



Request for Expressions of Interest

Adaptive Reuse of the LIRR Montauk Cutoff



Purpose and Intent

The Long Island Rail Road (the “LIRR”), a subsidiary of the Metropolitan Transportation Authority (the “MTA”), is in the process of decommissioning an approximately 1/3 mile-long elevated rail road right-of-way called the Montauk Cutoff. The original purpose of the Montauk Cutoff was to connect the LIRR’s Lower Montauk Branch, which runs along the Newtown Creek, to the Sunnyside and Arch Street Yards to the north. The Montauk Cutoff is no longer needed for current operations, and there is no operational need for it contemplated in the near future. However, the MTA wishes to preserve this right-of-way in the event it may be needed for operational purposes at some future date.

The purpose of this Request for Expressions of Interest (“RFEI”) is to explore the possibility of preserving the Montauk Cutoff right-of-way through leasing or otherwise conveying it to a third party for adaptive reuse if or until such time as it is once again needed for transportation use. Through this RFEI the MTA wishes to identify a range of potential uses for the Montauk Cutoff and to identify possible entities and individuals interested in pursuing an adaptive reuse concept for the Montauk Cutoff.

Specifically, the MTA is seeking expressions of interest from businesses, nonprofits, community groups, and individuals with innovative adaptive reuse concepts, and detailed implementation and operating plans for those concepts. These concepts can include, but are not limited to, public open space, urban farming, or museum or sculpture garden space.

The MTA may use the responses and recommendations generated by this RFEI process to inform a future Request for Proposals (“RFP”) process that would offer some form of property interest in the Montauk Cutoff, subject to certain conditions and requirements. The nature of that property interest, as well as the conditions and requirements, have yet to be determined but would be informed by this RFEI process. However, the MTA cannot guarantee that such a RFP will result from this process.

Background

Until recently, the Montauk Cutoff served to connect freight trains running on the LIRR Lower Montauk branch to the Arch Street Freight Yard on Jackson Avenue. In 2014 LIRR and its freight rail contractor, the New York & Atlantic Railway, began the process of relocating its freight customers to the newly-rehabilitated Wheelspur Yard, located along the Lower Montauk adjacent to the Newtown Creek.

With the completion of the relocation in early 2015, the Montauk Cutoff is no longer needed for any current or planned railroad purpose. As a right-of-way connection between the LIRR Lower Montauk Branch and the Sunnyside Yard, however, it is conceivable that the Montauk Cutoff may be required for future transportation needs. A sale or permanent disposition of the Montauk Cutoff may disadvantage MTA in the future, and leaving it vacant may invite encroachments and blight. As a result, the MTA wishes to investigate adaptive reuse concepts to preserve the right-of-way for potential future use.

Property Information

[Property Overview](#)

The portion of the Montauk Cutoff under consideration in this RFIE is an elevated railroad right-of-way containing two sets of railroad tracks on a raised embankment approximately 16 feet above street grade. It also includes a portion of a former railroad spur that branches off from the embankment near Skillman Avenue and ramps down to street grade at the corner of Skillman Avenue and Person Place.

The Montauk Cutoff consist of five parcels of land connected by four street bridges at 49th Avenue, 50th Avenue, 51st Avenue, and Borden Avenue. Taken together, the Montauk Cutoff comprises approximately 4.2 acres of land over a distance of approximately 1,860 feet, or 0.35 miles. The land parcels are shown together in Image 1, below.



Image 1: The five land parcels of the Montauk Cutoff

[Current Uses](#)

Although the Montauk Cutoff is no longer being used for railroad purposes MTA maintains some ancillary uses throughout the site. A community garden group is using the former rail spur occupying a portion of Block 100 Lot 2 at the intersection of Skillman Avenue and Pearson Place pursuant to a year-to-year license agreement. There are also ten advertising billboards located on the embankment and retaining wall of the right-of-way, described in more detail below. Adaptive reuse concepts for the Montauk Cutoff should assume that this advertising will remain in place.

