

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Metro Rail Project



CONSTRUCTION INSURANCE SPECIFICATIONS

Including
Questions and Answers

THIRD REVISION
OCTOBER 1, 1989

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SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
METRO RAIL PROJECT

CONSTRUCTION
INSURANCE SPECIFICATIONS
INCLUDING
QUESTIONS AND ANSWERS

THIRD REVISION
October 1, 1989

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Prepared by: District Insurance Administrators

"THE PREPARATION OF THIS DOCUMENT
HAS BEEN FINANCED IN PART THROUGH GRANTS FROM
THE STATE OF CALIFORNIA, CITY OF LOS ANGELES,
LOS ANGELES COUNTY TRANSPORTATION COMMISSION, AND
THE U. S. DEPARTMENT OF TRANSPORTATION, UMTA,
UNDER THE
URBAN MASS TRANSPORTATION ACT OF 1964,
AS AMENDED."

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SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
METRO RAIL PROJECT

INTRODUCTION
(October 1, 1989 Revision)

The Owner Controlled Insurance Program (OCIP) is a method of assuring that all Contractors and Subcontractors of any tier, as well as the Southern California Rapid Transit District and others, are insured for California State Statutory Worker's Compensation, Employers Liability, Commercial General Liability, including products and completed operations, Excess Liability, and all risk Builders Risk coverage.

All premiums for the above coverages are paid by the District on behalf of all named insureds, and contractors are expected to recognize this when submitting their bids.

The OCIP does not provide Automobile Liability coverage, and this coverage must be secured by the contractor and their subcontractor at their own expense through their own efforts, and evidence of such insurance must be provided to the District before access to the job site will be allowed.

The OCIP is not intended to provide a complete program to the Contractor. No coverage is provided for Contractor's equipment, office equipment, bonding, or any coverage other than as described herein.

Contractors and subcontractors are defined herein, with the most notable exclusion from coverage under the OCIP being vendors, material men, and owner/operators whose onsite employer or employees are engaged solely in the loading, hauling, and/or unloading of material at or from the job site, who are required to provide their own insurance.

Any questions regarding this program during the bid process should be made in writing to:

Southern California Rapid Transit District
Office of Contracts, Procurement and Materials
425 South Main Street, 5th Floor
Los Angeles, California 90013
Attention: Contract Administrator

and after award to:

District Insurance Administrators
548 South Spring Street, Suite 435
Los Angeles, California 90013
Attention: Managing Director

Contractors may wish to purchase additional coverage as they deem necessary for their own account, at their own expense, and through their own efforts.

While the District will endeavor to maintain the OCIP in its present form or better, no warranty or representation is made that market conditions, cost, loss record or other factors, not now prevalent, will not result in changes to the program at some future date.

DEFINITIONS

As used in these Insurance Specifications:

- (1) DISTRICT means SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
- (2) COMMISSION means LOS ANGELES COUNTY TRANSPORTATION COMMISSION
- (3) CONTRACTOR means DISTRICT's Contractor and its subcontractor of any tier who perform operations at the job site and who have a contract for such work.
- (4) SUBCONTRACTOR means any person or persons, partnership, joint venture, corporation, or other entity which has an employee or employees at the job site and who have a subcontract for such work who fall within one or more of the classifications contained in the Minimum Wage Rates Exhibit to the applicable SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT contract General Conditions. Subcontractor shall not mean DISTRICT's Contractor or those whose only employee or employees at job site are engaged solely in the delivery or removal of materials.
- (5) CONSULTANT means DISTRICT's Consultant and subconsultant of any tier providing services in support of the Metro Rail Project and who have a contract for such work.
- (6) JOB SITE means those areas where work expressly required under the applicable Contract Documents of the DISTRICT must be performed, and as described below under "Operations."
- (7) CONSTRUCTION MANAGER means a Joint Venture of the Ralph M. Parsons Company, Dillingham Construction, N.A. Inc., and De Leuw, Cather & Company, dba PDCD, a consultant to the District.
- (8) GENERAL CONSULTANT (GC) means a Joint Venture of Daniel, Mann, Johnson & Mendenhall, Parsons, Brinckerhoff, Quade & Douglas, Inc., Kaiser Engineers (California) Corporation, and Harry Weese and Associates Ltd., dba Metro Rail Transit Consultants (MRTC), a consultant to the District.
- (9) UTILITY shall mean, but not be limited to, gas, electric, telephone, water, steam, communications, and sewers.
- (10) DIA means JOR, a Joint Venture of Fred. S. James & Company of California, Inc. Akasaka, Ortiz & Ciocatto Insurance Associates, Inc., and Rideau & Associates Insurance Agency, dba DISTRICT INSURANCE ADMINISTRATORS, DISTRICT'S Insurance Intermediary, Metro Rail Project, 548 South Spring Street, Suite 435, Los Angeles, California 90013.

(11) OPERATIONS (Operations not described not included) - All operations performed by the Insured at job site described in the applicable Contract with the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT including operations elsewhere by such job site employees in connection therewith.

General Description of the
Owner Controlled Insurance Program
(OCIP) for the
Metro Rail Project

ARTICLE I

The DISTRICT will procure and pay premiums for the following insurance coverages for the Contractor, subcontractors of any tier, and other entities covered by these Insurance Specifications:

- A. Workers' Compensation and Employers' Liability as set forth in the attached Appendix B, with statutory coverage for the State of California, All States Endorsement, United States Long-shoremen and Harborworkers Compensation Act, Jones Act, and Federal Employers Liability Act.

Insurance Carrier: The Argonaut Insurance Company

Limits:

- 1) Workers' Compensation -- Statutory
- 2) Employers' Liability --
 - Each Accident -- \$2,000,000
 - Each Employee -- \$2,000,000
 - Each Accident or
Dismemberment -- \$2,000,000
(combined policy limit)

* See attached policy Appendix B for complete policy wording.

- B. Commercial General Liability - (Primary) providing coverage for Personal Injury, Bodily Injury and Property Damage Liability

Insurance Carrier: The Argonaut Insurance Company

Limits:

- 1) BI, PD, PI each occurrence \$2,500,000
- 2) PI Annual Aggregate \$4,000,000
- 3) Products/
Completed
Operations Annual Aggregate \$4,000,000

Contractor and Subcontractor Deductibles

1) Property Damage each occurrence equal to the Paid Claim with a Maximum Deductible of -- \$5,000

1) Property Damage to a utility equal to the Paid Claim for each utility with a Maximum Deductible for each utility of -- \$5,000

\$5,000 x Number of Utilities = Maximum Total Deductible

The Contractor and/or subcontractor of any tier agrees that, in case of payment by the Insurer for any insured loss under the policy, in the form of the attached Appendix C, caused by Contractor, the DISTRICT will withhold from the DISTRICT's Contractor an equal sum to such payment, but not to exceed \$5,000 for each property damage occurrence. However, claim payments up to \$5,000 per each utility shall be assessed for each utility damage claim arising out of any one occurrence. That sum shall be assessed to the Contractor or Contractors causing the damage as determined by the Insurer and shall become the property of the DISTRICT and not collectible under any part or parts of DISTRICT-furnished insurance policies.

C. Excess Liability - (Not Umbrella Coverage) written on the Lloyds Occurrence Form (Appendix C attached)

Limits: Annual -- \$98,000,000

Contractor and subcontractor of any tier, in excess of any Retention and/or underlying limits:

The Contractor and subcontractor of any tier agree that, in the event a loss occurs which may be covered by the Excess Policy but not covered by the primary policy, the deductible provisions as stated under Item B2 - Primary Commercial General Liability above will apply to such losses as though restated herein and in the Excess Policy (Appendix C).

D. Builders Risk Policy (Appendix D attached)

Insurance Carrier: Allianz Insurance Company

Limits: Per occurrence -- \$75,000,000

Sublimits:

- 1) Earthquake -- \$20,000,000 (excess of Deductible)
- 2) Demolition & Debris Removal -- \$ 7,500,000

- 3) Transit -- \$ 5,000,000
- 4) Offsite Storage -- \$ 1,000,000

Deductibles: Contractor and subcontractors of any tier will be responsible for Deductibles as follows:

- 1) Per occurrence for fire, explosion, vehicle damage, smoke, hail, aircraft, windstorm, and vandalism and malicious mischief -- \$ 5,000
- 2) Per occurrence all other perils covered by this Policy -- \$25,000

E. Railroad Protective Liability: The DISTRICT has procured Railroad Protective coverage in the amount required by the railroad company on behalf of the DISTRICT, other insured entities, Contractor, and subcontractors of any tier.

ARTICLE II

A. Each Contractor and/or subcontractor of any tier to be insured under Article I shall be provided with an insurance application form as shown in Appendix A Form 1 or 2 attached hereto, the form will be completed in its entirety and returned to:

1) During the Bid Process:

Southern California Rapid Transit District
Office of Contracts, Procurement and Materiel
425 South Main Street, 5th Floor
Los Angeles, California 90013
Attention: Robert P. Sechler
Contract Administrator

2) After award:

Southern California Rapid Transit District
District Insurance Administrators
548 South Spring Street, Suite 435
Los Angeles, California 90013
Attention: Cesare J. Mitrani
Managing Director

No Contractor insured under Article I shall commence work at the job site until he has received a policy or a Certificate of Insurance which will be evidence of insurance for Workers' Compensation coverage.

- B. The DISTRICT, THE COMMISSION, Construction Manager, General Consultant and their directors, officers, subcontractors, representatives, agents and employees shall have no responsibility whatsoever to the Contractor with respect to any insurance coverage, its procurement or the absence thereof, other than to: (1) No later than ten (10) days after receipt by the DISTRICT of the properly executed Contractor's Insurance application (Appendix A), procure a policy naming Contractor as Insured in the form of Appendix B; (2) procure, and pay all premiums for the policies set forth in Appendices B, C, D, and E except as provided in Article 11.J of these Insurance Specifications. The policies of insurance procured and maintained hereunder shall not affect the Contractor's liability to the DISTRICT, THE COMMISSION, Construction Manager or General Consultant for the performance of any obligations assumed by the Contractor under the applicable Contract Documents of the DISTRICT, including but not limited to, the Indemnification Article 77 of the Contract General Conditions.
- C. All dividends or refunds payable under the policies set forth in Appendices B, C, D, and E shall belong to the DISTRICT and are hereby assigned to the DISTRICT; and the Contractor, at the request of the DISTRICT, will execute and deliver to the DISTRICT, and release, assignment, direction or authorization which the DISTRICT, or any insurance company may require for such purpose.
- D. Contractor shall report, on forms to be provided by the DIA and as described in Appendix G, any accident or occurrence and will assist in every manner possible in the investigation of any accident. Upon request, the Contractor shall cooperate with the DISTRICT and the insurance company designated by the DISTRICT in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses.
- E. Contractor shall furnish the DISTRICT, c/o District Insurance Administrators, Metro Rail Project, 548 South Spring Street, Suit 435, Los Angeles, California 90013, and the insurance company designated by the DISTRICT with information required to issue any insurance described in Article I of these Insurance Specifications.
- F. At the request of the DISTRICT, the Contractor shall attend meetings held to explain and discuss the DISTRICT's Owner Controlled Insurance Program.
- G. Each Contractor shall incorporate a copy of these Insurance Specifications in each subcontract and shall require each of his subcontractors of any tier to comply with these Insurance Specifications.

- H. The DISTRICT reserves the right to change the terms and conditions of the insurance specified in Article I hereof and to designate some party other than District Insurance Administrators to perform the function of District Insurance Administrators.
- I. As respects all property of the Contractor, without limitation, and that which is described in Appendix E, Contractor who is insured under a policy or policies of insurance described in Article I hereof, waives the right of his Insurers against the DISTRICT, Construction Manager, General Consultant and their directors, officers, subcontractors, representatives, agents, and employees, and any liability insurance policy procured by the DISTRICT and represents that his insurers have consented to such waiver. Further, Contractors hereby waive any and all rights of subrogation against any other Insured under this policy, regardless of any legal precedents, or law to the contrary notwithstanding.
- J. The DISTRICT shall give the Contractor who is insured under a policy in Article I hereof, thirty (30) days written notice of cancellation of any policy or policies contained in Appendices B, C, D, and E. In any event of such cancellation, the DISTRICT shall, at its option, at least five (5) days prior to the date of cancellation: (1) procure alternate insurance coverage for the policy or policies cancelled; or (2) require Contractor to procure and maintain alternate insurance coverage for the policy or policies cancelled, the amounts, contents, and carriers of which shall be satisfactory to the DISTRICT. The DISTRICT will reimburse Contractor for the actual net cost for said Contractor's alternate insurance coverage.

In the event of such cancellation, these Insurance Specifications shall remain in full force and effect except for those portions which, in the opinion of the DISTRICT, conflict with said alternate insurance coverage.

- K. Contractor shall not attempt to exercise any right to cancel any of the policies described in Article I without the express written consent of the DISTRICT and any attempted cancellation without said express written consent shall be null and void.

ARTICLE III

- A. Contractor to be insured under Article I shall at its own expense provide:

1. Automobile Bodily Injury and Property Damage Liability insurance covering all automobiles as "Automobiles" is defined in Appendix C, whether owned, non-owned, leased or hired, with not less than the following limits:

BODILY INJURY AND PROPERTY DAMAGE:	\$1,000,000 Combined Single Limits per Occurrence
---------------------------------------	--

2. Aircraft and Watercraft Bodily Injury Liability and Property Damage Liability insurance if Contractor uses owned or non-owned watercraft or aircraft in his operation for not less than the aforesaid limits.

