

INSURANCE RECOMMENDATIONS

It is SacRT's strong recommendation that the contractor obtain and maintain all the following minimum insurance and endorsement requirements prior to commencing any work:

- A. **COMMERCIAL GENERAL LIABILITY:** A policy on an occurrence form in an ISO form CG-00-01 or equivalent policy including on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If RAIL ROAD liability coverage is excluded under the COMMERCIAL GENERAL LIABILITY policy, Rail Road liability endorsement with at least \$ 2,000,000 coverage limit must be purchased separately.

- B. **COMMERCIAL BUSINESS AUTO:** A policy on an occurrence form in an ISO form CA-00-01 with a minimum limit of not less than \$1,000,000 combined single limit for bodily injury and property damage, providing that coverages must be applicable to any and all leased, owned, hired (Code 8), or non-owned vehicles (Code 9) used in pursuit of any of the activities associated with this Contract.
- C. **A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ** policy** written in accordance with the laws of the State of California and providing coverage for any and all of CONTRACTOR/CONSULTANT's employees:
1. This policy must provide statutory coverage for Workers' Compensation (Coverage A).
 2. This policy must also provide coverage for \$1,000,000 Employers' Liability for each employee, accident and policy aggregate.(Coverage B).

***This requirement can be waived with a signed affidavit for sole proprietors and or if the CONTRACTOR/CONSULTANT will not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.*

- D. **ENDORSEMENTS:** The following endorsements are required to be added to the specified policies below:
1. Sacramento Regional Transit District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR/CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to CONTRACTOR/CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
If there is a self-insured retention (SIR) or liability deductible, the language of the endorsement must stipulate anyone can satisfy the SIRE or liability deductible. Any SIR or liability deductible over the amount of \$250,000 must be pre-approved by SacRT. A copy of the actual endorsement must be included with the insurance certificate.
 2. For any claims related to this contract, CONTRACTOR/CONSULTANT's insurance coverage must be primary coverage at least as broad as ISO CG 20 01 04 13 as respects SacRT District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SacRT, its officers, officials, employees, or volunteers will be excess of the CONTRACTOR/CONSULTANT's insurance and shall not contribute with it.
 3. CONTRACTOR/CONSULTANT hereby grants to SacRT a waiver of any right to subrogation which any insurer of said CONTRACTOR/CONSULTANT may acquire against SacRT by virtue of the payment of any loss under such insurance. CONTRACTOR/CONSULTANT must obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not SacRT has received a waiver of subrogation endorsement from the insurer. CONTRACTOR/CONSULTANT's insurer must agree to waive the right of subrogation against SacRT for the following policies:
 - a) Worker's Compensation policy

- b) General liability
 - c) Auto liability
 - 4. Each of the required insurance policies must act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
- E. SPECIAL PROVISIONS:
- 1. Insurance must be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to SacRT.
 - 2. Self-insured retentions must be declared to and approved by SacRT. The SacRT may require the CONTRACTOR/CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SacRT. CONTRACTOR/CONSULTANT is solely responsible for payment of all deductibles and self-insured retentions.
 - 3. The limits specified above are minimum limits that must be maintained by CONTRACTOR/CONSULTANT. If CONTRACTOR/CONSULTANT maintains higher limits, SacRT requires and is entitled to the higher limits maintained by CONTRACTOR/CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to SacRT.
 - 4. If any of the required policies provide coverage on a claims-made basis:
 - a) The retroactive date must be shown and must be before the Contract date or the beginning of Contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided **for at least 2 years after completion of work under the Contract.**
 - c) If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, CONTRACTOR/CONSULTANT must purchase "extended reporting" coverage for a minimum of **two (2)** years after completion of work.
 - 6. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR/CONSULTANT, and any approval of the insurance by the Board, SacRT, or their insurance consultant(s) are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR/CONSULTANT pursuant to this Contract, including but not limited to the provisions concerning indemnification.
 - 7. SacRT reserves the right to withhold payment to CONTRACTOR/CONSULTANT in the event of material non-compliance with the Insurance Requirements outlined above.
- G. VERIFICATION OF COVERAGE: CONTRACTOR/CONSULTANT must furnish SacRT with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SacRT before work begins. Failure to obtain the required documents prior to the work beginning does not waive CONTRACTOR/CONSULTANT's obligation to provide them. SacRT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these requirements, at any time.
- G. PROOF OF COVERAGE: All required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE, which must be provided by CONTRACTOR/CONSULTANT's insurance company and or broker as evidence of the stipulated coverages, including any renewals during the term of the Contract, then mailed or emailed to:

Sacramento Regional Transit District
Attn: Real Estate Department
permits@sacrt.com

Thirty days' prior written notice of cancellation must be given to SacRT in the event of a change in policy or cancellation of policy. All such notices must be sent to the address above.