

PROJECT 2103 Plotted By: Kathy Nardo Sheet: SAT:DEC360 VMS Design Layout: COVER AND INDEX December 14, 2022 07:45:24pm R:\CADD\V\mem 2083\_pos center development.dwg\CADD\4 mitigation system design.dwg net\NBD\ from jms.taylor.randy.kohler@om 3-16-22\2022.03.16\_pos center - llwida to sq\_driver\V=100 - Cover.dwg



**673 LIVONIA AVENUE.**

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673 Livonia Avenue,  
Brooklyn, NY 11207  
NYSDEC SITE  
# 224352

**CLIENT:**  
ELDERSERVE / RIVERSPRING Healthcare  
80 West 225th Street, Bronx, NY 10463

**ENVIRONMENTAL:**  
B&B ENGINEERS AND GEOLOGISTS OF NEW YORK, P.C.  
289 GREAT ROAD, SUITE 202  
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RA / PE SEAL &amp; SIGNATURE:



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COVER AND INDEX

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DATE: DECEMBER	1 of 9
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13. *Journal of the American Medical Association*, 2000; 283: 2689-2696.





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1. THE NYC TRANSIT (NYCT) RESERVES THE RIGHT TO PLACE INSPECTORS, FLAGMEN OR OTHER PERSONNEL IN THE SUBWAY STRUCTURES DURING CONSTRUCTION OF THE PROJECT LINKED BY A TELEPHONE SYSTEM, IF DEEMED NECESSARY, TO OBSERVE THE EFFECTS OF THE CONSTRUCTION ON THE TRANSIT FACILITIES. NYCT FURTHER RESERVES THE RIGHT TO PLACE SUCH PERSONNEL WHENEVER, IN ITS OPINION, THE PROJECT CONDITIONS WARRANT SUCH PLACEMENT, REGARDLESS OF DISTANCE. THE COST OF SUCH PERSONNEL, TELEPHONE INSTALLATION AND ANY RE-ROUTES, DIVERSIONS OF SERVICE, WORK TRAINS, ETC., MADE NECESSARY BY THE PROJECT, MUST BE BORNE BY THE PROJECT OR THE RESPONSIBLE NEW YORK CITY/STATE AGENCY.
2. ALL ROCK EXCAVATION ADJACENT TO THE TRANSIT STRUCTURE SHALL BE CHANNEL DRILLED TWO FEET BELOW SUBGRADE.
3. IF TOP OF ROCK IS FOUND BELOW SUBWAY STRUCTURE, THE SUBWAY STRUCTURE SHALL BE UNDERPINNED IN ACCORDANCE WITH DRAWINGS SUBMITTED TO NYCT FOR REVIEW AND APPROVAL. UNDERPINNING DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
4. IF THE ROCK STRATUM QUALITY IS SOFT OR SEAMY, LATERAL SUPPORTS SHALL BE PROVIDED BELOW THE SUBWAY STRUCTURE IN ACCORDANCE WITH DRAWINGS AND CALCULATIONS SUBMITTED TO NYCT FOR REVIEW AND APPROVAL. LATERAL SUPPORT SYSTEM DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
5. BLASTING WITH LIGHT CHARGES ONLY SHALL BE PERMITTED SUBJECT TO THE APPROVAL OF NYCT'S ENGINEER AND IN ACCORDANCE WITH THE REGULATIONS OF THE FIRE DEPARTMENT. THE CONTRACTOR SHALL PROVIDE A DETAILED MONITORING PLAN, PROVIDING FOR MEASUREMENTS OF BOTH PARTICLE VELOCITY AND DISPLACEMENTS AT CRITICAL LOCATIONS OF THE NYCT STRUCTURE. THE MONITORING PLAN SHALL INCLUDE THRESHOLD AND UPSET LEVELS OF BOTH PARTICLE VELOCITY AND SETTLEMENT TOGETHER WITH AN ACTION PLAN FOR THEIR IMPLEMENTATION. THE CONTRACTOR SHALL SECURE AN APPROVED SEISMOLOGIST TO INSTALL AND OPERATE SUITABLE VELOCITY GAUGES TO CONTINUOUSLY MONITOR PARTICLE VELOCITY AND AN INDEPENDENT LICENSED SURVEYOR TO MONITOR DISPLACEMENTS. A QUALIFIED TECHNICIAN FROM THE MONITORING COMPANY SHALL BE ON SITE TO PROVIDE VIBRATION READINGS UPON THE REQUEST OF A NYCT ENGINEER. THE THRESHOLD MAXIMUM PARTICLE VELOCITY ABOVE THE AMBIENT CAUSED BY THE BLASTING SHALL BE 0.5 INCH PER SECOND. VALUES EXCEEDING THIS LEVEL SHALL BE REVIEWED AND EVALUATED BY NYCT'S ENGINEER. MEASURED PARTICLE VELOCITIES UNDER THE BLASTING WORK SHALL NOT EXCEED THE UPSET LEVEL OF 2.0 INCHES PER SECOND AT ANY TIME.
6. BEFORE PLACING CONCRETE, THE SUBGRADE OF THE FOUNDATIONS IN THE VICINITY OF THE SUBWAY STRUCTURE SHALL BE INSPECTED AND APPROVED BY NYCT'S ENGINEER.
7. ANY DAMAGE TO NYCT STRUCTURES OR ARCHITECTURAL ELEMENTS SHALL BE REPAIRED AND/OR REPLACED WITH THE SAME IN KIND, SUBJECT TO THE APPROVAL OF THE NYCT ENGINEER AT THE EXPENSE OF THE PROJECT.
8. EXCAVATION EMBANKMENTS SHALL BE SHORED AND BRACED. DRAWINGS INDICATING A SUGGESTED METHOD OF CONSTRUCTION SHALL BE SUBMITTED TO NYCT FOR REVIEW AND APPROVAL IN CONJUNCTION WITH THE PROJECT'S CONTRACT DRAWINGS. IF IT IS DETERMINED THAT EXCAVATION MAY UNDERMINE NYCT'S STRUCTURAL FOUNDATION, UNDERPINNING SHALL BE REQUIRED. DRAWINGS AND CALCULATIONS FOR THE UNDERPINNING SHALL BE SUBMITTED TO NYCT FOR REVIEW AND APPROVAL PRIOR TO EXCAVATION. DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
9. TEMPORARY SHORING MAY BE PLACED IN DIRECT CONTACT WITH NYCT STRUCTURES ONLY IF THE NYCT STRUCTURE IS SHOWN TO BE ABLE TO SUPPORT ALL ANTICIPATED (EXISTING AND TEMPORARY) LOADS THAT CAN BE TRANSFERRED THROUGH THE TEMPORARY STRUCTURES WITHOUT DAMAGING OR ALTERING THE EXISTING STRUCTURE. ALL CALCULATIONS AND DRAWINGS FOR THE TEMPORARY SHORING INSTALLATION AND REMOVAL SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK. THESE CALCULATIONS AND DRAWINGS SHALL BE SUBMITTED TO NYCT FOR REVIEW AND APPROVAL. AT THE COMPLETION OF THE PROJECT, THESE TEMPORARY SHORING AND BRACING SYSTEMS SHALL BE REMOVED, OR CUT-OFF AS APPROVED BY NYCT. ANY DAMAGES INCURRED DURING THE INSTALLATION AND REMOVAL OF THE TEMPORARY SHORING SHALL BE REPAIRED AND/OR REPLACED TO THE SATISFACTION OF THE NYCT ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
10. WHEN PILES ARE DRIVEN OR DRILLED ADJACENT TO THE SUBWAY STRUCTURE, BORING DATA, PILE LAYOUTS, SPECIFICATIONS AND INSTALLATION PROCEDURES SHALL BE SUBMITTED TO NYCT FOR APPROVAL. VELOCITY METERS SHALL BE INSTALLED IN THE SUBWAY TUNNEL AT CRITICAL LOCATIONS TO MONITOR INDUCED VIBRATIONS. INDUCED DISPLACEMENTS ALONG THE TUNNEL STRUCTURE AND TRACK INVERT SHALL BE MONITORED DURING DRIVING OR DRILLING. THE THRESHOLD MAXIMUM PARTICLE VELOCITY ABOVE THE AMBIENT CAUSED BY THE DRIVING OR DRILLING SHALL BE 0.5 INCH PER SECOND. VALUES EXCEEDING THIS LEVEL SHALL BE REVIEWED AND EVALUATED BY THE NYCT ENGINEER. MEASURED PARTICLE VELOCITIES DUE TO DRIVING OR DRILLING PILE WORK SHALL NOT EXCEED THE UPSET LEVEL OF 2.0 INCHES PER SECOND AT ANY TIME.
11. NO PILES SHALL BE INSTALLED BY ANY METHOD WITHIN THREE FEET OF SUBWAY STRUCTURE, MEASURED FROM THE EDGE OF THE PILE OR CASINO TO THE WALL. CLOSED-END PILES SHALL NOT BE DRIVEN WITHIN TEN FEET OF THE SUBWAY STRUCTURE.
12. ALL PILES SHALL BE PLACED WITHIN A PRE-AUGERED CASED HOLE TO THE INFLUENCE LINE. THE CASING SHALL BE CLEANED WITHOUT DISTURBING THE SOIL OUTSIDE THE CASING AND THE PILE SHALL BE PLACED WITHIN THE CASING FOR INSTALLATION. THE PILES MAY THEN BE DRIVEN BEYOND THE INFLUENCE LINE WITHIN THE CASING.
13. THE INFLUENCE LINE SHALL START AT THE BOTTOM OF THE SUBWAY STRUCTURE AND EXTEND FROM 1H:1V TO 2H:1V SLOPE DEPENDING ON THE SOIL PROPERTIES AND GROUND WATER TABLE. FOR PILES INSTALLED WITHIN TEN FEET OF THE SUBWAY STRUCTURE, THE CASING SHALL EXTEND TO THE BOTTOM OF THE SUBWAY STRUCTURE.
14. ALL PILES SHALL BE DRIVEN OR DRILLED A MINIMUM OF TEN FEET BELOW THE INTERSECTION OF THE PILE CENTERLINE AND THE INFLUENCE LINE OF THE SUBWAY STRUCTURE.
15. THE USE OF "DOWN-THE-HOLE-HAMMERS" FOR INSTALLATION OF PILES THROUGH OVERBURDEN AND FILL SHALL BE PERMITTED ONLY TO REMOVE BOULDERS. THIS METHOD SHALL NOT BE PERMITTED AS A MATTER OF COURSE TO ADVANCE THE HOLE. FURTHERMORE, THIS METHOD USED TO CONSTRUCT ROCK SOCKETS SHALL NOT BE ALLOWED WITHIN 5 FEET OF THE NYCT STRUCTURE. THE USE OF MACHINE UTILIZING AIR FOR SOIL REMOVAL SHALL NOT BE ALLOWED.

