



ATTACHMENT A

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 the San Francisco Bay Area Rapid Transit District (hereinafter called "BART") with a certificate of insurance executed by an authorized representative of the insurer(s) evidencing that Permittee's insurance complies with this Attachment A, including a copy of all required endorsements. **Film/Video production and Photography Permit Number, description and location reference shall be included on all insurance submittals.**

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

All policies shall be endorsed to provide BART 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. 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 policyholders 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 One Million Dollars (\$1,000,000) 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, copies of which shall be provided to BART:
 - a) Inclusion of BART, its directors, officers, representatives, agents and employees as additional insured as respects to Permittee's operations in connection with this Permit;
 - b) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of BART will be called upon to contribute to a loss.
- 3. For all applications involving work within fifty (50) feet, vertically or horizontally, of BART trackway or affecting any BART bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing, the General Liability Insurance must not exclude coverage therein.
- 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.
- 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 BART, its directors, officers, representatives, agents and employees, a copy of which shall be provided to BART. Should any such work be subcontracted, Permittee shall require each subcontractor of any tier to similarly comply with this Attachment A, all in strict compliance with federal and state law.
- D. All Risk Permittee's Equipment Insurance covering Permittee's Equipment against all risks of physical loss to such equipment for its full replacement cost at the time of loss.
- 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 BART 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. BART acknowledges that Permittee's funded self-insurance program may fulfill some insurance requirements contained in this article. However, this shall not in any way limit liabilities assumed by the Permittee under this Permit. Any self-insurance program must be approved by BART.
 - 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. BART reserves the right to terminate or suspend the Permit in the event of non-compliance with the insurance requirements of this Attachment A. In no event shall any suspension entitle Permittee to an extension of the term of the Permit specified in this Attachment A.