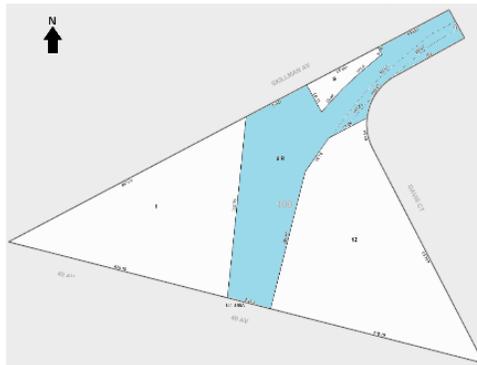
Bridges

There are four street bridges located within the Montauk Cutoff right-of-way that span 49th Avenue, 50th Avenue, 51st Avenue, and Borden Avenue. Any adaptive reuse of the Montauk Cutoff must include the maintenance and upkeep of these bridges, in coordination with LIRR. Uses that involve running vehicles or placing heavy loads on these bridges will not be considered.

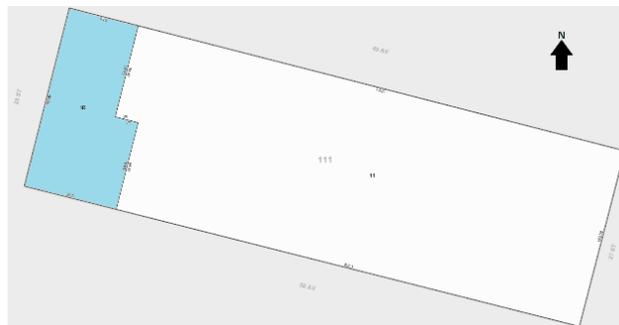
Individual Land Parcels

Information about each of the individual land parcels are as follow:

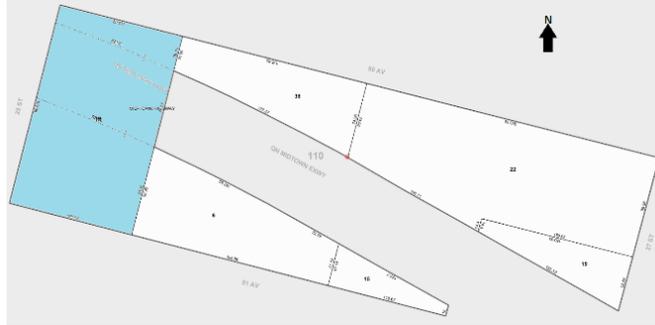
- Queens Block 100 Lot 2
 - *Land area:* 99,968 square feet (2.3± acres)
 - *Zoning district:* M1-4
 - *Existing Users:* A community garden occupies the northeastern portion of this parcel.
 - *Advertising:* one billboard located at the foot of the embankment on the NW corner, two billboards at the foot of the embankment on the SW corner.



- Queens Block 111 Lot 1:
 - *Land area:* 18,711 square feet (0.43± acres)
 - *Zoning district:* M1-4
 - *Advertising:* two billboards at the foot of the embankment on the NE corner, one mounted sign on the retaining wall on the NW corner, one billboard on the SE corner.



- Queens Block 110 Lot 1:
 - *Land area:* 24,969 square feet (0.57± acres)
 - *Zoning district:* M3-2
 - *Advertising:* one billboard located at the base of the embankment on the SW corner.



- **Queens Block 109 Lot 3:**

- *Land area:* 18,000 square feet (0.41± acres)
- *Zoning district:* M3-2
- *Advertising:* one billboard located at the top of the embankment on the SE corner



- **Queens Block 68 Lot 74:** approximately

- *Land area:* 19,850 square feet (0.46± acres)
- *Zoning district:* M3-2
- *Advertising:* one billboard located at the base of the embankment on the NE corner.



