subsidiaries Chicago Union Station Company ("CUSCO") and Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property Agreement or the party with whom Amtrak has contracted in the Preliminary Engineering Agreement or Force Account Agreement, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Permittee or Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter Upon Property Agreement, Preliminary Engineering Agreement, or Force Account Agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than \$1 million each accident or illness shall be included.

In the event the Operations are to be performed on or over navigable waterways, a Longshoremen and Harbor Workers' Compensation Act Endorsement and a Maritime Coverage Endorsement are to be added, including coverage for wages, transportation, maintenance and cure.

Commercial General Liability Insurance covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad and any Explosion/Collapse/Underground (X-C-U) exclusions deleted. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

Automobile Liability Insurance covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's Commercial General Liability insurance. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.

Railroad Protective Liability (RRP) Insurance covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of the National Railroad Passenger Corporation (and as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 -Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy must be submitted to Amtrak prior to commencement of Operations.

In the alternative, and upon Amtrak's approval, Contractor may elect to have Amtrak insure the Operations under its Blanket RRP Liability Insurance Program. The premium, which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of the

Agreement, shall be prepaid by Contractor. In the event Contractor and Amtrak agree to insure the Operations under Amtrak's RRP Program, Contractor shall include the RRP premium of \$ _____ in addition to the Permit Fee, and send its check made payable to National Railroad Passenger Corporation to the individual set forth below prior to commencement of Operations.

All Risk Property Insurance covering physical loss or damage to all property used in the performance of the Operations. The policy shall have limits of liability adequate to cover all property of Contractor (including personal property of others in Contractor's care, custody or control) and shall include a waiver of subrogation against Amtrak, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue.

Contractor's Pollution Liability Insurance covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor with National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence. The coverage shall be maintained during the term of the project, and for at least two (2) years following Amtrak acceptance of the completion of all Operations to be performed.

Pollution Legal Liability Insurance is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to Amtrak. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the-Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

Professional Liability Insurance covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have limits of liability of not less than \$2 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of two hundred fifty thousand dollars (\$250,000), but in such case the deductible is the sole responsibility of Contractor, and no portion of such deductible is the responsibility of Amtrak.

Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

Claims-Made Insurance - If any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. The retroactive date shall coincide with or precede Contractor's start of Operations

(including subsequent policies purchased as renewals or replacements);

2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
3. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Commercial General Liability, Professional Liability) for at least three (3) years following completion of the Operations; and
4. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least two (2) years to report claims arising from Operations.

Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Director Project Initiation &
Development National Railroad
Passenger Corporation 30th Street
Station, Mail Box 64
Philadelphia, PA 19104-2817

ATTACHMENT 22 – AMTRAK – PERMIT TO ENTER FORM

Exhibit E

overhead wire.

(6) **Fouling of Track or Wire:** No work will be permitted within twenty-five (25) feet of the centerline of track or the energized wire or have potential of getting within twenty-five (25) feet of track wire without the approval of the Chief Engineer's representative. Permittee and/or Contractors shall conduct their work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer's representative. When Permittee and/or Contractors desire to foul an active track, they must provide the Chief Engineer's representative with their site-specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of Railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire and requires the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer's representative, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford the Permittee and/or Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer's representative.

(7) **Track Outages:** Permittee and/or Contractors shall verify the time and schedule of track outages from Railroad before scheduling any of their work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee and/or Contractors shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee and/or Contractors shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

(8) **Demolition:** During any demolition, Contractor must provide horizontal and vertical shields, designed by a Professional Engineer registered in the state in which the work takes place. These shields shall be designed in accordance with the Railroad's specifications and approved by the Railroad, so as to prevent any debris from falling onto the Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

Ballasted track structure shall be kept free of all construction and demolition debris.

(9) **Equipment Condition:** All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer's representative. Under no circumstances shall any equipment or materials be placed or stored within twenty-five (25) feet from the centerline of an outside track, except as approved by the Site Specific Safety Work Plan. To ensure compliance with this requirement, Permittee and/or Contractors must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer's representative. Permittee and/or Contractors will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

(10) **Storage of Materials and Equipment:** No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

Exhibit E

If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of 25 feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when the Permittee and/or Contractor is not on the project site.

(11) Condition of Railroad's Property: Permittee and/or Contractors shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee and/or Contractors shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Permittee and/or Contractors and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

(12) Safety Training: All individuals, including representatives and employees of Permittee and/or Contractors, before entering onto Railroad's property or coming within twenty-five (25) feet of the centerline of the track or energized wire shall first attend Railroad's Safety Orientation Class. The Safety Orientation Class will be provided by Railroad's Safety Representative at Permittee's expense. A photo I.D. will be issued and must be worn/displayed while on Railroad property. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee. Permittee and/or Contractors shall appoint a qualified person as their Safety Representative. He/she shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records shall be maintained with the site specific work plan.

(13) No Charges to Railroad: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee and/or Contractors, unless Railroad gives a written request that such work be performed at Railroad's expense.

Amtrak
Engineering Construction
4th Floor - South Tower
30th Street Station (Mail Box 64)
Philadelphia, PA 19104

Temporary Permits to Enter Upon Amtrak Property (PTEs)

Requests for Temporary Permits to Enter Upon Amtrak Property (PTEs) must be submitted to Amtrak in writing and include the following information:

1. Name of company requesting the permit (include address and telephone number)
2. Who's attention the permit should be addressed to
3. Addressee's e-mail address
4. Exact location of work (including railroad milepost, if known)
5. Specific work activity being performed on railroad property (please provide dollar value of the contract if work being performed is other than surveys or bridge inspections)
6. Projected duration of work being performed on railroad property

Note: *Temporary Permits for performing any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) may be issued subsequent to completion of Amtrak's environmental review and approval process. Requests are reviewed on a case-by-case basis. Depending on the site specific circumstances, a separate Site Access Agreement that addresses environmental liability issues may be required prior to any Temporary Permit.*

All PTE Requests must be submitted to the Amtrak Engineering Construction Department by fax or mail as noted below:

- Faxed to (215) 349-3550
 - Mailed to the following address:
Director I&C Projects
National Railroad Passenger Corporation
30th Street Station (Mail Box 64)
Philadelphia, PA 19104
-

Due to the heavy volume of requests for Temporary Permits to Enter Upon Amtrak Property, the processing time for initial Permit requests is approximately 30 days.

ATTACHMENT 23 –AMTRAK –INDEMNITY FORM (EXHIBIT E AND C)

Exhibit E

NATIONAL RAILROAD PASSENGER CORPORATION
TEMPORARY PERMIT TO ENTER UPON PROPERTY
C.E.-17 (REVISED 12/1/06)

Date:
File: E-47-
W.E.:

ATTN:

1. TEMPORARY PERMISSION. Temporary permission is hereby granted to _____ (hereinafter called "Permittee"), to enter property owned and/or controlled by the National Railroad Passenger Corporation (hereinafter called "Railroad"), for the purpose of _____ at _____, State of _____, under the terms and conditions set forth below.

2. LOCATION AND ACCESS. (Give map reference, description or both)

(hereinafter called "Property").

3. INDEMNIFICATION. Permittee shall defend, indemnify and hold harmless Railroad, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, irrespective of their negligence or fault, from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including cost of defense and attorneys' fees), which any or all of them may hereafter incur, be responsible for, or pay as a result of injury, death, disease, or occupational disease to any person, and for damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad, arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Permittee, its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Permittee. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or any contractor or subcontractor, and shall survive the termination of this Temporary Permit for any reason. As used in this paragraph, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, servants, successors, assigns and subsidiaries.

4. CONSIDERATION FOR PREPARATION OF TEMPORARY PERMIT. Permittee will pay to Railroad the sum of Five Hundred Dollars (\$500.00) as compensation for the preparation of this Temporary Permit. This fee is to be delivered to Railroad at the address set forth in paragraph 17 hereof.

5. STARTING OF USE OF PROPERTY. Permittee shall notify Railroad's Deputy Chief Engineer-Construction, or his designee, at least ten (10) days in advance before entering upon, or starting any work on, the Property. No entry upon or use of the Property will be permitted until a fully executed copy of this Temporary Permit is returned to Railroad, and specific permission to enter upon the Property is received by Permittee from Railroad's Director Project Initiation & Development. (See paragraph 17 for contact information.)

6. RAILROAD OPERATIONS. All activities performed by or on behalf of Permittee shall be performed so as not to interfere with Railroad's operations or with any of Railroad's facilities. In no event shall personnel, equipment or material cross a track or tracks without special advance permission from Railroad's Deputy Chief Engineer-Construction or his designee. If, in the opinion of Railroad's Deputy Chief Engineer-Construction or his designee, conditions warrant at any time, Railroad will provide flag service and/or other protection at the sole cost and expense of Permittee, and Permittee agrees to pay to Railroad the full cost and expense therefor.

7. CLEARANCES. All equipment and material of Permittee shall be kept at all times not less than fifteen (15) feet from the centerline of the outside track, unless specifically otherwise authorized in

Exhibit E

writing by Railroad's Deputy Chief Engineer-Construction or his designee. Permittee shall conduct all operations so that no part of any equipment shall foul an operated track; transmission, communication or signal line; or any other structure or facility of Railroad.

8. RESTORATION OF PREMISES. Upon completion of its work, Permittee shall, at the option of Railroad, (a) leave the Property in a condition satisfactory to Railroad, or (b) restore the Property to its original condition. This may include, without limitation, the restoration of any fences removed or damaged by Permittee.

9. TERM OF TEMPORARY PERMIT. This Temporary Permit shall commence on the date Railroad receives a fully executed copy of this Temporary Permit pursuant to paragraph 17 hereof and shall extend until the end of the period Railroad determines is necessary for Permittee to accomplish the purpose set forth in paragraph 1 hereof; provided, however, Railroad reserves the right to revoke this Temporary Permit at any time, and in no event shall this Temporary Permit extend beyond _____, 200_. Under no circumstances shall this Temporary Permit be construed as granting to Permittee any right, title or interest of any kind in any property of Railroad.

10. PROTECTION. All work on, over, under, within or adjacent to the Property shall be performed in accordance with the document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which is attached hereto as Attachment A and incorporated herein by reference.

11. INSURANCE. Before Permittee commences any work on, over, under, within or adjacent to the Property, Permittee and its contractors (unless Permittee opts to provide the required coverage for them), shall furnish to Railroad's Director Project Initiation & Development, evidence of the insurance coverages specified in the document entitled "INSURANCE REQUIREMENTS - NATIONAL RAILROAD PASSENGER CORPORATION," a copy of which is attached hereto as Attachment B and incorporated herein by reference.

12. SAFETY ORIENTATION CLASS. No person may enter within twenty-five (25) feet of the Property until he/she has attended Railroad's Safety Orientation Class, as noted in paragraph 12 of Attachment A.

13. COMPLIANCE BY CONTRACTORS. Permittee shall take all steps necessary to ensure that its contractors and subcontractors comply with the terms and conditions of this Temporary Permit.

14. SUPPORT SERVICES; COSTS; PAYMENTS. Railroad shall not be responsible for any costs incurred by Permittee in relation to any matter whatsoever. Permittee is required to reimburse Railroad for all costs incurred by Railroad in relation to this Temporary Permit. Without limiting the foregoing, Permittee is required to reimburse Railroad for all costs incurred by Railroad in connection with the review of any plans, drawings or other submissions made by Permittee.

Railroad's costs, expenses and labor charges will be billed to Permittee at Railroad's standard force account rates. Except as specified in paragraph 4 hereof, all payments due from Permittee to Railroad under this Temporary Permit shall be due and payable within thirty (30) days from the date of invoice. Permittee shall have no right to set off against any payment due under this Temporary Permit any sums which Permittee may believe are due to it from Railroad for any reason whatsoever. In the event that Permittee shall fail to pay, when due, any amount payable by it under this Temporary Permit, Permittee shall also pay to Railroad, together with such overdue payment, interest on the overdue amount at an annual rate of six (6) percentage points over and above the rate published from time to time by *The Wall Street Journal* as the prime commercial lending rate (or the highest rate allowed by law, if less than the foregoing), calculated from the date the payment was due until paid. All payments due from Permittee to Railroad hereunder shall be: (a) made by check drawn from currently available funds; (b) deemed made only upon receipt by Railroad of collected funds; (c) made payable to National Railroad Passenger

Exhibit E

Corporation; and (d) delivered to the National Railroad Passenger Corporation, 23615 Network Place -- GROUP, Chicago, IL 60673-1236. (However, the permit fee referenced in paragraph 4 hereof and the Railroad Protective Liability premium referenced in Attachment B, if applicable, shall be delivered to Railroad at the address set forth in paragraph 17 hereof.) All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit.

15. ENVIRONMENTAL AND GEOTECHNICAL TESTS AND STUDIES. Permittee shall not perform any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) unless specifically identified and authorized in paragraph 1 of this Temporary Permit. If any such tests or studies are performed, Permittee shall promptly furnish to Railroad, at no cost, a copy of the results including any reports or analyses obtained or compiled. Except as may be required by applicable law or as authorized by Railroad in writing, Permittee shall not disclose the results of any such tests or studies to anyone other than Railroad or Permittee's client. Failure to comply with the provisions of this clause shall result in immediate termination of this Temporary Permit and forfeiture of all compensation paid Railroad therefor.

16. SEVERABILITY. If any provision of this Temporary Permit is found to be unlawful, invalid or unenforceable, that provision shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remainder of the Temporary Permit.

17. ACCEPTANCE. To confirm acceptance of this Temporary Permit, one fully executed copy must be returned to: Director Project Initiation & Development, National Railroad Passenger Corporation, 30th Street Station, Mail Box 64, Philadelphia, PA 19104 (215/349-1127). The second copy may be retained for your file.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
DEPUTY CHIEF ENGINEER - CONSTRUCTION

Date: _____

AGREED TO AND ACCEPTED:

By: _____
(signature)

Title: _____
Must be an Owner/Partner or
duly authorized representative

Date: _____

AMTRAK EXHIBIT C

INDEMNITY FROM CONTRACTORS PERFORMING
DESIGN OR ENGINEERING FUNCTIONS

This form is to be copied, executed by a duly-authorized representative, and returned to Amtrak. Amtrak will not review any documents until this form has been received.

_____ ("Contractor") hereby agrees to defend, indemnify and hold harmless Amtrak (and any other affected railroad), from all liability caused by errors or omissions in its work, or in the work of its subcontractors, agents, or employees relating to the design of improvements to the railroad infrastructure in the state of Maryland and/or District of Columbia for the benefit of the Maryland Transit Administration or its affiliated agencies. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractor, and shall survive the completion of the project.

DULY AUTHORIZED

By: _____

Its: _____

Date: _____

Witness:

Print Name:

ATTACHMENT 24 –OCIP

LIABILITY INSURANCE REQUIREMENTS

MARYLAND TRANSIT ADMINISTRATION (MTA) will utilize an Owner Controlled Insurance Program (OCIP) for this construction project.

What is an OCIP?

The MTA OCIP will provide General Liability, Workers' Compensation, and Excess Liability coverage for contractors and subcontractors while performing Work on the project site. The Work specified in your Bid Request qualifies for the OCIP, therefore, General Liability, Workers' Compensation, and Excess Liability will be purchased on your behalf, for this Work. However, you must continue to purchase General Liability, Automobile Liability and Workers' Compensation, and Excess Liability for Work performed *away from* the Project site.

A Builder's Risk insurance policy will also be provided for the benefit of the OCIP participants. You need not provide such insurance, as the interest of all parties in the Work will be covered by this policy. Such insurance will NOT cover your own tools and equipment.

Enclosed herein as Exhibit B – Indemnities and Insurance is detailed information about this program.