B. Prior to beginning work at job site (as defined in the applicable Contract Documents of the DISTRICT) each Contractor shall furnish certificates satisfactory to the DISTRICT as to contents and carriers, and such insurance which will contain the following provisions:

1. Thirty-day prior notice to the DISTRICT of cancellation;
2. Inclusion of the DISTRICT, THE COMMISSION, PDCD, Construction Manager and MRTC, General Consultant and their directors, officers, representatives, agents, subcontractors and employees, as additional insureds as respects work or operations in connection with the Contract. As respects motor vehicles, coverage as additional insureds is limited to those motor vehicles owned, non-owned, leased, or hired, motor vehicles insured under the terms of the policy in Article III.A;
3. Endorsement providing that such insurance is primary insurance and no insurance of the DISTRICT will be called on to contribute to a loss.

ARTICLE IV

A. Each Contractor and subcontractor to the extent as not covered by the insurance described in Appendices B, C, D, and E, but who perform operations at the job site, shall at its own expense provide:

1. Workers' Compensation insurance as required by the Laws of the State of California, All States Endorsement of at least \$1,000,000 limit and Employers' Liability of at least \$1,000,000 limit. The U. S. Longshoremen's and Harborworkers' Act, maritime and railroad employees subject to the Federal Employers' Liability Act of at least \$1,000,000 limit as may be required at the direction of the DISTRICT.

2. Personal Injury, Contractual Liability, Bodily Injury, and Property Damage Liability insurance (including Products and/or Completed Operations coverage) with Personal Injury and Bodily Injury of not less than \$1,000,000 combined single limits per occurrence.
3. Automobile Bodily Injury and Property Damage Liability insurance covering all automobiles as "Automobiles" is defined in Appendix C, whether owned, non-owned, leased or hired, with not less than the following limits:

BODILY INJURY AND PROPERTY DAMAGE:	\$1,000,000 Combined Single Limits per Occurrence
---------------------------------------	--

B. Prior to commencement of work each Contractor and subcontractors shall furnish certificates satisfactory to the DISTRICT as to contents and carriers, and such insurance shall contain the following provisions:

1. Thirty-day prior notice to the DISTRICT of cancellation;
2. Under the policy of insurance described in Article IV.A.2 and A.3, the DISTRICT, THE COMMISSION, PDCD Construction Manager, and MRTC General Consultant, and their directors, officers, representatives, agents, subcontractors and employees shall be included as additional insureds as respects work or operations in connection with the Contract. As respects motor vehicles, coverage as additional insureds is limited to those motor vehicles owned, non-owned, leased, or hired, insured under the terms of the policy in Article IV.A.2;
3. Endorsement providing that all such insurance is primary insurance and no insurance of the DISTRICT will be called on to contribute to a loss;
4. Endorsement providing that such insurance shall not contain any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.

ARTICLE V

Contractors and subcontractors of any tier will give immediate written notice of insurance claims or events that have or might lead to a claim, as outlined in Appendix G. The notice will be sent no later than twenty-four (24) hours after the event becomes known regardless of the completeness of information available at the time.

All additional informational data and other material of every kind and description shall be made available as requested by the insurance carriers, the DISTRICT and its Authorized Representative, District Insurance Administrators.

Specimen policy forms, claims forms, and instructions to the Contractors are included in these Construction Insurance Specifications and are incorporated as a part of the Construction Contract Documents.

ARTICLE VI

The Contractor accepts the insurance, provided by the DISTRICT, as complete and warrants that Insurance Coverages described herein will not be duplicated and that all costs, premiums, and changes for such insurance are excluded from the Contractor's bid. The Contractor may, at its own expense, supplement coverages not included in the DISTRICT's insurance program, which may include Differences in Condition policies. Further, the Contractor warrants that its own insurance representative has reviewed these Construction Insurance Specifications for variances and has so advised the Contractor, and that the Contractor will waive any rights at law against the DISTRICT and its representatives for insurances, terms and conditions not provided herein.

APPENDIX A
FORM 1 and 2

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

FORM 1
General
Contractor

OWNER CONTROLLED INSURANCE PROGRAM

INSURANCE APPLICATION FORM

Date: _____

IMPORTANT

IT IS SUGGESTED THAT YOU EXAMINE YOUR REGULAR WORKERS' COMPENSATION POLICY BEFORE ANSWERING CERTAIN QUESTIONS.

THIS FORM, MUST BE FULLY COMPLETED AND RETURNED PROMPTLY TO:

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
Office of Contracts, Procurement and Materiel
425 South Main Street, 5th Floor
Los Angeles, CA 90013
Attn: Contract Administrator

1. CONTRACTOR NAME:
2. ADDRESS:
3. TELEPHONE NUMBER:
4. PERSON(S) TO CONTACT:
5. LOCATION OF PAYROLL RECORDS:
6. CONTRACT NUMBER:
7. CONTRACT AMOUNT:
8. CONTRACT AWARD DATE: MONTH _____ DAY _____ YEAR _____
9. PROJECTED STARTING DATE OF OPERATIONS: MONTH _____ DAY _____ YEAR _____
10. PROJECTED CONTRACT COMPLETION DATE: MONTH _____ DAY _____ YEAR _____
11. ESTIMATED TOTAL PAYROLL: \$ _____

Each Contractor is required to submit a list of those job classifications that will be working at the project site and their respective payrolls. This information will be used to develop Workers' Compensation premium charges to be paid by Owner. Payroll records are subject to audit by the Insurance Company.

Workers' Compensation Class Code Number	Job Classification	Estimated Payroll by Job Classification
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. BRIEF DESCRIPTION OF WORK TO BE PERFORMED:

13. LIST YOUR O.C.I.P. ELIGIBLE SUBCONTRACTORS:(Attach Their Application)

14. YOUR STATUS ON THIS PROJECT (Check One):
_____(a) General Contractor
_____(b) Sub-Contractor
_____(c) Sub-Sub Contractor
_____(d) Other (Explain)

15. IF YOU HAVE CHECKED (b), (c) OR (d) ABOVE, GIVE NAME OF CONTRACTOR FOR WHOM YOU ARE WORKING AND THE S.C.R.T.D. CONTRACT NUMBER:

16. REGULAR W. C. INSURANCE CARRIER AND ADDRESS:

17. POLICY NUMBER AND PERIOD OF COVERAGE:

18. CURRENT CALIFORNIA EXPERIENCE MODIFICATION FACTOR _____
CURRENT INTERSTATE EXPERIENCE MODIFICATION FACTOR _____
(If Applicable)

19. THE CONTRACTOR CERTIFIES THAT HE HAS OMITTED FROM HIS BID THE COST OF INSURANCE FOR THOSE COVERAGES WHICH THE OWNER HAS PROVIDED.

20. ABSOLUTE ASSIGNMENT
The Insured (Contractor, Subcontractor, or Sub-subcontractor) hereby assigns, transfers and sets over absolutely unto S.C.R.T.D. its right, title and interest to any and all returns of premium, dividends, discounts, or other adjustments to any Owner Controlled Insurance Program. This assignment shall pertain to the policies as now written and as subsequently modified, rewritten or replaced in the Owner's insurance company, including any additional amounts or coverages as a result thereof. The Insured also assigns its rights of cancellation of all insurance policies provided to Insured by Owner. This assignment is only valid for insurance policies whose premiums have been paid by S.C.R.T.D. on behalf of such Contractor.

Dated at _____ this _____ day of _____ 19_____

Company _____
Contractor's _____
Representative _____ Signed _____

(Printed Name)

(Title)

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

FORM 2
Sub-
Contractor

OWNER CONTROLLED INSURANCE PROGRAM

INSURANCE APPLICATION FORM

Date: _____

IMPORTANT

IT IS SUGGESTED THAT YOU EXAMINE YOUR REGULAR WORKERS' COMPENSATION POLICY BEFORE ANSWERING CERTAIN QUESTIONS.

THIS FORM, ALONG WITH THE ATTACHED CONTRACTOR SCHEDULE AND AUTO LIABILITY CERTIFICATE, MUST BE FULLY COMPLETED AND RETURNED PROMPTLY TO: THE GENERAL CONTRACTOR FOR DELIVERY TO THE PDCD RESIDENT ENGINEER WHO WILL FORWARD TO THE D.I.A. FOR FINAL REVIEW.

DISTRICT INSURANCE ADMINISTRATORS
548 South Spring Street, Suite 435
Los Angeles, CA 90013
Attn: Managing Director

1. CONTRACTOR NAME:
2. ADDRESS:
3. TELEPHONE NUMBER:
4. PERSON(S) TO CONTACT:
5. LOCATION OF PAYROLL RECORDS:
6. CONTRACT NUMBER:
7. CONTRACT AMOUNT:
8. CONTRACT AWARD DATE: MONTH _____ DAY _____ YEAR _____
9. PROJECTED STARTING DATE OF OPERATIONS: MONTH _____ DAY _____ YEAR _____
10. PROJECTED CONTRACT COMPLETION DATE: MONTH _____ DAY _____ YEAR _____
11. ESTIMATED TOTAL PAYROLL: \$ _____

Each Contractor is required to submit a list of those job classifications that will be working at the project site and their respective payrolls. This information will be used to develop Workers' Compensation premium charges to be paid by Owner. Payroll records are subject to audit by the Insurance Company.

Workers' Compensation Class Code Number	Job Classification	Estimated Payroll by Job Classification
_____	_____	_____
_____	_____	_____
_____	_____	_____

o. BRIEF DESCRIPTION OF WORK TO BE PERFORMED:

13. LIST YOUR O.C.I.P. ELIGIBLE SUBCONTRACTORS:(Attach Their Application)

14. YOUR STATUS ON THIS PROJECT (Check One):

- _____ (a) General Contractor
- _____ (b) Sub-Contractor
- _____ (c) Sub-Sub Contractor
- _____ (d) Other (Explain)

15. IF YOU HAVE CHECKED (b), (c) OR (d) ABOVE, GIVE NAME OF CONTRACTOR FOR WHOM YOU ARE WORKING AND THE S.C.R.T.D. CONTRACT NUMBER:

16. REGULAR W. C. INSURANCE CARRIER AND ADDRESS:

17. POLICY NUMBER AND PERIOD OF COVERAGE:

18. CURRENT CALIFORNIA EXPERIENCE MODIFICATION FACTOR _____
CURRENT INTERSTATE EXPERIENCE MODIFICATION FACTOR _____
(If Applicable)

19. THE CONTRACTOR CERTIFIES THAT HE HAS OMITTED FROM HIS BID THE COST OF INSURANCE FOR THOSE COVERAGES WHICH THE OWNER HAS PROVIDED.

20. ABSOLUTE ASSIGNMENT
The Insured (Contractor, Subcontractor, or Sub-subcontractor) hereby assigns, transfers and sets over absolutely unto S.C.R.T.D. its right, title and interest to any and all returns of premium, dividends, discounts, or other adjustments to any Owner Controlled Insurance Program. This assignment shall pertain to the policies as now written and as subsequently modified, rewritten or replaced in the Owner's insurance company, including any additional amounts or coverages as a result thereof. The Insured also assigns its rights of cancellation of all insurance policies provided to Insured by Owner. This assignment is only valid for insurance policies whose premiums have been paid by S.C.R.T.D. on behalf of such Contractor.

Dated at _____ this _____ day of _____ 19_____

Company _____
Contractor's _____
Representative _____ Signed _____

(Printed Name)

(Title)

APPENDIX B
STANDARD WORKERS' COMPENSATION AND
EMPLOYER LIABILITY POLICY

Argonaut Insurance Companies

Workers Compensation and Employers Liability Insurance Policy

return for the payment of the premium and subject to all terms of this policy, we, the company designated or named on the Information Page (a stock insurance company), agree with you as follows.

GENERAL SECTION

The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

Who Is Insured

You are insured if you are an employer named in item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in items 1 or 4 of the Information Page; and it covers all other workplaces in item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS COMPENSATION INSURANCE

How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

We Will Also Pay

We will also pay these costs in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for

appeal bonds in bond amounts up to the amount payable under this insurance;

3. litigation costs taxed against you;

4. interest on a judgment as required by law until we offer the amount due under this insurance; and

5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;

2. you knowingly employ an employee in violation of law;

3. you fail to comply with a health or safety law or regulation; or

4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.

4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;

2. for care and loss of services; and

3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of law.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request; but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in item 3.C. of the Information Page.
2. If you begin work in any one of those states and are not insured or not self-insured for such work, the policy will apply as though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

B. Notice

Tell us at once if you begin work in any state listed in item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.

5. Do nothing after an injury occurs that would interfere with our right to recover from others.

6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those

classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more

than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise.

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your

death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Sole Representative

The insured first named in item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

EXAS EXCEPTION: Dividend Provision—Participating Companies. You shall be entitled to participate in a distribution of Jr surplus, as determined by our Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

IN WITNESS WHEREOF, we have caused this policy to be signed by our president and secretary but this policy shall not be valid unless completed by the attachment of an Information Page and countersigned on the Information Page by our duly authorized representative.


President


Secretary

Argonaut Insurance Companies

WC 00 00 01 US (3-86)

**Workers Compensation and
Employers Liability Policy
Information Page**

1. ARGONAUT INSURANCE COMPANY MENLO PARK, CALIFORNIA
2. ARGONAUT-MIDWEST INSURANCE COMPANY CHICAGO, ILLINDIS
3. ARGONAUT-SOUTHWEST INSURANCE COMPANY METAIRIE, LOUISIANA
4. ARGONAUT-NORTHWEST INSURANCE COMPANY BOISE, IDAHO
5. GEORGIA INSURANCE COMPANY ATLANTA, GEORGIA

Coverage is Provided
In the Company
Designated by Number



ITEM 1

Name of Insured and Mailing Address:

POLICY
NUMBER

WC-

Identification Number:

Entity: 1. Individual 2. Partnership 3. Corporation 4. Other

Locations — Other workplaces not shown above:

Renewal of

Producer

Prod. Code

ITEM 2

Policy Period: From

to

12:01 A.M., standard time at the
insured's mailing address.