Use Guidelines

Considerations

In developing adaptive reuse plans, the following considerations should be addressed:

- Access: The Montauk Cutoff consists of a railroad embankment largely elevated above street grade. Adaptive reuse proposals should allow for the addition of new access points throughout the length of the right-of-way, as required by the use.
- Utilities: There are no utilities currently serving the Montauk Cutoff. Any adaptive reuse plan requiring electricity, water, sewer, or gas provide for bringing those utilities to the site.
- Site Maintenance: Any adaptive reuse must provide for the maintenance and upkeep of the site, including but not limited to site protection, landscaping, and snow and litter removal.
- Bridge Maintenance and Protection: Any adaptive reuse proposal must provide for the maintenance of the street bridges, including repairing any corrosion, spalling and defacement that might occur. It must also provide for bridge safety and street protection measures appropriate to the proposed use.
- Insurance: Any agreement between LIRR and a user will require the user to provide evidence of insurance with general liability limits of up to \$5 million. A sample of MTA's insurance requirements are attached hereto as Exhibit A.

Submission Requirements

Respondents to this RFEI must submit the following information:

- *Adaptive Reuse Concept Plan*: Describe in detail the proposed adaptive reuse for the Montauk Cutoff. The following information should be included:
 - The full range of uses and activities contemplated, and whether they are commercial, non-profit, or community benefit in nature;
 - The people and/or entities that would play significant roles in the reuse concept;
 - The types of users who would be utilizing the site (ie. volunteers, employees or members of a private entity, the general public, etc.); and
 - Site plans and detailed renderings.
- *Implementation Plan*: Describe in detail the improvements required to realize and implement the adaptive reuse concept. Provide an itemized budget and a sources and uses statement showing the cost associated with implementing the adaptive reuse concept, where those funds would come from, and how they would be spent. Include a work schedule that outlines each step of the implementation process and the length of time associated with each.
- *Operating Plan*: Describe how the site would be used once the proposed adaptive reuse is fully implemented and in place. Include a hypothetical operating budget that itemizes annual operating expenses and describes the sources of operating funding. Include a staffing plan showing the job titles and number of hours per week required for the proposed adaptive reuse.

Site Visit & Information Session

There will be a site visit on Friday, October 16, 2015, at 10:00 AM. To RSVP for the site visit please email John Coyne at jcoyne@mtahq.org no later than 5:00 PM on Monday, October 12, 2015. Only individuals who have RSVP'd for the site visit and have received confirmation will be able to attend.

RFEI Deadline

Responses to this RFEI must be received by or before Friday, February 26, 2016, by 5:00 PM.

Exhibit A

Insurance Requirements

I. General Insurance Requirements.

Policies must be written in accordance with the following requirements:

1. All of the insurance required by this Lease shall be written by companies with an A.M. Best Company rating of A-, VII or better and approved by Landlord.
2. Be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed without at least 30 days prior written notice to Landlord.
3. State or be endorsed to provide that the coverage afforded under Tenant's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to Landlord, and also that Tenant's policies, primary and excess, must be exhausted before implicating any Landlord policy available.
4. Tenant's policies shall state or be endorsed to provide that, if its contractor's policy contains any provision that may adversely affect whether Tenant's policies are primary and must be exhausted before implicating any Landlord policy available, Tenant's and Tenant contractor's` policies shall nevertheless be primary and must be exhausted before implicating any Landlord policy available.
5. Policies written on a "claims-made" basis are not acceptable.
6. Tenant shall endeavor to provide evidence of renewal or replacement insurance with the same terms and conditions as required in the agreement at least 2 weeks prior to the expiration date.
7. All such insurance may contain deductibles or self-insured retentions of not more than \$100,000 unless approved by Landlord. Tenant shall be responsible for all claim expense and loss payments within the deductible or self-insured retention on the same basis as would be the case if commercial insurance was available for the loss.
8. All references to the required forms shall comply with the Insurance Services Office, Inc. ("ISO") or its equivalent approved by the Insurance Department of the State of New York.