Bids:

Because General Liability, Workers' Compensation, and Excess Liability coverage will be provided by the OCIP, you will need to bid all Work with insurance costs for General Liability, Workers' Compensation, and Excess Liability separately identified as an add/alternate to your bid price. The cost should be separated by line of insurance utilizing the Insurance Cost Worksheet provided in the Bid Form package and as Exhibit A of this form. This form must be submitted as part of your bid package. For your information, the forms that will need to be completed by the successful bidder as part of the contract package are included herein as Exhibit C.

It is important that these insurance costs be as accurate as possible, as they have a direct bearing on the competitiveness of your bid.

If in doubt, your insurance agent should be able to give you the insurance cost for Work to be done at the site. To enable him to calculate that cost, you should be prepared to give your agent your payrolls (by workers' compensation class code) for Work to be performed on this Project.

Safety:

A critical part of any construction project is job site safety. An OCIP program is designed to standardize safety procedures to enhance your safety efforts. Representatives

of AIG, the OCIP insurer, the Construction Manager, and Aon Risk Services, Inc. of MD will be available to assist you in these efforts. You will be expected to comply with the safety requirements established by MTA and the Construction Manager in conjunction with the OCIP carrier. The Maryland Transit Administration Project Safety Plan is included in the Contract Specification Book as Form PSP.

Claims:

A claims representative will assist you in reporting any claims. You will be given an insurance manual that will identify the basic information necessary to report a claim. The forms and instructions contained in the manual should not be significantly different from those you are currently using.

Contractor Provided Insurance:

Because an OCIP is limited to Work performed at a specific location (except as provided by the Builder's Risk), you will be required to provide General Liability, Workers' Compensation, and Property insurance, if applicable, for any activities away from the project site, or performed for someone other than MTA.

You will also need to continue other coverages, such as:

- ⇒ Automobile liability and physical damage
- ⇒ Inland Marine coverage for your tools and equipment
- ⇒ Umbrella/Excess liability for limits over the maximum limit to be provided by MTA (limit to be advised)
- ⇒ Any other coverage you elect to continue

Alternate program option:

MTA reserves the option **not** to utilize an OCIP program for this project or to discontinue it. In such a case, you and any subcontractors will be expected to provide insurance coverages as required by the contract at a cost commensurate with the insurance deductions in your original bids.

Summary of Owner Provided Insurance

Workers Compensation

Coverage A - Statutory Limits

Coverage B - Employers Liability

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease

\$1,000,000 Policy Limit by Disease

Commercial General Liability

The policy includes Completed Operations Coverage for a period of 5 years after acceptance of the work by Owner with a limit of liability of \$2,000,000 each occurrence/\$4,000,000 general aggregate for Bodily Injury/Property Damage.

Excess Liability

\$50,000,000 each occurrence

\$50,000,000 aggregate

Builder's Risk Insurance:

Limits to be Determined

The Owner will purchase for the benefit of all Approved Contractors, Subcontractors and Vendors, all-risk Builder's Risk insurance in the amounts sufficient to cover replacement cost of the work in progress and the property located at the Project Site. Such insurance will specifically protect the interest of the Contractor in the Work, but **it will not cover Contractor's equipment, which will not become a permanent part of the Work to be accepted by the Owner.**

EXHIBIT A

INSURANCE COST WORKSHEET

AND

Aon Form-1a		Insurance Cost Worksheet (Fixed Price Type Contracts) <small>Numbers reference attached instructions</small>		MTA OCIP Page 1 of 2		
A. Contractor Information: Federal ID # or Soc. Sec. # <u>1</u>						
		▼ Business Information (headquarters)		▼ Contact Information (address questions to...)		
Company Name & dba: <u>2</u>		Contact Name & Title: <u>3</u>				
Address: _____						
City, State, Zip Code: _____						
Telephone: _____						
Fax: _____						
E-mail Address: _____						
B. BID INFORMATION: Bid Package No.: <u>1</u>						
Description of Work: <u>2</u>						
Proposed Contract Price \$: <u>3</u>				Are you Submitting a bid to MTA: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of Self Performed Work \$: <u>4</u>				If No, identify to whom: <u>6</u>		
C. Workers Compensation Insurance Information for Work Described Above: ⁽⁹⁾ (attach a separate sheet if necessary)						
a	b	c	d	e	f	
State	Class Code	Description	Rate (per \$100 payroll)	Man-hours	Payroll	
1						
Totals						
				2	3	4
Identify the Amount of Your Claim Retention: <u>5</u>			Your Company's Workers Compensation Experience Modifier: <u>6</u>			
Employers Liability Rate: <u>8</u>			Modified Premium (line C4 x C6): <u>7</u>			
			Employers Liability Premium: <u>9</u>			
10 Modification & Discount Premium Factors			11 Rate	12 Amount		
Mod 1: _____ + OR -						
Mod 2: _____ + OR -						
Mod 3: _____ + OR -						
Mod 4: _____ + OR -						
Mod 5: _____ + OR -						
Total Modification Amount (Total of all amounts entered in column C12): <u>13</u>						
Total Workers Compensation Premium (line C7 + C9 + C13): <u>14</u>						
D. General Liability: ⁽⁶⁾ Rate: <u>1</u> 2 Based On: <input type="checkbox"/> Total Payroll (C3) <input type="checkbox"/> Per 100 <input type="checkbox"/> Contract Price (B3) <input type="checkbox"/> Per 1,000 <input type="checkbox"/> Other <u>3</u> Rate factor: <u>4</u> Identify the Amount of Your Claim Retention: _____						
GL Premium (D2 x D1 + D3): <u>5</u>						
Excess/Umbrella Liability: ⁽⁶⁾ Rate: <u>6</u> 7 Based On: <input type="checkbox"/> Total Payroll (C3) <input type="checkbox"/> Per 100 <input type="checkbox"/> Contract Price (B3) <input type="checkbox"/> Per 1,000 <input type="checkbox"/> Other _____ 8 Rate factor: _____ Excess/Umbrella Premium (D7 x D6 + D8): <u>9</u>						
E. Builder's Risk/Installation Floater: ⁽⁹⁾ Rate: <u>1</u> 2 Rate factor: <input type="checkbox"/> Per 100 <input type="checkbox"/> Per 1,000 Builder's Risk/Installation Floater Premium (B3 x E1 + E2): <u>3</u>						
F. Other Insurance Premiums: ⁽⁹⁾ (Enter total premium costs identified on page 2) <u>1</u>						
G. Totals Total of all Insurance Premiums (Total of lines C14 + D5 + D9 + E3 + F1): <u>1</u>						
Overhead & Profit on Insurance Prem. % <u>2</u> 15%		O/H & Profit Amount (G1 x G2): <u>3</u>				
Total Initial Insurance Cost (Total of lines G1 + G3): <u>4</u>						
Contractor's Initial Insurance Cost Rate (Line G4 divided by total payroll in line C3 x 100): <u>5</u>						
H. Signature Block: I verify the information presented above and attachments are correct.						
Name: _____ (please print)		Date: _____				
Title: _____		Signature: _____				
Completion of this form is a required part of your bid and must accompany your bid documents. Complete a separate form for each contractor, known subcontractor(s) and trades not currently awarded to a subcontractor. Duplicate this form as needed.						
(a) Please provide copies of the following documents to support your insurance cost calculations:						
<input checked="" type="checkbox"/> Schedule of Values		<input checked="" type="checkbox"/> Workers Compensation declaration and rate pages		General Liability declaration and rate pages		
<input checked="" type="checkbox"/> Experience Modification worksheet		<input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages		<input checked="" type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000.		

Aon Form-1a	INSURANCE COST WORKSHEET (Instructions for Fixed Price Type Contracts)	MTA OCIP Page 2 of 2												
<p>Complete a separate form for each contractor, known subcontractor and trade not currently awarded to a subcontractor. Duplicate this form as needed. Completion of this form is a required part of your bid and must accompany your bid documents.</p>														
A. Contractor Information														
<p>1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return. 2 Enter your company's name, mailing address and phone/fax number for your company's main office location in the space provided below. 3 Enter the name of the person Aon should contact if questions arise. Include the mailing address, phone/fax and e-mail address if different than A-2</p>														
B. Bid Information														
<p>1 Enter the Bid Package Number, Contract Number or Purchase Order Number that was included in Maryland Transit Administration's originating documentation. 2 Provide a brief description of the work you will be performing at the project site. 3 Identify the total amount of your bid. Include both labor and material. 4 Identify the amount of work that you anticipate will be self-performed. Include both labor and material. 5 Check the appropriate box that identifies if you contract directly with Maryland Transit Administration's or are a subcontractor. 6 If you are a Subcontractor, identify the entity with whom you are under contract.</p>														
C. Workers Compensation Insurance Information <small>(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document; all requested information is included.)</small>														
<p>1 a Enter the two-letter abbreviation for the state in which the work will be performed. b Enter each Workers Compensation class code that applies to your work identified in B2. <i>(Most states use a 4 digit Number)</i> c Enter the Workers Compensation class code description that applies to each class code identified in C1b. d Enter the Workers Compensation rate that applies to the specified class code. e Enter the estimated Man-hours required to complete the described work for each Workers Compensation class code. f Enter the estimated Payroll required to complete your work. Use only unburdened payroll and exclude the premium portion of any overtime pay. g Calculate the WC Premium by multiplying the Payroll (C1f) by the Rate (C1d) and dividing the result by 100. Repeat this calculation for each WC class code.</p> <p>2 Total the estimated Man-hours for each class code. Be sure to include information from additional pages if used. 3 Total the estimated Payroll for each class code. Be sure to include information from additional pages if used. 4 Total the Workers Compensation Premium for each class code. Be sure to include information from additional pages if used. 5 Enter the amount of the Claim Retention / Deductible your company has on their existing Workers Compensation. 6 Enter your WC Experience Modifier. This information can be located on your Workers Compensation policy or on your NCCI Bureau Rating Sheet. 7 Calculate the Modified Premium by multiplying the WC Premium (C4) by the Experience Modifier (C6). 8 Enter your Employer's Liability Insurance Rate. This information can be found in your Workers Compensation policy. 9 Calculate your Employer's Liability Premium by multiplying the Modified Premium (C7) by the Employer's Lia. Rate (C8). 10 Identify the Modifiers that apply to your Workers Compensation Premium. This information can be located on your Workers Compensation Policy. 11 Enter the Rate for each identified Modifier. The information can be located on your Workers Compensation Policy 12 Calculate the Modified Premium Factor Amount by multiplying the Modified Premium (C7) by the Modified Premium Rate (C11) and dividing by 100. Be sure to identify if the Modification factor is an addition or reduction to your premium. 13 Total the Modified Premium Amounts by adding the numbers in column C12. 14 Calculate the Total Workers Compensation Premium by adding the Modified Premium (C7) to the Employer's Lia. Premium (C9) and adding the Premium Modifications (C12).</p>														
D. General Liability & Umbrella/Excess Liability Insurance														
<p>1 Enter the General Liability Rate. This number can be found on your General Liability Policy 2 Identify the base the General Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and the description in the space provided. 3 Identify the General Liability Rate factor by marking the box. 4 Identify the amount of your Claim Retention. 5 Calculate the General Liability Premium by multiplying the Bases (D2) by the Rate (D1) and dividing by the factor (D3). 6 Enter the Excess/Umbrella Liability Rate. This number can be found on your Excess/Umbrella Liability Policy 7 Identify the base the Excess/Umb. Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and description in the space provided. 8 Identify the Excess/Umbrella Liability Rate factor by marking the box. 9 Calculate the Excess/Umbrella Liability Premium by multiplying the Bases (D7) by the Rate (D6) and dividing by the factor (100 or 1,000).</p>														
E. Builder's Risk/Installation Floater														
<p>1 Enter the Builder's Risk/Installation Floater Rate. Locate this information on your Property Policy or Builder's Risk Policy. 2 Identify the base factor that it applies to (100 or 1,000). 3 Calculate the Premium by multiplying the Proposed Contract Price (B3) by the Rate (E1) and dividing it by the Factor (E2).</p>														
F. Other Insurance Premiums														
<p>1 For each of the Insurance Lines of Coverage identified below, identify the Rate, Base and Factor. Calculate the Premium by multiplying the Base x Rate x Factor. Total the Other Insurance Premiums in the space provided and carry that amount to the front page.</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width:30%;">Line of Coverage</th> <th style="width:10%;">Rate</th> <th style="width:10%;">Base</th> <th style="width:10%;">Factor</th> <th style="width:10%;">Premium</th> <th style="width:10%;">Total Premium</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Line of Coverage	Rate	Base	Factor	Premium	Total Premium						
Line of Coverage	Rate	Base	Factor	Premium	Total Premium									
G. Totals														
<p>1 Calculate the Total of all Insurance Premium by adding Workers Compensation (C14), General Liability (D5), Excess/Umbrella Liability (D9), Builder's Risk/Installation Floater (E3), and Other Insurance Premiums (F1). 2 Identify the Overhead & Profit Percentage that was applied to this project during the tabulation of the Proposed Contract Price. 3 Calculate the Overhead & Profit Amount by Multiplying the Total of all Insurance Costs (G1) by the Overhead & Profit Percentage (G2). 4 Calculate the Total Initial Insurance Cost by adding the Overhead & Profit Amount (G3) with the Total of all Insurance Premium (G1) 5 Calculate your rate by Dividing the Total Initial Insurance Cost (G4) by the Estimated Payroll (C3) and multiplying by 100.</p>														
H. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.														
<p>Note: Please provide copies of the following documents as part of your submittal:</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Schedule of Values</td> <td><input type="checkbox"/> General Liability declaration and rate pages</td> </tr> <tr> <td><input type="checkbox"/> Workers Compensation declaration and rate pages</td> <td><input type="checkbox"/> Umbrella/Excess Liability declaration and rate pages</td> </tr> <tr> <td><input type="checkbox"/> Experience Modification worksheet</td> <td><input type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000</td> </tr> </table>			<input type="checkbox"/> Schedule of Values	<input type="checkbox"/> General Liability declaration and rate pages	<input type="checkbox"/> Workers Compensation declaration and rate pages	<input type="checkbox"/> Umbrella/Excess Liability declaration and rate pages	<input type="checkbox"/> Experience Modification worksheet	<input type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000						
<input type="checkbox"/> Schedule of Values	<input type="checkbox"/> General Liability declaration and rate pages													
<input type="checkbox"/> Workers Compensation declaration and rate pages	<input type="checkbox"/> Umbrella/Excess Liability declaration and rate pages													
<input type="checkbox"/> Experience Modification worksheet	<input type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000													

EXHIBIT B

INDEMNITIES AND INSURANCE

EXHIBIT B

Indemnities and Insurance

1.1 Indemnities.

1.1.1 To the fullest extent permitted by law, Contractor shall indemnify, defend (at Owner's request and through counsel reasonably acceptable to Owner) and hold harmless Owner from and against all claims, demands, causes of action, damages, liabilities, losses and expenses, including attorneys' and consultants' fees and expenses (collectively, "Claims"), arising out of or resulting from performance of Work, provided such Claims are attributable to bodily injury, sickness or death, or injury to or destruction of tangible property, or infringement of any patents, copyrights, trademarks, trade secrets or other intellectual property right; provided that such Claims are caused in whole or in part by the active or passive negligence or willful misconduct of Construction Manager, contractors, and subcontractors. With respect to Claims made after the expiration of the Completed Operations coverage of the Project Commercial General Liability Insurance procured by Owner at its expense under Paragraph 1.3.2(b), the foregoing indemnity shall apply only to the extent of the active negligence or willful misconduct of the Contractors, and/or subcontractors.

1.1.2 The foregoing indemnity shall apply regardless of whether such claim, demand, cause of action, damage, liability, loss or expense is caused in part by the active or passive negligence of an Indemnity, and regardless of whether liability without fault is imposed or sought to be imposed on an Indemnity, but shall not extend to claims, demands, causes of action, damages, liabilities, losses or expenses to the extent they result from the sole negligence or willful misconduct of such Indemnity. Nothing herein shall be deemed to abridge the rights, if any, of Owner or Contractor to seek contribution from other parties where appropriate.

