

TRIMET PERMIT INSURANCE REQUIREMENTS

TRIMET PERMIT AND RIGHT OF ENTRY AGREEMENT

Exhibit A, Paragraph F: Insurance Requirements.

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 TriMet with a certificate of insurance executed by an authorized representative of the insurer(s) evidencing that Permittee's insurance complies with this Paragraph F, including a copy of all required endorsements.

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

Permittee must give TriMet not less than thirty (30) days written notice prior to cancellation, reduction, or material change in coverage. Notices shall be sent to the Manager, Insurance Programs, Debora Leopold Hutchins, TriMet, 4012 SE 17th Avenue, Portland, Oregon 97202. Permittee shall annually submit to the Agency's Manager, Insurance Programs 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 Oregon 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 Requirement

- A. Commercial General Liability Insurance Permittee shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. If the Permittee is within 50' of a railroad, the certificate of insurance must indicate the deletion of the exclusion for work within 50' of a Railroad. If Permittee is self-insured, Permittee must provide documentation to satisfy this requirement.

1. Such insurance shall include the following endorsements, copies of which shall be provided to TriMet:

- a) Inclusion of TriMet, its directors, officers, representatives, agents and employees as additional insured as respects to Permittee's operations in connection with this Permit. Additional insured endorsement CG 20 10 0704 and CG 20 37 0704 or their equivalent must be included ;

- B. Automobile Liability Permittee shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos). If Permittee is self-insured, Permittee must provide documentation to satisfy this requirement.

1. Such insurance shall include the following endorsements, copies of which shall be provided to TriMet:

- a) Inclusion of TriMet, its directors, officers, representatives, agents and employees as additional insured as respects to Permittee's operations in connection with this Permit. Additional insured endorsement CA 20 38 02 99 or its equivalent must be included.
 - b) If the Permittee is within 50' of a railroad, the auto policy shall be endorsed with CA 20 70 10 01 or equivalent and this endorsement must be attached to the insurance certificate.
- C. Statutory Workers' Compensation and Employers Liability Permittee shall maintain worker's compensation and employer's liability insurance as required by ORS Chapter 656.027. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The worker's compensation shall be for all employees engaged in services or operations under this Permit. The policy shall include broad form all-states/other states coverage.
- D. All Risk Permittee 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 TriMet 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. Any self-insurance program intended to fulfill these insurance requirements must be approved by TriMet.
- C. Should any of the work be contracted, Permittee shall require each of its Permittee's or sub Permittees of any tier to provide the aforementioned coverage.
- D. Coverage shall be specifically endorsed to include the insurer's waiver of subrogation in favor of TriMet, its directors, officers, representatives, agents and employees, a copy of which shall be provided to TriMet.
- E. Stipulation that the insurance is primary and that no insurance or self-insurance of TriMet will be called upon to contribute to a loss.
- F. Failure of TriMet to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such Insurance.
- G. TriMet reserves the right to terminate or suspend the Permit in the event of non-compliance with the insurance requirements of this paragraph F. In no event shall any suspension entitle Permittee to an extension of the term of the Permit.