

Permit No.

Permit Description:

INSURANCE

At all times during the life of this Permit, or as may further be required by this Permit, Permittee at its own cost and expense, shall provide the insurance specified as follows:

1. Evidence Required

At or before execution of this Permit, Permittee shall provide District with a certificate of insurance executed by an authorized representative of the insurer(s) evidencing that Permittee's insurance complies with this Article, including a copy of all required endorsements. **A permit number (assigned by the District) shall be included in the space provided on the standard Certificate of Insurance form provided.**

2. Notice of Cancellation, Renewal, Reduction or Material Change in Coverage.

All policies shall be endorsed to provide District with thirty (30) days prior written notice of any cancellation, reduction or material change in coverage. Notices shall be sent to the Department Manager, Insurance, San Francisco Bay Area Rapid Transit District, P. O. Box 12688, Oakland, California 94604-2688. The Permittee shall annually submit to the District's Department Manager, Insurance, certifications confirming that the insurance required has been renewed and continues in place (if required).

3. Qualifying Insurers

All policies shall be issued by California admitted companies which hold a current policy holders alphabetic and financial size category rating of not less than A:VIII according to Best's Insurance Reports.

4. Insurance Required

- A. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than **Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate as applicable.**

1. Coverage shall include:
 - a) Premises and Operations;
 - b) Products/Completed Operations;
 - c) Broad Form Property Damage;
 - d) Blanket contractual liability coverage;
 - e) Personal Injury liability; and
 - f) Cross-Liability and Severability of Interests.
 - g) **Explosion, Collapse and Underground (XCU) ***
2. Such insurance shall include the following endorsements:
 - a) Inclusion of District, its directors, officers, representatives, agents and employees as additional insured as respects to Permittee's ongoing and completed operations in connection with this Permit;
 - b) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of District will be called upon to contribute to a loss.
3. For all applications involving construction or demolition work within 50 feet, vertically or horizontally, of the BART trackway and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, the General Liability Insurance must not exclude coverage therein. In cases where this coverage is excluded from the policy, the following policy coverage is required:
 - a) **Railroad Protective Liability** for bodily injury (including death), property damage, and physical damage, including loss of use thereof, to railroad property with limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and SIX MILLION DOLLARS (\$6,000,000) in the aggregate annually applicable to all operations of Permittee and its contractors or subcontractor(s) within 50 feet vertically or horizontally of BART's trackway. BART shall have the right to approve of the policy wording. The named insured shall be San Francisco Bay Area Rapid Transit District. Prior to commencing work or entering BART property, Permittee or its contractor shall file the original copy of the policy with BART's Department Manager, Insurance. This coverage shall be maintained for the term of this Agreement (Permit).
- B. **Automobile Liability** for bodily injury (including death) and property damage which provides a coverage limit of at least One Million Dollars (\$1,000,000) combined single limit per occurrence applicable for all owned, non-owned and hired vehicles.
 1. With respect to the removal and transport of hazardous material or hazard-containing material, the policy shall include:
 - a. Coverage for the accidental release of hazardous waste defined in California Health and Safety Code (H & S) Section 25117 and listed in Title 22 California Code of Regulations Section

66260.10 and consequential containment, cleanup, disposal and penalties associated therewith.

- b. Pollution Liability - Broadened coverage for covered autos which includes "covered pollution costs or expenses," which mean any cost or expense arising out of:

- (1) Any request, demand or order; or
- (2) Any claim or suit by or on behalf of a governmental authority demanding that the insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants.

- C. Statutory Workers' Compensation and Employer's Liability Insurance for not less than One Million Dollars (\$1,000,000) per accident applicable to Employer's Liability coverage for all employees engaged in services or operations under this Permit. The policy shall include broad form all-states/other states coverage. Coverage shall be specifically endorsed to include the insurer's waiver of subrogation in favor of the District, its directors, officers, representatives, agents and employees. Should any such work be subcontracted, Permittee shall require each subcontractor of any tier to similarly comply with this Article, all in strict compliance with federal and state law.
- D. Pollution Liability Insurance for bodily injury (including death) and property damage, including natural resource damage and third party diminution in value claims. Coverage limits shall not be less than One Million Dollars (\$1,000,000.) per occurrence for accidental release of hazardous materials as defined in California Health and Safety Code (H&S) Section 25117 and listed in the Title 22 California Code of Regulations Section 66260.10 and consequential containment, clean-up, disposal and penalties associated therewith.

5. Special Provisions

- A. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by District is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this Permit, including but not limited to the provisions concerning indemnification.
- B. The District acknowledges that some insurance requirements contained in this article may be fulfilled by a funded self-insurance program of the Permittee. However, this shall not in any way limit liabilities assumed by the Permittee under this Permit. Any self-insurance program must be approved by the District.
- C. Should any of the work be contracted, Permittee shall require each of

its contractors or subcontractors of any tier to provide the
aforementioned coverage.

- D. District reserves the right to terminate or suspend the Permit in the event of non-compliance with the insurance requirements of this Article. In no event shall any suspension entitle Permittee to an extension of the term of the Permit specified in this Article.

* (Note: XCU coverage (Section 4.A.1.g); Transport of hazardous material or hazard-containing material (Section 4.B.1); and Pollution Liability Insurance (Section 4.D) are only required when applicable (excavation, borings, etc.). Coverage limits may be increased, at the discretion of the District's Risk Manager, relative to risk involved).