1.1.3 With respect to claims against any person or entity indemnified under Paragraph 1.1.1 by an employee of the Contractor, or subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation under Paragraph 1.1.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

1.1.4 Neither Contractor nor subcontractor, of any tier, shall place or release, or cause to be placed or released, any Hazardous Materials in, on or under the Project Site, or into any adjacent or nearby watercourse, body of water or wetlands, except in strict compliance with all applicable Laws and Permits. Contractor shall be responsible for any Hazardous Materials deposited, released or disposed of in, on or under the Project Site or into any adjacent or nearby watercourse, body of water or wetlands on or after the date of the Notice to Proceed by any of the foregoing persons (excluding Indemnitees) only, including if necessary any cleanup or remediation activities, and shall indemnify and hold harmless the Indemnitees from and against any claims, liabilities (including under CERCLA), damages, losses and expenses (including reasonably and actually incurred

EXHIBIT B

attorneys' fees) arising out of or resulting from the deposit, release or disposal of any Hazardous Materials in, on or under the Project Site or into any adjacent or nearby watercourse, body of water or wetlands on or after the date of the Notice to Proceed by any of the foregoing persons (excluding Indemnitees) only, except to the extent caused by negligence or willful misconduct on the part of the applicable Indemnity.

1.1.5 Owner shall indemnify, defend and hold harmless Contractor, and subcontractors, and their officers, directors, employees and agents, from and against any claims, liabilities, damages, losses and expenses (including reasonably and actually incurred attorneys' fees) resulting from such indemnified party's being deemed an owner or operator of the Project Site, or a generator, storer or treater of Hazardous Materials existing at the Project Site as of the date of the Notice to Proceed, for purposes of any Laws and Permits relating to Hazardous Materials or any investigatory or remedial actions by any government authorities having jurisdiction over the Project or the Project Site; provided, however that this indemnity shall not apply to the extent of the actual negligence or willful misconduct of an indemnified party. Without limitation, such indemnity shall include any liability of the indemnified parties under the Comprehensive Environmental Response Compensation and Liability Act (including the SARA amendments thereto), and any liability of the indemnified parties resulting from actions by any state or local agency.

1.1.6 If any claim of Lien, stop notice, equitable lien or any other demand for payment or security, including claims or demand upon surety bonds for any of the Work, is made or filed with Owner, Owner's property or the Project by any person claiming that Contractor, subcontractor, or any other person claiming under any of them (other than Owner) has failed to perform its contractual obligations or to make payment for any obligation incurred for or in connection with the Work, then Owner shall have the right to retain from any payment then due or thereafter to become due Contractor or to be reimbursed by Contractor an amount sufficient to (i) satisfy, discharge and defend against any such claim or lien, stop notice or other demand, unless Contractor files surety bonds fully releasing the Owner and Owner's property from such claim or lien under applicable law, in which case Owner shall not make any such retention; (ii) remedy any such nonpayment, nonperformance; and (iii) compensate the Owner for and indemnify it against any and all claim, liability, damage, loss, and expense (including reasonably and actually incurred attorneys' and consultants' fees) sustained or incurred in connection therewith.

1.2 Insurance Provided by Contractor

1.2.1 Contractor shall provide, pay for and maintain (and as appropriate, shall require contractors and subcontractors of all tiers to provide, pay for and maintain) insurance of the type and in the limits as set forth below. Contractor shall maintain such insurance from the commencement of Work on the Project Site until Final Acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor or the applicable subcontractor.

EXHIBIT B

1.2.2 Automobile Liability insurance covering all owned, non-owned, and hired vehicles used by Contractor or the applicable contractor or subcontractor for all operations both on and off the Project Site, with a minimum limit of \$2,000,000 combined single limit per accident for Bodily Injury and Property Damage. The policy shall include a waiver of subrogation with respect the Administration. Loading and unloading of any motor vehicle must be covered by endorsement to the automobile liability policy or policies.

Pollution liability coverage at least as broad as that provided under the ISO pollution liability - broadened coverage for covered autos endorsement (CA 99-48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

1.2.3 Workers' Compensation insurance for statutory benefits limits of the applicable Labor Code(s) and Workers' Compensation law(s) and Coverage B - Employer's Liability with minimum limits of \$500,000. each accident for Bodily Injury by accident, \$500,000 each employee for Bodily Injury by disease, and \$500,000 policy limit for Bodily Injury by disease. Such insurance shall be endorsed to include Longshore and Harbor Workers' Compensation Act Coverage and Jones Act Coverage if applicable, and shall cover all operations of Contractor or the applicable subcontractor except those insured under the OCIP as described in Paragraph 1.3.2. Such insurance shall be endorsed to include Other States Coverage and to include a Waiver of Our Right to Recover from Others Endorsement in favor of the Indemnitees.

(a) If Contractor or the applicable subcontractor is a qualified Workers' Compensation self-insurer, prior to its commencement of Work at the Project Site Contractor shall submit to Owner a copy of such employer's current Certificate of Permission to Self-Insure.

(b) Contractor shall include, and shall require each of its subcontractors to include, the following provision in all subcontracts let by such party for performance of Work when the party performing Work under such subcontract is a qualified, approved self-insurer of Workers' Compensation:

"The subcontractor waives any right of recovery the subcontractor may have or acquire against the Indemnitees, Contractor or subcontractors of all tiers by reason of the subcontractor's having paid Workers' Compensation benefits as a self-insurer."

1.2.4 Commercial General Liability insurance covering all operations of Contractor or the applicable subcontractor except those insured under the OCIP as described in Paragraph 1.3.2. Such insurance shall be written on an occurrence form; coverage cannot be provided under a "Claims-Made" or "Modified Occurrence" policy without the prior, express written consent of Owner. Such insurance shall be no less comprehensive and no more restrictive than the coverage provided by the standard Insurance Services Office (ISO) form CG 00 01 10 93; shall include by its terms or

EXHIBIT B

appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Products and Completed Operations coverages; shall include Products Liability coverage for any products manufactured, assembled, or otherwise worked upon away from the Project Site; and shall include coverage for "x" (explosion), "c" (collapse), or "u" (underground) exposures. Such insurance shall have the following minimum limits:

(a) For the Contractor:

\$2,000,000 Each Occurrence;
\$2,000,000 General Aggregate; and
\$2,000,000 Products/Completed Operations Aggregate

(b) For all subcontractors:

\$2,000,000 Each Occurrence;
\$2,000,000 General Aggregate; and
\$2,000,000 Products/Completed Operations Aggregate

1.2.5. Professional Liability insurance if Contractor or applicable subcontractors will perform or retain others to perform professional services in connection with the Work, including engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services, with a minimum limit of \$2,000,000 per wrongful act, error, or omission, and a minimum annual aggregate limit of \$4,000,000.

1.2.6. Umbrella Liability: Provide an occurrence "umbrella" form of excess liability insurance containing coverage less restrictive than that required in the underlying policies specified above. The required primary insurance shall be listed as underlying coverage in the first layer umbrella policy. The umbrella policies shall contain a minimum occurrence and aggregate limit of \$5,000,000.

The insurance coverages specified in Paragraphs 1.2.2, 1.2.3, 1.2.4, and may be arranged under single policies for the full limits required or by a combination of underlying policies with the balance provided by Umbrella Liability insurance 1.2.6. The Umbrella Liability insurance shall provide coverage following the form of and as broad as that of the underlying primary policies.

1.2.7 The Indemnitees defined in Article 1.1.1 shall be included as Additional Insureds under the insurance policies in 1.2.2, 1.2.4, 1.2.5 and 1.2.6. Coverage afforded the Additional Insureds under these policies shall be primary insurance. If the Additional Insureds have other insurance, which is applicable to the loss, such other insurance shall be on an excess and/or contingent basis.

1.3 Insurance Provided by Owner.

Prior to issuance of the Notice to Proceed under this Agreement, and except as

EXHIBIT B

otherwise specified within this Agreement, Owner shall, at its sole expense, secure and thereafter maintain insurance of the type and in the limits set forth below. To the extent that Contractor or subcontractors, or the property of such persons, are covered by such insurance, (i) Contractor shall comply and shall require its subcontractors to comply with the terms set forth in this Paragraph 1.3 and with the most current version of the OCIP Project Insurance Manual issued and maintained by Owner, and (ii) Contractor shall exclude, and shall require its subcontractors to exclude, cost of maintaining any duplicative insurance coverage in the Cost of Work.

1.3.1 Owner shall purchase and continuously maintain until Final Acceptance or termination of this Agreement, whichever occurs first, Builder's Risk insurance naming as insureds Owner, Contractor, and subcontractors performing construction Work at the Project Site. Such insurance shall cover all equipment, machinery, supplies, and other property intended to be permanently incorporated in the Project, for which title or risk of loss shall have passed at the time of loss to an insured. Coverage shall apply to such property while it is located at the Project

Site or located at temporary off-site storage or staging areas approved by Owner, or while in land-based transit to the Project Site within the continental United States. Coverage shall be written on an "All Risk" form, including but not limited to, fire, lightning, windstorm, hail, riot, riot attending a strike, civil commotion, aircraft, vehicle, smoke, explosion, vandalism, malicious mischief, damage to glass, theft, flood and earthquake (including sinkhole) coverages, subject to normal industry policy provisions. Such insurance shall include coverage for expenses due to delays in completion as a result of the insured perils, subject to a thirty (30) day deductible. Limits under this insurance shall not be less than 100% of the replacement value of the Project for physical damage to property and related expenses, provided that sublimits shall be established for losses due to earthquake (including sinkhole) and for losses due to flood, which earthquake and flood sublimits shall be no less than the minimum sublimits for such losses established pursuant to Owner's agreements with Lenders.

NOTE: The Contractor or its subcontractor shall be responsible to pay a deductible as specified in Exhibit D. This deductible shall not be included under the GMP.

Exclusions from such insurance may include, but are not limited to, the following: (1) loss resulting from mysterious disappearance or caused by any wrongful removal of any property of a named insured or any additional insured by the employee(s) of such named insured or additional insured, (2) loss or damage to any automobiles, (3) loss or damage to contractor's or any insured subcontractor's owned, leased or rented property or construction-type tools, equipment, machinery, or supplies used for construction but not intended to be permanently incorporated in the Project, and (4) loss or damage covered by a manufacturer's warranty or guarantee.

Loss, if any, under this insurance shall be adjusted with Owner, Lenders, and/or Trustees, with the cooperation of Contractor, and insurance proceed check(s) shall be made payable to Owner or its Lenders or Trustees. Amounts shall be disbursed to Contractor,

EXHIBIT B

contractors, or subcontractors through the Change Order procedures.

1.3.2 Owner shall maintain the Owner-Controlled Insurance Program (OCIP) insurance specified in Paragraphs 1.3.2(a), (b) and (c) below with Owner, Contractor, contractors and subcontractors of all tiers, and such other persons or interests as the Owner may designate as insured parties, with limits not less than those specified below for each coverage.

OCIP coverage shall not apply to vendors, suppliers, material dealers or other subcontractors who are solely engaged in the stocking, testing, transporting, picking up, delivering or carrying materials, parts, equipment or any other items or persons to or from the Project Site; to contractors or subcontractors who furnish material worked to a special design in accordance with the Drawings and Specifications but perform no operations at the Project Site, unless required by

Owner in writing; or to non-trade employees who are temporarily at the Project Site for meetings, deliveries or similar activities. OCIP coverage for any subcontractor requires a written determination of enrollment of the applicable

subcontractor by Owner; Owner may, in its sole discretion, and at any time prior to or during the performance of Work by an applicable contractor or subcontractor, elect to not enroll or to cease enrollment of any contractor or subcontractor of any tier.

(a) Workers' Compensation insurance for statutory benefits limits of the applicable Labor Code(s) and Workers' Compensation law(s), and Coverage B - Employer's Liability with minimum limits of \$1,000,000 each accident for Bodily Injury by accident, \$1,000,000 each employee for Bodily Injury by disease, and \$1,000,000 policy limit for Bodily Injury by disease. Such insurance shall be endorsed to include Longshore and Harbor Workers' Compensation Act Coverage and Jones Act Coverage if applicable. The policy shall be endorsed to include Other States Coverage, and a Waiver of Our Right to Recover from Others Endorsement in favor of Indemnitees.

Coverage will apply only to Work performed at the Project Site and to off-site activities directly related to Work performed at the Project Site. Coverage will not apply with respect to employees of contractors or subcontractors engaged in hauling activities from or to the Project Site, or to employees of independent truckers/haulers.

(b) Commercial General Liability insurance, written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by the standard Insurance Services Office (ISO) form CG 00 01 10 93. Such insurance shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Products and Completed Operations (for a minimum of three years following Substantial Completion), coverage shall include the perils of "x" (explosion), "c" (collapse) and "u" (underground) exposures. This coverage shall have a minimum limit of \$2,000,000 each occurrence, \$4,000,000 General Aggregate, and \$4,000,000 Products/Completed Operations

EXHIBIT B

Aggregate.

Coverage will apply only to Work performed at the Project Site. Such insurance will not include coverage for products liability to any insured party, subcontractor, vendor, supplier, material dealer or others for any product(s) manufactured, assembled or otherwise worked upon away from the Project Site.

(c) Umbrella Liability insurance. Insurance coverages following form with the coverage specified in Paragraphs 1.3.2(a) and 1.3.2(b) will be provided. The umbrella program limit \$25,000,000 per occurrence and \$25,000,000 annual aggregate.

(d) Railroad Protective Insurance written on an occurrence form CG00351093 for construction work performed on, over, or under a railroad right of way or within fifty (50) feet of railroad property. The coverage limits are \$5,000,000 per occurrence and \$10,000,00 aggregate.

(e) General Contractors Pollution on Legal Liability Insurance written on an occurrence form. Coverage for third Party BI/PD arising from pollution conditions on MTA's work site covers pollution events and cleanup costs. Coverage limits are \$5,000,000 occurrence and \$10,000,000 aggregate.

The coverages described in Paragraphs 1.3.2(a), (b) and (c) are set forth in full in their respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, or to alter or amend any provisions of the actual policies. In matters, if any, in which this description may conflict with such policies, the provisions of the policies shall govern.

1.3.3 Owner reserves the right to terminate or modify any coverages identified in Paragraphs 1.3.1 and 1.3.2 on sixty-(60) calendar days' written notice to Contractor, contractors, and subcontractors of all tiers. To the extent that any coverage identified in Paragraphs 1.3.1 and 1.3.2 is so terminated or modified, or if and when Owner determines to not enroll or cease enrollment of a subcontractor in any of such coverages, then Contractor shall obtain or amend, and shall require its affected subcontractors to obtain or amend, its own policies of insurance as required in Paragraph 1.2 to include coverage for all operations not included or no longer included in the coverage to be furnished under Paragraph 1.3. Owner will reimburse the actual cost of such alternative insurance, which was originally identified in the bid documents of the applicable subcontractor, as a Change Order with the GMP amended accordingly. Written evidence of such alternative insurance shall be provided to the Owner prior to the actual date of the termination or modification of Owner-furnished insurance coverage, or promptly after Owner's determination of non-enrollment of a subcontractor in any such coverage.

1.3.4 Deduction for Owner-Provided Insurance. The following procedures shall

EXHIBIT B

apply to OCIP coverage furnished by Owner under Paragraph 1.3.2.

1. Initial OCIP Deduction. In consideration of Owner providing the insurance coverages outlined in Paragraph 1.3, Owner and Contractor mutually agree that the contract price has been reduced by the Initial OCIP Deduction as stated in the relevant bid document. The Initial OCIP Deduction is based on the information provided by Contractor on the *Insurance Cost Worksheet* and is subject to the approval of the Owner.