16. VIBRATORY HAMMERS SHALL NOT BE PERMITTED WITHIN 75 FEET OF SUBWAY STRUCTURES. HOE RAMS SHALL NOT BE PERMITTED WITHIN 25 FEET OF SUBWAY STRUCTURES.
17. DYNAMIC COMPACTION METHODS USING DROPPED HEAVY WEIGHTS SHALL NOT BE CONDUCTED WITHIN 1000 FEET OF ANY NYCT STRUCTURE UNLESS IT IS SHOWN THAT INDUCED SETTLEMENTS AND VIBRATIONS WILL NOT DAMAGE THESE STRUCTURES. A SUITABLE MONITORING PLAN INCLUDING SETTLEMENT AND VIBRATION MEASUREMENTS SHALL BE APPROVED BY THE NYCT ENGINEER FOR ALL SUCH OPERATIONS WITHIN THESE DISTANCES PRIOR TO WORK.
18. THERE SHALL BE NO MACHINE EXCAVATION WITHIN 3 FEET OF NYCT STRUCTURES, POWER DUCT LINES, OR ANY OTHER FACILITIES UNTIL THEY HAVE BEEN CAREFULLY EXPOSED BY HAND EXCAVATION.
19. ALL DEWATERING OPERATIONS CONDUCTED WITHIN 500 FEET OF THE NYCT STRUCTURE SHALL BE PERFORMED IN ACCORDANCE WITH DRAWINGS, CALCULATIONS AND PROCEDURES SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK. THESE DRAWINGS, CALCULATIONS AND PROCEDURES SHALL BE SUBMITTED TO NYCT FOR REVIEW AND APPROVAL. THE DISTANCE FROM THE STRUCTURE TO THE DEWATERING OPERATION MAY BE REDUCED PROVIDED THAT SOIL CONDITIONS AT THE SITE INDICATE THAT THE RADIUS OF INFLUENCE OF THE DEWATERING IS LESS THAN 500 FEET. FOR DEWATERING WITHIN THE RADIUS OF INFLUENCE, THE DEWATERING PROGRAM SHALL BE SHOWN TO HAVE NEGLIGIBLE INFLUENCE ON SETTLEMENTS OF THE NYCT STRUCTURE.
20. SUBWAY ENTRANCES, VENTILATORS, VAULTS AND ANY NYCT APPURTENANCES AT THE SIDEWALK SHALL BE UNDERPINNED OR SHORED AND BRACED IF DIRECTED BY NYCT'S ENGINEER.
21. NYCT, AT ITS DISCRETION, RESERVES THE RIGHT TO REQUIRE THE PROJECT TO CLOSE OR MAINTAIN OR PROTECT EXISTING SUBWAY ENTRANCES, VENTILATORS, STRUCTURES AND PROPERTY ADJACENT TO THE PROJECT DURING CONSTRUCTION. SUCH CONSTRUCTION MAY INCLUDE UNDERPINNING, SHORING, BRACING AND ERECTION OF SUITABLE BARRICADES AND/OR CANOPIES AND SHIELDS. SUCH PROTECTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND CALCULATIONS SUBMITTED TO NYCT FOR REVIEW AND APPROVAL. ALL DRAWINGS AND CALCULATIONS SUBMITTED TO NYCT SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
22. TEMPORARY AND PERMANENT SHIELD INSTALLATION PLANS AND CALCULATIONS PROTECTING NYCT FACILITIES AND/OR THE PUBLIC SHALL BE SUBMITTED TO NYCT FOR APPROVAL. THE PLANS SHALL INCLUDE THE LOCATION, DESIGN LOAD, TYPE AND METHOD OF ATTACHMENT TO THE TRANSIT STRUCTURE. THESE PLANS AND CALCULATIONS SUBMITTED TO NYCT SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
23. ALL LUMBER AND PLYWOOD USED FOR PROTECTION OF SUBWAY FACILITIES SHALL BE FIRE RETARDANT.
24. SUBWAY EMERGENCY EXITS SHALL BE KEPT CLEAR AT ALL TIMES.
25. SPECIAL CARE SHALL BE EXERCISED WHEN EXCAVATING OVER OR NEAR THE SUBWAY ROOF SO THAT THE THIN CONCRETE PROTECTION OF THE SUBWAY WATERPROOFING IS NOT DAMAGED. REPAIR PLANS FOR DAMAGE TO THE WATER PROTECTION WATERPROOFING LAYER DURING EXCAVATION SHALL BE SUBMITTED FOR NYCT APPROVAL. REPAIR WORK SHALL BE PERFORMED BEFORE EXCAVATED AREA IS FILLED, CLOSED OR COVERED UP AT NO EXPENSE TO NYCT.
26. BURNING OF, WELDING TO OR DRILLING THROUGH EXISTING STEEL STRUCTURES SHALL NOT BE PERMITTED EXCEPT AS SHOWN ON DRAWINGS APPROVED BY NYCT.
27. HORIZONTAL AND VERTICAL CONTROL SURVEY DATA OF THE EXISTING NYCT STRUCTURE SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR TO MONITOR ANY MOVEMENTS THAT OCCUR DURING CONSTRUCTION AND TO CERTIFY THAT THE INDUCED MOVEMENTS ARE WITHIN THE LIMITS NOTED BELOW. IF ANY MOVEMENTS REQUIRE WORK TO BE STOPPED BASED ON THE VALUES BELOW, A REMEDIATION PLAN SHALL BE SUBMITTED TO NYCT FOR APPROVAL BY NYCT PRIOR TO THE REHABILITATION AND REPAIR WORK.
- | STRUCTURE TYPE | MONITORED & MEASURED MOVEMENT | ACTION TO TAKE       |
|----------------|-------------------------------|----------------------|
| ELEVATED       | 1/8 INCH OR MORE              | NOTIFY NYCT ENGINEER |
| ELEVATED       | 1/4 INCH OR MORE              | STOP WORK            |
| SUBWAY         | 1/4 INCH OR MORE              | NOTIFY NYCT ENGINEER |
| SUBWAY         | 1/2 INCH OR MORE              | STOP WORK            |
28. BUS ROUTES AFFECTED BY THE PROJECT MAY REQUIRE BUS DIVERSIONS. THESE ARRANGEMENTS SHALL BE MADE THROUGH:
- MS. SARAH WYSS  
SENIOR DIRECTOR, OPERATIONS PLANNING  
NEW YORK CITY TRANSIT  
2 BROADWAY, ROOM A17.82  
NEW YORK, NEW YORK 10004  
TELEPHONE NUMBER (646) 252-5517  
WHEN IMPACTING ANY BUS STOP, SPECIAL OPERATIONS SHALL BE NOTIFIED TWO WEEKS IN ADVANCE.
29. DUCT LINES SHALL BE MAINTAINED AND PROTECTED DURING CONSTRUCTION. ANY INTERFERENCE WITH DUCT LINES SHALL BE REPORTED TO THE NYCT ENGINEER. WHEN A DUCT LINE CONTAINING CABLES IS TO BE REMOVED, OR WHEN MASONRY ADJACENT THERETO IS TO BE REMOVED, PENETRATED, OR DRILLED, THE WORK SHALL BE DONE WITH HAND LABOR ENTIRELY, USING HAMMER AND CHISEL. JACKHAMMERS, BOLT POINTS OR OTHER POWER EQUIPMENT SHALL NOT BE USED.
30. WHERE MANHOLES ARE ENCOUNTERED:
- 30.A. THEY SHALL BE PROTECTED AND RAISED OR LOWERED AS REQUIRED TO MATCH THE NEW STREET GRADE.
- 30.B. IF MANHOLE COVERS ARE RAISED OR LOWERED, PROTECT CABLES IN MANHOLE BY WOOD SHEETING OF 2" NOMINAL THICKNESS.
- 30.C. PRIOR TO THE START OF CONSTRUCTION OPERATIONS AFFECTING MANHOLES AND DUCT LINES, SEVEN DAYS NOTICE MUST BE GIVEN TO MR. LIONEL SAINT LOUIS, P.E., ASSISTANT CHIEF OFFICER, INSPECTIONS AND EMERGENCY RESPONSE, 130 LIVINGSTON STREET, ROOM 8046, BROOKLYN, NEW YORK 11201, TELEPHONE 347-672-2448, EMAIL LIONEL.SAINTLOUIS@NYCT.COM BEFORE THE START OF CONSTRUCTION.
31. CONSTRUCTION WORK DONE NEAR VENT GRATINGS AND HATCHES SHALL BE AS FOLLOWS:

- 31.A. UNLESS APPROVED BY THE NYCT ENGINEER, ALL VENT GRATINGS AND HATCHES SHALL REMAIN OUTSIDE THE PROPOSED PROJECT AREA.
- 31.B. THE CONSTRUCTION SITE, SEPARATED BY A CONSTRUCTION FENCE, PROTECTIVE SHIELDS SHALL BE PROVIDED OVER VENT GRATINGS AS REQUIRED BY THE NYCT ENGINEER.
- 31.C. NO BUILDING MATERIALS, VEHICLES OR CONSTRUCTION EQUIPMENT SHALL BE STORED OR COVER OVER VENT, GRATINGS, HATCHES OR EMERGENCY EXITS.
- 31.C.1. DETAILS OF SIDEWALK RECONSTRUCTION AROUND VENT GRATINGS, ENTRANCES, HATCHES AND EMERGENCY EXITS SHALL BE SUBMITTED TO NYCT FOR APPROVAL.
32. TRACTORS, CRANES, EXCAVATORS, AND ANY HEAVY EQUIPMENT USED IN THE VICINITY OF THE ELEVATED STRUCTURES SHALL BE ISOLATED FROM THE GROUND, SINCE THE ELEVATED STRUCTURE IS USED AS A NEGATIVE RETURN PATH, WITH A CONSEQUENT POTENTIAL BETWEEN IT AND THE GROUND, ANY CONTACT BETWEEN THE STRUCTURE AND GROUNDED EQUIPMENT COULD RESULT IN BURNING OF THE STEEL.
33. TEMPORARY CONSTRUCTION SHEDS, BARRICADES OR PLYWOOD PARTITIONS SHALL BE A MINIMUM OF 5'-0" FROM EDGE OF FINISHED PLACED FORM ALL BARRICADE PLANS SHALL BE SUBMITTED TO NYCT'S OFFICE OF STATION PROGRAMS FOR REVIEW AND APPROVAL.
34. THE GENERAL REQUIREMENTS FOR NYCT STATION AREAS OR STAIRWAYS/CLOSINGS ARE AS FOLLOWS:
- 34.A. ONLY ONE STAIRWAY AT EACH STATION SHALL BE PERMITTED TO BE CLOSED AT THE SAME TIME. APPROVALS FOR CLOSING ANY STAIRWAY SHALL BE OBTAINED FROM THE DIVISION OF STATION PROGRAMS AT LEAST THREE WEEKS IN ADVANCE.
- 34.B. MS. SUSANNAH HARRINGTON, DIRECTOR, OFFICE OF STATION PROGRAMS, 716-894-4891, EMAIL SUSANNAH.HARRINGTON@NYCT.COM OF THE DIVISION OF STATIONS SHALL BE NOTIFIED THREE WEEKS PRIOR TO THE ACTUAL CLOSING AND REOPENING OF THE ENTRANCE.
- 34.C. SIGNAGE SHALL BE SUPPLIED AND POSTED AT LEAST TWO WEEKS IN ADVANCE, ADVISING THE PUBLIC OF THE PROPOSED SUBWAY STATION CLOSING. HOWEVER, IF IT IS AN ENTIRE ENTRANCE CLOSING, SIGNAGE SHALL BE POSTED TWO WEEKS IN ADVANCE.
- 34.D. THE STREET ENTRANCE STAIRWAY SHALL NOT BE CLOSED UNLESS MANPOWER AND MATERIALS ARE AVAILABLE TO COMMENCE WORK ON DATES PERMITTED.
- 34.E. ONCE THE CLOSING IS EFFECTIVE, CONSTRUCTION SIGNS SHALL BE PLACED AT APPROPRIATE LOCATIONS ON THE BARRICADES AT THE STREET AND MEZZANINE LEVELS, STATING THE CONTRACTOR'S NAME, 24 HOUR EMERGENCY TELEPHONE NUMBER, CONTRACT NUMBER, THE DURATION OF THE CLOSING, DIRECTION TO AN ALTERNATE ENTRANCE/EXIT, AND AN APOLOGY FOR THE INCONVENIENCE TO OUR CUSTOMERS.
- 34.F. EXISTING STATION SIGNAGE SHALL BE ADJUSTED TO REFLECT ANY CHANGES IN ACCESS/EGRESS.
- 34.G. BARRICADES SHALL BE PAINTED FEDERAL BLUE AND BE MADE OF FIRE RATED MATERIAL. BARRICADES SHALL BE KEPT OPEN TO THE PUBLIC AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE BARRICADED AREA CLEAN OF ALL DEBRIS.
- 34.H. ALL MATERIALS SHALL BE PROPERLY STORED AND SECURED AWAY FROM CUSTOMER TRAFFIC.
- 34.I. THE CONTRACTOR SHALL REMOVE ALL WASTE MATERIAL AND BARRICADES FROM ALL STATION AREAS WHEN CONSTRUCTION IS COMPLETED.
- 34.J. INSPECTION OF THE AREA UNDER CONSTRUCTION BY AUTHORIZED NYCT STATION DEPARTMENT EMPLOYEES SHALL NOT BE INHIBITED.
- 34.K. IF STORED OR COVERED UP AT NO EXPENSE TO NYCT.
- 34.L. IF STREET LIGHTS ON THE SIDEWALKS ARE AFFECTED, TEMPORARY LIGHTS SHALL BE PROVIDED.
35. IF NEW CONCRETE CONSTRUCTION IS DESIGNED TO JOIN TO EXISTING CONCRETE, CONVELOS, LAP SPLICES AND KEYS SHALL BE USED IN ACCORDANCE WITH NYCT STANDARDS. OTHERWISE, COLD JOINTS SHALL BE DESIGNED IN ACCORDANCE WITH NYCT STANDARDS.
36. IF THE PROJECT INVOLVES CONSTRUCTION OR ALTERATION OF A SUBWAY FACILITY ON PRIVATE PROPERTY, THE PROPERTY OWNERS SHALL ENTER INTO AN AGREEMENT WITH NYCT PERTAINING TO ALL WORK AFFECTING THE TRANSIT FACILITIES WITH CLEARLY DEFINED LIMITS AND RESPONSIBILITY FOR MAINTENANCE AND LIABILITY.
37. WHEREVER A NEW SIDEWALK IS BEING PLACED ADJACENT TO NYCT STRUCTURES THE FOLLOWING SHALL BE REQUIRED:
- 37.A. THE TOP OF THE NEW SIDEWALK SHALL BE FLUSH WITH THE SUBWAY VENT GRATINGS, HATCHES AND EMERGENCY EXITS.
- 37.B. THE SLOPE OF THE NEW SIDEWALK SHALL BE SUCH THAT THE DRAINAGE BE AWAY FROM THESE STRUCTURES.
- 37.C. A 1/2" PREMOULDED FILLER SHALL BE INSTALLED BETWEEN THE NEW SIDEWALK AND THE NYCT STRUCTURE.
- 37.D. WHERE SIDEWALK ELEVATIONS ARE BEING CHANGED, DETAILS OF PROPOSED WORK AROUND NYCT STRUCTURES SHALL BE SUBMITTED FOR APPROVAL.
38. BEFORE ENTERING NYCT PROPERTY, CONTRACTOR OR SUBCONTRACTOR'S PERSONNEL SHALL HAVE ATTENDED NYCT TRACK SAFETY TRAINING AND EXPECT TO FOLLOW NYCT RULES AND REGULATIONS AS PER TRAINING AND INSTRUCTIONS.
39. BEFORE THE START OF ANY WORK, THE CONTRACTOR SHALL MAKE AN EXAMINATION, IN THE PRESENCE OF NYCT'S ENGINEER, OF THE INTERIOR AND EXTERIOR OF NYCT SUBWAY OR OTHER STRUCTURE ADJACENT TO THE PROPOSED WORK. THE PERSON OR PERSONS AUTHORIZED BY THE CONTRACTOR TO MAKE THESE EXAMINATIONS SHALL BE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL TAKE ALL PHOTOGRAPHS AS MAY BE NECESSARY OR ORDERED TO INDICATE THE EXISTING CONDITION OF NYCT STRUCTURE. ANY STRUCTURALLY DEFICIENT CONDITION SHALL BE MADE SAFE PRIOR TO THE COMMENCEMENT OF THE WORK. A COPY OF THE FIELD REPORT WITH PHOTOS SHALL BE SUBMITTED TO MR. LIONEL SAINT LOUIS, P.E., ASSISTANT CHIEF OFFICER, INSPECTIONS AND EMERGENCY RESPONSE, 130 LIVINGSTON STREET, ROOM 8046, BROOKLYN, NEW YORK 11201, TELEPHONE 347-672-2448, EMAIL LIONEL.SAINTLOUIS@NYCT.COM BEFORE THE START OF CONSTRUCTION.
40. ALL ARCHITECTURAL DETAILS (SERVICE BOOTHS, RAILINGS, DOORS, ETC.) SHALL CONFORM TO THE LATEST NYCT STANDARDS. THESE STANDARDS ARE AVAILABLE AT NYCT.
41. STANDARD NYCT INSURANCE CLAUSES SHALL BE MADE PART OF THE PROJECT'S CONTRACT DRAWINGS. PROOF THAT THE NECESSARY INSURANCE IS IN EFFECT SHALL BE REQUIRED BEFORE WORK CAN COMMENCE.
42. AT THE CLOSE OF ANY PROJECT INVOLVING CONSTRUCTION OR ALTERATIONS TO TRANSIT FACILITIES, A PDF AND ELECTRONIC COPIES COMPLYING TO MICROSTATION DGN FORMAT OF "APPROVED AS-BUILTS" MUST BE PROVIDED TO NYCT FOR ITS RECORDS. FOR