II. Tenant's Insurance.

Tenant shall procure at its sole cost and expense policies of insurance to be in force and maintained at all times during the term of this Lease in accordance with the terms set forth below:

1. Workers' Compensation (including Employer's Liability Insurance with limits of not less than \$1,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State.
2. Commercial General Liability (I.S.O. 2001 Form or equivalent approved by LIRR) in Tenant's name with limits of liability in the amount of not less than \$10,000,000 each occurrence/\$10,000,000 General Aggregate Limit (other than products-completed operations)/\$10,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract

amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to “drop down” to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any LIRR/MTA policy available.

Such policy should be written on an occurrence form, and shall include:

- (a) Contractual coverage for liability assumed by the Contractor under this agreement;
 - (b) Personal and Advertising Injury Coverage;
 - (c) Products-Completed Operations;
 - (d) Independent Contractors Coverage;
 - (e) Liquor Liability Coverage where necessary;
 - (f) "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
 - (g) Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
 - (h) Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be removed in this respect; and
 - (i) Additional Insured Endorsement (I.S.O. Form CG 20 11 01 96 version or equivalent approved by the LIRR) naming the Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable).
3. Business Automobile Liability - (I.S.O. Form CA 00 01 10 01 or equivalent approved by LIRR/MTA) in Tenant’s name with limits of liability in the amount of at least \$1,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
4. Property including flood and earthquake, providing all risk coverage for physical damage or destruction to property with limits of not less than the full replacement cost of LIRR/MTA property and/or fixtures. The policy form must be approved and written in the name of LIRR/MTA. If Tenant insures the above property under its Blanket All Risk Property Policy, the policy must be endorsed to include LIRR/MTA including its subsidiaries and Affiliates as Additional Named Insureds and Loss Payees. The endorsement must also include the statement that “losses are to be adjusted with LIRR/MTA as its interest may appear.”
5. Pollution Legal Liability The Tenant shall maintain or cause to be maintained pollution legal liability which includes coverage for third party bodily injury and property damage liability, including remediation and clean-up costs, underground storage tanks, transportation, and non-owned disposal site, with limits of liability of not less \$10,000,000 per incident naming the following as additional insureds, with a copy of said endorsement submitted to LIRR/MTA: The LIRR and Metropolitan Transportation Authority. Such insurance shall cover sudden and gradual pollution event. Additionally, coverage shall be maintained in 1 of the following ways:
- (a) A stand-alone policy;
 - (b) If coverage is not provided under a stand-alone policy, but is included in either an Environmental Package policy and/or a Contractors Pollution Liability policy, a Non-

Owned Disposal Site endorsement may be provided listing the Indemnitees referenced above as additional insureds, or;

- (c) The contractor may also designate the disposal site, and provide a certificate of insurance from the disposal facility naming the above referenced Indemnitees as additional insureds.

III. Contractor's Insurance.

Tenant's Contractor shall procure at its sole cost and expense policies of insurance to be in force and maintained at all times during the construction, installation or alteration work in accordance with the terms set forth below:

1. Workers' Compensation including Employer's Liability Insurance with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State.
2. Commercial General Liability (I.S.O. 2001 Form or equivalent approved by LIRR) in the Contractor's name with limits of liability in the amount of not less than \$10,000,000 each occurrence/\$10,000,000 General Aggregate Limit (other than products-completed operations)/\$10,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any LIRR/MTA policy available. Such policy should be written on an occurrence form, and shall include:
 - (a) Contractual coverage for liability assumed by the Contractor under this agreement;
 - (b) Personal and Advertising Injury Coverage;
 - (c) Products-Completed Operations;
 - (d) Independent Contractors Coverage;
 - (e) "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
 - (f) Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
 - (g) Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be removed in this respect; and
 - (h) Additional Insured Endorsement (I.S.O. Form CG 20 10 11 85 [Form B] version or equivalent approved by the LIRR) naming the Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable).
3. Business Automobile Liability - (I.S.O. Form CA 00 01 10 01 or equivalent approved by the LIRR) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor

vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment.