2. OCIP Insurance Worksheets. Prior to any subcontractor commencing Work on-site, Contractor shall provide to MTA Insurance Cost Worksheets in the form set forth in "Exhibit A" of this Agreement ("Bid Worksheets") completed and signed by each subcontractor.

3. Change Orders. All change orders shall be submitted net of insurance. Each proposed Change Order in excess of \$500,000 should identify an OCIP Deduction for the Work described in the proposed Change Order. The proposed Change Order shall identify the estimated man-hours; estimated workers' compensation payroll and estimated OCIP Deduction included within the total Change Order amount.

At Owner's request, Contractor shall complete an *Insurance Cost Worksheet* and submit any other requested information for the Work specified in the Change Order. Owner, at its sole discretion, may amend the Initial OCIP Deduction to include the insurance costs specified in the Change Order and/or the *Insurance Cost Worksheet*.

4. Adjustments to the Initial OCIP Deduction. Owner and/or its representatives shall periodically review the appropriateness of each subcontractor OCIP Deduction. Owner may adjust the OCIP Deduction to reflect the subcontractor's actual insurance cost computed using audited payroll. Owner may withhold from Final Payment in amount adequate to cover the difference between the initial and audited OCIP deductions. If the initial OCIP Deduction is within 10% of the audited OCIP Deduction (as determined by reported and/or audited payroll), no change to the Final Payment will be issued.

1.4 Requirements for All Project Insurance.

Contractor shall cause the insurance to be obtained under Paragraph 1.2, and Owner shall cause the insurance it obtains under Paragraph 1.3, to satisfy the following provisions and requirements.

1.4.1 Owner and Contractor waive all rights against (i) each other and the subcontractors, agents and employees of each other, and (ii) subcontractors, agents and employees, for damages caused by fire or other peril to the extent covered by property insurance obtained by Owner pursuant to this Article 11 or by any other property insurance applicable to the Work, except such rights as each may have to proceeds of such insurance held by Owner as trustee. The insurance policies obtained by Owner pursuant to Paragraph 1.3 shall be endorsed to include a waiver of subrogation in favor of

EXHIBIT B

Indemnitees as well as Contractor and subcontractors, and the insurance policies obtained by Contractor, and subcontractors pursuant to Paragraph 1.2 shall be endorsed to include a waiver of subrogation in favor of Indemnitees; provided, however, that such a waiver of subrogation shall not be required with respect to policies for which all of the Indemnitees are named or additional insureds.

1.4.2 All insurance required by this Agreement shall be from insurance companies authorized to transact that class of insurance in the State of Maryland and having a minimum rating of (or equivalent to) A- VIII by A.M. Best & Company. The required certificates must be personally and manually signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required by this Agreement shall be provided to either party within a reasonable period of time upon written request.

1.4.3 All of the required insurance shall provide primary coverage with respect to the Work. Any other insurance maintained by Owner, Contractor, or subcontractor shall be in excess of this insurance and shall not contribute to it.

1.4.4 Thirty (30) calendar days' written notice shall be given to Owner and Contractor of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limit provisions.

1.4.5 Prior to commencing any Work at the Project Site, Contractor, and subcontractors of all tiers shall furnish Owner with a certificate(s) of insurance giving evidence of insurance required by Paragraph 1.2 and evidence of additional insurance endorsements required by Paragraphs 1.2.7 and 1.4.1.

Additionally, Contractor and its subcontractors shall furnish a certificate(s) of insurance or a policy binder(s) of insurance or a policy binder(s), evidencing replacement coverage, to Owner thirty (30) calendar days prior to expiration of any such policies, so that there shall be no interruption in Work due to lack of proof of insurance coverage required by this Agreement. Owner shall not be liable for any delays (or costs or damages resulting therefrom) resulting from Contractor's failure (or that of any subcontractor of any tier) to obtain the insurance required of it under Paragraph 1.2, or to deliver the required certificates of insurance to Owner.

Certificates of insurance shall provide for at least thirty- (30) days' prior written notice to Owner of cancellation (unless cancellation is for nonpayment of premium, in which case 10 days' notice will suffice) or materials alteration, and shall delete the words "endeavor to" from the obligation to notify the certificate holder (Owner) of such cancellation or modification. Upon request of Owner, Contractor shall provide (or require its subcontractors to provide) Owner with a certified copy of any policy of insurance required by Paragraph 1.2.

Vendors, suppliers, material dealers and others who merely transport, pick up, deliver or

EXHIBIT B

carry materials, parts or equipment or any other items or persons to or from the Project Site and those who furnish material worked to a special design but perform no operations at the Project Site shall not be required to furnish a certificate(s) or other evidence of insurance to Owner.

1.4.6 The insurance coverages and limits required under this Agreement are designed to meet the minimum requirements of Owner. They are not designed as a recommended insurance program for Contractor or subcontractors; and meeting these minimum requirements does not relieve such persons of their obligations under Paragraph 11.1.

1.4.7 The amounts and types of insurance shall conform to the minimum requirements set forth in this Appendix I, utilizing Insurance Services Office (ISO) policies and endorsements where applicable.

1.4.8 The acceptance of delivery of any certificates of insurance or certified insurance policies required to be purchased and maintained pursuant to this Agreement does not constitute approval or agreement by the recipient that the insurance requirements have been met or that those certificates of insurance or insurance policies are in compliance with this Agreement.


1.4.9 All of the insurance required by this Article 11 shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Certified copies of renewal policies or binders must be provided thirty (30) calendar days prior to expiration of current policies so that there shall be no interruption in Work due to lack of proof of insurance coverage as required in this Agreement.

1.4.10 Owner may elect at any time during the term of this Agreement to require Contractor to procure and maintain other or additional insurance. Notice of such election shall be given at least sixty (60) days prior to the effective date of the required modifications. Owner shall reimburse any additional costs incurred by these parties in securing insurance as a part of the Cost of the Work, and the GMP shall be revised by Change Order to be increased by the amount of such additional reimbursement.

EXHIBIT C

FORMS TO BE COMPLETED BY SUCCESSFUL
BIDDER ONLY

Enrollment Application
Notice of Subcontractor Award
Notice of Work Completion
Monthly Payroll Report

	ENROLLMENT APPLICATION Numbers reference attached instructions	MTA - OCIP Page 1 of 2		
Examine your current Workers' Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. *** NOTICE *** Enrollment is not automatic and requires the satisfactory completion of the Aon Form-1a or Form-1b, Form-2 and Form-3. In addition, submit a Certificate of Insurance providing evidence of your off-site coverage. Please refer to the Insurance Manual for coverage requirements. Use of this form is mandatory. Duplicate as required.				
A. Subcontractor Information: Federal ID No.: ¹ _____				
<input type="checkbox"/> Business Information (headquarters)		<input type="checkbox"/> Contact Information (address questions to.)		
Company Name & dba: ² _____	Contact Name & Title: ³ _____			
Address: _____				
Washington, DC Zip Code: _____				
Telephone: _____				
Fax: _____				
Email Address: _____				
Indicate your Organization's Structure: ⁴ <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> S-Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other: _____				
B. Subcontract Information: Subcontract No.: ¹ _____				
Description of Work: ² _____				
Subcontract Amount \$: ³ _____	Amount of Self Performed Work \$: ⁴ _____			
Are you a: ⁵ <input type="checkbox"/> Subcontractor If Subcontractor (any tier), ⁶ identify under contract with: _____ <input type="checkbox"/> Subcontractor (any tier)				
Start Date: ⁷ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Estimated	Completion Date: ⁸ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Estimated			
C. Workers' Compensation Insurance Information for Work Described Above: (attach a separate sheet if necessary)				
^a State	^b Class Code	^c Description	^e Man-hours	^f Payroll
1				
Totals			²	³
D. Provide your current Workers' Compensation Information:				
Anniversary Rating Date: ¹ _____	Experience Modification: ² _____	Bureau File Number: ³ _____		
Your WC Insurance Carrier: ⁴ _____				
Policy #: ⁵ _____	Effective Date: ⁶ _____	Expiration Date: ⁷ _____		
E. Contacts: (Complete if Applicable)				
Position	¹ Name & Title	² Phone	³ Fax	⁴ email address
Project				
Safety Rep.				
Contract				
Claims				
Payroll				
Provide Location of payroll records if different than Corporate address: ⁵				
Address: _____		Contact: _____		
Washington, DC Zip Code: _____		Phone: _____		

Form-3	ENROLLMENT APPLICATION Numbers reference attached instructions	MTA - OCIP Page 2 of 2		
F. Subcontract information: List all subcontractors that will be working for you on this project (complete the information in the following table). Use additional paper if necessary:				
1	2	3	4	5
Subcontractor	Subcontract Amount	Contact Person	Address & Email Address	Phone & Fax Number
G. Enrollment Questions: Answer each question. Use additional paper if necessary.				
1	Will you have any off-site location(s) 100% dedicated to this project? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, please provide address:			
<hr/>				
2	Please check if: <input checked="" type="radio"/> Any aircraft used on this project <input checked="" type="radio"/> Any watercraft used on this project			
3	Please indicate if labor from the following sources will be used: <input checked="" type="radio"/> Employee Leasing Firm <input checked="" type="radio"/> Temporary Labor Agency			
H. WARRANTY APPLICABLE TO PROGRAM INSURANCE COVERAGE				
1	Premiums for this Program are the responsibility of <i>Maryland Transit Administration</i> and I agree any and all return of premium, dividends, discounts, or other adjustments to any Program policy(ies) is assigned, transferred and set over absolutely to <i>Maryland Transit Administration</i> . This assignment applies to the Program policy(ies) as now written or as subsequently modified, rewritten or replaced. Rights of Cancellation for all Program insurance policy(ies) arranged by <i>Maryland Transit Administration</i> are assigned to <i>Maryland Transit Administration</i> .			
2	I will pay the cost of premium(s) for non-Program insurance coverage, specified in the Subcontract Documents.			
3	I authorized the release of all claim information for all insurance policies under this Program.			
4	It is my responsibility to notify my insurance carrier(s) that I am enrolling in this Program.			
5	I have omitted from my bid the insurance costs for the coverage provided by <i>Maryland Transit Administration</i> .			
6	The statements in this insurance application are true to the best of my knowledge.			
I. Signature Block:				
I verify the information presented above and attachments are correct:				
Name: _____ <small>(please print)</small>		Date: _____		
Title: _____		Signature: _____		

Mail or Fax to: Ed McDuffie
 Aon Risk Services, Inc. of DC
 1120 20th Street NW, Suite 600
 Washington, DC 20036-3406
 Or Email: ed_mcduffie@ars.aon.com

Fax # (202) 429-8530
 Phone # (202) 429-8513

Aon Form-3	ENROLLMENT APPLICATION INSTRUCTION	MTA - OCIP Page 1 of 1
<p>This form must be completed and submitted by each successful Subcontractor and Subcontractor of any tier prior to Site mobilization for each contract awarded. The Subcontractor will submit the completed form to Aon Risk Services. Upon receipt of this form, Aon will issue, to the Subcontractor, a Certificate of Insurance evidencing coverage in the Controlled Insurance Program. The completed Certificate of Insurance and workers compensation insurance policy will be mailed to the Enrolled party.</p>		
A. Subcontractor Information		
<p>1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.</p> <p>2 Enter your company's name, mailing address and phone/fax number for your company's headquarters in the space provided below.</p> <p>3 Enter the name of the person Aon should contact if questions arise. Include mailing address, phone/fax and email address in the space provided below.</p> <p>4 Identify your company's legal structure by checking the box that applies. If the correct legal structure is not specifically listed, please check the "Other" box and specify in the space provided.</p>		
B. Subcontractor Information		
<p>1 Enter the Subcontractor Number that was included in Maryland Transit Administration's originating documentation.</p> <p>2 Provide a brief description of the work you will be performing at the Constitution Center site.</p> <p>3 Identify the total amount of your Subcontract.</p> <p>4 Identify the percentage of work that you anticipate will be self-performed.</p> <p>5 Check the appropriate box that identifies if you contract directly with Maryland Transit Administration or are a Subcontractor.</p> <p>6 If you are a lower tier Subcontractor, identify the entity you are under Subcontract with.</p> <p>7 Enter the Date you anticipate starting work and then mark whether the date provided is actual or estimated</p> <p>8 Enter the Date you anticipate completing the described work and then mark whether the date provided is actual or estimated.</p>		
C. Workers' Compensation Insurance Information (Duplicate or attach additional sheets if necessary.):		
<p>1 A Enter the 2 digit abbreviation for the state in which the work will be performed.</p> <p>B Enter the 4 digit workers compensation class code that applies to the work identified in B2.</p> <p>C Enter the workers compensation class code description that applies to the work identified in C1c.</p> <p>D Enter the Workers' Compensation rate that applies to the class code.</p> <p>E Enter the estimated Man-hours required to complete the described work for each Worker's Compensation class code.</p> <p>G Enter the estimated Payroll required to complete the described work for each Worker's Compensation class code. Use only unburdened payroll and exclude the premium portions of any over-time pay.</p> <p>2 Total all estimated Man-hours for each class code. Be sure to include information from additional pages if used.</p> <p>3 Total all estimated Payroll for each class code. Be sure to include information from additional pages if used.</p>		
D. Current Worker's Compensation Information (This information relates to your corporate or existing coverage)		
<p>1 Provide your Company's Anniversary Rating Date. Information can be located on your bureau's WC Experience Modification worksheets.</p> <p>2 Enter your current WC Experience Modification Factor.</p> <p>3 Enter your Bureau File Number also referred to as your Risk Identification Number. This number can also be found on your Modification worksheets.</p> <p>4 Identify your insurance carrier for Workers' Compensation Coverage.</p> <p>5 Provide your Worker's Compensation Policy Number.</p> <p>6 Provide the effective date of your Worker's Compensation policy.</p> <p>7 Provide the expiration date of your Worker's Compensation policy.</p>		
E. Contacts (Requested Contact information is for specific functions. It is possible to have a single person fulfill multiple responsibilities)		
<p>1 Identify the name of the person and their title for each function. These individuals should be located, if at all possible, on-site.</p> <p>2 Provide the phone number for each person identified above.</p> <p>3 Provide the fax number for each person identified above.</p> <p>4 Provide the email address for each person identified above, if applicable.</p> <p>5 Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Telephone, Fax Number and Email Address of the person responsible for maintaining the payroll information.</p>		
F. Subcontractor Information (Provide the following information for each lower tier Subcontractor that will be performing work at the Constitution Center site.)		
<p>1 Identify the name of the Subcontracting firm</p> <p>2 Provide the estimated value of the subcontracted activity.</p> <p>3 Provide a contact name, preferably the project manager, for the subcontractor.</p> <p>4 Provide the mailing address for the Subcontractor.</p> <p>5 Provide the phone number for the Subcontractor.</p>		
G. Enrollment Questions		
<p>1 Determine if you will have any locations, off-site, that will be 100% dedicated to this project. Mark the appropriate box (yes/no). If you answer yes – provide the address of each location you identified as 100% dedicated.</p> <p>2 Mark the box or boxes that apply. Contemplate only work performed under this contract.</p> <p>3 Mark the box or boxes that apply. Employee Leasing Firms are those firms that supply the entire labor force for your company.</p>		
H. Warranty Statements:		
<p>1 Read each Warranty statement thoroughly. If you have questions regarding any of these statements, contact Aon.</p>		
I. Signature Block: This form must be signed by a representative of your company knowledgeable of its accuracy.		
<p>Forward the completed Enrollment Application to the Aon administrator identified at the bottom of page of the form. This form must be received by the administrator prior to the start of your work.</p>		

NOTICE OF SUBCONTRACTOR AWARD

This form is to be completed every time you enter into a subcontract and submitted to Aon Risk Services, Inc. of MD at the address shown

Aon Risk Services, Inc. of MD
Attn: Chuck Burn
500 E. Pratt Street, 7th Floor
Baltimore, MD 21202

Phone: 410.547.2882
Fax: 847.953.0919

PROJECT NAME

BID PACKAGE NAME: _____

BID PACKAGE NUMBER: _____

AWARDING CONTRACTOR: _____

We have awarded a subcontract as follows:

Type of Work: _____

AWARDED TO: _____

Address: _____

City, State, Zip: _____

Federal ID#: _____

Insurance Contact: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Date of Subcontract: _____

Estimated Contract Amount: _____

Probable Starting Date: _____

Probable Completion Date: _____


Authorized Signature Title Date

This form must be submitted each time a new subcontract is awarded. This includes subcontractors who are working on existing projects and are already enrolled in the OCIP program.