- DETAILS OF SPECIFIC REQUIREMENTS, CONTACT MTA CONSTRUCTION AND CREW MANAGEMENT DEPARTMENT.
43. AT LEAST THREE WEEKS PRIOR TO THE START OF CONSTRUCTION OPERATIONS, NOTIFICATION SHALL BE GIVEN TO MR. LIONEL SAINT LOUIS, P.E., ASSISTANT CHIEF OFFICER, INSPECTIONS AND EMERGENCY RESPONSE, MOW ENGINEERING.
44. IF CHANGES TO NYCT APPROVED DRAWINGS, REVISED DRAWINGS SHALL BE RESUBMITTED FOR MTA APPROVAL.

673 Livonia Avenue,  
Brooklyn, NY 11207  
NYSDEC SITE  
# 224352

CLIENT:  
ELDERSERVIE / REVERSPRING Healthcare  
80 West 22nd Street, Bronx, NY 10463

ENVIRONMENTAL:  
B&B ENGINEERS AND GEOLOGISTS OF NEW YORK, P.C.  
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RA / PE SEAL & SIGNATURE:



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JOB NO.: MEM2083-07

05/03/2023  
*Kelly Helle*

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NYCT NOTES

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**NEW YORK CITY TRANSIT AUTHORITY (THE "AUTHORITY") - NOT FOR BENEFIT INSURANCE REQUIREMENTS**  
**SECTION A. INSURANCE COVERAGE**  
THE PERMITTEE, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN AT ALL TIMES DURING THE PERFORMANCE OF THE WORK SUCH POLICIES OF INSURANCE SET FORTH BELOW:

1. **WORKERS' COMPENSATION INSURANCE** AS REQUIRED BY STATUTE IN THE STATE IN WHICH THE WORK WILL BE PERFORMED. EMPLOYER'S LIABILITY INSURANCE WITH LIMITS OF NOT LESS THAN \$1,000,000 BODILY INJURY PER ACCIDENT; \$1,000,000 BODILY INJURY PER DISEASE; AND \$1,000,000 ANNUAL AGGREGATE. FOR WORK CONDUCTED OUTSIDE THE STATE OF NEW YORK, EMPLOYER'S LIABILITY INSURANCE REQUIRES LIMITS OF NOT LESS THAN \$2,000,000 BODILY INJURY PER ACCIDENT; \$2,000,000 BODILY INJURY PER DISEASE; AND \$2,000,000 ANNUAL AGGREGATE AND MUST PROVIDE PROOF THAT ITS WORKERS' COMPENSATION INSURANCE POLICY HAS BEEN ENDORSED TO INCLUDE "OTHER STATES COVERAGE," IF THE REQUESTING PARTY LEASES ONE OR MORE EMPLOYEES THROUGH THE USE OF A PAYROLL EMPLOYEE MANAGEMENT, OR OTHER SIMILAR COMPANY, THEN THE PERMITTEE MUST PROCURE WORKERS' COMPENSATION INSURANCE WRITTEN ON AN "I" ANY POLICY FORM, INCLUDING AN ENDORSEMENT PROVIDING COVERAGE FOR ALTERNATE EMPLOYEE/LEASED EMPLOYEE LIABILITY.

2. **COMMERCIAL GENERAL LIABILITY ("CGL") INSURANCE**, COVERING CLAIMS FOR PERSONAL AND ADVERTISING INJURY, BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE ARISING OUT OF THE WORK AND IN A FORM PROVIDING COVERAGE NO LESS BROAD THAN THAT OF THE CURRENT ISO COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (OCCURRENCE FORM, NUMBER CG 00 01). SUCH INSURANCE SHALL PROVIDE COVERAGE FOR ALL OPERATIONS INCLUDING THE PRODUCTS-COMPLETED OPERATIONS HAZARD, AND SHALL BE MAINTAINED FOR A PERIOD OF AT LEAST THREE (3) YEARS AFTER FINAL COMPLETION SUBJECT TO THE LIMITATION OF ANY APPLICABLE STATUTE. THE LIMITS OF SUCH INSURANCE SHALL RENEW ANNUALLY AND NOT BE LESS THAN \$2,000,000 EACH OCCURRENCE; \$4,000,000 PRODUCTS AND COMPLETED OPERATIONS AGGREGATE, AND \$4,000,000 PER PROJECT GENERAL AGGREGATE. THIS REQUIREMENT MAY BE SATISFIED BY A COMBINATION OF A PRIMARY CGL POLICY COVERAGE WITH LIMITS OF NOT LESS THAN \$1,000,000 PER OCCURRENCE, AND FOLLOWING-FORM EXCESS OR UMBRELLA LIABILITY INSURANCE POLICY(IES) WHICH EQUAL THE TOTAL LIMITS REQUIRED ABOVE AND FOR EXCESS OR UMBRELLA LIABILITY INSURANCE IN SECTION 4 BELOW. THE CGL AND EXCESS OR UMBRELLA LIABILITY INSURANCE POLICIES MUST BE WRITTEN AN OCCURRENCE BASIS FORM, AND MUST COMPLY WITH THE FOLLOWING PROVISIONS:

2.1. THE POLICY SHALL INCLUDE INDEPENDENT CONTRACTOR AND CONTRACTUAL LIABILITY COVERAGES;  
2.2. THE POLICY SHALL NOT CONTAIN ANY CONTRACTUAL EXCLUSION RELATIVE TO LABOR LAWS OR ANY OTHER EXCLUSIONS OR LIMITATIONS DIRECTED TOWARD ANY TYPES OF PROJECTS, MATERIALS OR PROCESSES INVOLVED IN THE WORK;  
2.3. THE POLICY SHALL NOT CONTAIN ANY OF THE FOLLOWING ICLUSIONS: SUBCONTRACTOR'S EXCLUSION;

