

**EXHIBIT "A"  
INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Property, which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1(any auto).
- Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterment.
- Contractor's Pollution Liability

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and Property damage.
- If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and Property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Contractor's Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate

**3. Certificate Holder/Additional Insured**

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

Los Angeles County Metropolitan Trans. Auth. (MTA)  
Orange County Transportation Authority (OCTA)  
Riverside County Transportation Commission (RCTC)  
San Bernardino Associated Government (SANBAG)  
Ventura County Transportation Commission (VCTC)

Burlington Northern Santa Fe Corp. (BNSF)  
Union Pacific Railroad Company (UPRR)  
National Railroad Passenger Corp. (AMTRAK)

**4. Railroad Protective Liability Insurance**

- Railroad Protective Liability Insurance

The Contractor shall provide, with respect to the operations they or any of their subcontractors perform on the Property, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the railroads and Member Agencies shown in Section 3 above.

The policy shall have limits of liability of not less than **\$2 million per occurrence**, combined

single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

- A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

#### 5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### 6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.
- B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its

subsidiaries, officials and employees.

- D. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA and/or Member Agency.

Course of Construction policies shall contain the following provisions:

- A. SCRRA and Member Agency shall be named as loss payee.
- B. The insurer shall waive all rights subrogation against SCRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRA. All endorsements are to be received and approved by SCRRA before work commences. As an alternative to SCRRA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

9. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

10. **Train Services**

Approximate daily train traffic is \_\_\_\_\_ passenger trains and \_\_\_\_\_ freight trains.

11. **Submittal**

The original insurance policy (s) shall be submitted to:

Assistant Director, Standards and Design  
Southern California Regional Rail Authority (SCRRA)  
279 East Arrow Highway, Suite A  
San Dimas, California 91773  
Attn: Mr. Christos Sourmelis - ROW Encroachments Coordinator  
E-mail: sourmelisc@scrra.net  
Office Number: (909) 394-3418



**EXHIBIT "B"  
RAILROAD PROTECTIVE LIABILITY POLICY  
DECLARATION**

<b>POLICY</b>			
Insurance Company:			
Policy Number:			
Policy Period:	_____	_____	From: _____ To: _____ 12:01am Standard time at location
<b>CERTIFICATE HOLDER AND ADDITIONALLY INSURED</b>			
<b>Certificate Holder/Insured:</b>			
Southern California Regional Rail Authority (SCRRA) 279 E. Arrow Highway, Suite A, San Dimas, CA 91773			
<b>Additionally Insured:</b>			
Los Angeles County Metropolitan Transportation Authority (MTA)	Burlington Northern Santa Fe Corporation (BNSF)		
Orange County Transportation Authority (OCTA)	Union Pacific Railroad Company (UPRR)		
Riverside County Transportation Commission (RCTC)	National Railroad Passenger Corp. (AMTRAK)		
San Bernardino Associated Governments (SANBAG)			
Ventura County Transportation Commission (VCTC)			
<b>LIMITS OF INSURANCE</b>			
Aggregate Limit	\$6,000,000	Each Occurrence Limit	\$2,000,000
<b>DESCRIPTION OF WORK AND JOB LOCATION(S)</b>			
<b>NAME AND ADDRESS OF DESIGNATED CONTRACTOR</b>			
<b>NAME AND ADDRESS OF INVOLVED GOVERNMENT AUTHORITY OR OTHER CONTRACTING PARTY</b>			
<b>PREMIUM</b>			
Contract Cost	_____		
Premium Base	_____	Rate per 1,000 of _____	Advance Premium _____
<b>FORM OF ENDORSEMENT</b>			
<u>Title</u>		<u>Number</u>	
<b>COUNTERSIGNATURE</b>			
Countersigned by	_____	Date	_____
	<i>(Authorized Representative)</i>		

**EXHIBIT "B"**

<b>CERTIFICATE OF INSURANCE</b> Southern California Regional Rail Authority (SCRRA)				ISSUE DATE (MM/DD/YY)											
PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW.														
INSURED	<p style="text-align: center;"><b>COMPANIES AFFORDING COVERAGE</b></p> <table style="width: 100%; border: none;"> <tr><td style="width: 15%;">COMPANY LETTER</td><td style="width: 5%;">A</td></tr> <tr><td>COMPANY LETTER</td><td>B</td></tr> <tr><td>COMPANY LETTER</td><td>C</td></tr> <tr><td>COMPANY LETTER</td><td>D</td></tr> <tr><td>COMPANY LETTER</td><td>E</td></tr> </table>					COMPANY LETTER	A	COMPANY LETTER	B	COMPANY LETTER	C	COMPANY LETTER	D	COMPANY LETTER	E
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<p><b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>															
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS										
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				<table style="width: 100%; border: none;"> <tr><td style="width: 80%;">GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.</td><td style="width: 20%;">\$</td></tr> <tr><td>PERSONAL &amp; ADV. INJURY EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$</td></tr> <tr><td>MED. EXPENSE (Any one person)</td><td>\$</td></tr> </table>	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.	\$	PERSONAL & ADV. INJURY EACH OCCURRENCE	\$	FIRE DAMAGE (Any one fire)	\$	MED. EXPENSE (Any one person)	\$		
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PERSONAL & ADV. INJURY EACH OCCURRENCE	\$														
FIRE DAMAGE (Any one fire)	\$														
MED. EXPENSE (Any one person)	\$														
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				<table style="width: 100%; border: none;"> <tr><td style="width: 80%;">COMBINED SINGLE LIMIT</td><td style="width: 20%;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$		
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	<b>PROPERTY INSURANCE</b> <input type="checkbox"/> COURSE OF CONSTRUCTION				<table style="width: 100%; border: none;"> <tr><td style="width: 80%;">AMOUNT OF INSURANCE</td><td style="width: 20%;">\$</td></tr> </table>	AMOUNT OF INSURANCE	\$								
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	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				<table style="width: 100%; border: none;"> <tr><td style="width: 80%;">STATUARY LIMITS EACH ACCIDENT</td><td style="width: 20%;">\$</td></tr> <tr><td>DISEASE-POLICY LIMIT</td><td>\$</td></tr> <tr><td>DISEASE-EACH EMPLOYEE</td><td>\$</td></tr> </table>	STATUARY LIMITS EACH ACCIDENT	\$	DISEASE-POLICY LIMIT	\$	DISEASE-EACH EMPLOYEE	\$				
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<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b>															
<p><b>THE FOLLOWING PROVISIONS APPLY:</b></p> <ol style="list-style-type: none"> <li>1. None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below.</li> <li>2. As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees.</li> <li>3. It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above.</li> <li>4. SCRRA is named a loss payee on the property insurance policies described above, if any.</li> <li>5. All rights of subrogation under the property insurance policy listed above have been waived against SCRRA.</li> <li>6. Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees.</li> <li>7. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.</li> </ol>															
<b>CERTIFICATE HOLDER</b> Southern California Regional Rail Authority (SCRRA) 279 E. Arrow Highway, Suite A, San Dimas, CA 91773				<b>AUTHORIZED REPRESENTATIVE</b>  SIGNATURE _____ TITLE _____ PHONE NO. _____											
<b>ADDITIONAL INSURED</b> MTA, OCTA, RCTC, SANBAG, VCTC, BNSF, UPRR, AMTRAK															