4. Railroad Protective Liability (ISO-RIMA or equivalent form approved by the LIRR/MTA, 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:
 - (a) The following are the "Named Insureds" for this coverage: Indemnitees Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) including its subsidiaries and Affiliates, and the City of New York (as Owner & Atlantic Railway Company (when applicable).
 - (b) The limit of liability shall be at least \$2,000,000 each occurrence, subject to a \$6,000,000 annual aggregate;
 - (c) Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA).
 - (d) Indicate the Name of the Contractor to perform the work, location and description of work, and Lease agreement number.
 - (e) Evidence of Railroad Protective Liability Insurance must be provided in the form of a Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Policy, which must be provided within 30 days of the Binder effective date.

5. Builder's Risk/Installation Floater:
 - (a) The Contractor shall furnish evidence to the LIRR/MTA that it carries primary coverage for Builder's Risk/Installation Floater on an all-risk completed value form in an amount equal to the total contract price. The insurance shall cover any and all real and personal property owned, used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly.
 - (b) The policy shall also include coverage for machinery, supplies and equipment, and other personal property of any kind owned, rented or in the care, custody and control of the Contractor, and its subcontractors to be incorporated in the building, erection, assembly and installation of the project. Said policy shall remain in force until the construction is completed and accepted.
 - (c) The policy shall provide that:
 - (i) Any requirement for co-insurance must be removed;
 - (ii) In the event the policy has a deductible, such deductible amount shall not exceed \$250,000 except with the express permission of the LIRR/MTA;
 - (iii) Said Policy is to be written with Contractor as First Named Insured and the LIRR/MTA as Additional Named Insured and Loss Payee. Said policy shall be endorsed to provide that "all premium considerations are the sole responsibility of the First Named Insured/Contractor;
 - (iv) Policy shall be endorsed to provide that "all premium considerations are the sole responsibility of the Contractor;"

- (v) Losses are to be adjusted with the LIRR/MTA; and
- (vi) Evidence of coverage requires submission of a policy. However, a temporary binder may be accepted pending issuance of the policy.

6. **Contractor Pollution Liability:** In the case of a contract involving environmentally regulated substances or hazardous material exposure(s), the Contractor shall provide Contractor's Pollution Liability Insurance with respect to the work and activities of the Contractor or its Subcontractors, including but not limited to handling, transporting or disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense. This insurance shall have limits of liability specifically written for this contract in the amount of not less than \$10,000,000 per occurrence, which include coverage for (i) environmental impairment liability; (ii) third party bodily injury; (iii) property damage liability (including remediation and clean-up costs); and (iv) \$10,000,000 coverage after the Design & Construct Work Completion Date for completed operations; and with an extended reporting period for the Project specific Contractors' Pollution Liability insurance. The Contractor shall comply with all federal, state, and/or local laws, rules and regulations and shall obtain any additional coverages required by federal, state, or local government agencies. The Contractor's Pollution Liability Insurance shall be in effect from the time the LIRR permits the work relating to the Hazardous Substances or other environmentally regulated substances and materials to begin through the completion of the work.

- (a) This insurance shall name the following entities as additional insured's: Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable).
- (b) This insurance may be supplied by the Subcontractor performing the Work, if the Contractor is not performing any of the relevant Work and providing all applicable additional insureds are named.
- (c) The Contractor or its Sub-contractor performing the Work shall obtain all permits, licenses and other forms or documentation which are required and forward them to the Project Engineer. The insurance shall be submitted to MTA Risk and Insurance Management Department pursuant to requirements referenced in the Insurance Article.
- (d) In the event that the Contractor or its Subcontractors transports from the Site hazardous substances or any other environmentally regulated substance that requires a governmentally regulated manifest, the **MCS-90 Endorsements** shall be attached to the auto liability policy. The CA9948 03/06 endorsement or equivalent is also required if transporting to a site outside of NYS and/or the contractor is domiciled in a state other than New York State. Both shall be furnished on a primary basis with limits of liability of at least \$10,000,000 per occurrence providing coverage for bodily injury or property damage including liability for environmental restoration resulting from negligence in the operation, maintenance or use of any motor vehicle involved in the transportation of hazardous substances or any other environmentally regulated substance as required pursuant to any federal, state or local laws, rules and regulations. **A copy of each endorsement, if applicable, shall**

be submitted for review as part of the insurance submission showing the \$10,000,000 limits.