2.4. CONSTRUCTION DEFECT EXCLUSION;  
2.5. LEASED WORKER EXCLUSION; CROSS LIABILITY EXCLUSION; CRANE EXCLUSION; AND DEMOLITION EXCLUSION OR "EVOLVING, COLLAPSE AND UNDERGROUND" EXCLUSION;  
2.6. CONSTRUCTION WORK TAKING PLACE WITHIN 50 FEET OF A RAILROAD MUST INCLUDE:  
2.6.1 OR "EXPLOSION, COLLAPSE AND UNDERGROUND" EXCLUSION; COVERAGE FOR CLAIMS FOR BODILY INJURY ASSERTED  
2.6.2. BY A RAILROAD EMPLOYEE OF AN ADDITIONAL INSURED AND ANY EMPLOYER'S LIABILITY INSURANCE WHICH MAY OTHERWISE OPERATE TO EXCLUDE SUCH COVERAGE SHALL BE REMOVED.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**, IF ANY OWNED, NON-OWNED OR HIRED VEHICLES ARE USED BY THE PERMITTEE WHETHER ON OR OFF-SITE, COVERING THE LIABILITY OF THE PERMITTEE ARISING OUT OF ANY VEHICLE THAT BEARS, OR IS REQUIRED TO BEAR, LICENSE PLATES ACCORDING TO THE LAWS OF THE JURISDICTION IN WHICH THEY ARE OPERATED, AND WHICH ARE NOT COVERED BY THE PERMITTEE'S COMMERCIAL GENERAL LIABILITY, SUCH INSURANCE SHALL PROVIDE COVERAGE AT LEAST AS BROAD AS THE STANDARD ISO COMPREHENSIVE AUTOMOBILE LIABILITY POLICY (CA 00 01, CA 00 05, CA 00 12, CA 00 20), WITH LIMITS NOT LESS THAN \$2,000,000 EACH ACCIDENT ON A COMBINED SINGLE BASIS. IF THE WORK INVOLVES TRANSPORTATION OF HAZARDOUS OR REGULATED SUBSTANCES, HAZARDOUS OR REGULATED WASTES AND/OR HAZARDOUS OR REGULATED MATERIALS, THE PERMITTEE SHALL PROVIDE POLLUTION AUTO COVERAGE EQUIVALENT TO THAT PROVIDED UNDER THE ISO POLLUTION LIABILITY-BROADENED COVERAGE FOR COVERED AUTOS ENDORSEMENT (CA 99 48), AND THE MOTOR CARRIER ACT ENDORSEMENT (MC 90). ANY STATUTORILY REQUIRED "NO-FAULT" BENEFITS AND UNINSURED/UNDERINSURED MOTORIST COVERAGE SHALL BE INCLUDED.

4. **UMBRELLA/EXCESS LIABILITY INSURANCE**, WITH LIMITS NOT LESS THAN \$3,000,000 PER OCCURRENCE IN EXCESS OF THE LIMITS FOR COMMERCIAL GENERAL LIABILITY, EMPLOYER'S LIABILITY, AND BUSINESS AUTOMOBILE LIABILITY INSURANCE WHICH IS AT LEAST AS BROAD AS EACH OF THE UNDERLYING POLICIES. THE UMBRELLA/EXCESS LIABILITY POLICIES SHALL BE WRITTEN ON A "DROP-DOWN" AND "FOLLOWING FORM" BASIS, WITH ONLY SUCH EXCEPTIONS EXPRESSLY APPROVED BY THE AUTHORITY/MTA.

5. **RAILROAD PROTECTIVE LIABILITY INSURANCE (ISO-RIMA OR EQUIVALENT FORM)**, IF ANY WORK WILL BE TAKING PLACE WITHIN 50 FEET OF A RAILROAD, SUBWAY OR SIMILAR TRACKED CONVEYANCE OR REQUIRES FLAG OR PROTECTIVE MEASURES BY THE AUTHORITY OR ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, COVERING THE WORK TO BE PERFORMED AT THE DESIGNATED JOB SITE AND AFFORDING PROTECTION FOR DAMAGES ARISING OUT OF BODILY INJURY OR DEATH, PHYSICAL DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING DAMAGE TO THE INSURED'S OWN PROPERTY AND CONFORMING TO THE FOLLOWING:  
5.1. THE POLICY SHALL BE ISSUED TO AND SHALL NAME AS THE "NAMED INSURED" EACH OF THE INDEMNIFIED PARTIES LISTED UNDER SECTION D BELOW.  
5.2. THE LIMIT OF LIABILITY SHALL BE NOT LESS THAN \$2,000,000 PER OCCURRENCE, SUBJECT TO A \$6,000,000 ANNUAL AGGREGATE;  
5.3. POLICY MUST BE ENDORSED TO PROVIDE COVERAGE FOR CLAIMS ARISING FROM INJURY TO EMPLOYEES COVERED BY FEDERAL EMPLOYER'S LIABILITY ACT (FELA), WHEN APPLICABLE.

5.4. INDICATE THE NAME AND ADDRESS OF THE DESIGNATED CONTRACTOR, LOCATION OF THE WORK, THE CONTRACT DESCRIPTION AND CONTRACT NUMBER, IF APPLICABLE.

6. **CONTRACTOR'S POLLUTION LIABILITY INSURANCE**, IF DISPOSAL OF HAZARDOUS MATERIALS FROM THE DESIGNATED JOB SITE IS UNDERTAKEN OR IF THE WORK BEING PERFORMED IN THE IMPACT AREA INVOLVES ENVIRONMENTAL OR POLLUTION EXPOSURES, WITH LIMITS NOT LESS THAN \$2,000,000 PER OCCURRENCE AND GENERAL AGGREGATE ON A PER PROJECT BASIS INCLUDING COMPLETED OPERATIONS COVERAGE TO BE MAINTAINED FOR AT LEAST THREE (3) YEARS AFTER COMPLETION OF THE WORK. POLICY SHALL COVER ENVIRONMENTAL DAMAGE RESULTING FROM POLLUTION CONDITIONS THAT ARISE FROM THE OPERATIONS OF THE PERMITTEE AND DESCRIBED UNDER THE SCOPE OF SERVICES OF THIS AGREEMENT. COVERAGE MUST APPLY TO SUDDEN AND NON-SUDDEN POLLUTION CONDITIONS INCLUDING THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS, SILT OR SEDIMENT INTO OR UPON LAND, THE

ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, PROVIDED SUCH CONDITIONS ARE NOT NATURALLY PRESENT IN THE ENVIRONMENT IN THE CONCENTRATION OR AMOUNTS DISCOVERED, UNLESS SUCH NATURAL CONDITION(S) ARE RELEASED OR DISPERSED AS A RESULT OF THE PERFORMANCE OF COVERED OPERATIONS. SUCH INSURANCE SHALL INCLUDE BUT NOT BE LIMITED TO:  
6.1. BODILY INJURY, SICKNESS, DISEASE, MENTAL ANGUISH OR SHOCK SUSTAINED BY ANY PERSON, INCLUDING DEATH; MEDICAL MONITORING;  
6.2. PHYSICAL INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY OF PARTIES OTHER THAN THE INSURED INCLUDING THE RESULTING LOSS OF USE AND DIMINUTION IN VALUE THEREOF; LOSS OF USE, BUT NOT DIMINUTION IN VALUE, OF TANGIBLE PROPERTY OF PARTIES OTHER THAN THE INSURED THAT HAS NOT YET BEEN PHYSICALLY INJURED OR DESTROYED;  
6.3. NATURAL RESOURCE DAMAGES;  
6.4. CLEANUP COSTS;  
6.5. TRANSPORTATION AND NON-OWNED DISPOSAL SITE COVERAGE (WITH NO SUNSET CLAUSE/RESTRICTED COVERAGE TERM) IF THE PERMITTEE IS DISPOSING OF CONTAMINATED MATERIALS);  
6.6. NO EXCLUSIONS FOR ASBESTOS, LEAD PAINT, SILICA OR MOLD/FUNGUS/LEGIONELLA;  
6.7. DEFENSE INCLUDING COSTS, CHARGES AND EXPENSES INCURRED IN THE INVESTIGATION, ADJUSTMENT OR DEFENSE OF CLAIMS FOR SUCH COMPENSATORY DAMAGES.

**SECTION B. GENERAL INSURANCE REQUIREMENTS**  
THE FOLLOWING REQUIREMENTS ARE APPLICABLE TO ALL INSURANCE COVERAGES REQUIRED DURING THE PERFORMANCE OF THE WORK, EXCEPT TO THE EXTENT OTHERWISE INDICATED:

1. **INSURER REQUIREMENTS**. ALL POLICIES OF INSURANCE SHALL BE PLACED WITH INSURERS ACCEPTABLE TO THE AUTHORITY/MTA. THE INSURANCE UNDERWRITER(S) MUST BE DULY LICENSED OR APPROVED SURPLUS LINES INSURER TO DO BUSINESS IN THE STATE WHERE THE WORK IS TO BE PERFORMED AND MUST HAVE A FINANCIAL RATING OF A-7/VII OR BETTER FROM THE MOST RECENT EDITION OF BEST'S KEY RATING GUIDE OR OTHERWISE SATISFACTORY TO THE AUTHORITY/MTA.  
2. **RIGHT TO REQUEST ADDITIONAL INSURANCE**. THE PERMITTEE SHALL INCREASE REQUIRED INSURANCE AMOUNTS UPON DIRECTION BY THE AUTHORITY/MTA.  
3. **ADDITIONAL INSURED**. ALL INSURANCE REQUIRED UNDER SECTION A (EXCEPT FOR WORKERS' COMPENSATION, PROFESSIONAL LIABILITY OR OTHERWISE NOTED), SHALL NAME THE PARTIES LISTED IN SECTION D AS ADDITIONAL INSURED AND SHALL INCLUDE THEIR RESPECTIVE SUBSIDIARY AND AFFILIATED COMPANIES, THEIR BOARDS OF DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (HEREINAFTER, COLLECTIVELY THE "ADDITIONAL INSURED"), FOR THE COMMERCIAL GENERAL LIABILITY INSURANCE. ADDITIONAL INSURED COVERAGE MUST BE PROVIDED ON ISO FORMS OR THEIR EQUIVALENT AT LEAST AS BROAD AS CG 20 26. NO OTHER GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT WILL BE ACCEPTED UNLESS APPROVED BY THE AUTHORITY/MTA.