ITEM 3

Coverage:

- A Workers Compensation Insurance:** Part One of this policy applies to the Workers Compensation Law of the following states:
- B Employers Liability Insurance:** Part Two of this policy applies to work in each state listed in item 3 A.
The limits of our liability under Part Two are: Bodily injury by accident—each accident \$
Bodily injury by disease—each employee \$
Bodily injury by disease—policy limit \$
- C Other States Insurance:** Part Three of this policy applies to all states except any state listed in Item 3 A. and the states of Nevada, North Dakota, Ohio, Washington, West Virginia, Wyoming
- D This policy includes these endorsements and schedules:**

ITEM 4

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

CLASSIFICATION	CODE NUMBER	PREMIUM BASIS Total Estimated Annual Remuneration	RATE per \$100 of Re- muneration	ESTIMATED ANNUAL PREMIUM

PAYROLL REPORTING and PREMIUM ADJUSTMENT PERIOD CODE: 0-Annually or at Expiration 1-Monthly 3-Quarterly 5-Three Year Fixed Rate Policy 6-Semi-Annually	N/A/D MO. DAY	MINIMUM PREMIUM \$	BILLING AMOUNT \$	TOTAL ESTIMATED ANNUAL PREMIUM \$
COMPANY CODE BLOCK	DEPOSIT PREMIUM			

COUNTERSIGNED BY _____ 19__ at _____ By _____ Authorized Representative

This Endorsement to be used with Workers' Compensation and Employers' Liability Policy
CALIFORNIA
 APPROVED FORM NO. 10
ENDORSEMENT AGREEMENT
LIMITING AND RESTRICTING THIS INSURANCE

Endorsement No.

This endorsement forms a part of policy number: issued by: and effective:	Named Insured <div style="text-align: center;"> INSURANCE COMPANY 12:01 A.M. standard time. </div>
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(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

The insurance under this policy is limited as follows:

It is **AGREED** that, anything in this policy to the contrary notwithstanding, such insurance as is afforded by the policy by reason of the designation of **California** in Item 3 of the declarations **DOES NOT INSURE**:

Employees and/or Operations and/or Locations Not Insured	As respects injury (or death resulting therefrom) sustained by ANY EMPLOYEES OTHER THAN THOSE EXCLUSIVELY ENGAGED IN THE FOLLOWING OPERATIONS: CONSTRUCTION OPERATIONS (AS DEFINED BY MANUAL CLASSIFICATIONS SHOWN ON THE CONTRACTORS SCHEDULE-CALIFORNIA ATTACHED TO THIS POLICY) PERFORMED IN CONNECTION WITH THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT METRO RAIL PROJECT BY EMPLOYEES ASSIGNED TO THE PROJECT AND WORKING AT OR FROM THE "PROJECT SITE".
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It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by the policy by reason of the designation of California in Item 3 of the declarations shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

PROJECT SITE: SEE SCHEDULE OF LOCATIONS

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

<div style="display: flex; align-items: center;"> <div> <p>Argonaut Insurance Companies</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> PRESIDENT </div> <div style="text-align: center;"> SECRETARY </div> </div> </div> </div>	AUTHORIZED REPRESENTATIVE <hr/> COUNTERSIGNATURE • BY RESIDENT LICENSED AGENT

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA

Endorsement No.

This endorsement forms a part of policy number:
issued by:
and effective:

INSURANCE COMPANY
12:01 A.M.standard time.

Named Insured

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies", is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical or mental injury, including resulting death. Bodily injury does not include emotional distress, anxiety, discomfort, inconvenience, depression, dissatisfaction or shock to the nervous system, unless caused by either a manifest physical injury or a disease with a physical dysfunction or condition resulting in treatment by a licensed physician and surgeon.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. "Exclusions", is amended to read as follows:

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract;
2. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
3. any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
4. bodily injury intentionally caused or aggravated by you;
5. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
6. bodily injury arising out of termination of employment;
7. bodily injury arising out of the coercion, demotion, reassignment, discipline, defamation, harassment or humiliation of, or discrimination against any employee.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Argonaut Insurance Companies

PRESIDENT

SECRETARY

Authorized Representative

Countersignature • By Resident Licensed Agent

CALIFORNIA PREMIUM MODIFIED BY EXPERIENCE RATING

Endorsement No.

This endorsement
forms a part of
policy number:
issued by:
and effective:

INSURANCE COMPANY
12:01 A.M. standard time.

Named Insured


(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement applies only to the insurance provided by this policy because California is shown in item 3.A. of the information page. You and we agree that the premium developed at California manual rates is subject to adjustment by application of the Experience Modification stated below.

Experience Modification

W.C.I.R.B. No.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

<p style="text-align: center;">ARGONAUT INSURANCE COMPANIES</p> <div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"><p><i>James E. Webster</i> PRESIDENT</p></div><div style="text-align: center;"><p><i>Atkeda</i> SECRETARY</p></div></div>	<p>AUTHORIZED REPRESENTATIVE</p> <hr/> <p>COUNTERSIGNATURE • BY RESIDENT LICENSED AGENT</p>
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WC 04 04 01 (Ed. 4-84)

ANNIVERSARY RATING DATE ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ (DATE) at 12:01 A.M. standard time, forms a part of

Policy No.

Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$

Authorized Representative

The premium and rates for this policy, and the experience rating modification factor, if any, may change on your anniversary rating date shown in the Schedule.

Schedule

Anniversary Rating Date	(Month)	(Day)	(Year)
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

CANCELLATION

Endorsement No.

This endorsement forms a part of policy number:
issued by:
and effective:

INSURANCE COMPANY
12:01 A.M. standard time.

Named Insured

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

NOTICE OF CANCELLATION

IT IS AGREED THAT THIS POLICY MAY NOT BE CANCELLED BY THE COMPANY NOR THE AMOUNT OF INSURANCE PROVIDED BY THE POLICY BE REDUCED UNTIL AFTER SIXTY (60) DAYS NOTICE OF CANCELLATION OR REDUCTION IN COVERAGE HAS BEEN SENT TO THE FIRST NAMED INSURED, EXCEPT FOR NON-PAYMENT OF PREMIUM, WHEREBY TEN (10) DAYS NOTICE SHALL APPLY.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.



Argonaut Insurance Companies

James E. Webster *Atkeda*

PRESIDENT

SECRETARY

Authorized Representative

Countersignature • By Resident Licensed Agent

WC 00 02 02

MARITIME EXCLUSION ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. _____ of the _____ (NAME OF INSURANCE COMPANY)

issued to

Premium \$ _____
Authorized Representative

The policy does not cover bodily injury to a master or member of the crew of any vessel.

This endorsement does not apply to your employees assigned to these classifications:†

†Absence of an entry means that no classifications are excepted.



WC 04 03 05 (Ed. 1-85)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. _____ Endorsement No. _____

of the _____ (NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$ _____

Authorized Representative

If the employer named in item 1 of the Information Page has in his employment persons not entitled to compensation under Division 4 of the Labor Code of the State of California, this policy shall operate as an election on the part of the employer to come under the compensation provisions of Division 4 with respect to those persons described in the Schedule below.

This policy applies to those persons described in the Schedule below as employees.

Schedule

"ALL EMPLOYEES EXCEPTED FROM THE WORKERS' COMPENSATION LAW."



WC 04 03 03 (Ed. 4-84)

OFFICERS AND DIRECTORS COVERAGE/EXCLUSION ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. _____ Endorsement No. 7

of the _____ (NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$ _____

Authorized Representative

If the employer named in item 1 of the Information Page is a private corporation whose officers and directors are the sole shareholders, this policy covers bodily injury sustained by all such officers and directors except those named below or in item 4 of the Information Page.

Officers and Directors Not Covered	Title
------------------------------------	-------

NONE



**CALIFORNIA LONGSHORE AND HARBOR WORKERS
COMPENSATION ACT
ENDORSEMENT**

6

This endorsement
forms a part of
policy number:
issued by:
and effective:

12:01 A.M. standard time.

Named Insured

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

You and we agree that this policy applies to benefits required of you by the Longshore and Harbor Workers Compensation Act (LCHW Act) arising out of work performed in California. Accordingly, the first sentence of paragraph C of the General Section of this policy is amended as follows:

C. Workers Compensation Law

"Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3A of the Information Page and the Longshore and Harbor Workers Compensation Act."

This endorsement does not apply to work or bodily injury subject to the Defense Base Act, the Outer Continental Shelf Act, or the Non appropriated Fund Instrumentalities Act.

The insurance coverage provided by this endorsement is subject to the following:

1. The estimated premium for coverage provided by this endorsement is shown in the schedule below or in Item 4 of the Information Page.

SCHEDULE

<u>Classification</u>	<u>Code Number</u>	<u>Premium Basis Estimated Annual Remuneration</u>	<u>Rate Per \$100 Of Remuneration</u>	<u>Estimated Annual Premium</u>
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IT IS AGREED THAT LONGSHOREMEN'S AND HARBOR WORKERS' RATES ARE TO BE 261% OF THE RATES PROMULGATED BY THE CALIFORNIA INSPECTION RATING BUREAU FOR ALL CODES OTHER THAN:

6820	8701
6821	8726
6822	7309
6843	7317
6872	7327
6874	8709
	9077

2. If you are exposed to liability under both California's workers compensation law and the LHWC Act, the premium for California's workers compensation insurance shall be based upon that part of your California payroll which is not related to operations that are subject to the LHWC Act. If the operations of a single employee expose you to liability under both laws, the California workers compensation insurance premium for that employee shall be based only upon that part of the employee's payroll which is not related to operations that are subject to the LHWC Act. If you do not maintain appropriate segregation of payroll, we will apportion payroll between California operations and LHWC Act operations based on our reasonable estimate.
3. If your operations can be assigned to two or more of the following classifications, but you do not maintain complete and accurate payroll records, we will assign all of the payroll for those operations to that classification which applies to the largest vessel built, repaired or converted:
 - a. Boat Building or Repairing—wood and fiberglass hulls—boats not exceeding 65 ft. in length overall—including shop and yard work—not recreational vessels.....6820
 - b. Boat Building or Repairing—N.O.C.—boats not exceeding 65 ft. in length overall—including shop and yard work—not recreational vessels.....6821
 - c. Boat Building or Repairing—N.O.C.—boats over 65 ft. in length, but not exceeding 150 ft. overall—including shop and yard work.....6822
 - d. Ship Building—vessels over 150 ft. in length overall—including fabrication or assembling of ship plates or frames; all shop and yard operations in connection with the fabrication of the ship.....6843
 - e. Ship Repair or Conversion—vessels over 150 ft. in length overall.....6872
4. The rates provided in Item 4 of the Information Page or this endorsement do not apply to the handling of explosives, or to operations at any location adjacent to where explosives are handled, whether by you or others. If you have such operations, we will determine special rates to be applied.
5. The premium earned under this endorsement is not subject to experience modification.
6. If anyone entitled to benefits under the LHWC Act commences any proceedings at law, in equity or in admiralty, seeking damages from you or us on account of a bodily injury, the limit of our liability under Item 3B of the Information Page is changed as follows with respect to that person:

Bodily injury by accident — each accident — \$ 100,000.00
 Bodily injury by disease — each employee — \$ 100,000.00
 Bodily injury by disease — policy limit — \$ 100,000.00

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

 <p style="text-align: center;">Argonaut Insurance Companies</p> <p style="font-size: 1.5em; font-family: cursive;">James E. McElister</p> <p style="text-align: center;">PRESIDENT</p>	<p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;">COUNTERSIGNATURE • BY RESIDENT LICENSED AGENT</p>
<p style="font-size: 1.5em; font-family: cursive;">[Signature]</p> <p style="text-align: center;">SECRETARY</p>	<p>- 35 -</p>

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

WORKERS' COMPENSATION PREMIUM PAYMENT ENDORSEMENT

Endorsement No. 5

This endorsement forms a part of policy number:
issued by:
and effective:

INSURANCE COMPANY
12:01 A.M. standard time.

Named Insured

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)


IT IS AGREED THAT THE PREMIUM FOR THIS POLICY WILL BE PAID BY:

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, ETAL
C/O JKOR - DISTRICT INSURANCE ADMINISTRATORS
425 SOUTH MAIN STREET
LOS ANGELES, CA. 90013

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT SHALL BE OBLIGATED TO PAY ANY ADDITIONAL PREMIUM AND SHALL BE ENTITLED TO RECEIVE ANY RETURN PREMIUM WHICH MAY BECOME PAYABLE UNDER THE TERMS OF THIS POLICY.

ANY DIVIDEND WHICH MAY BE DISTRIBUTED IN ACCORDANCE WITH CONDITION 18 OF THE POLICY SHALL BE PAID TO SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, ET AL, AT THE ADDRESS SHOWN ABOVE.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

 <p>Argonaut Insurance Companies</p> <p><i>James E. Webster</i> <i>Atkeda</i></p> <p>PRESIDENT SECRETARY</p>	Authorized Representative
	Countersignature • By Resident Licensed Agent

AMENDATORY ENDORSEMENT — PREMIUM OFFSET

Endorsement No.

This endorsement forms a part of policy number: issued by: INSURANCE COMPANY and effective: 12:01 A.M. standard time.	Named Insured
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(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

Paragraph H, Premium Offset, is added to Part Five, Premium, as follows:

H. Premium Offset

If you owe us additional premium under the terms of this or any other policy, and we owe you a return premium under the terms of this policy, we may offset the premium you owe us against the return premium we owe you. It is not necessary for us to issue checks or other physical evidence of payment to validate such an offset. However, we will furnish to you an accounting for your records of the amounts of premium involved in any such offset.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

<p align="center">Argonaut Insurance Companies</p> <p align="center"><i>Michael J. Hall</i></p> <p align="center">PRESIDENT</p>	<p align="center">Authorized Representative</p> <hr/> <p align="center">Countersignature • By Resident Licensed Agent</p>
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SECRETARY

WC 04 03 01 (Ed. 1-84)
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
POLICY AMENDATORY ENDORSEMENT—CALIFORNIA ENDORSEMENT #3

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ (DATE) at 12:01 A.M. standard time, forms a part of
Policy No. _____ of the _____ (NAME OF INSURANCE COMPANY)
issued to _____

Authorized Representative

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed—Not Insured**
This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages—Uninsurable**
This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Application of Policy**
Part One, "Workers' Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:
This workers' compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.
4. **Rate Changes**
This policy is issued by us and accepted by you with the agreement that you will accept any increase in

- premium or in the rates of premium which may be promulgated under any rating plan approved by the Insurance Commissioner of the State of California, and that the effective date of any such increase shall be the effective date thereof fixed in accordance with the provisions of any such rating plan so approved by the Insurance Commissioner. Also the rates used to determine the premium are subject to increase during the term of the policy if an increase in rates applicable to policies in force is approved by the Insurance Commissioner of the State of California, and that the effective date of any such increase shall be the date fixed by the Insurance Commissioner.
5. **Long Term Policy**
If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve month period, or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
 6. **Statutory Provision**
Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.