(e) Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the work should be provided to the LIRR.

7. Pollution Legal Liability (Non-Owned Disposal Site Coverage): If the project activities include the disposal of waste or other hazardous substance from the work site, the Contractor shall maintain or cause to be maintained pollution legal liability which includes coverage for third party bodily injury and property damage liability, including remediation and clean-up costs, and underground storage tanks with limits of liability of not less than \$10,000,000 per incident naming the following as additional insureds, with a copy of said endorsement submitted to LIRR/MTA: The LIRR and Metropolitan Transportation Authority.

Additionally, coverage shall be maintained in 1 of the following ways:

- A stand-alone policy;
- If coverage is not provided under a stand-alone policy, but is included in either an Environmental Package policy and/or a Contractors Pollution Liability policy, a Non-Owned Disposal Site endorsement may be provided listing the Indemnitees referenced above as additional insureds, or;
- The contractor may also designate the disposal site, and provide a certificate of insurance from the disposal facility naming the above referenced Indemnitees as additional insureds.

IV. Insurance Submission Requirements

Tenant shall furnish evidence of all policies prior to occupancy or start of any work to:

THE LONG ISLAND RAIL ROAD COMPANY
c/o MTA - Real Estate Department
347 Madison Avenue, 8th floor
New York, New York 10017
Attention: Tenant Management Unit

Certificates of insurance may be supplied as evidence of such aforementioned policies; however, if requested by Landlord, Tenant shall deliver to Landlord within 45 days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a certificate of insurance is submitted it must: (1) be provided on the LIRR/MTA Certificate of Insurance Form; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sub-limit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein. Tenant must provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 11 01 96 version or equivalent), as applicable and the endorsement(s) must include the policy number(s); (5) reference the Lease number on the-certificate; and (6) expressly reference the inclusion of all required endorsements.

V. No Limit on Tenant's Liability:

The minimum amounts of insurance required in this agreement shall not be construed to limit the extent of Tenant's liability under this Agreement.

VI. Right to Request Additional Insurance:

Tenant further agrees to provide, at Tenant's sole cost and expense, such increased or expanded insurance coverage as Landlord may, from time to time, deem appropriate.

VII. Waiver of Subrogation:

Tenant shall secure an appropriate clause in, or endorsement upon, each insurance policy obtained by and covering or applicable to the Premises or the personal property, fixtures and equipment located therein, pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to LIRR/MTA and their agents and employees. Tenant hereby releases LIRR/MTA and their agents and employees in respect of any claim (including a claim for negligence) which it might otherwise have against LIRR/MTA or their agents or employees for loss, damage, or destruction with respect to Tenant's property by fire or other casualty occurring during the term of this Agreement.

VIII. Blanket and/or Master Policies:

The insurance required to be carried by Tenant pursuant to the provisions of this Agreement may, at Tenant's option, be effected by so-called "blanket", "wrap-up" and/or "master" policies issued to Tenant and/or its affiliates covering the Premises and other properties owned or leased by Tenant or its affiliates, provided such policies (a) otherwise comply with the provisions of this Agreement and (b) by endorsement, allocate to the Premises the specified coverage and limits of coverage herein required for all insureds required to be named as insureds hereunder.

IX. Suspension of Work / Event of Default:

If, at any time during the period of this License Agreement, insurance as required is not in effect, or proof thereof is not provided to Landlord, Landlord without any liability to Tenant shall have the option to: (i) direct Tenant to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default; and Landlord may, at its option immediately terminate this Agreement, and in such event, all the rights and privileges of Tenant hereunder shall thereupon immediately cease and terminate.