4. **PRIMARY AND NON-CONTRIBUTORY**. EACH POLICY REQUIRED IN SECTION A, INCLUDING PRIMARY, EXCESS, AND/OR UMBRELLA, SHALL PROVIDE THAT THE INSURANCE PROVIDED TO THE ADDITIONAL INSURED IS PRIMARY AND NON-CONTRIBUTORY, SUCH THAT NO OTHER INSURANCE OR SELF-INSURED RETENTION CARRIED OR HELD BY THE AUTHORITY/MTA SHALL BE CALLED UPON TO CONTRIBUTE TO A LOSS COVERED BY THE NAMED INSURED.  
5. **WAIVER OF SUBROGATION**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AUTHORITY WILL REQUIRE ALL INSURANCE POLICIES REQUIRED IN SECTION A TO INCLUDE CLAUSES STATING EACH INSURER WILL WAIVE ALL RIGHTS OF RECOVERY. ALL WAIVERS PROVIDED HEREIN SHALL BE EFFECTIVE AS TO ANY INDIVIDUAL OR ENTITY EVEN IF SUCH INDIVIDUAL OR ENTITY (A) WOULD OTHERWISE HAVE: A DUTY OF INDEMNIFICATION, CONTRACTUAL OR OTHERWISE, OR (B) DID NOT PAY THE INSURANCE PREMIUM DIRECTLY OR INDIRECTLY, AND WHETHER OR NOT SUCH INDIVIDUAL OR ENTITY HAS AN INSURABLE INTEREST IN ANY PROPERTY DAMAGED.

6. **SELF-INSURED RETENTIONS**. NONE OF THE INSURANCE REQUIRED IN SECTION A SHALL BE SUBJECT TO ANY SELF-INSURED RETENTION GREATER THAN \$100,000 WITHOUT THE AUTHORITY/MTA WRITTEN APPROVAL.  
7. **SUBCONTRACT AGREEMENTS**. THE PERMITTEE SHALL BY APPROPRIATE WRITTEN AGREEMENTS FLOW DOWN THE REQUIREMENTS FOR (A) THE WAIVER OF SUBROGATION FOR ALL REQUIRED INSURANCE, (B) ADDITIONAL INSURED COVERAGE FOR ALL REQUIRED INSURANCE, AND (C) OTHER REQUIREMENTS OF THIS SECTION TO ALL TERS OF CONTRACTORS, FOR ALL INSURANCE REQUIRED OF SUCH CONTRACTORS BY THE PERMITTEE FOR THE WORK.  
8. **NO LIMITATION**. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS LIMITING IN ANY WAY THE EXTENT TO WHICH THE PERMITTEE MAY BE HELD RESPONSIBLE FOR PAYMENT OF DAMAGES RESULTING FROM THEIR OPERATIONS. THE PERMITTEE'S/CONTRACTOR'S OBLIGATIONS TO PROCURE INSURANCE ARE SEPARATE AND INDEPENDENT OF, AND SHALL NOT LIMIT THE PERMITTEE'S CONTRACTUAL INDEMNITY AND DEFENSE OBLIGATIONS. THE AUTHORITY/MTA DOES NOT REPRESENT THAT COVERAGES AND LIMITS REQUIRED IN THIS ENTRY PERMIT WILL NECESSARILY BE ADEQUATE TO PROTECT THE PERMITTEE.

9. **NOTICE OF CANCELLATION OR NON-RENEWAL**. THE PERMITTEE AGREES TO NOTIFY THE AUTHORITY/MTA THIRTY DAYS PRIOR TO ANY CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE TO ANY INSURANCE POLICIES REQUIRED IN SECTION A. NOTICE SHALL BE SENT ELECTRONICALLY TO THE CONTRACT-SPECIFIC EMAIL ADDRESS PROVIDED TO THE PERMITTEE VIA MTA CERTIFICATE OF INSURANCE MANAGEMENT SYSTEM (CMS) COMPLIANCE.  
10. **NOTICE OF OCCURRENCE**. THE PERMITTEE SHALL IMMEDIATELY FILE WITH THE AUTHORITY'S TORT DIVISION (WITH A COPY TO THE AUTHORITY'S ENGINEER), 130 LIVINGSTON STREET, 11TH FLOOR, BROOKLYN, NY 11201, A NOTICE OF ANY OCCURRENCE LIKELY TO RESULT IN A CLAIM AGAINST THE AUTHORITY/MTA, AND SHALL ALSO FILE WITH THE TORT DIVISION DETAILER WITHIN PROOF OF INTEREST AND LOSS WITH THE CLAIM. THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE PERMIT AGREEMENT/ENTRY PERMIT.

11. **INSURANCE NOT IN EFFECT**: IF AT ANY TIME DURING THE PERFORMANCE OF THE WORK, INSURANCE AS REQUIRED IS NOT IN EFFECT OR PROOF THEREOF IS NOT PROVIDED, THE AUTHORITY/MTA SHALL HAVE THE OPTIONS TO: (A) DIRECT THE PERMITTEE TO SUSPEND WORK OR OPERATION WITH NO ADDITIONAL COST OR EXTENSION OF TIME: DUE ON ACCOUNT THEREOF; OR (B) TERMINATE THE PERMISSION GRANTED TO THE PERMITTEE TO PERFORM THE WORK.

12. **CONFORMANCE TO LAW**. IF APPLICABLE LAW LIMITS THE ENFORCEABILITY OF ANY OF THE FOREGOING REQUIREMENTS, THE PERMITTEE SHALL BE REQUIRED TO COMPLY WITH THE FOREGOING REQUIREMENTS TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THE PROVISIONS OF INSURANCE SHALL BE LIMITED ONLY TO THE EXTENT REQUIRED TO CONFORM TO APPLICABLE LAW.

**SECTION C. EVIDENCE OF INSURANCE**  
1. **SUBMISSION OF INSURANCE**: THE PERMITTEE MUST SUBMIT EVIDENCE OF ALL REQUIRED INSURANCE TO THE MTA CAD EXTERNAL PARTNER PROGRAM VIA THE ASITE PORTAL. ADDITIONAL INFORMATION

AND INSTRUCTIONS CAN BE FOUND AT: <https://new.mta.info/agency/construction-and-development/building-near-transit/external-partner-program>.

**A. ACCEPTABLE FORMS OF INSURANCE:**  
- ACORD 25: CERTIFICATE OF INSURANCE  
- ACORD 855: NY CONSTRUCTION CERTIFICATE OF LIABILITY ADDENDUM  
- ACORD 28: CERTIFICATE OF COMMERCIAL PROPERTY INSURANCE  
- ACORD BINDER OR INSURANCE POLICY  
- WORKERS' COMPENSATION (ALTERNATIVE OPTIONS):  
- C-105-2 - CERTIFICATE OF WORKERS' COMPENSATION INSURANCE; OR U-26.3 - CERTIFICATE OF WORKERS' COMPENSATION FROM THE STATE INSURANCE FUND; OR GS-105/51-12 - CERTIFICATE OF WORKERS' COMPENSATION SELF INSURANCE; OR E-200 - ATTESTATION OF EXEMPTION WHEN CONTRACTOR MEETS THE REQUIREMENTS (E.G.) SOLE PROPRIETOR

**B. CERTIFICATE OF INSURANCE** - THE FOLLOWING MINIMUM DETAILS MUST BE REFERENCED ON THE CERTIFICATE:  
- POLICY COVERAGE DETAILS (E.G.) POLICY TERM, PER OCCURRENCE/PER PROJECT; LIMITS/SUBLIMITS, AGGREGATE LIMITS, DEDUCTIBLES, SELF-INSURED RETENTIONS, AND INSURANCE CARRIER NAME AND CORRESPONDING NAIC #  
- CONTRACT IDENTIFIER (E.G.) CONTRACT #, RFP #, OR ENTRY PERMIT #  
- LOCATION AND DESCRIPTION OF WORK  
- INDEMNIFIED PARTIES AS AN ADDITIONAL INSURED INCLUDING PRIMARY AND NONCONTRIBUTORY COVERAGE AND WAIVER OF SUBROGATION IN FAVOR OF THE AUTHORITY/MTA  
- CERTIFICATE HOLDER MUST LIST THE AUTHORITY/MTA NAME AND ADDRESS  
- CERTIFICATE OF INSURANCE MUST BE SIGNED BY AN AUTHORIZED INSURANCE REPRESENTATIVE