AON Form-4	On-Site Payroll Report - Form 4 <small>Numbers reference attached instructions</small>	MTA OCIP	Page 1 of 2		
Complete a Separate Form for Each Subcontract with Maryland Transit Administration. Your report is due not later than the 10 th day of each month. Delay in providing this report may result in payments being withheld.					
A. REPORT IDENTIFICATION					
Period Beginning: ¹ _____		Period Ending: ² _____	Year: ³ _____		
Subcontractor: ⁴ _____					
Under Contract with: ⁵ _____					
Contract #: ⁶ _____					
B. ACTIVITY REPORT					
State ^a	workers' compensation Class Code ^b	Work Description ^c	Man-Hours ^d	Gross Payroll ^e	Reportable Payroll* ^f
TOTALS:			² _____	³ _____	⁴ _____
<small>* Do not include premium (excess) overtime wages, use straight time wage rates only. You must also comply with all rules set forth by the Workers Compensation Bureau in the state in which the work is performed.</small>					
C. ADDITIONAL DATA REQUIREMENTS :					
1. _____					
2. _____					
3. _____					
D. Signature Block : I verify the information presented above and attachments are correct:					
Name: _____		Date: _____			
<small>(please print)</small>					
Title: _____		Signature: _____			
<small>☐ CHECK IF THIS IS YOUR LAST PAYROLL REPORT. COMPLETE AN AON FORM-5 "NOTICE OF WORK COMPLETION" AND INCLUDE WITH THIS PAYROLL REPORT.</small>					
<small>Note: Information can be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.</small>					

Mail or Fax to: Ed McDuffie
Aon Risk Services, Inc. of DC
1120 20th Street NW, Suite 600
Washington, DC 20036-3406
Or Email: ed_mcduffie@ars.aon.com

Fax # (202) 429-8530
Phone # (202) 429-8513

 Form-4	On-Site Payroll Report - Form 4 INSTRUCTIONS	MTA OCIP Page 2 of 2
<p>The Subcontractor and every Subcontractor of any tier performing work at the Project Site for each Subcontract awarded must complete this form each month. The Subcontractor must attach the completed report to their monthly pay request in order to receive interim payment. Subcontractors will be responsible for the submission of this form by their lower tier Subcontractors. Aon Risk Services can forward a supply of these forms to your company upon request.</p>		
<p>A. Report Identification</p> <ol style="list-style-type: none"> 1 Fill in the month and day for the beginning of the period you are reporting on. 2 Fill in the month and day for the ending of the period you are reporting on. 3 Fill in the year that applies to the reporting period. 4 Enter the name of your firm. 5 If you are a lower tier Subcontractor, identify the name of the firm you are contracted with. If you are a Subcontractor enter N/A 6 Provide your Subcontract Number 		
<p>B. Activity Report</p> <ol style="list-style-type: none"> 1 For each workers' compensation Class Code that applies to work performed during the reporting period, provide the following information: <ol style="list-style-type: none"> a Identify the state in which the work was performed. b Identify the workers' compensation Class Code that applies to the work performed during the period. (Most states use a four digit No.) c Provide a brief description of the work by class code. d Identify the number of Man-hours worked by your employees for each applicable class code. e Provide the Gross Payroll paid to your employees. This should include overtime pay and vacation pay. f Determine the Reportable Payroll. Reportable Payroll does not include the premium portion of any overtime pay (i.e. 45 hours X \$10.00/hr = 450.00 <i>do not include the premium overtime pay of \$5.00 for the 5 hours of overtime</i>) 2 Total the Man-hours provided on the payroll report. 3 Total the Gross Payroll provided. 4 Total the Reportable Payroll. 		
<p>c. Additional Data Requirements: If questions are listed in this section of the form, they are unique to this project. Please refer to the Insurance Manual.</p>		
<p>d. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.</p>		
<p>Note: Information can be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.</p>		

AON Form-5	NOTICE OF WORK COMPLETION <small>Numbers reference attached instructions</small>	MTA OCIP <small>Page 1 of 1</small>																								
<p>Contractor Name: <u>1</u></p> <p>Contract #: <u>2</u></p> <p>Description of Work Performed: <u>3</u></p> <p>Date Work Completed: <u>4</u></p> <p>Date this Subcontract Completed: <u>5</u></p> <p>The following lower tier Subcontractors have completed their Work at the Project site: <i>(Add attachment if more space is needed)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">a Subcontractor's Name</th> <th style="width: 20%;">b Contract Number</th> <th style="width: 30%;">c Description of Work</th> <th style="width: 20%;">d Date Completed</th> </tr> </thead> <tbody> <tr> <td><u>6</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>Location of your payroll records <i>(Receipt of this form will initiate the payroll audit process):</i></p> <p>Address: <u>7</u></p> <p>State, City Zip Code: _____</p> <p>Contact/Phone #: _____</p> <p>The undersigned acknowledges request for termination of coverage under the OCIP as of the date indicated above for the specified Contract. Should we return to the work Site, we will be working under our own insurance program and must provide MTA with a Certificate of Insurance showing our own coverage as detailed in our contract.</p> <p>Signed by: <u>8</u> Title _____ Date _____</p> <p>Approved by: <u>9</u> DAVIS Project Manager Date _____</p>			a Subcontractor's Name	b Contract Number	c Description of Work	d Date Completed	<u>6</u>																			
a Subcontractor's Name	b Contract Number	c Description of Work	d Date Completed																							
<u>6</u>																										

Mail or Fax to: Ed McDuffie
Aon Risk Services, Inc. of DC
1120 20th Street NW, Suite 600
Washington, DC 20036-3406
Or Email: ed_mcduffie@ars.aon.com

Fax # (202) 429-8530
Phone # (202) 429-8513

Adn Form-5	NOTICE OF WORK COMPLETION <small>INSTRUCTION</small>	MTA OCIP Page 1 of 1
<ul style="list-style-type: none">▪ This form will be completed and returned to the OCIP Administrator by the Contractor whenever work is completed for each Subcontract. This form will initiate the final payroll audit process for the Contractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.		
<ul style="list-style-type: none">¹ <ul style="list-style-type: none">▪ Provide the name of the Contractor completing their work.² <ul style="list-style-type: none">▪ Enter the Subcontract number for the work being completed.³ <ul style="list-style-type: none">▪ Provide a brief description of the work being completed.⁴ <ul style="list-style-type: none">▪ Provide the Date the Work was completed.⁵ <ul style="list-style-type: none">▪ Provide the Date the Subcontract was completed, if other than the work completion date.^{6a} <ul style="list-style-type: none">▪ Enter the name of each Subcontractor that performed work for you that has completed their work.^b <ul style="list-style-type: none">▪ Enter their Subcontract Number.^c <ul style="list-style-type: none">▪ Provide a brief description of their work.^d <ul style="list-style-type: none">▪ Provide the Date they completed their work.⁷ <ul style="list-style-type: none">▪ Identify the physical location of where your payroll records are retained. Provide the Address, State, City, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information.⁸ <ul style="list-style-type: none">▪ This form must be signed by a representative of your company with the authority to Verify the information is correct.⁹ <ul style="list-style-type: none">▪ Have this form approved by the Project Manager for the Project site.		

EXHIBIT D

SCHEDULE OF DEDUCTIBLES

CATEGORY	CLASSIFICATION	DEDUCTIBLE
Buildings	Fire Resistive/Non-Combustible 2 stories or less	\$10,000
	3 Greater than 3 stories	\$10,000
	Joisted Masonry	\$10,000
	Renovations - Non Structural - Structural	\$10,000 \$10,000
	Frame - New or Renovation	Refer
Bridges	Over Land Except	\$10,000
	Truss / Arch / Box Girder	\$25,000
	Over Water Except	\$25,000
	Truss / Arch / Box Girder	\$25,000
	Suspension, Cable Stayed & Movable Spans	Refer
Tunnels	Cut & Cover	\$25,000
	Hard Rock	\$100,000
	Soft Bore	\$250,000
Stations (Non-Building Work)	At Grade	\$10,000
	Elevated	\$10,000
	Below Grade	\$10,000
Infrastructure	Railwork / Roadbed / Crossings / Signalization / Electrification / Paving / Utility Relocations & Miscellaneous Work	\$10,000
Flood	Within 100-Year Flood Plain	\$250,000
	All other Flood	\$25,000 or Per Classification (Which- ever is higher)
Earthquake	All Earthquake	\$25,000 or Per Classification (Which- ever is higher)
Delay in Completion	Bridges & Tunnels	1 - Day for Each Month of Construction Term (Minimum 15 Days)
	All other Categories	10 - Days
Rolling Stock Overhaul	Passenger Cars	\$10,000
	Passenger Cars in Transit / Rail Testing	\$100,000

END OF SECTION

**ATTACHMENT 25 – MTA CONTRACTOR SAFETY AND HEALTH PLAN
GUIDELINES**

MTA Contractor Safety and Health Plan Guidelines

i



MARYLAND TRANSIT ADMINISTRATION

**CONTRACTOR SAFETY & HEALTH
PLAN GUIDELINES**

2011

MTA PROJECT SPECIFIC
CONTRACTOR SAFETY & HEALTH PLAN GUIDELINES

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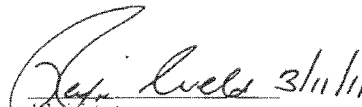
**MARYLAND TRANSIT ADMINISTRATION
POLICY STATEMENT**

**ADMINISTRATOR'S POLICY STATEMENT ON CONSTRUCTION AND
SYSTEM SAFETY PROGRAM PLAN**

The Maryland Transit Administration (MTA) was organized to provide safe, reliable and effective service to all users. Safety is a primary concern that affects all levels of MTA activities, including planning, design, construction, testing, and operations and maintenance of all MTA transportation systems. Therefore, all MTA personnel and appropriate contractors are charged with the responsibility of ensuring the safety of passengers, employees, property and the general public which come in contact with the MTA system.

The Office of Safety, Quality Assurance and Risk Management (OSQARM) is empowered and authorized to develop, implement and administer a comprehensive, integrated and coordinated System Safety Program, including a specific plan to identify, prevent, control and resolve unsafe conditions during design, construction, testing, and operations and maintenance of MTA transportation systems.

Accordingly, the Office of Safety, Quality Assurance and Risk Management is empowered to order the cessation of unsafe activities or operations which are evaluated as presenting an immediate and serious hazard within the system and to conduct unannounced inspections aimed at identifying and eliminating unsafe practices, operations and/or conditions not corrected by immediate management/supervision.


Administrator


Deputy CAO & Chief Engineer


Chief Safety Officer, OSQARM

2. DEFINITIONS

MTA- Maryland Transit Administration	- The body charged with the expansion and renovation of the Transit System.
Contract	- The written agreement by and between the <i>MTA</i> and a Contractor.
Contractor	- Any individual, firm, or corporation undertaking maintenance, construction, or other services under Contract with the <i>MTA</i> .
Contractor's Safety Engineer	- A full time safety professional employed by the Contractor to manage the Contractor's safety efforts.
Contractor's Safety Supervisor	- A Contractor's employee separate from the superintendent hired to perform various tasks, including safety and other related duties, such as traffic control, utility coordination, etc.
Contractor Safety & Health Plan Guidelines	- The safety and loss prevention program established by the <i>MTA</i> to control the hazards and risks associated with the contracted projects.
Employer	- Any individual, firm, or corporation, except the <i>MTA</i> who provides direct manual and non-manual labor or service personnel at or emanating from the Site either by written or verbal Contract.
Insured's	- The Authority, Consultants, Contractors, Architects, Engineers, Subcontractors, and any other party named as insured's on the Certificates of Insurance signed by a duly authorized representatives of the Insurance Carriers.

OCIP

- The Owner-Controlled Insurance Program under which Worker's Compensation, Employer's Liability, Commercial General Liability, and Excess/Umbrella Liability insurance's are procured and paid for by the *MTA* for all Contractors and all tiers of Subcontractors providing direct manual or non-manual labor or service personnel at or emanating from the Project.

Resident Engineer

- Authorized representative of the *MTA* to supervise administration of a contract

Safety Committee

- A committee designated by *MTA* responsible for the coordination, direction, and management of the Contractor Safety & Health Plan.

3. PLAN ADMINISTRATION:

Purpose: These Contractor Safety & Health Plan Guidelines have been prepared to ensure the health and safety of all contractor employees by providing a consistent program for all contractors to follow and abide. The Contractor Safety & Health Plan Guidelines cannot possibly address all conditions that may arise; therefore, this plan establishes the minimum requirements and is not a complete working guide. These Contractor Safety & Health Plan Guidelines address both safety and health service issues.

The Contractor Project Specific Safety & Health Plan has been established to promote safety and to prevent, limit, reduce, and control hazards and risks associated with Maryland Transit Administration Project. The Contractor Project Specific Safety & Health Plan goals are to:

- Prevent personal injuries and property damage
- Achieve greater efficiency
- Reduce direct and indirect costs

The effectiveness of the Owner-Controlled Insurance Program will depend upon the active participation and sincere cooperation of the Contractor's supervisors and employees, and the coordination of their efforts in carrying out the following responsibilities:

1. Plan all work to eliminate bodily injury, property damage and loss of productive time.
2. Comply with Federal, State and Local laws, ordinances, industry standards and the requirements established in the Contractor Safety & Health Plan Guidelines.
3. Maintain a system of prompt detection and correction of unsafe practices and conditions.
4. Establish and conduct an educational program to stimulate and maintain interest and cooperation of employees. The education program shall include safety meetings and training programs, the use of personal protective equipment and mechanical guards, and prompt notification and investigation of all accidents or claims to attempt to determine the causes and take reasonable corrective action when possible.

4. GENERAL REQUIREMENTS

A. *Contractors: (construction only)*

OSHA Standards (29 CFR part 1926)

The Contractor shall provide two (2) copies of the most recent OSHA Standards for the Construction Industry (29 CFR Part 1926). One (1) copy shall be given to the MTA RE and remain the property of the MTA. One (1) copy shall be retained in the Contractor's Field Office.

1. *Compliance with Contractor Safety & Health Plan:*

Contractor's personnel who fail to comply with the site safety requirements shall not be considered qualified to perform services or work at the *MTA* Project. Such personnel denied site access for noncompliance with the site safety requirements, at the Resident Engineer's, or at his representative's request, shall not be granted site access for other services or work. Contractors who fail to control personnel actions regarding safety shall have their contract terminated. Contractors working at the *MTA* Project shall comply with, but not be limited to, the Occupational Safety and Health Act (OSHA),

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Department of Transportation (DOT), Federal Railroad Administration, Federal Transit Administration (FTA) *MTA's* Safety Rules, Procedures, and site safety requirements. The Resident Engineer or his representative shall determine the Contractor's compliance with the site safety requirements.

