



Date: July 14, 2015
To: Plan Holders – Healdsburg Intermodal Facility
From: Bryan Albee, Transit Systems Manager
Re: **Addendum No. 3. – 2 Items**

Addendum 3, Item 1 - Sonoma Marin Area Rail Transit District (SMART) insurance requirements.

In addition to Insurance Requirements contained in Section 7-1.06 of the Special Provisions, the insurance requirements detailed below are required by SMART as the Healdsburg Intermodal Facility project will be constructed on lands owned by SMART.

The below insurance requirements are added per this addendum:

Prior to entering onto SMART Property, Contractor shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

1. SMART, its officers and employees, shall be named as additional insured on all required policies.
2. That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Contractor is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
3. The insurance policy(ies) shall be written by an insurance company or companies acceptable to Licensor. Such insurance company shall be authorized to transact business in the state of California.

Workers' Compensation and Employers' Liability

Contractor shall procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance in accordance with the laws of the State of California. Employers' Liability Insurance shall have coverage for a minimum liability of \$2,000,000, covering Contractor's employees engaged in the work. Contractor shall insure the procurement and maintenance of such insurance by all contractors or subcontractors engaged in work on SMART Property.

Commercial General Liability

Contractor shall procure and maintain Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$5,000,000 per occurrence. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing. A follow form Excess Liability policy may be utilized to satisfy the required limits of liability under this section.

Automobile Liability

Contractor shall procure and maintain Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Railroad Protective Liability

Prior to commencement of construction activities, Contractor shall procure and maintain Railroad Protective Liability insurance, in SMART's name, with limits of liability of no less than \$5,000,000 per occurrence, 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. The additional named insureds shall be the Sonoma-Marín Area Rail District and the North Coast Railroad Authority, and shall cover all other railroads operating on the right-of-way.

Professional Liability

Contractor shall procure and maintain Professional Liability insurance protect against liability arising out of any negligent act, error or omission in performance of design or engineering services for the Project in an amount no less than \$2,000,000. If the Contractor provides Design Professional Services in-house, contractor's professional liability insurance or the equivalent is required. If any Design Professional Services are furnished by a Subcontractor, the Subcontractor shall be required to provide professional liability coverage.

Contractors Pollution Liability

Contractor shall procure and maintain Contractors Pollution Liability insurance in an amount no less than \$2,000,000 per incident. The Contractor's Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by construction activities related to the Contract. Coverage shall include the Contractor as the named insured and shall include coverage for acts by others for whom the Contractor is legally responsible.

Coverage to be provided for bodily injury to or destruction of tangible property, including the resulting loss of use thereof, loss of use of tangible property that has been physically injured, and natural resource damage. There shall be no exclusions or limitations regarding damages or injury from existence, removal or abatement of lead paint. There shall be no insured vs. insured exclusion in the policy.

Defense including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for damages shall be included.

Addendum 3, Item 2 - **Question:** Are electronic copies of the project plans and bid documents available?

SCT Response: Electronic copies of plans and bid documents are not available for this project.