**C. ENDORSEMENTS (WHERE APPLICABLE):**  
- GENERAL LIABILITY ADDITIONAL INSURED (CG 20 26)  
- WAIVER OF SUBROGATION (MOST RECENT MC90/SO OR EQUIVALENT AS APPLICABLE)  
- GENERAL LIABILITY - PER PROJECT AGGREGATE, WHERE APPLICABLE  
- GENERAL LIABILITY - INDEMNIFIED PARTY  
- AUTOMOBILE LIABILITY - MCS 90 AND CA 99 48  
- CONTRACTOR'S POLLUTION - NON-OWNED DISPOSAL SITE AND TRANSPORTATION COVERAGE  
- WAIVER OF SUBROGATION (MOST RECENT MC90/SO OR EQUIVALENT AS APPLICABLE)  
- JOINT VENTURE (JV) - IF THE CONTRACTOR/CONSULTANT IS A JOINT VENTURE, GENERAL LIABILITY INSURANCE MUST BE PROVIDED IN THE NAME OF THE JOINT VENTURE. ALTERNATIVELY, A NAMED INSURED ENDORSEMENT LISTING THE JOINT VENTURE MAY BE ACCEPTED.

**D. INSURANCE BINDER POLICY** (APPLICABLE TO RAILROAD PROTECTIVE LIABILITY AND SUBURBS RISK/INSTALLATION FLOATER). IF A POLICY IS NOT SUBMITTED, THE INSURANCE BINDER MUST INCLUDE THE FOLLOWING MINIMUM DETAILS:  
- POLICY COVERAGES AND DETAILS (E.G.) POLICY TERM, LIMITS/SUB-LIMITS, AGGREGATE LIMITS, DEDUCTIBLES, SELF-INSURED RETENTIONS, INSURANCE CARRIER NAME AND APPLICABLE NAIC #  
- CONTRACT NUMBER OR ENTRY PERMIT NUMBER, DESIGNATED CONTRACTOR, LOCATION AND DESCRIPTION OF WORK  
- INDEMNIFIED PARTIES AS EITHER A NAMED INSURED OR ADDITIONAL NAMED INSURED  
- BINDER MUST BE ISSUED AND SIGNED BY THE AUTHORIZED INSURANCE COMPANY OR THEIR AUTHORIZED INSURANCE AGENT  
- BINDER MAY BE ACCEPTED PENDING ISSUANCE OF THE POLICY. POLICY MUST BE SUBMITTED WITHIN 30 DAYS FROM BINDER EFFECTIVE DATE.

2. **INSURANCE COMPLIANCE**: THE PERMITTEE WILL BE NOTIFIED WHEN INSURANCE IS COMPLIANT THROUGH THE ASSIGNED "CONTRACT SPECIFIC" EMAIL ADDRESS VIA THE MTA CERTIFICATE OF INSURANCE MANAGEMENT SYSTEM (CMS) COMPLIANCE.

3. **RENEWAL INSURANCE**: THE PERMITTEE WILL BE NOTIFIED VIA CMS TWO (2) WEEKS PRIOR TO THE EXPIRATION OF THEIR INSURANCE AND SHALL ENDEAVOR TO PROVIDE RENEWAL OR REPLACEMENT POLICIES OF INSURANCE WITH TERMS AND CONDITIONS NO LESS FAVORABLE THAN THE EXPIRING COVERAGES. THE PERMITTEE MUST SUBMIT EVIDENCE OF RENEWAL/INSURANCE USING THE "CONTRACT SPECIFIC" EMAIL ADDRESS ASSIGNED TO THIS AGREEMENT.

**DO NOT USE THE ASSIGNED "CONTRACT SPECIFIC" EMAIL ADDRESS FOR OTHER AGREEMENTS. EACH INSURANCE SUBMISSION MUST BE SENT SEPARATELY AND MAY NOT BE COMBINED WITH OTHER AGREEMENTS.**

4. **FAILURE OF THE AUTHORITY/MTA TO DEMAND SUCH COIS OR OTHER EVIDENCE OF FULL COMPLIANCE WITH THESE INSURANCE REQUIREMENTS, OR FAILURE OF THE AUTHORITY/MTA TO IDENTIFY A DEFICIENCY FROM EVIDENCE PROVIDED, WILL NOT BE CONSTRUED AS A WAIVER OF THE PERMITTEE'S OBLIGATION TO MAINTAIN SUCH INSURANCE. THE AUTHORITY/MTA ACCEPTANCE OF ANY COI EVIDENCING THE REQUIRED COVERAGES AND LIMITS DOES NOT CONSTITUTE APPROVAL OR AGREEMENT BY THE AUTHORITY/MTA THAT THE INSURANCE REQUIREMENTS HAVE BEEN MET OR THAT THE INSURANCE POLICIES SHOWN IN THE COI ARE IN COMPLIANCE WITH THE REQUIREMENTS.**

5. **THE AUTHORITY/MTA HAS THE RIGHT, BUT NOT THE OBLIGATION, OF PROHIBITING THE PERMITTEE FROM ENTERING THE AUTHORITY PROPERTY UNTIL THE AUTHORITY/MTA RECEIVES ALL COIS OR OTHER EVIDENCE THAT INSURANCE HAS BEEN PLACED IN COMPLETE COMPLIANCE WITH THESE REQUIREMENTS.**

**SECTION D. REQUIRED ADDITIONAL INSURED/INDEMNIFIED PARTIES**  
THE NEW YORK CITY TRANSIT AUTHORITY ("NYCT"), THE MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY ("MBSTOA"), THE STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY ("SIRITA"), THE METROPOLITAN TRANSPORTATION AUTHORITY ("MTA") INCLUDING ITS SUBSIDIARIES AND AFFILIATES, MTA CONSTRUCTION & DEVELOPMENT COMPANY ("MTA C&D"), MTA BUS COMPANY ("MTA BUS"), AND THE CITY OF NEW YORK ("CITY" AS OWNER) AND THE RESPECTIVE AFFILIATES AND SUBSIDIARIES EXISTING CURRENTLY OR IN THE FUTURE OF AND SUCCESSORS TO EACH INDEMNIFIED PARTIES LISTED HEREIN.

#### GUIDELINES FOR SUBMISSION OF INSURANCE

1. **INSURANCE REQUIREMENTS:**  
REFER TO YOUR AGREEMENT FOR REQUIRED INSURANCE COVERAGES, LIMITS, AND ENDORSEMENTS AND REVIEW WITH YOUR AUTHORIZED INSURANCE BROKER FOR COMPLIANCE.

2. **ACCEPTABLE FORMS OF INSURANCE:**  
- ACORD 25: CERTIFICATE OF INSURANCE  
- ACORD 855: NY CONSTRUCTION CERTIFICATE OF LIABILITY ADDENDUM  
- ACORD 28: CERTIFICATE OF COMMERCIAL PROPERTY INSURANCE  
- ACORD BINDER OR INSURANCE POLICY  
- WORKERS' COMPENSATION (ALTERNATIVE OPTIONS):  
- C-105-2 - CERTIFICATE OF WORKERS' COMPENSATION INSURANCE; OR  
- U-26.3 - CERTIFICATE OF WORKERS' COMPENSATION FROM THE STATE INSURANCE FUND; OR  
- GS-105/51-12 - CERTIFICATE OF WORKERS' COMPENSATION SELF INSURANCE; OR  
- CE-200 - ATTESTATION OF EXEMPTION WHEN CONTRACTOR MEETS THE REQUIREMENTS (E.G.) SOLE PROPRIETOR

3. **CERTIFICATE OF INSURANCE MUST INCLUDE AT A MINIMUM:**  
- POLICY COVERAGE DETAILS (E.G.) POLICY TERM, PER OCCURRENCE/PER PROJECT; LIMITS/SUB-LIMITS, AGGREGATE LIMITS, DEDUCTIBLES, SELF-INSURED RETENTIONS, AND INSURANCE CARRIER NAME AND CORRESPONDING NAIC #  
- CONTRACT IDENTIFIER (E.G.) CONTRACT #, RFP #, OR ENTRY PERMIT #  
- LOCATION AND DESCRIPTION OF WORK  
- INDEMNIFIED PARTIES AS AN ADDITIONAL INSURED INCLUDING PRIMARY AND NONCONTRIBUTORY COVERAGE AND WAIVER OF SUBROGATION IN FAVOR OF THE MTAAGENCY  
- CERTIFICATE HOLDER MUST LIST THE MTA AGENCY'S NAME AND ADDRESS  
- CERTIFICATE OF INSURANCE MUST BE SIGNED BY AN AUTHORIZED INSURANCE REPRESENTATIVE