2. Contractor Policy:

Each Contractor shall comply with all safety, fire, security policies, procedures, and safe work practices, as well as any other appropriate safety procedures specified in the contract. These combined safety requirements constitute the minimum safety performance required from each Contractor; all subcontractors must adhere to the General Contractor's Project Specific Safety & Health Plan. The Contractor cannot delegate the safety responsibility to the subcontractors, suppliers or other persons. The Office of Safety, Quality Assurance and Risk Management (OSQARM) and *MTA* Construction Division Safety will have final authority regarding contractor safety compliance.

3. Contractor Project Specific Safety & Health Plan:

Each Contractor shall have a written Project Specific Safety & Health Plan, in accordance with the contract, which addresses the service or work to be performed under the contract. The plan will provide the details commensurate with the services or work to be performed. Within five calendar (5) days after issuance of NITA (Notice of Intent to Award) for the Contract the Contractor shall submit, at a minimum, a written "General Safety & Health Plan" to the Administration. Within five calendar (5) after the NTP (Notice To Proceed) the contractor must then submit a complete "Project Specific Safety & Health Plan" for approval. *MTA* Construction Division Safety will review and comment on the Contractor's "Project Specific Safety & Health Plan". The Office of Safety, Quality Assurance and Risk Management will review, comment and approve the Contractor's "Project Specific Safety & Health Plan" With regards to the approval of the Contractor Project Specific Safety & Health Plan; work shall proceed as determined by the Administration. The Administration retains the right to prohibit the start of work until the Contractor's "Project Specific Safety & Health Plan" is approved by the Office of Safety Quality Assurance Risk Management. *A delay in submitting the Contractor Project Specific Safety & Health Plan will not constitute grounds for contract schedule extension or delay claim.*

The plan shall fully describe the Contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees, the public, and generally contribute to and enhance safety at the project site. The Contractor Project Specific Safety & Health Plan must reference standards, codes, rules, and regulations applicable to construction activities in the state and local jurisdiction. The Contractor Project Specific Safety & Health Plan shall include, but not be limited to, provisions of the Contractor Safety & Health Plan Guidelines.

The plan shall define the duties and responsibilities of employees at all levels as they pertain to the execution of and compliance with the Contractor Project Specific Safety & Health Plan.

4. Alcohol and Substance Abuse Policy:

The use of drugs and alcohol and their effects produce a serious threat and **ARE NOT TOLERATED** on any *MTA* project. The Contractor and all sub-tier contractors shall be responsible for implementing and maintaining an effective Substance Abuse Policy as part of the Contractor Project Specific Safety & Health Plan. Any costs incurred in the adoption, implementation, or administration of the Contractor/Subcontractors Substance Abuse Policy shall be the responsibility of the Contractor/Subcontractor. The policy shall address pre-employment, periodic, for cause and post accident testing.

5. Designation of Safety Representatives:

Each Contractor shall designate a competent Engineer/Supervisor to implement their Project Specific Safety & Health Plan. This responsible individual's name and résumé will be given to the Resident Engineer for approval by the Office of Safety, Quality Assurance and Risk Management. This individual may be required to appear for a personal interview by the Office of Safety, Quality Assurance and Risk Management. When the nature of the contract warrants, *MTA* may request the Contractor to employ a full-time qualified Contractor Safety Engineer/Supervisor. This designated person is required to have training appropriate to the nature of the work performed.

6. Safety Orientation:

The Contractor shall establish a written safety orientation and training program to provide employees with information regarding:

- The Contractor Project Specific Safety & Health Plan;
- Applicable safety rules and regulations;
- The responsibility of each employee to formally acknowledge receipt of the safety rules and safety orientation and training prior to performing or being assigned duties on the project.

The safety orientation and training programs shall address the responsibilities of the hourly employees, supervisory employees and management employees. Example: Personal Protective Equipment one must use, how to report any unsafe condition, and hazards present in the assignment and general work area.

Copies of written documentation of safety orientation and training programs shall be provided to the Resident Engineer promptly after they are conducted (See Form 108, *Job Orientation Acknowledgement Form*).

All Contractor and subcontractor employees of any tier performing work on or near the right-of-way of any *MTA* Rail System shall successfully complete the appropriate railway training course prior to start of work. Contractors and subcontractor employees who have not successfully completed the training course shall be removed from the Project.

7. Accident Investigation, Reporting, and Recordkeeping:

The Contractor shall verbally notify the Resident Engineer within twenty (20) minutes of any safety incident. Events to be reported immediately by the Contractor to Resident Engineer are:

- Near misses and minor accidents with a potential of serious injury or death;
- Serious accidents or injuries;
- Fatalities.

The Contractor is responsible for the prompt reporting of all occupational injuries and illnesses incurred by any site personnel or in any way related to project work.

Upon notification of an accident, the Contractor shall immediately secure the scene, investigate the circumstances of the accident and complete the *Incident Investigation Report* (see Form 102) and *Witness Statement* (see Form 102A). The investigation should include obtaining physical and photographic evidence. Completed forms are to be submitted to the Resident Engineer within eight (8) hours. Forms are to include sufficient and thorough detail. In completing this report, the Contractor shall review the

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circumstances leading to the accident, review with the employee how the accident could have been prevented and the measures to be taken to prevent recurrence.

The Contractor shall cooperate with all resulting accident investigations and reporting. Additional documentation shall be submitted as required.

A. *Serious/Fatal Accident Investigation:*

Immediately, after a serious/fatal accident, an investigation team will begin a thorough investigation. The Resident Engineer, *MTA's* Construction Division Safety Officer and the Contractor's Safety Engineer/Supervisor will lead the investigation. It will be the responsibility of Resident Engineer and the Contractor to see that all documentation such as written statements, photographs, and drawings are maintained. A report of the investigation shall be made to the Office of Safety, Quality Assurance and Risk Management, the *MTA* Construction Management Division Safety, and the *MTA* Insurance Broker as soon as practical, but no later than 8:30 a.m. the following day.

B. *Near-Miss Incidents:*

All near-miss incidents shall be reported by using Form 102 *Incident Investigation Report* and Form 102A *Witness Statement*. Once completed these forms are to be forwarded to the Resident Engineer.

All near-miss incidents shall be investigated by the Contractor's Safety Engineer/Supervisor to ensure corrective and preventive measures are taken. This may involve working with and/or assigning responsibilities to other personnel. Near-miss incidents should also be reviewed by the Contractor during safety meetings so all employees are aware of the near-miss incidents, the potential for injury, and the actions necessary to prevent a recurrence.

C. *Return-to-Work:*

The Contractor and its subcontractors of any tier shall include, as part of their Contractor Project Specific Safety & Health Plan, a Return-to-Work program (also known a "Light Duty" or "Modified Work") to any injured employee who is released by a medical doctor with a signed release return-to-work form with restrictions, modifications, or alternative work. The Contractor shall develop a Return-to-Work program outlining how this will be accomplished. The Contractor and/or subcontractors shall hold a discussion with the Office of Safety, Quality Assurance and Risk Management, the *MTA* Construction Division Safety, and the *MTA* Insurance Broker prior to any injured employee being laid-off or terminated from a Return-to-Work program.

5. ROLES AND RESPONSIBILITIES

A. *Contractor's Project Manager:*

The Contractor's Project Manager shall:

1. Be responsible for the supervision of the Safety Engineer/Supervisor in carrying out the duties and responsibilities of the position.
2. Plan and implement work to comply with the stated objectives of the Contractor Project Specific Safety & Health Plan.
3. Comply with the provision of the contract dealing with safety and accident requirements.
4. Cooperate with *MTA's* designated safety representatives.

5. Authorize necessary immediate action to correct substandard safety conditions or acts reported or observed.
6. Attend safety meeting as required by the Resident Engineer.

B. Contractor's Safety Engineer/Supervisor:

The Contractor's Safety Engineer/Supervisor shall perform daily safety inspections of the contractor's and subcontractor's job sites to eliminate unsafe acts and/or conditions. The Contractor's Safety Engineer/Supervisor shall ensure that all of the contractor's employees are made aware of the steps to take in the event of an accident and the location of first-aid facilities. The position requires this individual to perform the following:

1. Provide timely reports in writing of any observed unsafe condition or practices, or violations of job security regarding safety issues; and take corrective actions. (See Form 110).
2. Investigate all accidents and implement immediate corrective action.
3. Report all injuries and accidents in a timely manner in accordance with federal and state laws and *MTA* requirements.
4. Provide Job Foremen with appropriate training materials to conduct weekly "tool box" safety meetings. Attend Engineer/Supervisor weekly "toolbox" safety meetings to evaluate the effectiveness of these meetings.
5. Review safety meeting reports submitted by Job Foremen and take necessary action to ensure that the Job Foremen hold meaningful weekly safety meetings.
6. Assist in the preparation of all accident investigation and reporting procedures.
7. Implement safety-training programs for supervisors and employees applicable to their specific responsibilities.
8. Be responsible for the control, availability and use of necessary safety equipment, including personal protective equipment and apparel for the employees.
9. Coordinate the safety activities with *MTA* personnel, and Insurer's safety representative, and take necessary steps to promptly implement safety recommendations.
10. Coordinate the public relations aspects of the Contractor Project Specific Safety & Health Plan with *MTA*.
11. Attend special safety meetings held or sponsored by *MTA*, the Insurer, or the Insurance Administrator. The safety Engineer/Supervisor is expected to participate in these sessions.
12. Ensure that adequate first-aid supplies and personal protective equipment are available at the work site and that personnel are qualified to administer first aid as required by contract.
13. Maintain Material Safety Data Sheets (MSDS) and provide unobstructed access to MSDS on the job site.
14. Advise the *MTA* R.E of any known hazardous operations that could adversely impact *MTA* employees or the public.

C. Contractor's On-Site Management Representative:

This person will ensure compliance with provisions of the contract, including the Contractor Project Specific Safety & Health Plan, OSHA, MOSH, and other agency and industry safety requirements and standards. Additional duties of the senior on-site Contract Representative or Project Manager shall include the following:

1. Review and direct immediate action to correct substandard safety conditions brought to his/her attention.
2. Take an active part in all supervisory safety meetings, including the discussion of observed unsafe work practices or conditions, a review of the accident experience and corrective actions, and encouragement of safety suggestions from employees.
3. Cooperate with the *MTA*, Consultants, and safety representatives of the Insurance Broker or Insurance Carrier.

D. Contractor's Safety Supervisor:

The Contractor Safety Supervisor will perform daily safety inspections of the Contractor's and Subcontractor's job sites to eliminate unsafe acts and/or conditions. The Contractor's Safety Supervisor will ensure the contractor's employees are made aware of steps to take in the event of an accident and the location of first aid facilities. The position requires the individual to perform the following:

1. Provide timely reports in writing of any observed unsafe conditions or practices, or violations of job safety issues; and take corrective action.
2. Investigate accidents and implement corrective action.
3. Report all injuries in a timely manner in accordance with federal and state laws and regulations and the Contractor Project Specific Safety & Health Plan.
4. Provide appropriate training materials to conduct weekly "tool box" safety meetings, and attend to evaluate the effectiveness of the meeting.
5. Review safety meeting reports and takes necessary action to ensure meaningful weekly safety meetings are held.
6. Assist in the preparation of accident investigations and reporting.
7. Implement safety-training programs for supervisors and employees applicable to their specific responsibilities.
8. Ensure the control, availability, maintenance, and proper use of necessary safety equipment, including personal protective equipment and apparel for the employees.
9. Coordinate safety activities with the *MTA's* Consultants and the Insurance Carrier safety representatives, and take necessary steps to promptly implement safety recommendations.
10. Attend regularly scheduled and any special safety meetings held or sponsored by the *MTA's* safety representatives or Consultants. The Contractor's Safety Supervisor shall participate in these meetings.
11. Ensure adequate first aid supplies are available at the work site and sufficient personnel are qualified to administer first aid and CPR as required.

E. Contractor's Employees:

Every contractor employee has the responsibility to comply with all health and safety regulations and directives, and to participate in the identification and control of hazards.

Additional responsibilities include but are not limited to:

1. Report health and safety hazards that they become aware of;
2. Follow established health and safety procedures;
3. Report injuries or illnesses that may be workplace related;
4. Properly utilize personal protective equipment when required;
5. Cooperate with and assist in investigations of accidents;
6. Inspect all equipment prior to use and report any unsafe condition to your supervisor immediately.

F. Safety Committee:

The Office of Safety, Quality Assurance and Risk Management and the *MTA* Construction Division Safety shall have three primary functions:

1. Leadership: Provide coordination, leadership, and direction for the Contractor Project Specific Safety & Health Plan.
2. Enforcement: Monitor the management of the Contractor Project Specific Safety & Health Plan to ensure the plan is maintained and enforced by all personnel.
3. Recommendations: Recommended resolutions to safety problems not routinely resolved by the Project Safety Engineers/Supervisors or Resident Engineers.

The Committee shall meet as required by the Chairperson. Members may request the Chairperson to call a meeting when the need develops. The Committee membership consists of:

- Resident Engineer/acting Chairperson
- Office of Safety, Quality Assurance and Risk Management Representative
- General Contractor (GC) Project Manager
- GC On-site Safety Engineer/Supervisor
- Insurance Safety Consultant
- Broker Insurance Safety Consultant
- *MTA* Construction Division Safety Representative

G. Modification of Contractor Project Specific Safety and Health Plan:

The *MTA* reserves the right to require the Contractor to modify, at any time, any portion of the Plan that is not in conformance with Federal, State, or Local codes and regulations, or with the *MTA* Contractor Safety & Health Plan Guidelines.

6. SAFETY REQUIREMENTS:

A. Safety Concerns:

The Safety Concern Form is to be utilized as a means to express safety concerns when other mechanisms have not addressed and/or corrected the issue in a timely manner.

To document the concern and help in its tracking, The Safety Concern Form (See Form 116, *Safety Concern*) is available and is located throughout the site. Once a Safety Concern Form is completed, forward it to the Resident Engineer who will review it and determine the appropriate action.

B. Safety Meetings:

Safety break or "tool box" meetings shall be held on a weekly basis at a minimum by each Contractor. It is recommended that a specific date and time be set up for these meetings. A meeting agenda should consist of at least the following:

- Statistics and performance review;
- Injury and accident reviews which include the reason(s) the accident occurred and a discussion on the corrective actions taken to prevent recurrence;
- Review and discussion of any outstanding items;
- Five-minute safety talk on a pertinent subject to the work performed.
- The Safety Meetings shall be documented and copied to the Resident Engineer (see Form 109, *Tool Box Safety Meeting*).

C. Safety Inspections:

The Contractor shall conduct daily safety inspections for each shift worked in accordance with contract specifications. Any unsafe conditions and/or acts detected during the safety inspections, or at any other time, should be corrected immediately and reported on Form 110, *Contractor Daily Safety Audit Checklist*. Completed copies, indicating action taken and date completed, shall be submitted daily to the RE's office for review and verification of completion of required action.

The Resident Engineer shall maintain in their office the daily inspection reports and shall communicate to the MTA Construction Division Safety and the Office of Safety, Quality Assurance and Risk Management any trends and suggestions for improvement.

Any person on site has the authority to stop any job having the potential to be immediately dangerous to life and health. When a job is stopped, the Resident Engineer, and Site Superintendent shall be notified immediately so corrective actions can be taken. Until corrective actions are taken, the job will not commence.

Safety violations found by other safety inspectors shall be reported to the Resident Engineer and the Contractor's on-site Safety Engineer/Supervisor who will ensure that the proper personnel are contacted so corrective measures are taken.

D. First Aid:

The Contractor shall have adequate first aid supplies on-site and first aid supplies shall be accessible for immediate use. Written procedures shall be developed to ensure that first aid supplies are replaced promptly if used, and are not missing or depleted.

Sufficient personnel shall be available at the work site(s) to render first aid. The first aid personnel shall be and have valid CPR and first aid certifications. (U.S. Bureau of Mines, American Red Cross, or an equivalent training program that can be verified.)

