

Port Authority Minimum Insurance Requirements for Tenant Construction and Alteration
Process*

<u>Activities/ Contract Type</u>	<u>General Liability</u>	<u>Workers Compensation</u>	<u>Auto Liability</u>	<u>Professional Liability</u>	<u>Comments</u>
Install/Repair/Re moval of fencing, gates, sidewalk, lighting security cameras	\$2 million each occurrence	Statutory	\$2 million each accident	\$ 2 million each claim	Landside
Office build out	\$2-5 million each occurrence	Statutory	\$2 million each accident	\$ 2 million each claim	Landside
All Others i.e., construction demolition	\$5-25 million each occurrence	Statutory	\$5-25 million each accident	\$ 5 million each claim	Landside
Airside TAAs	\$25 million each occurrence	Statutory	\$25 million each accident	\$ 5 million each claim	Airside

Professional Liability will only apply to contractors engaging in design work (i.e., engineers and architects).

The Port Authority/PATH may raise these minimum insurance limits; require additional insurance against other insurable hazards due to various stakeholders' interests- Consult with Risk Finance Representative.

Note: Additional Insurance Requirements*:

1. "The Port Authority of New York and New Jersey and its related entities" endorsed as additional insured written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent.
 - a) For JFK and LaGuardia Airports-also include "The City of New York" as additional insured.
 - b) For Teterboro Airport-also include "AFCO AvPorts Management LLC "as additional insured.
 - c) For Stewart Airport-also include "Stewart Future Partners, New York State Department of Transportation and the State of New York" as additional insured.
 - d) Landlords and their successors or assigns where required.
 - e) WTC additional insureds where required.
2. The Immunity Clause Endorsement. (See certificate sample for **exact** wording)
3. 30-day cancellation and notification endorsement to the Port Authority for all insurance policies.
4. TCAP Insurance shall be primary insurance. All excess or umbrella policies shall have a drop-down provision and shall follow form to the underlying policy.
5. Waiver of subrogation in favor of all additional insureds as allowed by law.
6. When insurance is in greater limits than the stated minimum, the Port Authority and its related entities shall be included as additional insured to the full extent of all such insurance.
7. Specialty Insurance, such as: Professional, Environmental, Explosion, Collapse & Underground Property Damage (XCU), Railroad Protective, coverage for work within 50 feet of railroad, Watercraft, will be required where needed. Certificates of Insurance with verbiage such as "in accordance with written contract" will not be accepted.
8. The insurance requirements are not a representation by the Port Authority and its related entities as to the adequacy of the insurance to protect the contractor against the obligations imposed on them by law or by this or any other contract.