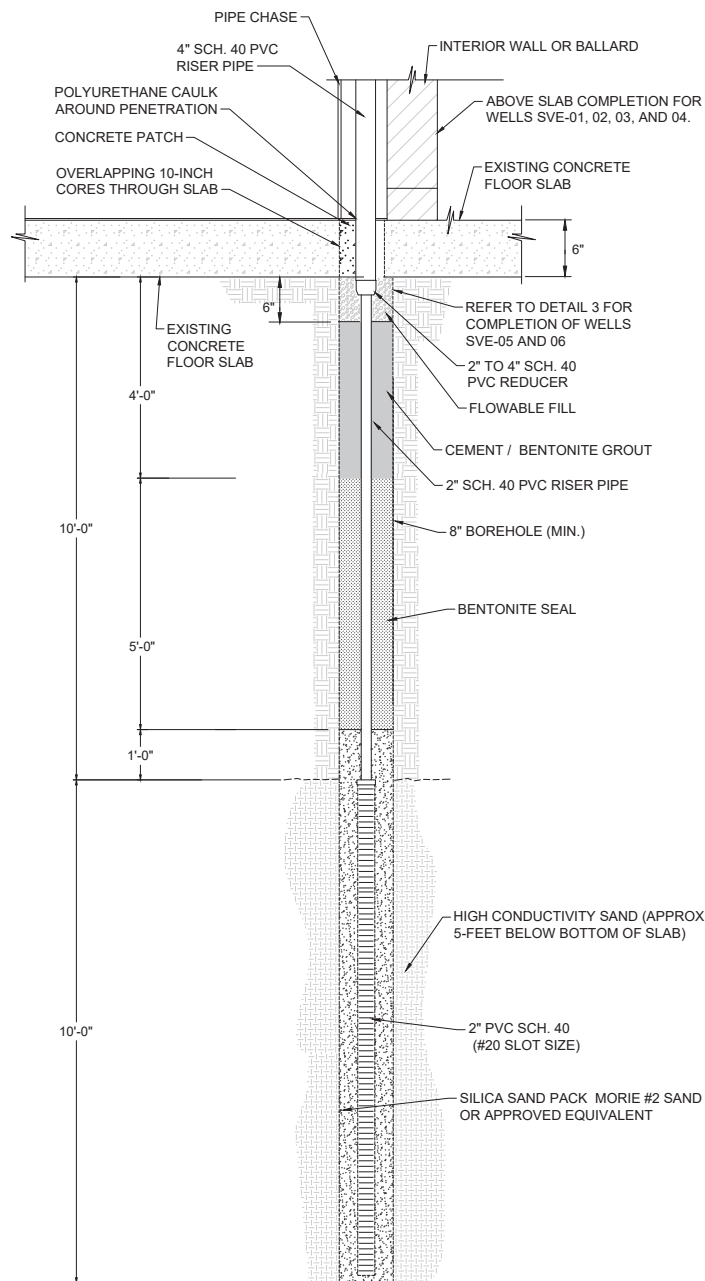
4. **INSURANCE BINDER / POLICY MUST INCLUDE AT A MINIMUM:**  
- POLICY COVERAGE DETAILS (E.G.) POLICY TERM, PER OCCURRENCE/PER PROJECT; LIMITS/SUBLIMITS, AGGREGATE LIMITS, DEDUCTIBLES, SELF-INSURED RETENTIONS, INSURANCE CARRIER NAME AND APPLICABLE NAIC #  
- CONTRACT NUMBER OR ENTRY PERMIT NUMBER; DESIGNATED CONTRACTOR; LOCATION AND DESCRIPTION OF WORK  
- INDEMNIFIED PARTIES AS EITHER A NAMED INSURED OR ADDITIONAL NAMED INSURED  
- BINDER MUST BE ISSUED AND SIGNED BY THE AUTHORIZED INSURANCE COMPANY OR THEIR AUTHORIZED INSURANCE AGENT

5. **SUBMISSION OF INSURANCE:**  
(EVIDENCE OF ALL REQUIRED INSURANCE MUST BE SENT TO YOUR AGENCY OR PROCUREMENT REPRESENTATIVE)  
- ACORD CERTIFICATE OF INSURANCE  
- ADDITIONAL INSURED ENDORSEMENTS (E.G.) CG 20 26  
- PRIMARY AND NON-CONTRIBUTORY ENDORSEMENTS  
- WAIVER OF SUBROGATION ENDORSEMENTS  
- ENVIRONMENTAL ENDORSEMENTS (E.G.) CG 90 AND CA 99 48, OR NODS, WHEN APPLICABLE  
- INSURANCE POLICY - A BINDER MAY BE ACCEPTED PENDING ISSUANCE OF THE POLICY. POLICY MUST BE SUBMITTED WITHIN 30 DAYS FROM BINDER EFFECTIVE DATE.  
- JOINT VENTURE (JV) - IF THE CONTRACTOR/CONSULTANT IS A JOINT VENTURE, GENERAL LIABILITY INSURANCE MUST BE PROVIDED IN THE NAME OF THE JOINT VENTURE. ALTERNATIVELY, A NAMED INSURED ENDORSEMENT LISTING THE JOINT VENTURE MAY BE ACCEPTED.

6. **INSURANCE COMPLIANCE:**  
THE PERMITTEE WILL BE NOTIFIED WHEN INSURANCE IS COMPLIANT THROUGH THE ASSIGNED "CONTRACT SPECIFIC" EMAIL ADDRESS.

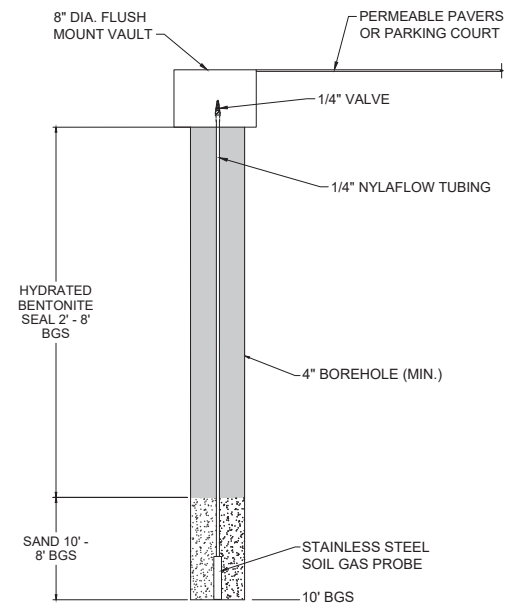
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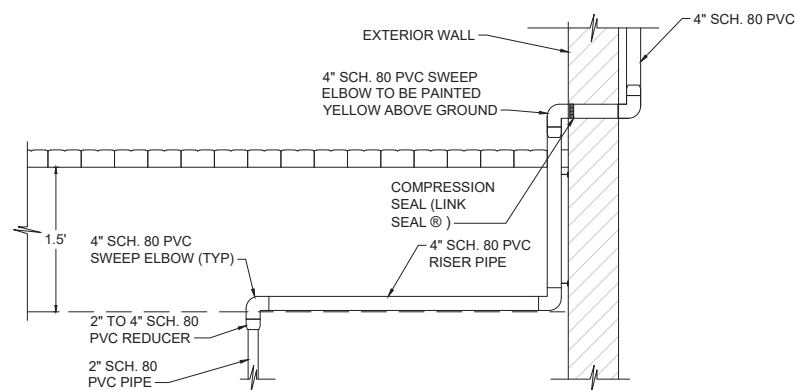
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3 DETAIL  
V-300 SVE WELL PIPING - SVE-05 AND SVE-06  
SCALE: NTS

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Brooklyn, NY 11207  
NYSDEC SITE  
# 224352

**CLIENT:**  
ELDERSERVE / RIVERSPRING Healthcare  
80 West 225th Street Bronx, NY 10463

**ENVIRONMENTAL:**  
B&B ENGINEERS AND GEOLOGISTS OF NEW YORK, P.C.  
289 GREAT ROAD, SUITE 202  
ACTON, MASSACHUSETTS 01720 USA

RA / PE SEAL &amp; SIGNATURE:



LICENSE NO.: 103910

JOB NO : MEM2083-07

05/03/2023

DOB BSCAN STICKER:

	REVISION:	DATE:
0	ISSUE FOR REVIEW	10/26/2022
1	FOR BIDDING PURPOSES	12/14/2022

[illegible]

NOT FOR CONSTRUCTION

DRAWING TITLE:

## DETAILS I

SCALE: AS NOTED

DRAWING NO:

V-400

DATE: DECEMBER

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