CALIFORNIA CONTRACTORS SCHEDULE

Endorsement No.

This endorsement forms a part of policy number: _____ issued by: INSURANCE COMPANY and effective: 12:01 A.M. standard time.	Named Insured _____
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(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

CLASSIFICATIONS OF BUILDING OPERATIONS

CODE MANUAL
NUMBER RATE

CARPENTRY — construction or remodeling of detached private residences for occupancy by one or two families and the construction of private garages in connection with such structures - including installation of interior trim, builders finish and cabinet work - employees whose regular hourly wage does not equal or exceed \$17.00 per hour **5645(1) 18.94**

CARPENTRY — construction or remodeling of detached private residences for occupancy by one or two families and the construction of private garages in connection with such structures - including installation of interior trim, builders finish and cabinet work - employees whose regular hourly wage equals or exceeds \$17.00 per hour.

The use of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$17.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$17.00 per hour shall be assigned to Code 5645(1) **5697(1) 16.35**

CARPENTRY — construction or remodeling of dwellings not exceeding three stories in height and private garages in connection therewith - including installation of interior trim, builders finish, and cabinet work - employees whose regular hourly wage does not equal or exceed \$17.00 per hour .. **5645(2) 18.94**

CARPENTRY - construction or remodeling of dwellings not exceeding three stories in height and private garages in connection therewith - including installation of interior trim, builders finish, and cabinet work - employees whose regular hourly wage equals or exceeds \$17.00 per hour.

The use of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$17.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$17.00 per hour shall be assigned to Code 5645(2) **5697(2) 16.35**

CARPENTRY - employees whose regular hourly wage does not equal or exceed \$17.00 per hour — N.O.C. **5403 18.94**

CARPENTRY - employees whose regular hourly wage equals or exceeds \$17.00 per hour — N.O.C.

The use of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$17.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$17.00 per hour shall be assigned to Code 5403 **5432 16.35**

CONCRETE OR CEMENT WORK — pouring or finishing of concrete floor slabs, poured in place and on the ground for other than concrete buildings or structural steel buildings of multi-story construction - including the making or stripping of forms **5200(2) 9.02**


CONCRETE OR CEMENT WORK — pouring or finishing of concrete sidewalks, driveways, patios, curbs or gutters - including the making or stripping of forms **5200(1) 9.02**

	CODE NUMBER	MANUAL RATE
CONCRETE OR CEMENT WORK — pouring or finishing of precast concrete wall panels, precast floor slabs or precast roof slabs at ground level and at job site - including the making or stripping of forms	5214	6.40
CHIMNEY CONSTRUCTION — stone, brick, or concrete - including foundations, reinforcing steel installation and lining	5222(2)	16.22
ELECTRICAL WIRING — within buildings - including installation or repair of fixtures or appliances - shop and outside — employees whose regular hourly wage does not equal or exceed \$18.00 per hour	5190	6.64
ELECTRICAL WIRING - within buildings — including installation or repair of fixtures or appliances — shop and outside — employees whose regular hourly wage equals or exceeds \$18.00 per hour.		
The use of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$18.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$18.00 per hour shall be assigned to Code 5190	5140	5.73
ELECTRICAL MACHINERY OR AUXILIARY APPARATUS — installation or repair - including incidental wiring	3724(2)	10.36
LATHING	5443	8.17
MASONRY — N.O.C.	5022	14.33
PAINTING, DECORATING OR PAPER HANGING — including shop operations — employees whose regular hourly wage does not equal or exceed \$17.00 per hour — N.O.C.	5474(1)	15.20
PAINTING, DECORATING OR PAPER HANGING — including shop operations — employees whose regular hourly wage equals or exceeds \$17.00 per hour — N.O.C.		
The use of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$17.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$17.00 per hour shall be assigned to Code 5474(1)	5482(1)	12.99
PLASTERING OR STUCCO WORK	5480	14.11
PLUMBING — shop and outside - gas, steam, hot water or other pipe fittings installation, including house connections installation — employees whose regular hourly wage does not equal or exceed \$17.00 per hour — N.O.C.	5183(1)	8.92
PLUMBING — shop and outside — gas, steam, hot water or other pipe fittings installation, including house connections installation — employees whose regular hourly wage equals or exceeds \$17.00 per hour — N.O.C.		
The use of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$17.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$17.00 per hour shall be assigned to Code 5183(1)	5187(1)	7.63
ROOFING — all kinds - including yard employees	5551	34.84
SHEET METAL WORK — erection, installation or repair — shop and outside — including installation of furnaces or air-conditioning systems — employees whose regular hourly wage does not equal or exceed \$16.00 per hour — N.O.C.	5538	10.47
SHEET METAL WORK — erection, installation or repair — shop and outside — including installation of furnaces or air-conditioning systems — employees whose regular hourly wage equals or exceeds \$16.00 per hour — N.O.C.		
The use of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$16.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$16.00 per hour shall be assigned to Code 5538	5542	9.04
CONCRETE CONSTRUCTION — N.O.C. — including foundations, or the making, setting up or taking down of forms, scaffolds, falsework or concrete distributing apparatus - N.P.D. with 5222(1), "Concrete Construction - bridges or culverts," 5040(2), "Bridge Building - metal," 6003(C), "Bridge or Trestle Construction - wood" or 5506 or 5507, "Street or Road Construction"	5213	12.69

	CODE NUMBER	MANUAL RATE
IRON OR STEEL ERECTION — structural - in the construction of buildings not over two stories in height — N.P.D. with 5040(1) — "Iron or Steel Erection - structural."	5059	26.67
CLASSIFICATIONS OF HEAVY CONSTRUCTION OPERATIONS		
ASPHALT WORKS — grinding, pulverizing, or mixing asphalt	1463(1)	8.51
BRIDGE BUILDING — metal	5040(2)	21.29
BRIDGE OR TRESTLE CONSTRUCTION — wood - all operations	6003(3)	22.19
CAISSON WORK — all operations to completion - including pile driving, excavation, masonry or concrete work up to completion of substructure only	6252	22.25
CANAL CONSTRUCTION — all operations	6361(1)	7.68
CONCRETE CONSTRUCTION — in connection with bridges or culverts - all types - where clearance is more than 10 feet at any point or entire distance between terminal abutments exceeds 20 feet - including making, setting up, or taking down forms, scaffolds, falsework or concrete distributing apparatus	5222(1)	22.22
DAM CONSTRUCTION — concrete - all operations; including the making, setting up and taking down forms, scaffolds, falsework and concrete distributing apparatus and reinforcing steel installation	5207	8.31
DAM CONSTRUCTION — N.O.C. — all operations	6011	6.10
DREDGING	6223	11.96
ELECTRIC LIGHT OR POWER LINE CONSTRUCTION	7538	21.25
EXCAVATION — N.O.C. — including borrowing, filling or back-filling	6217(1)	7.55
EXCAVATION — rock - no tunneling	1624(2)	14.61
FENCE CONSTRUCTION — metal or wood	6400	17.23
GRADING LAND — N.O.C. - including borrowing, filling or back-filling	6217(2)	7.55
IRON OR STEEL ERECTION — structural and exterior installation	5040(1)	21.29
IRON OR STEEL ERECTION — N.O.C.	5057	24.84
IRRIGATION PIPE INSTALLATION — agricultural - all operations	6364	10.64
JETTY OR BREAKWATER CONSTRUCTION — all operations to completion	6361(3)	7.68
MILLWRIGHT WORK — N.O.C. — erection or repair of machinery or equipment	3724(1)	10.36
MOBILE CRANE AND HOISTING SERVICE CONTRACTORS — N.O.C. - all operations - including yard employees	7219(3)	16.95
OIL OR GAS PIPE LINE CONSTRUCTION	6233	9.46
PAINTING — steel structures or bridges	5040(3)	21.29
PILE DRIVING	6003(1)	22.19
QUARRIES — including all employees engaged in the construction, repair and maintenance of all buildings, structures or equipment and installation of machinery	1624(1)	14.61

	CODE NUMBER	MANUAL RATE
RAILROAD CONSTRUCTION — all operations - including the laying or relaying of tracks and the maintenance of the right-of-way	7855	12.22
REINFORCING STEEL INSTALLATION — placing for concrete construction	5225	13.18
SAND OR GRAVEL DIGGING — including construction, repair or maintenance of all buildings, structures or equipment and installation of machinery	4000(1)	10.70
SCAFFOLDS, SHORING, CONCRETE OR CEMENT DISTRIBUTING TOWERS, HOD HOISTS OR CONSTRUCTION ELEVATORS — installation or removal	9529(1)	20.21
SEWER CONSTRUCTION — all operations - including construction of laterals and tunneling at street crossings	6306	14.39
STONE CRUSHING — including construction, repair or maintenance of all buildings, structures or equipment and installation of machinery	1710	7.12
STREET OR ROAD CONSTRUCTION — grading - all operations of bringing roadbed to grade, including clearing and grubbing right-of-way and temporary surfacing	5507	10.47
STREET OR ROAD CONSTRUCTION — paving or repaving, surfacing or resurfacing or scraping - all kinds - including airport runways, warming aprons, incidental field plants, fence or guard rail construction	5506	11.59
TUNNELING — all work to completion - including lining	6251	14.83
WATER MAINS OR CONNECTIONS CONSTRUCTION — including tunneling at street crossings .	6319(1)	8.76
WHARF BUILDING — timber - including pile driving	6003(2)	22.19

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

<p>Argonaut Insurance Companies</p> <p style="font-size: 1.5em; font-family: cursive;">  <i>Richard J. Hall</i> <i>Atkins</i> </p> <p style="text-align: center;"> <small>PRESIDENT</small> <small>SECRETARY</small> </p>	<p>Authorized Representative</p> <hr/> <p>Countersignature • By Resident Licensed Agent</p>
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**Workers Compensation and
Employers Liability Policy**

SCHEDULE OF LOCATIONS

Policy No.:
Issued To:

Effective Date:

This schedule lists your other workplaces which are not listed in item 1 of the Information Page:

**Workers Compensation and
Employers Liability Policy**

SCHEDULE OF PREMIUM INFORMATION

Policy No.:
Issued To:

Effective Date:

CLASSIFICATION	CODE NUMBER	PREMIUM BASIS Total Estimated Annual Remuneration	RATE per \$100 of Re- muneration	ESTIMATED ANNUAL PREMIUM

**Workers Compensation and
Employers Liability Policy**

SCHEDULE OF ENDORSEMENTS

Policy No.:
Issued To:

Effective Date:

This policy includes these schedules and endorsements:

APPENDIX C
COMMERCIAL GENERAL LIABILITY INSURANCE POLICY

ARGONAUT INSURANCE COMPANY
MASTER POLICY NUMBER MA 20-458-700000
DECLARATIONS

Item 1: Named Insured:

Southern California Rapid Transit District,
Metro Rail Transit Consultants, a joint venture;
PDCD, a joint venture;
Los Angeles County Transportation Commission

(Hereinafter referred to as the District)

and

Any contractor or subcontractor of any tier who has a contract for which insurance is to be provided by the District pursuant to the Construction Insurance Specifications of the Southern California Rapid Transit District, First Edition, 1986, including any revisions thereto.

Address:

c/o J&KOR-District Insurance Administrators
425 South Main Street
Los Angeles, California 90013

Item 2: Policy Period

From September 1, 1986, 12:01 A.M. Pacific Standard Time, until cancelled, but with respect to any contractor, insurance is effective from contract award date until all work has been completed under the contract and any changes or amendments thereto.

Item 3: Coverage

Legal liability insurance for operations as set forth in the policy.

Limits of Liability:

Bodily Injury, Property Damage and Personal Injury \$2,500,000 for each occurrence

Personal Injury \$4,000,000 annual aggregate

Products/Completed Operations Hazard \$4,000,000 annual aggregate

Date of Issue

Countersignature of Authorized Agent

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

It is agreed that :

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

- (1) the **nuclear material** (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"**waste**" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

"**nuclear facility**" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.



LIABILITY INSURANCE POLICY

The Company named in the Declarations (A Stock Company herein called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium by the Southern California Rapid Transit District (herein called SCRTD) and subject to the limits of liability, exclusions, conditions and other terms of the policy:

A. INSURING AGREEMENTS

To pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages by reason of an **occurrence**, however or wherever arising or created or alleged to have arisen or been created and arising solely or directly out of or in connection with **operations** performed under the **project** or any contract thereunder because of:

(a) **Bodily Injury:** Bodily injury, sickness, disease, mental anguish, shock, fright, or aggravation thereof, sustained by or alleged to have been sustained by any person or persons during the policy period, including care, loss of services and death at any time resulting therefrom, including bodily injury, sickness, disease, mental anguish, shock, fright, or aggravation thereof arising out of omission, error or mistake committed in connection with any medical treatment or on account of dispensing drugs or medicines or the consumption, handling or use of

medical articles or products handled or distributed by any dispensary or first aid station under the control of the insured, and

(b) **Property Damage:** Damage to, loss or destruction of tangible property of others, including but not limited to property of every kind and description, loss of use of tangible property, loss of revenue, loss of gain or profits, loss of earnings and all other direct and consequential loss or damage for which legal liability exists from any cause other than breach of contract or liability arising out of the unlawful appropriation of property, and

(c) **Personal Injury:** Personal injury arising out of false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, personal restraint, wrongful eviction, and unintentional discrimination.

B. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

It is further agreed that as respects the insurance afforded by this policy, the Company shall

(a) Defend any suit against the **insured** arising out of or alleging such **bodily injury, property damage or personal injury** and seeking damages on account thereof, even if any of the allegations of such suit are groundless, false or fraudulent; but the Company shall have the right to make such investigations, negotiation and settlement of any claim or suit as it deems expedient;

(b) Pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds or other bonds required in such defended suit, and to apply for and furnish all such bonds not in excess of the applicable limit of liability of this policy;

(c) Pay all expenses incurred by the Company, all costs taxed

against the **insured** in any suit and all interest accruing

(1) Before judgment on that part of the judgment which does not exceed the limit of the Company's liability; and

(2) After entry of judgment until the Company has paid or tendered or deposited in court that part of such judgment which does not exceed the limit of the Company's liability;

(d) Pay expenses incurred by the **insured** or his representative at the time of an accident for immediate necessary medical and surgical relief to others;

(e) Reimburse the **insured** for all reasonable expenses, including loss of earnings up to \$200 per day, incurred at the Company's request.

The amounts so incurred, except settlements of claims and suits, are payable by the Company in addition to the applicable limit of liability of this policy.

C. DEFINITION OF INSURED

The words **Named Insured** wherever used in this policy shall mean not only the **Named Insured** as set forth in the Declarations, but shall also mean any subsidiary corporations in which the **Named Insured** owns 50% or more of the stock and any trade or firm name or style under which they may operate, as they are now or as they may hereafter be constituted.

The unqualified word **insured** wherever used in this policy means not only the **Named Insured** but also means:

(a) Any partner, director, executive officer, stockholder, administrator or supervisory employee of the **Named Insured**, or any member of any joint venture or any political subdivision, commission, board or agency covered by this insurance, insofar as any liability exists by reason of his being such part-

ner, director, executive officer, stockholder or member, or while acting within the scope of his duties as such;

(b) Any individual, firm, joint venture, copartnership, corporation, political subdivision, commission, board or other agency, or any other entity with whom the **Named Insured** has contracted or during the applicable policy period may contract to procure liability insurance, but only to the extent and in the amount for which the **Named Insured** has contracted to procure such insurance and in no event contrary to the terms and conditions or for a greater amount than the limits of liability of this policy or for a policy period longer than that applicable to such **Named Insured**.

D. POLICY PERIOD, TERRITORY

This policy applies to **occurrences** during the policy period, as set forth in the Declarations, anywhere in the world, provided, however, that such insurance as is afforded under this policy to any contractor shall be effective from contract award date and terminate as to any specific contract upon acceptance by SCRTD of the work performed under the contract, except that su

insurance as is provided under this policy to any contractor for the **products/completed operations hazard** as defined in Condition 10, titled "Definitions", shall apply to events occurring after the commencement of Metro Rail Project MOS-1 operating revenue service, for a period of three years thereafter.

E. LIMITS OF LIABILITY

The limit of liability stated in the Declarations as applicable to each occurrence is the total limit of the Company's liability for all damages arising out of any one occurrence during the policy period.

Subject to the above provision respecting "each occurrence", the total liability of the Company which is included within the **products/completed operations hazard** as defined in Condition 10, titled "Definitions", for all damages because of all **bodily injury and property damage** which occurs during each annual period while this policy is in force, commencing from its effective date, shall not exceed the limit of liability stated in the Declar-

ations as **products/completed operations hazard** annual aggregate.

Regardless of the number of (1) **insureds** hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits made or suits brought on account of **personal injury**, the total limit of the Company's liability under this coverage for all damages incurred in any one policy year shall not exceed the limit of liability stated in the Declarations as **personal injury** annual aggregate.

The inclusion of more than one **insured** under this policy shall not operate to increase the limit of the Company's liability.

F. EXCLUSIONS

This policy shall not apply:

(a) Except with respect to liability assumed under contract, to **bodily injury** or sickness, or disease or death of any employee of the **insured** arising out of and in the course of employment by the **insured**, nor to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workers compensation law, unemployment compensation or disability benefits law or under any similar law;

(h) To **property damage** to a specific article, object or thing, or loss of use thereof, out of which an **occurrence** arises, where the **property damage** arises out of faulty work performed by the **Named Insured** on such specific article, object or thing, or arises out of a defect in such specific article, object or thing;

(c) To liability arising out of work performed under any guarantee or maintenance agreement, anything in Insuring Agreement IV, titled "Policy Period, Territory", to the contrary notwithstanding;

(d) To **bodily injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **automobile** or watercraft owned or operated by or rented or loaned to any **insured**. "Use" includes operation and loading or unloading.

This exclusion does not apply to:

(1) A watercraft while ashore on premises owned by or rented to the **Named Insured**;

(2) A watercraft not owned by the **Named Insured** that is
a. less than 26 feet in length and

b. not being used to carry persons or property for a charge;

(3) An **automobile** while parked on premises owned by or rented to the **Named Insured** or ways immediately adjoining, provided such **automobile** is not owned by or rented or loaned to the **insured**;

(4) Liability assumed under contract for damages arising out of ownership, maintenance or use of aircraft or watercraft.

(e) To **bodily injury** or **property damage** arising out of:

(1) The transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**; or

(2) The use of **mobile equipment** in, or while in practice or preparation for, a prearranged racing, speed or demoli-

tion contest or in any stunting acting.

(f) To liability for **property damage** to property owned by or in the care, custody or control of any **insured** to the extent such property is covered under any property insurance, including deductibles, provided by the District and in effect for such **insured**.

(g) To liability excluded by the Nuclear Energy Liability Exclusion Endorsement printed on the reverse side of the Declarations;

(h) To liability for sums withheld by the District under its Construction Insurance Specifications including any amendments or revisions thereto;

(i) To liability for **property damage** to contractors equipment in the care, custody or control of any **insured** or as to which any **insured** is for any purpose exercising physical control;

(j) To any person described in "Definition of Insured" who is a director of any insured corporation, or who is an officer of an insured political subdivision or a member of a board, agency, or commission thereof, with respect to his liability to such corporation or its stockholders, or to such political subdivision or its constituents, for financial loss to intangible property or property rights arising out of the performance of, or failure to perform, acts involving the exercise of judgment or discretion, except when physical injury to tangible property also occurs.

(k) To liability for the cost or expense of repair, correction or replacement of any structure, work or thing which will become or is a part of the SCRTD Metro Rail System, including loss of use thereof, loss of revenue and loss of gain, earnings or profits resulting therefrom.

(l) To **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water howsoever caused.

(m) To **personal injury** arising out of discrimination if such discrimination arises out of or is in any way connected with the employment of or failure to employ any person by any **insured**.

G. CONDITIONS

1. Premium

The premium for the policy shall be as agreed upon between the Company and SCRTD and shall be adjusted with and paid by SCRTD.

2. Inspection and Audit

The Company shall be permitted at all reasonable times to inspect **Named Insured's** premises or **operations** and to examine and audit the **insured's** books and records at any time during

the policy period and any extension thereof, and within one year after the final termination of the policy, as far as they relate to the premium bases of this policy or the subject matter of insurance. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Named Insured** or others to terminate or warrant that such premises or **operations** are safe or healthful, or are in compliance with any law, rule or regulation.

3. Notice to Company

Written notice shall be given by or on behalf of the insured to the Company or its duly authorized agents as soon as reasonably possible after JKOR-District Insurance Administrators has knowledge of an event or occurrence which may reasonably be expected to result in a claim. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the event or occurrence, the name and address of the injured and of any available witnesses.

4. Notice of Claim or Suit

If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company, or any claims representative designated by the Company, every demand, notice, summons or other process received by him or his representative.

5. Assistance and Cooperation of the Insured

The insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and the Company shall reimburse the insured for any reasonable expense, other than loss of earnings, incurred at the Company's request. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such necessary medical and surgical relief to others as shall be incurred by the insured or his representative at the time of injury.

6. Action Against Company

No action, other than for declaratory relief, shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company. Any person or his legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under the terms of this policy in the same manner and to the same extent as the insured. Nothing contained in this policy shall give any person or organization any right to join the Company as a codefendant in any action against the insured to determine the insured's liability.

7. Other Insurance

Except when the District has elected by contract or agreement to the contrary, the insurance under this policy shall be primary insurance and the Company shall be liable under this policy for the full amount of the loss up to and including the total limit of liability set forth in the Declarations without right of contribution from any other insurance company, covering a loss covered under this policy.

However, if any loss covered by this policy is covered by any other insurance policy than those specified in the Construction Insurance Specifications, or as amended or which was effected by a party other than a Named Insured under this policy, then the insurance under this policy shall be excess insurance over and not contributing with or primary of, such other insurance.

8. Subrogation

The Company shall be subrogated to all rights which the insured may have against any person, copartnership, corporation, estate or other entity (except those covered by this policy) to the extent of any payment made by the Company under this policy, and the insured shall execute all papers required to secure to the Company such rights, provided

(a) that all rights of subrogation are waived under the policy

against any corporation or corporations, the majority of whose capital stock is owned or controlled by the insured; or against any corporation, firm or individual to which or to whom protection is afforded under this policy;

(b) that all right of subrogation is waived under this policy if the insured is for any reason unable to subrogate to the company the right of recovery against persons, copartnerships, corporations, estates or other entities for any payments made hereunder.

9. Changes

No notice to any agent, or knowledge possessed by any agent or by any other person shall be held to effect a waiver or change in any part of this policy nor stop the Company from asserting any rights under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part thereof, signed by a duly authorized representative of the Company.

10. Definitions

(a) **Automobile** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, but automobile does not include mobile equipment.

(b) **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

(1) Bulldozers, farm machinery, forklifts and vehicles designed for use principally off public roads;

(2) Vehicles maintained for use exclusively on premises owned by or rented to the insured, including the ways immediately adjoining;

(3) Vehicles that travel on crawler treads;

(4) Vehicles, whether self-propelled or not, on which are permanently mounted:

a. Power cranes, power shovels, power loaders or power diggers; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

(5) Vehicles not described in 1, 2, 3 or 4 above that are not self-propelled but are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to lift workers to heights;

(6) Vehicles not described in 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo.

(7) Self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be **automobiles**:

a. Equipment designed primarily for:

i. Snow removal;

ii. Road maintenance, but not construction;

iii. Street cleaning;

b. Cherry pickers and similar devices used to lift workers to heights; and

c. Air compressors, pumps and generators used for spraying, welding, cleaning buildings, geophysical exploration, lighting or well servicing.

(c) **Operations**, as respects contractors, whenever used in the policy shall mean all operations performed by the contractor at the job site as defined in the insurance specifications of the

District including operations elsewhere in connection therewith, operations performed by the contractor at other locations during the time such other locations are exclusively used by the contractor for work performed for the District, and operations elsewhere in connection therewith from such other locations while so exclusively used.

(d) **Occurrence** whenever used in this policy shall mean an accident or continuous or repeated exposure to conditions which results in **bodily injury, personal injury or property damage** not expected or intended from the standpoint of the **insured**.

(e) **Products/Completed Operations Hazard** means:

- (1) Goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under his name, if the **occurrence** happens after possession of such goods or products has been relinquished to others by the **Named Insured** or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the **Named Insured**; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property other than such container, rented to or located for the use of others but not sold;
- (2) **Operations**, if the **occurrence** happens after such **operations** have been completed or abandoned; provided **operations** shall not be deemed incomplete because improperly or defectively performed or because further **operations** may be required pursuant to an agreement; provided further, the following shall not be deemed to be **operations** within the meaning of this paragraph: (a) pickup or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or on behalf of the **insured**, and (c) the existence of tools, uninstalled equipment and abandoned or unused materials.

(f) **Project** whenever used in this policy shall mean all phases of construction, including testing of cars and systems, of the SCRTD Metro Rail System as it is now or may hereafter be constituted.

11. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the **Named Insured** shall die, such insurance as is afforded by this policy

shall apply (1) to the **Named Insured's** legal representative, as the **Named Insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

12. Cross Liability

The insurance afforded by this policy applies severally as to each **insured**, as though a separate policy had been issued to each **insured**, except that the inclusion of more than one **insured** shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an **insured** shall not affect any right which such person or organization would have as a claimant if not so included.

13. Representation of the Insured (Sole Agent)

The Southern California Rapid Transit District, or its General Manager or his authorized representative, shall be the sole and irrevocable agent of all **insureds** under this policy for the purpose of:

- (a) issuing instructions for the alteration of this policy;
- (b) giving or accepting notice of cancellation of this policy;
- (c) receiving and receipting payment;
- (d) making premium adjustments.

14. Intermediary - Notification Clause

All notices and communications and all premiums, bills, and adjustments in connection with this insurance shall be addressed to JKOR-District Insurance Administrators, 425 South Main Street, Los Angeles, California 90013 (which is recognized as the intermediary) to be transmitted to the District and the Company.

15. Cancellation and Change

This policy may be cancelled by the Company by mailing to SCRTD, at the address shown in the Declarations, written notice stating when, not less than one hundred eighty (180) days thereafter, such cancellation shall be effective. This policy may be cancelled by SCRTD by mailing to the Company written notice stating when thereafter such cancellation shall be effective.


The policy coverage, terms, conditions, premiums or premium rates may be modified by mailing to SCRTD at the address shown in the Declarations, written notice stating the nature of the change and when, not less than sixty (60) days thereafter, it shall be effective.

Delivery of such written notice shall be equivalent to mailing.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless completed by the attachment thereto of the Declarations Page and countersigned on the aforesaid Declarations Page by a duly authorized representative of the Company.



PRESIDENT



SECRETARY

ENDORSEMENT 1

Endorsement No.

