

**[ULTIMATELY IN A SEPARATE AGREEMENT WHICH AGREEMENT
LANGUAGE IS ATTACHED HERE]**

As referenced above, prior to the start of any Services, Company shall, and shall cause all of its contractors and subcontractors, at its sole cost and expense, procure and maintain in effect during performance and until final completion and acceptance of any Services under this Agreement the following minimum insurance coverage with carriers acceptable to NJ TRANSIT as defined below:

a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the Services are to be performed, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for each coverage provided. Commercial General Liability ("CGL") insurance (occurrence-based form) providing coverage for premises, bodily injury, property damage, personal injury, advertising injury, contractual liability, and products and completed operations, covering ongoing and completed operations and the obligations undertaken under this Agreement for not less than three (3) years from the date NJ TRANSIT accepts the Services; coverage for independent Company's and broad form property damage coverage, with coverage limits of not less than five million dollars (\$5,000,000) for each occurrence and an annual aggregate of not less than five million dollars (\$5,000,000) per occurrence/policy aggregate plus per project aggregate where the Services are performed. The policy shall include ISO CG 24 17 form providing contractual liability coverage for railroad, along with ISO Forms CG 20 10 11 85, and CG 20 10, CG 20 37; 10 01 edition. Policy shall not include any exclusions for to "action over claims" (insured vs. insured).

b) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Company or its Contractors in the performance of the Services, with a combined single limit of not less than one million dollars (\$1,000,000).

c) In the event of drilling or intrusive activities, Company's Contractor shall purchase and maintain Pollution Liability/Environmental Liability insurance with a limit of not less than five million dollars (\$5,000,000) for each occurrence.

d) Product Liability Insurance with a limit of not less than five million dollars (\$5,000,000) for each occurrence, covering bodily injuries and property damage caused by defective products. The policy shall include design defects, manufacturer defects, and marketing defects.

e) Professional Liability insurance, including Technology Errors and Omission Insurance and Computer Security and Privacy Liability (Cyber) Insurance

with a limit of not less than five million dollars (\$5,000,000) per claim covering actual or alleged acts, errors, or omissions committed by Company. If the Professional Liability insurance is claims-made, the coverage shall remain in place for the greater of: (i) six (6) years from the expiration or earlier termination of this Agreement as amended; or (ii) six (6) years from the date NJ TRANSIT accepts the Services. The policy shall include contractual liability coverage.

f) Any Umbrella/Excess Liability insurance shall be not less than a follow form of the Commercial General Liability, Employer's Liability, Environmental/Pollution Liability, and Commercial Automobile Liability, which are to be scheduled as underlying insurance. A combination of CGL and Umbrella/Excess Liability policies will be acceptable as a mean to meet the limits specifically required.

g) All insurance policies shall be primary and non-contributory with respect to any and all other insurance or self-insurance maintained by NJ TRANSIT, and shall not seek contribution from any and all other insurance or self-insurance maintained by NJ TRANSIT; shall contain standard cross-liability provisions where applicable; and provide for a waiver of all rights of subrogation against NJ TRANSIT by Company, its contractors, and its insurers. Any self-insured retention, or any deductible, maintained by Company shall be approved by NJ TRANSIT. If approved Company shall cover any liability imposed upon the Company with respect to the operations and obligations assumed by the Company. The Company represents that such deductible or retentions provide NJ TRANSIT and the Indemnified Parties with all rights and protections that would be provided by traditional independent insurance, included but not limited, defense obligations that insurers are required to undertake under liability policies pursuant to the terms of this Agreement. If Company carries higher limits those shall be made available to pay claims and to provide defense.

i) NJ TRANSIT reserves the right at any time, including after the Work has begun, to require Company to procure and maintain different or additional insurance coverage or increased limits of liability.

All above-mentioned insurance policies, with the exception of Worker's Compensation and Professional Liability, shall name NJ TRANSIT, the State of New Jersey, and the Indemnified Parties as additional insureds by policy endorsements.

j) Prior to the start of any Services, and annually upon the expiration of the required insurance policies, Company shall deliver to NJ TRANSIT, through its agent, evidence of insurance along with all applicable policy endorsements. Company's insurers shall provide Written Notice to NJ TRANSIT if the coverage afforded under the policies are canceled, allowed to expire, or available limits are

reduced. NJ TRANSIT or its agent may inspect any or all policies of insurance when a claim is made involving the specified coverage or reservation of rights is issued.

k) All insurance coverage required under this Agreement shall be provided by insurance companies acceptable to NJ TRANSIT and having ratings of A/VIII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the evidence of insurance). All policies shall contain an endorsement that if the policy is canceled, non-renewed or is subject to any material reduction in limits, the Insurer will provide written notice to NJ TRANSIT at least thirty (30) Calendar Days prior to the occurrence of such event in accordance with Article 34, NOTIFICATION with a copy to NJ TRANSIT's Senior Director of Risk Management as follows:

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: Senior Director, Risk Management

l) The insurance requirements set forth above are to protect NJ TRANSIT and the Indemnified Parties from any and all Claims by third parties, including employees of Company, its agents, contractors, subcontractors, and invitees caused by or in connection with or arising under Company's Services under this Agreement and to the extent of the Company's obligations under this Agreement. Said insurance, however, will in no manner relieve or release Company, its agents, contractors and subcontractors from, or limit their liability as to, any and all obligations assumed under this Agreement, including the obligation to defend, indemnify, and hold harmless NJ TRANSIT and the Indemnified Parties as set forth in this Agreement.