E. Safety Compliance:

Compliance with the safety requirements is mandatory. The Contractor's supervisory staff or the Safety Engineer/Supervisor who is unable or unwilling to assure performance in compliance with the safety obligations will not be acceptable for supervision. If substandard performance warrants, the person shall be removed from the project.

The Contractor shall be held responsible for safety compliance of their Subcontractor(s). Any Contractor and/or Subcontractor(s) or employee(s) who fails to comply with the project safety requirements will be considered unqualified to perform services or work at the *MTA*.

1. Noncompliance:

In the event the Resident Engineer deems it necessary to notify the Contractor in writing of noncompliance with any of the safety requirements contained in the safety regulations, by any governmental agency with the authority to enforce safety regulations or authorized representative of the *MTA*, the Resident Engineer shall:

- A. Notify the Contractor in writing of the noncompliance.
- B. Exercise the right to issue a suspend-work order stopping all or part of the work if the Contractor fails or refuses to take corrective action to abate the noncompliance notice in the specified time.
- C. Deny any claim or request from the Contractor for adjustment for additional time or money on the suspended work order issued under these circumstances.
- D. Require the removal of an employee or piece of equipment or correction of a situation that is deemed to be unsafe.

2. Contractor Analysis Report:

In the event that a Contractor and/or Subcontractor has been uncooperative on safety or contractual issues, the Resident Engineer shall prepare a report documenting the problem encountered. This report will form an historical record, which will be available to determine future course of action. This report will be reviewed by Office of Safety, Quality Assurance and Risk Management prior to being sent to the Contract Officer with recommendation for disciplinary action including removal from the project of an individual or termination of the contract.

F. Tours and Site Visitors:

Only visitors authorized by the *MTA* shall be allowed on a project. The following guidelines have been prepared as general instructions for organization, direction and safe conduct of such tours on *MTA*'s Project Sites:

1. Escorted Visitors:

While on the job site, non-construction personnel or groups shall be accompanied at all times by an authorized representative from the Contractor, *MTA*, or designee familiar with the job site (Especially on any right of way).

2. Notification and Tours:

Personnel tours that do not involve technical inspections need to be cleared through the *MTA* Media Relations Department. Allowing a minimum 24-hour advance notice the Media Relation Department will contact the Resident Engineer at the sites to be visited to coordinate the tour and to make sure the necessary safety precautions are taken

Safety Awareness: All visitors must be informed, before entering the job site, the need for careful, orderly conduct and notified of any special hazards that may be encountered. All visitors and tour groups must comply with the safety precautions required, including the use of personal protective equipment, such as eye protection, hard hats, and reflective clothing that may be required. An adult will accompany children between the ages of 12 -15. No child will be allowed to accompany a tour under the age of 12.

G. Protection of the Public and Property:

The Contractor shall take the necessary precautions to protect the general public (individuals not contractually related to the project) from injury or damage to property and shall follow the contract requirements. The precautions to be taken shall at a minimum:

1. Perform no work in any area occupied or in use by the public unless specifically permitted by the contract or in writing from the *MTA* or designated Consultant.
2. Maintain public use of work areas where necessary involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
3. Keep sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public clear of obstructions to permit safe ingress and egress of the public at all times.
4. Appropriate warnings, conspicuous signs and instructional safety signs shall be posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
5. Provide sidewalk shed canopies, catch platforms, and appropriate fences when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure.
6. Provide temporary fences around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is provided by the contract or as required (2) above. Perimeter fences shall be at least six (6) feet high. They may be constructed of wood or metal

frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence shall be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence or otherwise required by local jurisdiction involved.

7. Provide warning signs and lights, during periods of severely restricted visibility, and continuously from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public as needed. They shall be placed at both ends of such protection or obstructions and not over twenty (20) feet apart alongside of such protection or obstruction.
8. Provide temporary sidewalks when a permanent sidewalk is obstructed by the Contractor's operations. They shall be in accordance with the requirements of the local ordinances. Guardrails shall be provided on both sides of temporary sidewalks.
9. Provide guardrails on each side and vehicular and pedestrian, bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six (6) feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred (200) pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two (42) inches. Top rails and posts may be two inches by four inches (2 x 4) dressed wood or equal materials. Posts shall not be more than eight (8) feet apart.
10. Provide barricades where sidewalk shed fences or guardrails as referenced above are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. When a barricade is temporarily removed, a watchman shall be placed at all openings.
11. Prohibit fuel-burning types of lanterns, torches, flares or other open flame devices.
12. Maintain all equipment, devices and structures so as to not pose a hazard to the public, property or employees, and to perform their intended functions properly at all times.

H. Traffic Control:

All work shall be planned well in advance to prevent traffic obstructions, public and *MTA* inconvenience, and lost work time. Therefore, a vehicle and/or pedestrian traffic plan shall be included as part of the Contractor Project Specific Safety & Health Plan. The plan shall include:

1. Traffic conditions;
2. Existing traffic controls;
3. Physical features;
4. Visibility restrictions;
5. Problems of access to private property;
6. Business access and activities;
7. The type, number and location of signs, barricades, lights and other traffic devices required for the work;
8. Means of mitigating any adverse effect upon the blind or other physically handicapped.

Flaggers are required:

1. Where workers or equipment intermittently block a traffic lane;
2. Where plans or permit allow the use of one lane for two directions of traffic (one flagger is required for each direction of traffic);
3. Where the safety of the public and/or workers determines there is a need.
4. Flaggers shall be certified.

I. Emergency Procedures:

The Contractor's emergency procedures should be continually reviewed and adjusted to provide maximum effectiveness. All such procedures are to be included in the Contractor Project Specific Safety & Health Plan and coordinated with the Resident Engineer.

The Contractor shall develop written procedures for, but not limited to the following events:

- Injury;
- Fire;
- Utilities damage – gas, water, electric, sewer, communications;
- Other potential emergency situations

Emergency procedures shall designate specific responsibilities for execution of and compliance with the Contractor's emergency plan.

Methods of promptly summoning Emergency Service Personnel and communication with the Resident Engineer shall be included in the procedure and made available at the job site before construction begins.

Actions to be taken during emergencies should be discussed at "tool box" safety meetings regularly.

J. Media Relations and Safety:

In any emergency affecting the safety of persons or property, the Contractor shall act immediately, as necessary and appropriate to prevent or minimize the threatened damage, injury or loss. The Contractor shall notify the Resident Engineer immediately of the situation and all actions taken.

For all press inquiries for emergencies, news releases or announcements related to the job, photo session, the Contractor shall refer the press to the *MTA* Media Relations.

The Contractor should make no statements until authorized by the *MTA*'s Office of Media Relations.

7. SPECIFIC SAFETY STANDARDS

A. Personal Protective Equipment:

OSHA Reference 1926.100-106, Subpart E, "Personal Protective and Life-Saving Equipment."

Minimum requirements for this section are:

- Hard Hats: Approved ANSI Z89.1-1969 hard hats shall be worn at all times while on the construction site. Hard Hats shall be worn properly with the bill forward unless the eye

protection prevents this, as with welders.

- **Eye Protection:** This is a 100% eye protection project. Employees must wear ANSI Z87 approved safety glasses with side shields 100% of the time while in the construction areas.
- **Clothing:** Full-length trouser without excessive length or flared bottoms is required. Shirts must cover the entire mid-section and the sleeves must cover the entire shoulder. Sleeveless shirts, tank tops, net shirts, halter tops, and any clothing with derogatory language or offensive photographs shall not be worn on the construction site.

ANSI Class II High Visibility Reflective Clothing will be worn at all times when in the right of way of rail, highway, or area of construction.

Flame resistant clothing must be worn for all electrical, welding / hot work

- **Work Shoes:** A serviceable pair of ANSI Z.41.1-1967 work shoes or boots made of leather or similar material shall be worn. Steel toe shoes and metatarsal covers are required for all track and rail operations, operating jackhammers, earth compacting equipment, and other areas when designated. Tennis shoes, sandals and other similar shoes are not permitted.

Other requirements may include, but not be limited to:

- **Respirators:** Respirators shall be worn when required.
- **Hearing Protection:** Hearing protection shall be worn when required.
- **Fall Protection:** Guardrail systems, safety nets, or personal fall protection must be used during any activity where a worker is exposed to a fall hazard greater than four (4) or six (6) feet depending on the work involved. Full body safety harnesses with seat support and shock absorbing lanyards are the only acceptable fall protection outside of safety rails and nets.

B. Housekeeping:

OSHA Standard 1926.25, Subpart C, "General Safety & Health Provisions"

C. Guardrails and Perimeter Protection:

OSHA Standard 1926, Subpart M, "Floor and Wall Openings"

D. Concrete and Form Work:

OSHA Standard 1926, Subpart Q, "Concrete and Masonry Construction"

E. Reinforced Steel (Rebar)

OSHA Standard 1926, Subpart Q, Concrete and Masonry Construction

F. Excavations, Trenching, and Shoring:

OSHA Standard 1926, Subpart P, "Excavation", including appendix A-F

G. Fire Protection and Prevention:

OSHA Standard 1926, Subpart F, "Fire Protection and Prevention"; National Fire Protection Association (NFPA) Regulations; local fire codes. The Contractor shall, in addition to complying with the Federal, State, and Local Fire Codes and regulations, prohibit the presence or use of open fire. The Contractor shall require that temporary heating or warming devices be UL approved.

H. Flammable and Combustible Liquids:

OSHA Standard 1926, Subpart F, "Fire Protection and Prevention"; National Fire Protection Association (NFPA) Regulations; local fire codes.

I. Confined Area (Space) Entry:

OSHA Standard 1910.146, "Permit Required Confined Spaces".

All confined space entry work is to be discussed with the RE and the on-site Safety Engineer/Supervisor forty-eight (48) hours prior to entry. *The Confined Space Entry Permit (Form 107, Attachments)* shall be filled out by the Contractor and kept at the jobsite. The MTA Office of Safety, Quality Assurance & Risk Management (OSQARM) shall be notified forty eight (48) hours prior to confined space entry. All completed, terminated or expired permits shall be submitted to the OSQARM within twenty four (24) hours of completion, termination, or expiration; Resident Engineer shall receive duplicate copy.

Evaluating the Environment:

Tests for oxygen deficiency, flammability, and toxicity are to be made before any entry into a confined space.

J. Mobile and Tower Crane Safety:

OSHA Standard 1926.550-556, Subpart N - "Cranes, Derricks, Hoists, Elevators and Conveyors".

K. Rigging Requirements:

OSHA Standard 1926.250-252, Subpart H - "Material Handling, Storage, Use and Disposal".

L. Environmental Policy Statement:

Refer to Section 01570 "Environmental Protection" of the contract.

The environmental control issues will be specifically detailed within the individual bid packages, as they are developed.

M. Hazard Communication Program Responsibilities:

OSHA Standard 1926.59, Subpart D, - "Occupational Health and Environmental Controls".
OSHA Standard 1910.1200, "Hazard Communication".

All chemicals brought on *MTA* property require prior approval from The Office of Safety, Quality Assurance & Risk Management. (Form 117). Parts one (1) and two (2) of Form 117 must be completed for each MSDS submitted for evaluation.

N. Use of Explosives/Blasting:

OSHA Standard 1926.900, Subpart U- "Blasting and Use of Explosives"

8. APPLICABLE GOVERNMENT AGENCY AND INDUSTRY SAFETY STANDARDS:

The Contractor shall comply with, but is not limited or precluded to, the safety standards and provisions of the following agencies, associations, councils, societies, etc.

- Regulation, 49, CFR, Parts 27, 37, and 3 U.S. Department of Transportation (DOT) ("American with Disabilities Act").
- Regulation 40 CFR 261 Environmental Protection Agency (EPA) Titled: Identification and Listing of Hazardous Waste (Implemented by State DER (Dept. of Environmental Resources).
- Regulation 40 CFR 403 General Pretreatment Regulations For Existing And New Sources Of Pollution (Sewer)
- Regulation 49 CFR, Part 29, "Drug Free Workplace Act".
- Regulation 49 CFR, Part 653, 654 and 655, "Prevention of Alcohol and Prohibitive Drug Misuse in Transit Operations".
- Regulation 49 CFR 659 "Rail Fixed Guideway Systems: State Safety Oversight
- Federal Transit Administration (FTA) and incorporated documents by reference or submission to and acceptance by *MTA* and includes:
 1. MIL-STD-882B "System Safety Program Plan Requirements"
 2. FTA "Recommended Emergency Preparedness Guidelines for Rail Transit Systems"
- OSHA Standards 29 CFR 1926, Construction Standards
- OSHA Standards 29 CFR 1910, General Industry Standards
- COMAR 09.12.20 thru 33. Maryland Occupational Safety and Health
- COMAR Title 26 Maryland Department of the Environment,
- Underwriters Laboratories, Inc.
- U.S. Army, Corp of Engineers
- American Society for Testing of Materials (ASTM)
- American National Standards Institute (ANSI)
- National Fire Protection Association (NFPA)
- Local and State Building and Fire Code Standards

Contractor Project Specific Safety and Health Plan Forms

Form 102

- **Incident Investigation Report**

Form 102A

- **Witness Statement**

Form 107

- **Confined Space Entry Permit**

Form 108

- **Job Orientation Acknowledgement**

Form 109

- **Tool Box Safety Meeting**

Form 110

- **Contractor Daily Safety Audit Checklist**

Form 112

- **Safety Observation Notice**

Form 116

- **Safety Concern**

Form 117

- **MSDS Evaluation Request**

Form 118

- **Hot Work Permit**

INCIDENT INVESTIGATION REPORT
Form 102

PART 1

Date of Incident:	Time of Incident:	Date of Investigation:
Company:		Contract Number:
Location of Incident:		
Describe what the employee was doing at the time of the incident:		
Did injury result? Yes/No _____	If yes ;Employee Name(s) ;SSN(s) ;Proceed to Part 2	

PART 2

Body part(s) affected:		
Disposition: Employee Sent to Type of Injury:	<input type="checkbox"/> Doctor <input type="checkbox"/> Emergency Room <input type="checkbox"/> Personal Physician <input type="checkbox"/> On-Site Medical Station <input type="checkbox"/> Other	<input type="checkbox"/> Employee refused treatment <input type="checkbox"/> Result impression <input type="checkbox"/> 1 st Aid Only <input type="checkbox"/> Medical Recordable <input type="checkbox"/> Lost Time or Restricted Duty
Employee Supervisor:		
Witnesses:		
Circle the Number of Identifying Contributing Factors:		
1. Absent/Improper Guarding 2. Defective Equipment 3. Weather/Temperature 4. Inappropriate PPE 5. Inadequate Housekeeping 6. Slippery/Uneven Walking Surface 7. Improper Layout of Work Area 8. Inadequate Ventilation 9. Inadequate Lighting or Noise Control 10. Improper Storage or Placement of Materials 11. Insect/Animals in Work Area 12. No At Risk Condition Identified 13. Other _____	14. Operating Without Authority 15. Improper Use of Equipment 16. Inadequate Procedures 17. Use of Defective Equipment/Tools 18. PPE Not Used 19. Inadequate/Inappropriate Training 20. Improper Position or Posture 21. Horseplay 22. Altercation 23. No At Risk Act Identified 24. Other _____	

PART 3

How Did The Incident Occur?		
What Object or Substance was Involved?		
Any Previous or Similar Incidents?	Project Specific:	Company Wide:
What Factors Contributed to the Incident		

Was an SPA/JSA developed for the task being performed? Yes/No _____. If yes, attach a copy.

What corrective actions are being taken to prevent recurrence? Also list the person responsible for implementing and the target completion date for each item.