This endorsement forms a part of

policy number: MA 20-458-700000

issued by: Argonaut

and effective: September 1, 1986

Named Insured

INSURANCE COMPANY

12:01 A.M. standard time.

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

Solely as respects The Southern California Rapid Transit District (SCRTD) as **Named Insured**, it is agreed that:

1. Insuring Agreement I is deleted and the following substituted therefor:
 1. To pay on behalf of SCRTD all sums which SCRTD shall become obligated to pay as damages by reason of legal liability of SCRTD however or wherever arising or created or alleged to have arisen or been created, because of any **occurrence** resulting in actionable injury suffered or sustained or alleged to have been suffered or sustained by any person, firm, joint venture, corporation or other entity arising out of the **project**.
2. Insuring Agreement III (a) is deleted and the following substituted therefor:
 - (a) partner, director, executive officer, stockholder or employee of SCRTD, or any member of any joint venture or any political subdivision, commission, board or agency insofar as any liability exists by reason of his being such partner, director, executive officer, stockholder, employee or member, or while acting in the scope of his duty as such;
3. The Exclusions are amended by the addition of the following:
 - (n) to liability for breach of an oral or written contract or the unlawful appropriation of property by SCRTD, including inverse condemnation, but this exclusion shall not apply to that portion of any oral or written agreement providing for the assumption of any liability of others.
4. Solely as respects SCRTD as **Named Insured**, it is agreed that, anything contained in Condition 15, Cancellation to the contrary notwithstanding, the insurance afforded for the first \$500,000 each **occurrence** (deductible portion) of the limit of liability shall not be cancelled by the Company. In the event of cancellation of the remainder of the insurance by the Company, notice of such cancellation shall consist of an endorsement reducing the limit of liability to \$500,000 each **occurrence**, and shall state when not less than 180 days thereafter, such cancellation shall be effective.
5. Provisions of this endorsement shall supersede any other provisions of the policy if in conflict therewith.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

Argonaut Insurance Companies

Richard J. Hill *Atkeda*

PRESIDENT

SECRETARY

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Authorized Representative

Countersignature • By Resident Licensed Agent

ENDORSEMENT 2 Additional Interest

Endorsement No.

This endorsement forms a part of

policy number: MA 20-458-700000

issued by: Argonaut

and effective: September 1, 1986

Named Insured

INSURANCE COMPANY

12:01 A.M. standard time.

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

1. Subject to all provisions applicable to the district as **Named Insured**, it is agreed that the word "partner" as stated in Insuring Agreement III, "Definition of Insured", subparagraph (a), shall include the following but only as respects liability arising out of services performed for the Southern California Rapid Transit District by:

A. Metro Rail Transit Consultants, A Joint Venture (MRTC) - A Named Insured

1. Daniel, Mann, Johnson & Mendenhall.
2. Parsons, Brinckerhoff, Quade & Douglas, Inc.
3. Kaiser Engineers (California) Corporation.
4. Harry Weese & Associates Ltd.

and by:

B. PDCD, A Joint Venture - A Named Insured

1. The Ralph M. Parsons Co.
2. Dillingham Construction Company, Inc.
3. DeLeuw, Cather & Company.

C. With respect to MRTC and PDCD, this policy shall not apply to bodily injury or property damage because of any professional services performed by or for the Named Insured, including but not limited to

- i. the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and
- ii. supervisory inspection or engineering services, except that this part (ii) shall not apply to safety services provided by PDCD.

2. Such insurance as is afforded by this policy to the district shall also apply to JKOR - District Insurance Managers as an **Insured**, provided, however, the insurance shall not apply to liability of JKOR- District Insurance Managers for breach of duty of any nature.

3. Such insurance as is afforded by this policy to the District shall also apply to the City of Los Angeles, California, Department of Water and Power, all as specified under Agreement No. 10098 Water System, dated 12/22/83, and Power System No.10222, dated 2/2/84, as an **Insured**, provided, however, the insurance will apply only to liabilities for such additional interest arising solely out of premises and operations of the project.

4. Such insurance as is afforded by this policy to the District shall also apply to the County of Los Angeles, California and the Los Angeles County Flood Control District, all as specified under Master Cooperative Agreement 48908 dated November 20, 1984, provided, however, the insurance will apply only to liabilities for such additional interest arising solely out of premises and operations of the project.

5. Such insurance as is afforded by this policy to the District shall also apply to the Southern California Gas Company as an **Insured**, in compliance with the Southern California Gas Company Blanket Pipeline Construction Contract, for all work performed on facilities owned by the Southern California Gas Company by or on behalf of the District.

6. Provisions of this endorsement shall supersede any other provisions of the policy in conflict therewith.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

<p>Argonaut Insurance Companies</p> <p><i>Michael J. Hall</i> <i>Atyuda</i></p> <p>PRESIDENT SECRETARY</p>	<p>Authorized Representative</p>
	<p>Countersignature • By Resident Licensed Agent</p>

UND-337 (9-86)

ENDORSEMENT 3
Long Term Construction Project Deductible Insurance Provisions

Endorsement No.

This endorsement
forms a part of

policy number: **MA 20-458-700000**
issued by: **Argonaut**
and effective: **September 1, 1986**

INSURANCE COMPANY
12:01 A.M. standard time.

Named Insured

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

In consideration of the reduced premium charged, it is agreed that:

1. The company's obligation under this policy is to pay losses on behalf of the insured. The **Named Insured's** obligation hereunder is to furnish to the company funds to pay losses and allocated loss expenses up to the amount of the deductible limitation for each occurrence.

Amount of Deductible \$500,000 each occurrence

2. In addition to the deductible amount, the company will collect from the funds so furnished unallocated loss adjustment expenses at the rate of \$.10 for each \$1.00 of paid loss and paid allocated loss expenses included within the deductible.
3. The terms of the policy, including those with respect to (a) company's rights and duties with respect to the defense or settlement of claims or suits and (b) the insured's duties in the event of a claim, apply irrespective of the application of the deductible amount.
4. Allocated loss expenses as used herein include the following expenses incurred in connection with the investigation, settlement or defense of a claim or suit:
 - a. attorneys fees
 - b. court costs
 - c. all other items of expense which include, but are not limited to:

jury fees	autopsy expenses
expert witness fees	stenographic fees
consultants fees	witness fees and summonses
laboratory and x-ray costs	document costs

The following shall not be included as allocated loss expenses:

- a. salaries and traveling expenses of company employees
- b. company overhead
- c. fees paid to independent adjusters for adjusting claims

5. In consideration of the issuance of this endorsement and to fulfill its obligation under paragraphs 1 and 2 hereof, the **Named Insured** agrees to establish an initial fund of \$250,000 from which the company will pay losses subject to the deductible plus the unallocated loss adjustment expenses related to such losses.

If any single loss payment subject to the deductible exceeds \$150,000, the company shall demand and the **Named Insured** shall furnish the full amount of such loss payment notwithstanding the amount of funds available in the loss fund.

If any other accumulation of losses and unallocated loss adjustment expenses exceeds \$150,000 in total, the company shall demand and the **Named Insured** shall furnish an equal amount to replenish the fund to its original \$250,000 total.

Such demands by the company shall be met by the **Named Insured** within five working days of the presentation by the company of sufficient documentation to establish the validity of each such demand.

6. Upon examination of loss payment patterns and frequency of demands for reimbursement of the loss fund, the company may at its sole discretion require changes in the amount of money to be made available in the fund.

The earnings of the loss fund, if any, shall belong to the **Named Insured**. The company shall be the sole beneficiary of the loss fund in all other respects, and the **Named Insured** shall not be permitted to remove money from the loss fund for any reason whatsoever, except with the approval of the company.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

<p>Argonaut Insurance Companies</p> <p><i>Michael J. Hall</i> <i>Atkeda</i></p> <p>PRESIDENT SECRETARY</p>	<p>Authorized Representative</p>
	<p>Countersignature • By Resident Licensed Agent</p>

UND-338 (9-86)

ENDORSEMENT 4
Long Term Construction Project Premium Provisions

Endorsement No.

This endorsement forms a part of policy number: MA 20-458-700000 issued by: Argonaut and effective: September 1, 1986	Named Insured INSURANCE COMPANY 12:01 A.M. standard time.
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(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)


The premium for this policy shall be computed at an initial composite rate set forth in the schedule below applied to each \$100 of contract cost. Contract cost is defined as the sum of all payments made by SCRTD to any contractor or subcontractor of any tier for operations conducted under a contract covered by this policy.

The **Named Insured** agrees to pay an initial deposit premium of 25% of the estimated annual premium set forth below. The balance of the estimated annual premium is payable in eleven equal installments as shown in the schedule.

The company will audit the **Named Insured's** records monthly. The company may, as a result of such audits, change the amount of current and subsequent installments. Such changes shall be made at the discretion of the company when in its judgement the collectible premiums are inadequate to fulfill the **Named Insured's** premium obligation hereunder.

S.C.R.T.D. LIBRARY

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

Argonaut Insurance Companies  PRESIDENT SECRETARY	Authorized Representative <hr/> Countersignature • By Resident Licensed Agent
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

PAGE 1

Endorsement No. 5

This endorsement forms a part of policy number: MA-20-470-700000 issued by: ARGONAUT INSURANCE COMPANY and effective: 01-01-88 12:01 A.M. standard time.

Named Insured SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, ET AL

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

IT IS AGREED THAT EXCLUSION (1) OF THE POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF ANY CONTAMINANT OR POLLUTANT WHICH IS IDENTIFIED AT THE PROJECT SITE AND IS DISCOVERED DURING TUNNEL BORING OR TUNNEL AND/OR STATION EXCAVATION ACTIVITIES, UNTIL SUCH CONTAMINANT OR POLLUTANT IS PLACED UNDER THE CARE, CUSTODY OR CONTROL OF ANY LICENSED HAZARDOUS WASTE DISPOSAL CONTRACTOR.

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THE LIMIT OF LIABILITY SET FORTH IN THE POLICY DECLARATIONS IS AMENDED TO READ AS FOLLOWS RESPECTING THE COVERAGE AFFORDED BY THE ENDORSEMENT:

BODILY INJURY AND PROPERTY DAMAGE \$2,000,000 FOR EACH OCCURRENCE, \$4,000,000 ANNUAL AGGREGATE EXCESS OF A \$500,000 BODILY INJURY AND PROPERTY DAMAGE COMBINED PER OCCURRENCE DEDUCTIBLE

SOLELY FOR THE PURPOSE OF DETERMINING THE APPLICATION OF SAID LIMIT OF LIABILITY, THE TERM OCCURRENCE AS USED HEREIN INCLUDES ALL HANDLING OF ANY CONTAMINANT OR POLLUTANT FROM THE TIME OF ITS IDENTIFICATION AT THE PROJECT SITE UNTIL IT IS UNDER THE CARE, CUSTODY OR CONTROL OF A LICENSED HAZARDOUS WASTE DISPOSAL CONTRACTOR.

IT IS FURTHER AGREED THAT SUCH COVERAGE AS IS PROVIDED BY THIS ENDORSEMENT SHALL NOT APPLY:

- (1) TO HANDLING OR REMOVAL OF ANY CONTAMINANT OR POLLUTANT NOT DONE IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. 56901-6987), THE ENVIRONMENTAL RESPONSE, COMPENSATION & LIABILITY ACT OF 1980 (42 U.S.C. 9601-57), ANY REGULATIONS ISSUED PURSUANT THERETO, OR ANY SIMILAR LAWS OF THE STATE OF CALIFORNIA.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

LA/as/5-19-88

Argonaut Insurance Companies



James E. Webster (President) and [Signature] (Secretary)

Authorized Representative

Countersignature • By Resident Licensed Agent

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

PAGE 2

Endorsement No. 5

This endorsement forms a part of policy number: MA-20-470-700000
issued by: ARGONAUT INSURANCE COMPANY
and effective: 01-01-88 12:01 A.M. standard time.

Named Insured
SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT, ET AL

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

- (2) TO ANY CLAIM FIRST MADE OR SUIT FIRST BROUGHT AGAINST THE INSURED MORE THAN 12 MONTHS AFTER THE DATE ON WHICH THE CONTAMINANT OR POLLUTANT IS PLACED UNDER THE CARE, CUSTODY OR CONTROL OF A LICENSED HAZARDOUS WASTE DISPOSAL CONTRACTOR.
- (3) TO ANY LICENSED HAZARDOUS WASTE DISPOSAL CONTRACTOR, OR TO ANY WASTE DISPOSAL SITE.

THE TERM "CONTAMINANT OR POLLUTANT", WHEREVER USED IN THIS ENDORSEMENT, SHALL INCLUDE ALL THE RELATED TERMS CONTAINED IN EXCLUSION (1).

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

LA/as/5-19-88



Argonaut Insurance Companies

James E. Webster *Alveda*

PRESIDENT

SECRETARY

- 60 -

Authorized Representative

Countersignature • By Resident Licensed Agent

APPENDIX D
EXCESS LIABILITY POLICY



ORIGINAL Lloyd's Policy

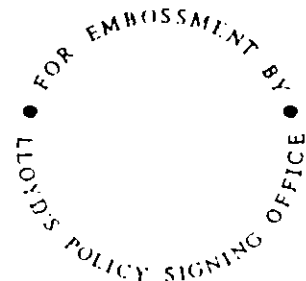
Whereas the Assured named in the Schedule herein has paid the premium specified in the said Schedule to the Underwriting Members of Lloyd's who have heretofore subscribed their Names (hereinafter referred to as "the Underwriters"),

Now Know Ye that We, the Underwriters, Members of the Syndicates whose definitive numbers in the aftermentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to insure against any loss as more fully specified herein, whether a total or partial loss, as well as associated costs specified herein, if any, which shall be substantiated under this Policy, to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,
General Manager



The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

S C H E D U L E

Policy No. 551/UAC0260, UAC0261, UAC0262, UAC0263

The Name and Address of the Assured:

Southern California Rapid Transit District and others as set forth
in the wording attached hereto,
c/o JOR-District Insurance Administrators
548 South Spring Street
Suite 435
Los Angeles,
California 90013, U.S.A.

