Commercial General Liability Insurance

Prior to the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, Commercial General Liability (CGL) Insurance coverage with an insurer carrying a minimum AM Best rating of at least A-VII or better and utilizing the latest field Insurance Services Office (ISO) occurrence form.

As a minimum, the CGL policy described above shall include policy limits of:

$2,000,000 for each occurrence of bodily injury and property damage.

$4,000,000 annual policy aggregate

$4,000,000 for completed operations & products liability

$2,000,000 per occurrence for personal injury and advertising injury.

In addition, coverage shall:

Include a waiver of subrogation, thereby waiving rights of subrogation against Metra and any additional insured's.

Be primary and non-contributory.

Contain no XCU exclusion.

When working within 50 feet of railroad track, Commercial General Liability policies must contain contractual language covering construction and/or demolition being performed on or near railroad property and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage).

All deductibles applicable to the insurance coverage shall be borne by the contractor/vendor. The certificate of insurance shall clearly state how defense costs (also known as "allocated loss adjustment expenses") shall apply in terms of the deductible and the insurance limits. (SIR programs are prohibited, unless approved by Metra's Risk Management Department)

Name the following additional insured's: The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may

hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation.

If work is to be done on property owned by the railroads, other railroads may be required to be included in the additional insured language.

Additional insured status shall apply for ongoing operations and products/completed operations.

All subcontractors retained or hired for the work shall be required to maintain the same coverage's, limits and term equivalent to those required of the prime contractor.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Contractor/Vendor will immediately notify Metra of the cancellation, non-renewal, material change or reduction in coverage of any required insurance policy. Such notice shall be sent certified mail to Metra, care of Director of Risk Management, 547 W. Jackson Blvd, Suite 1500, Chicago, IL. 60661.

Contractor/Vendor must submit a Certificate of Insurance to Metra documenting coverages, limits, terms and conditions outlined above and such Certificate of Insurance must be approved by Metra prior to the commencement of the work. The Certificate of Insurance should be accompanied by proper endorsements.

In the event, shall the failure by Metra to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the contractor/vendor's obligation to obtain the required insurance coverage's. Failure by Metra to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein, or failure by Metra to identify a deficiency in the evidence provided, shall not be construed as a waiver of the obligation to procure or maintain the insurance required hereunder. The acceptance of delivery by Metra of any certificate of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the certificates of insurance are in compliance with such requirements.