Supervisor/Investigation Team Members: _____
 Name(s) Signature(s)/Date

WITNESS STATEMENT
Form 102A

Name: _____ Title: _____

Social Security Number: _____ Date: _____ Time: _____

Temporary Address: _____ Phone No. _____

Permanent Address: _____ Phone No. _____

Location at Time of Incident: _____

Describe, to the best of your knowledge, what happened just before, during, and just after the incident:

Signature

Attach to Incident Report



Confined Space Entry Permit

Permit valid for eight (8) hours only

Date Issued:	Time Issued:	Date Expires:	Time Expires:
Job Site:		Equipment worked on:	
Worked to be Performed:			
Supervisor: (Print)		(Phone)	
Attendant: (Print)		(Phone)	
Entrant: (Print)		Entrant: (Phone)	
Entrant: (Print)		Entrant: (Phone)	
Communication Procedures:			
Rescue Procedures as arranged & verified by Supervisor (Include phone numbers):			
Supervisor, Attendant, Entrant have successfully completed required trained:			
Atmospheric Check: (Various Levels) Before Isolation & Ventilation		Date:	Time:
Atmospheric Check: (Various Levels) After Isolation & Ventilation		Date:	Time:
Atmospheric Tester's Signature:		Oxygen:	Explosives:
Direct Reading Gas Monitor:		Make:	Model #:
Requirements Completed:		Serial #:	
a) Lockout Tag out			
b) Line(s) Broken, Capped, Blanked			
c) Purge, Flush & Vent			
d) Ventilation			
e) Secure Area (Fall Protection)			
f) Respirator (s)			
g) Emergency Personnel Notified			
h) Full Body harness w/"D" Ring			
i) Retrieval Equipment			
j) Fire Extinguishers			
k) Lighting (Explosion Proof)			
l) Protective Clothing			
Continuous Monitoring: (Various Levels) Every 2 hours		Date:	Time:
		Date:	Time:
		Date:	Time:
		Date:	Time:
Continuous Tester's Signature:		Oxygen:	Explosives:
Material Safety Data Sheets Approved:		Serial #:	
Known Hazards:			
Supervisor Authorizing All Conditions Satisfied			
Print:		Signature:	
		Date:	

This permit is to be kept on the job site. The MTA Office of Safety, Quality Assurance & Risk Management (OSQARM) must be notified 48 hours prior to confined space entry. All completed, terminated and expired permits are to be submitted to the OSQARM within 24 hours of completion, termination or expiration. Phone: 410-454-7143 Fax: 410-454-7138

JOB ORIENTATION ACKNOWLEDGEMENT FORM
 Form 108

My signature below acknowledges my completion of the project specific safety orientation and review of the security rules and regulations. I agree to adhere to these, as well as all other specific project rules and regulations.

Check as covered:

<input type="checkbox"/> Eye Protection	<input type="checkbox"/> Fire Protection
<input type="checkbox"/> Head Protection	<input type="checkbox"/> Interim Life Safety Measures
<input type="checkbox"/> Foot Protection	<input type="checkbox"/> Drug Policy
<input type="checkbox"/> Clothing Requirements	<input type="checkbox"/> Employee's Guide to WC Managed Care
<input type="checkbox"/> Fall Protection	<input type="checkbox"/> MSDS Procedure
<input type="checkbox"/> Scaffold Tagging Requirements	<input type="checkbox"/> Security
<input type="checkbox"/> Work Permit	<input type="checkbox"/> Lockout Procedures
<input type="checkbox"/> Hot Work Permit	

Project Identification Data Sheet

Please Print Clearly

Last Name: _____ First Name: _____

SSN: _____ - _____ - _____ Employer: _____

Trade: _____ Contact Number: _____

Signature: _____ Date: _____

A Photo ID will be required at the time the Project ID is issued.

TOOL BOX SAFETY MEETING
Form 109

This form is to be completed by supervisors for all safety meetings conducted.
Use reverse side if necessary

DATE:	
PRIME CONTRACTOR:	
SUBCONTRACTOR:	
CONDUCTED BY:	
SUBJECT(S)	
DISCUSSED:	

ATTENDEES		
PRINT NAME	BADGE #	SIGN NAME

Safety Instructor Comments:
Employees Comments:

CONTRACTOR DAILY SAFETY AUDIT CHECKLIST

Form 110

This list is intended to be used as a starting point for your company. Add exposures that are specific to your construction activities as necessary. Look for other unsafe acts and conditions, and then document them so that corrective action can be taken and recorded.

Company Name _____

PROJECT NAME: _____

DATE: _____

JOB/PROJECT #: _____

SUPERVISOR: _____

Reported injuries, and corrective actions, since last safety survey: (i.e. cut hand, debris in eye, back strain, etc..)

	AREA/ITEM	STATUS Ok / Not Ok	PROBLEM AND CORRECTIVE ACTION	Control Completion Date/Initial s
1	Housekeeping			
	Walkways, exits, work areas, clear	<input type="checkbox"/> <input type="checkbox"/>		
	Nails bent over or removed from scrap	<input type="checkbox"/> <input type="checkbox"/>		
	Waste materials properly placed/cleaned up	<input type="checkbox"/> <input type="checkbox"/>		
	Hazardous construction materials controlled	<input type="checkbox"/> <input type="checkbox"/>		
	Waste bins emptied and placed throughout site			
	Designated lunch areas kept clean and trash cans available	<input type="checkbox"/> <input type="checkbox"/>		
2	Fall Protection			
	Scaffolds over 7 1/2' properly tied off and guard rails in place	<input type="checkbox"/> <input type="checkbox"/>		
	Scaffold planks and footings properly placed	<input type="checkbox"/> <input type="checkbox"/>		
	Interior stair railings in place	<input type="checkbox"/> <input type="checkbox"/>		
	Roof/floor openings properly protected	<input type="checkbox"/> <input type="checkbox"/>		
	Ladders in good mechanical condition	<input type="checkbox"/> <input type="checkbox"/>		
	Ladders properly used by tradespersons	<input type="checkbox"/> <input type="checkbox"/>		
	Safety harnesses used if required, good anchorage points	<input type="checkbox"/> <input type="checkbox"/>		
	Other	<input type="checkbox"/> <input type="checkbox"/>		

3	Falling Material		
	Construction materials secured to prevent them falling on workers	<input type="checkbox"/> <input type="checkbox"/>	
	Construction materials secured to prevent them from being blown by wind or knocked over the edge of the roof	<input type="checkbox"/> <input type="checkbox"/>	
	Pallets properly stacked and not tipping	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
4	Electrical		
	Electrical <u>extension cords</u> not frayed or cut exposing internal wiring	<input type="checkbox"/> <input type="checkbox"/>	
	Electrical <u>tool cords</u> not frayed or cut exposing internal wiring	<input type="checkbox"/> <input type="checkbox"/>	
	Grounding (GFCI) in use as required	<input type="checkbox"/> <input type="checkbox"/>	
	Adequate lighting in work areas	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
5	Personal Protective Equipment		
	Safety Glasses / Goggles as required	<input type="checkbox"/> <input type="checkbox"/>	
	Hard Hats if required	<input type="checkbox"/> <input type="checkbox"/>	
	Gloves if required	<input type="checkbox"/> <input type="checkbox"/>	
	Sturdy work shoes/boots or steel toed shoes if required	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
6	Machinery		
	Properly guarded	<input type="checkbox"/> <input type="checkbox"/>	
	Properly used	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
7	Fire Protection		
	Flammables properly used/stored	<input type="checkbox"/> <input type="checkbox"/>	
	Fire extinguishers on hand	<input type="checkbox"/> <input type="checkbox"/>	
	Protective guards in place during welding and soldering to prevent flame from reaching combustible materials in the building walls	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	

8	Public / Worker Protection		
	Barricades in place as necessary	<input type="checkbox"/> <input type="checkbox"/>	
	Trenches 5' and greater properly sloped or shored	<input type="checkbox"/> <input type="checkbox"/>	
	Operations (such as rebar bending, etc.) not being conducted in active street	<input type="checkbox"/> <input type="checkbox"/>	
	Fences installed as necessary/planned	<input type="checkbox"/> <input type="checkbox"/>	
	Free standing chain link fences protected from falling on sidewalks/work areas in the event of unexpected high winds	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
9	Vehicle Operation on Jobsite		
	Backup warning signals in operation	<input type="checkbox"/> <input type="checkbox"/>	
	Speed properly controlled	<input type="checkbox"/> <input type="checkbox"/>	
	Properly parked	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
10	Behavior Based Safety (BBS)	<input type="checkbox"/> <input type="checkbox"/>	
	Employees following safety rules	<input type="checkbox"/> <input type="checkbox"/>	
	Unsafe acts observed (i.e. unsafe lifting/material handling could lead to a muscle strain)	<input type="checkbox"/> <input type="checkbox"/>	
	Good safety culture observed (i.e. employees follow safety rules when they are on their own and no one is observing them).	<input type="checkbox"/> <input type="checkbox"/>	
	Other areas of behavior that need to be addressed	<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
11	OTHER	<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	

JOB/PROJECT #: _____

SUPERVISOR: _____

Reported injuries, and corrective actions, since last safety survey: (i.e. cut hand, debris in eye, back strain, etc.)

SAFETY OBSERVATION NOTICE
Form 112

To Prime Contractor: _____ Date: _____

The Resident Engineer is formally notifying the Prime Contractor Party that the following condition(s) are in non-compliance with the safety requirement established for the Project:

Originator: _____

Prime Contractor's Corrective Action: _____ Date: _____

Corrective Action Completed: Yes No

Safety Engineer/Supervisor/Designee: _____ Date: _____

FOLLOW UP

Complete

Incomplete

2nd Notice Sent: _____

Completion Sign-off

Originator: _____ Date: _____

cc: _____
OSQARM / MTA Construction Division Safety

SAFETY CONCERN
Form 116

Date:	NO.
Here's MY CONCERN: Describe safety condition that should be improved, changed, or corrected. (Please print, type or write clearly - use black ink. If more room is needed, attach additional sheets.)	
Here's MY RECOMMENDED CORRECTIVE ACTION	

Name: _____

Contractor: _____

Address: _____

Employee No: _____

Telephone #/Ext. _____

Receipt Acknowledged: _____
Resident Engineer

HERE'S MY SAFETY CONCERN Instructions	
1.	Enter your concern on the Safety Concern blank. a. Use sheets of plain paper if you need additional space. b. Draw a sketch if you think it will help.
2.	In the lower portion of the SC blank, enter your name, address, telephone number or extension, department, and employee number so the canary copy can be returned to you with response to your concern.
3.	Seal the completed form and any attachments in an envelope and submit to: Resident Engineer



MARYLAND TRANSIT ADMINISTRATION

Form 117

Material Safety Data Sheet (MSDS) Evaluation Request

Send to this form along with a legible English language MSDS and any other related information to: Dennis Rafferty Sr., Manager Occupational Safety & Health, 1615 Washington Blvd., Baltimore, Md. 21230 drafferty@mta.maryland.gov										
PART 1 (Completed by Sales Representative)										
Name Of Product To Be Evaluated:		Date								
Manufacture's Name, Address & Phone:										
Sales Representative's Name And Phone Number:										
Distribution Company's Name, Address & Phone:										
PART 2 (Completed by End User – MTA or Contractor) Describe the location and intended use. IE – Spray application on vehicle to remove graffiti.										
Location Used:										
Intended Use:										
Requested By		Date								
PART 3 (Office of Safety Determination)		Date								
This Product Is: <table style="margin-left: 20px;"> <tr> <td><input type="checkbox"/></td> <td>Approved For Test Only See Restrictions Below</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Approved For MTA Use As Directed</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Approved With Attached Restrictions Below</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Not Approved For MTA Use</td> </tr> </table>			<input type="checkbox"/>	Approved For Test Only See Restrictions Below	<input type="checkbox"/>	Approved For MTA Use As Directed	<input type="checkbox"/>	Approved With Attached Restrictions Below	<input type="checkbox"/>	Not Approved For MTA Use
<input type="checkbox"/>	Approved For Test Only See Restrictions Below									
<input type="checkbox"/>	Approved For MTA Use As Directed									
<input type="checkbox"/>	Approved With Attached Restrictions Below									
<input type="checkbox"/>	Not Approved For MTA Use									
Restrictions:										
MTA MSDS Reference Number:										
Approved By:										

Rev. 10/11 31 Form 117

MARYLAND TRANSIT ADMINISTRATION

FORM 118

HOT WORK PERMIT

DATE ISSUED _____ VALID UNTIL _____

BUILDING _____ BUILDING # _____ PROJECT # _____

LOCATION OF WORK _____

CONSTRUCTION PROJECT MANAGER/PHONE # _____

CONTRACTOR/PHONE # _____

The location where this work will take place will be examined before the start of cutting/welding operations and all the appropriate precautions (including any that exceed those outlined below) will be taken.

Signed (at issue of permit) _____ Date _____

Print name _____

FIRE SAFETY PRECAUTIONS

BEFORE THE WORK - All of the following precautions must be taken:

- Cutting and/or welding equipment must be thoroughly inspected and found to be in good repair, free of damage or defects.
- A multi-purpose dry chemical, portable fire extinguisher must be located such that it is immediately available to the work and is fully charged and ready for use.
- At least one fire alarm pull station or means of contacting the fire department (i.e. site telephone) must be available and accessible to person(s) conducting the cutting/welding operation.
- Floor areas under and at least 35 feet around the cutting/welding operation must be swept clean of combustible and flammable materials.
- All construction equipment fueling activities and fuel storage must be relocated at least 35 feet away from the cutting/welding operation.

Where applicable, the following precautions will also be taken before the work begins:

- Fire resistant shields (fire retardant plywood, flameproof tarpaulin, metal, etc.), must cover combustible floors.
- Spark/slag catchers (fire retardant plywood, flameproof tarpaulins, metal, etc.) must be suspended below any elevated cutting/welding operation.

- All floor and wall openings must be covered to prevent sparks/slag from traveling to other, unprotected areas.
- Containers in or on which cutting/welding will take place must be purged of flammable vapors.

DURING / AFTER THE WORK - The following precautions will be taken:

- Person(s) must be assigned to a fire watch during and for at least 30 minutes after all cutting/welding ceases.
- Fire watch person(s) are to be supplied with multi purpose dry chemical, portable fire extinguisher and trained in its use.
- A fire alarm pull station or means of contacting the fire department (i.e. site telephone) available and accessible to fire watch person(s).

The location where this work will take place has been **examined before the start** of cutting/welding operations and all the appropriate precautions have been taken. *Responsible party to sign under Signature 1 for each date.*

The work area and all adjacent areas to which sparks and heat might have spread (including floor levels above and below and on opposite side of walls) were **inspected 30 minutes after** the cutting and or welding operations ceased for the day and were found to be fire safe. *Responsible party to sign under Signature 2 for each date.*

	Signature 1	Signature 2
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____

END OF SECTION

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STATION												
MODE	Pelco CCTV Cameras	Pelco Software(DX Series)	Pelco DVR	Sony CCTV Cameras	Aralia Server Servers (AR16000)	Aralia Software License and Engineering Support	Dell Optiplex 745- Workstation	Dell Monitors(1708)	Weldex CCTV Camera (WDD4905C)	Hikvision DVR (DS8008HF1 / DS8008HF1-S)	Intervid CCTV Camera (DNC-5400, DND6300, MDC6500)	Intervid- DVR (DSS-5000)
MISCELLANEOUS SYSTEMS												
Bush Bus Division-(Vaulting Lanes)	7	1	1				1	3				
Eastern Bus Division-(Vaulting Lanes)	6	1	1				1	3				
Kirk Bus Division-(Vaulting Lanes)	6	1	1				1	3				
Northwest Bus Division-(Vaulting Lanes)	6	1	1				1	3				
Cromwell - Light -rail Station Parking Lot				12	2	2	1	1				
Transit Store		1					1		6	1		
Revenue Control - Money Room		1					1	3			40	2
Treasury - Director's Office		3										
MTA Police												
TOTAL	25	9	4	12	2	2	7	16	6	1	40	2