The risk, interest, location and sum insured hereunder:

As per wording attached hereto
which shall be taken and read
as forming an integral part
hereof.

Wherever the words "Insurers" and "Insured"
appear herein they shall be deemed to read
"Underwriters" and "Assured" respectively.

HERETO: 100% of the amount(s) of Insurance and Premium stated
herein.

The period of Insurance from 1st July, 1988 at 12.1 a.m. Local
Standard Time to either (i) 1st July, 1993 at 12.1 a.m. Local
Standard Time, or (ii) the completion date of the Project referred to
in Item 3 of the Declarations herein, whichever shall first occur,
and for such further periods as may be mutually agreed upon.

Dated in: LONDON the 16th May, 1989

DGM/DJC

C4/054/890449

2215 J or J(A) SFB

DECLARATIONS

ITEM 1. a) NAMED INSURED:

Southern California Rapid Transit District,
Metro Rail Transit Consultants, a joint venture;
PDCD, a joint venture;
Los Angeles County Transportation Commission but
solely in respect of the operations of Southern
California Rapid Transit District.

(Hereinafter referred to as the District)

and

any contractor or subcontractor of any tier who
has a contract for which insurance is to be
provided by the District pursuant to the
Construction Insurance Specifications of the
Southern Rapid Transit District, First Edition,
1986, including any revisions thereto.

b) ADDRESS OF NAMED INSURED:

c/o JOR-District Insurance Administrators
548 South Spring Street, Suite 435
Los Angeles, California 90013

ITEM 2. a) UNDERLYING POLICY NO(S):

MA 20-458-700000

b) UNDERLYING INSURER(S)

Argonaut Insurance Company

ITEM 3. PROJECT:

Construction of a Metro Rail Project (MOS I)

ITEM 4. UNDERLYING LIMITS
(Insuring Agreement ii):

A) \$2,000,000

B) \$2,500,000

ITEM 5. UNDERLYING AGGREGATE LIMITS
(Insuring Agreement ii):

\$4,000,000

- ITEM 6. LIMIT OF LIABILITY
 (Insuring Agreement ii):

 \$98,000,000
- ITEM 7. AGGREGATE LIMIT OF LIABILITY
 (Insuring Agreement ii):

 \$98,000,000
- ITEM 8. POLICY PERIOD:
- a) FROM THE INCEPTION DATE OF THIS POLICY BEING:
 1st July, 1988 at 12.01 a.m. Local Standard Time
- b) TO THE EXPIRATION DATE OF THIS POLICY BEING:
 Either (i) 1st July, 1993 at 12.01 a.m. Local
 Standard Time, or (ii) the completion date of the
 Project referred to above in Item 3, whichever
 shall first occur.
- ITEM 9. NOTICE OF OCCURRENCE (Condition 7) to:
- Fred S. James & Co. of Texas
 3811 Turtle Creek Blvd., Lock Box 1
 Dallas, Texas 75219-4419, U.S.A.
- ITEM 10. SERVICE OF PROCESS (Condition 8) upon:
- Mendes & Mount
 3 Park Avenue
 New York, N.Y. 10016, U.S.A.
 and/or their nominees

ENDORSEMENT NO. 13

It is hereby understood and agreed that this Policy is extended to include liability in respect of occurrences occurring subsequent to 1st September, 1986 for which written notice has not been given to the Insurers of any other insurance at the inception date (1st July, 1988) of this Policy.

All other Terms and Conditions remain unchanged.

B9/040/881727

ENDORSEMENT NO. 12

DEFINITION OF CONTRACT COSTS

For adjustment purposes Contract Costs are defined as:

- 1) Tunnels, stations, operations and control center building including utility relocation
- 2) Maintenance facilities building and shop equipment
- 3) System wide train controls, communications, passenger vehicles, fare collection, etc.
- 4) Traction power
- 5) Track work

All other terms and conditions remain unchanged.

B9/040/881578

ATTACHING TO AND FORMING PART OF POLICY NO. 551/UAC 0262

ENDORSEMENT NO. 11

It is hereby understood and agreed that the following entities are included as Additional Insureds hereunder but solely with respect to interests in the Metro Rail Construction project of the named Insured:-

1. LOS ANGELES UNION PASSENGER TERMINAL
2. SOUTHERN PACIFIC TRANSPORTATION COMPANY
3. THE ATCHISON, TOPEKE AND SANTA FE RAILWAY COMPANY
4. LOS ANGELES & SALT LAKE RAILROAD COMPANY AND ITS LESSEE,
UNION PACIFIC RAILROAD COMPANY
5. NATIONAL RAILROAD PASSENGER CORPORATION

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ENDORSEMENT NO. 9

This policy shall not apply to Bodily Injury, Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water howsoever caused.

It is agreed, however, that the foregoing does not apply to:-

- 1) a Sudden and Accidental Occurrence which occurs during the period of this policy including the Completed Operations period that results in Bodily Injury, Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of naturally occurring underground gases such as, but not limited to, methane, caused by tunnelling or excavating operations where:
 - a) the Insured becomes aware of such Occurrence within 72 hours of its commencement and
 - b) The Insured provides to Underwriters written notification of the commencement of such Occurrence within 60 days of such commencement,
- 2) A Sudden and Accidental Occurrence which occurs during the period of this Policy which results in Bodily Injury, Personal Injury or Property Damage arising out of any contaminant or pollutant which is identified at the project site and is discovered and reported during tunnel boring or tunnel station excavation activities, until such contaminant or pollutant is placed under the care, custody or control of any licensed hazardous waste disposal contractor.

It is further agreed that such coverage as is provided by the foregoing sub-paragraphs 1) and 2) shall not apply to:

- (i) any site or location used in whole or in part for the handling, processing, treatment, storage, disposal, or dumping of any waste materials or substances;
- (ii) the cost of evaluating and/or monitoring and/or controlling seeping and/or polluting and/or contaminating substances;
- (iii) the cost of removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances on property at any time owned and/or leased by the Insured and/or under the control of the Insured.

For the purposes of sub-paragraph 2) above, the term occurrence shall include all handling of any contaminant or pollutant from the time of its identification at the project site until it is under the care, custody or control of a licensed hazardous waste disposal contractor.

It is further agreed that such coverage as is provided by the foregoing sub-paragraph 2) shall not apply:-

- a) unless handling or removal of any contaminant or pollutant is done in accordance with the Resource Conservation and Recovery Act (42 U.S.C. S5 6901-6987), the Comprehensive Environmental Response, Compensation & Liability Act of 1980 (42 U.S.C. 9601-57), any regulations issued pursuant thereto, or any similar laws of the State of California;
- b) to any claim first made or suit first brought against the Insured more than 12 months after the date on which the contaminant or pollutant is placed under the care, custody or control of a licensed hazardous waste disposal contractor;
- c) to any licensed hazardous waste disposal contractor.
- d) to Bodily Injury, Personal Injury or Property Damage or any costs or expenses associated therewith which arise out of any exposure to the existence of any contaminant or pollutant prior to the attachment date of this Policy and irrespective of when the Bodily Injury, Personal Injury or Property Damage manifest themselves.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

LONDON: 22nd May 1989
PB/CM
ED/044/890251

ENDORSEMENT NO. 8

ANNUAL REVIEW REQUIREMENT

It is hereby understood and agreed that during the period of thirty days prior to the commencement of each Policy Aggregate Period the Insured shall provide to Underwriters the following information, current to the date of provision:-

- (i) the value of contract costs let since the inception date of this policy,
- (ii) the value of contract costs completed since the inception date of this policy,
- (iii) a list and description of all known occurrences which have occurred or have been notified to the Insured subsequent to the inception date of this policy and
- (iv) any material change in the exposure or information as detailed at the inception date of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT NO. 7

AGGREGATE PERIOD

It is understood and agreed that the Policy Aggregate Periods referred to herein are:-

1ST JULY 1988 TO 1ST JULY 1989

1ST JULY 1989 TO 1ST JULY 1990.

1ST JULY 1990 TO 1ST JULY 1991

1ST JULY 1991 TO 1ST JULY 1992

1ST JULY 1992 TO 1ST JULY 1993

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

ENDORSEMENT NO. 6

SUNSET CLAUSE

Notwithstanding anything else to the contrary in this policy, in consideration of the premium charged, it is understood and agreed by the Insured, that the Insurers hereunder, are not liable under any circumstances, for any loss, damage, injury expense or claim of whatever nature, which is otherwise insured under the Insuring Agreements appearing in the policy, unless notice of such loss, damage, injury, expense or claim, is asserted against the Insured in writing, or suit thereon is brought against Insured, prior to expiry of 24 months after the end of the completed operations period provided herein. Provided however, that if any such notice is asserted, or any such suit is brought, within said period of time, then for the purpose of this clause and this insurance, any subsequent notice asserted against Insured in writing, or any subsequent suit brought against Insured, of or for loss, damage, injury, expense or claim arising out of or resulting from that same occurrence shall be deemed to have been asserted against or brought against Insured during said period of time. "Policy period" as used herein shall mean the expiration date of the policy as expressed elsewhere herein, or, if earlier, the effective date of any cancellation of the policy, as provided elsewhere herein.

It is understood and agreed by the insured, that, in the event of any occurrence which may result in loss, damage, injury, expense or claim for which the Insurers hereunder are or may become liable under this policy, notice thereof shall be given to said Insurers as soon as practicable and further, that any and every notice of claim, pleading and paper of any kind relating to such occurrence, shall be forwarded promptly on behalf of the Insured to these Insurers.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT NO. 5

EMPLOYERS LIABILITY BUYBACK ENDORSEMENT

It is hereby understood and agreed that in consideration of the premium charged hereunder ENDORSEMENT NO. 1 is deleted except with respect to liabilities of the Assured which arise from:

- a) its responsibilities, if any, as employer under the Jones Act or General Maritime Law for damages, transportation, wages, maintenance and cure arising from death of or bodily or personal injury to or illness of any of its employees, and
- b) any workers' compensation law (including United States Longshoreman's and Harbor Workers' Compensation Act), unemployment compensation law or disability benefit law, and
- c) occupational disease.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ENDORSEMENT NO. 4

Notwithstanding anything to the contrary contained in this Policy, it is hereby understood and agreed that this Policy shall not apply to:

Personal Injury or Bodily Injury or loss of, damage to or loss of use of property caused by:

The Products liability Hazard:

For the purposes of this exclusion "Products Liability Hazard" means:

goods or products manufactured, sold, handled or distributed by the Assured or by others trading under their name, if the occurrence happens after possession of such goods or products has been relinquished to others by the Assured or by others trading under their name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property other than such container, rented to or located for the use of others but not sold.

It is further understood and agreed that this exclusion shall not apply to the Completed Operations Liability Hazard.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ENDORSEMENT No. 3

Notwithstanding anything contained herein, or in the underlying Policy to the contrary it is understood and agreed that this Policy shall not apply to the following:-

1) FINES, PENALTIES, PUNITIVE DAMAGES

Liability for fines, penalties, punitive or exemplary damages, including treble damages or any other damages resulting from multiplication of compensatory damages.

2) INVERSE CONDEMNATION/EMINENT DOMAIN

Liability for bodily injury or personal injury or loss of, damage to or loss of use of property directly or indirectly arising out of or in any way connected with the operation of the principles of Eminent Domain, Condemnation Proceedings, or Inverse Condemnation.

3) ASBESTOS

Liability for bodily injury or personal injury or loss of, damage to or loss of use of property directly or indirectly caused by Asbestos.

4) CONTRACT WORKS

Liability for physical damage to, or loss of, or loss of use of property of every kind and description (including materials and supplies) used or to be used in or part of the construction operations wherever the said property may be located either before or after handover.

5) PROFESSIONAL LIABILITY

Liability including, but not limited to, bodily injury or personal injury or property damage or defense or defense cost or any cost or expense of any description arising out of the rendering of or the failure to render any professional services, performed by or for the Assured including but not limited to:

- i) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- ii) supervisory, inspection or engineering services.

However, this exclusion shall not apply to the District and their employees, provided that the District and their employees are not acting in the capacity of or are in the business of architecture or engineering, or so deemed.

6) FAILURE TO COMPLETE OR PERFORM

Bodily injury or personal injury or loss of, damage to or loss of use of property directly or indirectly caused by:-

- i) a delay in or lack of performance by or on behalf of the Assured of any contract or agreement, or
- ii) the failure of work performed by or on behalf of the Assured to meet the level of performance, quality, fitness or durability warranted or represented by the Assured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of work performed by or on behalf of the Assured after such work has been put to use by any person or organisation other than the Assured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



ENDORSEMENT NO. 2

It is hereby understood and agreed that this policy shall not apply to liability arising out of any act or omission of the Assured, or any other person or entity for whose acts or omissions the Assured is legally liable, in respect of the Assured's Employee Benefits.

As used in this exclusion, the term "Employee Benefits" includes, without limitation, Group Life Insurance, Group Health Insurance, Profit-Sharing Plans, Pension Plans, Employee Stock Subscription Plans, Workers' Compensation, Unemployment Insurance, Social Security and Disability Benefits Insurance.

Without limitation, this exclusion shall include:

- a) giving counsel to Employees with respect to Employee Benefits;
- b) interpreting the Employee Benefits;
- c) handling and keeping of records in connection with Employee Benefits;
- d) effecting enrollment, termination or cancellation of Employees under the Employee Benefits;
- e) any dishonest, fraudulent, criminal, or malicious act or omission;
- f) failure of performance of contract by and Insurer;
- g) lack of compliance with the terms of any contract, declaration of trust, or instrument providing Employee Benefits;
- h) lack of compliance with any law concerning Employee Benefits;
- i) failure to procure or maintain satisfactory and adequate insurance on Employee Benefits assets or property;
- j) failure of stock or other securities or of any investments of whatever kind to perform as represented;
- k) advice given to an Employee to participate or not to participate in stock subscription or similar plans; and
- l) any liability arising out of the Employee Retirement Income Security Act and any other similar federal, state or other statutes, rules or regulation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ENDORSEMENT NO. 1

Notwithstanding anything contained herein, or in the underlying, to the contrary, it is understood and agreed that this policy shall not apply to:

1. a) Any liability of whatsoever nature of the Assured, whether the Assured may be liable as an employer or in any other capacity whatsoever, to any of its Employees, including without limiting the generality of the foregoing any liability under any workers' compensation law, unemployment compensation law, disability law, United States Longshoremen's and Harbor Workers' Compensation Act, Jones Act, Death on the High Seas Act, General Maritime Law, Federal Employers' Liability Act, or any similar laws or liabilities, and/or whether by reason of the relationship of master or servant or employer and employee or not.
- b) Any liability of whatsoever nature of the Assured to the spouse, child, parent, brother, sister, relative, dependent or estate of any Employee of the Assured arising out of the bodily and/or personal injury to or illness or death of said Employee, whether the Assured may be liable as an employer or in any other capacity whatsoever.
- c) Any liability of whatsoever nature of the Assured to any other party arising out of bodily and/or personal injury to or illness or death of any Employee of the Assured, including without limiting the generality of the foregoing any such liability for (i) indemnity or contribution whether in tort, contract or otherwise and (ii) any liability of such other parties assumed under contract or agreement.
- d) Any liability of any Employee of the Assured with respect to bodily and/or personal injury to or illness or death of another Employee of the Assured sustained in the course of such employment.
- e) Any liability of whatsoever nature which any director, officer, partner, principal, employee or stockholder of the Assured may have to any Employee of the Assured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

B9/040/881565

EXCESS LIABILITY POLICY

INSURING AGREEMENTS:

I COVERAGE -

The Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of the liability caused by or arising out of the hazards covered by and as more fully defined in the Underlying Policy/ies stated in Item 2 of the Declarations, provided such liability arises out of, relates to, or is in connection with the Project stated in Item 3 of the Declarations.

II LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Insurers (as specified in Item 2 of the Declarations) have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

\$(as stated in Item 4A) of the Declarations)	ultimate net loss in respect of any one occurrence applicable to Seepage, Pollution and Contamination but
\$(as stated in Item 4B) of the Declarations)	Ultimate net loss in respect of any one occurrence applicable to all coverages other than Seepage, Pollution and Contamination
\$(as stated in Item 5 of the Declarations)	in the aggregate, separately in respect of Personal Injury and in respect of Completed Operations and in respect of Seepage, Pollution and Contamination

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$(as stated in Item 6 of the Declarations)	ultimate net loss in all in respect of each occurrence - subject to a limit of
---	--

4.3

\$(as stated in Item 7 of
the Declarations)

in the aggregate,
separately in respect of
Personal Injury and in
respect of Completed
Operations and in respect
of Seepage, Pollution and
Contamination.

DEFINITION:

ULTIMATE NET LOSS -

The words 'ultimate net loss' wherever used in this Policy shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting, however, the Policy/ies of the Underlying Insurers, and shall exclude all Legal Costs and Expenses.

CONDITIONS:

1. INCURRING OF LEGAL COSTS AND EXPENSES -

In the event of claim or claims arising which appear likely to exceed the Underlying Limits, no Legal Costs and Expenses shall be incurred by the Insured without the written consent of the Underwriters.

2. APPORTIONMENT OF LEGAL COSTS AND EXPENSES -

Legal Costs and Expenses incurred by or on behalf of the Insured with the written consent of the Underwriters and for which the Insured is not covered by the Underlying Policy/ies shall be apportioned as follows:

- a) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Underlying Limits, then no Legal Costs and Expenses shall be payable by the Underwriters.
- b) Should, however, the amount for which the said claim or claims may be so adjustable exceed the Underlying Limits, then the Underwriters, if they consent to the proceedings continuing, shall contribute to the Legal Costs and Expenses incurred by or on behalf of the Insured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
- c) In the event that the Insured elects not to appeal a judgment in excess of the Underlying Limits the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limits of liability as provided for herein, plus the expenses of such appeal.

3. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 6 and 7 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

4. MAINTENANCE OF UNDERLYING INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Policy/ies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Provided always that this Policy shall not apply until the Underlying Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss in accordance with Insuring Agreement II. Should, however, any alteration be made in the premium for the Underlying Policy/ies during the currency of this Policy, Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Policy/ies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy, or by the operation of a clause contained in said Underlying Policy/ies similar to Condition 1 above.

5. ASSISTANCE AND CO-OPERATION -

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but Underwriters shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Insured and Underwriters shall co-operate in all things in the defense of such claim, suit or proceeding.

6. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be in excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed - 83 - as this Policy subject to the terms, conditions and limitations of other insurance.

7. NOTICE OF OCCURRENCE -

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 9 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

8. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon the person(s) or firm named in Item 10 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person(s) or firm named in Item 10 of the Declarations are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the person(s) or firm named in Item 10 of the Declarations as the person to whom the said officer is authorized to mail such process or a true copy thereof.

9. CANCELLATION

This Policy may be cancelled either by the Named Insured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by Underwriters or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Insured Underwriters shall retain the short rate proportion of the applicable minimum premium for the period this Policy has been in force, calculated in accordance with the attaches Short Rate Cancellation Table or the Earned Premium whichever is the greater. If this Policy shall be cancelled by Underwriters they shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by Underwriters shall be effective whether or not Underwriters have returned or tendered the return of any premium with such notice.

Notwithstanding anything to the contrary contained herein, it is agreed that this Condition shall not apply to the Completed Operations period with respect to work completed or abandoned up to the date of such cancellation.

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors including railroad Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

not being insurances of the classifications in which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60
N.M.A. 1256



U.S.A.

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of \$2 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

N.M.A. 1168

Lloyd's Policy



Lloyd's London

APPENDIX E
ALL RISK BUILDERS' RISK INSURANCE POLICY

SCHEDULED PROPERTY FLOATER POLICY

Allianz Insurance Company

(A Stock Company)



Administrative Headquarters
6435 Wilshire Boulevard
P.O. Box 54897 Terminal Annex
Los Angeles, Calif. 90054

POLICY NUMBER
ATO 80 23 31

PREVIOUS POLICY NO.
NEW

Insured's Name and Address: (No., Street, Town, County, State, Zip Code)

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT AND OTHERS PER FORM
C/O JKOR DISTRICT INSURANCE ADMINISTRATORS
425 SOUTH MAIN STREET
LOS ANGELES, CALIFORNIA 90013

Policy Period: (Mo. Day Yr.)

From SEPTEMBER 1, 1986 to FEBRUARY 1, 1992

\$ 75,000,000. AMOUNT PER FORM RATE \$ PER FORM PREMIUM

In consideration of the stipulations herein named and of the premium above specified the Company does insure the Insured named above, hereinafter called the Insured, whose address is shown above, from the inception date shown above, at noon, to the expiration date shown above, at noon, Standard Time at place of issuance, to an amount not exceeding the amount(s) above specified, on the following described property:

ALL RISK BUILDERS RISK INSURANCE PER THE ATTACHED MANUSCRIPT FORM.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Agency at

Countersigned: 1/23/87-LYD

- 91 -

Ptd. in U.S.A.

Agent

CONDITIONS

1. **Misrepresentation and Fraud.** This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

2. **Notice of Loss.** The Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with the Company or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. **Examination Under Oath.** The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. **Valuation.** The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

5. **Settlement of Loss.** All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.

6. **No Benefit to Bailee.** This insurance shall in nowise inure directly or indirectly to the benefit of any carrier or other bailee.

7. **Subrogation or Loan.** If in the event of loss or damage the Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company.

8. **Loss Clause.** Any loss hereunder shall not reduce the amount of this policy, except in the event of payment of claim for total loss of an item specifically scheduled hereon. If claim is paid for total loss of one or more scheduled items, the unearned premium applicable to such items will be refunded to the Insured or applied to the premium due on item(s) replacing those on which the claim was paid.

9. **Pair, Set or Parts.** In the event of loss of or damage to:
(a) any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said

article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

(b) any part of property covered consisting, when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.

10. **Protection of Property.** In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.

11. **Suit.** No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

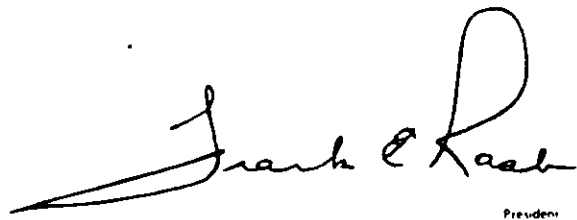
12. **Appraisal.** If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

13. **Cancellation.** This policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when, not less than five (5) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.

In Witness Whereof, the Company has executed and attested these presents, but this policy shall not be valid unless countersigned by a duly authorized agent of the Company at the agency hereinbefore mentioned.


Secretary


President

Attached to and
forming part of
Policy Number: ATO 80 23 31

THE SCHEDULE

1. **The Insured:** Southern California Rapid Transit District; Daniel, Mann, Johnson and Mendenhall, Parsons, Brinckerhoff, Quade and Douglas, Inc., Kaiser Engineers (California) Corporation and Harry Weese and Associates Ltd., A Joint Venture DBA: MRTC; Ralph M. Parsons Company, Dillingham Construction, Inc., and De Leuw, Cather Company, a Joint Venture DBA: PDCD. and

any contractor or subcontractor of any tier who has a contract for which insurance is to be provided by the District pursuant to the Construction Insurance Specifications of the Southern California Rapid Transit District dated September 1, 1986, including any revisions thereto.

2. **The Contract:**

- A. Description of Contract: Construction of the Los Angeles Metro Rail Project, MOS 1.
- B. Location of Contract Site: Los Angeles, Ca.
- C. Estimated Total Contract Value: \$676,000,000.

3. **Period of Insurance:**

From September 1, 1986 12:01 A.M. to February 1, 1992 12:01 A.M.

4. **Limit of Liability:** \$75,000,000. per occurrence other than in respect of the following sub-limits:

- | | |
|------------------------------------|------------------------------|
| (i) Earthquake | \$20,000,000. per occurrence |
| (ii) Demolition and Debris removal | \$ 7,500,000. per occurrence |
| (iii) Transit | \$ 5,000,000. per occurrence |
| (iv) Off-site storage | \$ 1,000,000. per occurrence |

The sub-limit in (i) shall apply after the application of the Deductible. The sub-limit in (iv) shall be increased to \$10,000,000. per occurrence when full details of storage facilities and conditions are provided by the Named Insured to the Underwriters.

5. **Territorial Limits:**

The Territorial Limits referred to in the Insuring Clause are:

Continental USA

6. Deductibles:

In respect of loss or damage caused by:

- | | |
|--|---|
| Earthquake | - 20 percent of the adjusted loss per occurrence subject to a minimum of \$500,000. and a maximum of \$5,000,000. |
| Collapse, subsidence, water damage and explosion | - \$500,000. per occurrence |
| Defective design, faulty workmanship and materials | - \$1,000,000. per occurrence |
| All Other Perils | - \$25,000. per occurrence |

PROPERTY INSURANCE **MASTER POLICY PROVISIONS**

The Insurer, herein called the "UNDERWRITERS", in consideration of an agreement with the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT to pay premiums as specified elsewhere and subject to the limit of liability, conditions, exclusions and other terms of the policy DO HEREBY AGREE WITH THE NAMED INSURED in the Schedule.

TO INSURE such NAMED INSURED from and against ALL RISKS OF PHYSICAL LOSS OR DAMAGE (except as hereinafter limited or excluded) during the Period of Insurance stated in the Schedule of this policy, or any extension, renewal or replacement thereof, to the PROPERTY, INTERESTS AND OPERATIONS described in SECTION I, ARTICLE I of this policy.

LIMITS OF COVERAGE:

THE UNDERWRITERS' limit of liability, including salvage charges, sue and labor, or other expenses, or all combined, shall not exceed their proportionate share of the Limits of Liability for any one loss or occurrence as stated in the Schedule.

TERRITORIAL LIMITS:

This policy covers (for a sub limit as set out in the schedule) said property while in transit, anywhere in the Territorial Limits and will cover off-site storage of property when full details of storage facilities and conditions are provided.

SECTION I - PROPERTY

ARTICLE I

Property, Interests and Operations Covered Hereunder

Property and Interests:

This policy insures property and interests of the Named Insured (except as hereinafter provided) consisting of materials, supplies, machinery, equipment, fixtures and temporary structures and all other work of whatsoever nature used or to be used in or incidental to the construction, fabrication, erection or completion of the SOUTHERN CALIFORNIA RAPID TRANSIT SYSTEM and similar property of others in respect to which the Insured has specifically assumed or contracted for liability prior to any known or reported loss thereof.

ARTICLE II

Loss Payable and Adjustment Clause

Loss, if any, shall be adjusted with the Named Insured sustaining the loss, subject to the approval of and payable to the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT or order.

ARTICLE III

Exclusions

THE POLICY SHALL NOT INSURE:

- a) Loss or damage to (1) land values, (2) watercraft, (3) aircraft, (4) property acquired for right-of-way, (5) money, notes and securities, (6) motor vehicles; (7) valuable papers, accounts receivable, bills, evidence of debts and other legal documents; (8) property after the start-up of commercial metro rail operations; (9) contractors' constructional plant, tools and equipment.
- b) Shortage disclosed by inventory, unless shortage can be reasonably shown to have been occasioned by robbery, burglary, theft, larceny or attempt thereat.
- c) Loss or damage to contractor's or other's interest in property consisting of and not limited to construction machinery and equipment (except forms or similar property designed for a specific use on the project, which are insured hereunder), tools, tool houses, offices and equipment therein, maintenance and operating supplies; provided, however, that this Exclusion (c) shall not apply to materials and supplies, used or to be used in construction of the project or which may or are intended to become a permanent part of the project.
- d) Loss or damage caused by or resulting from (1) wear and tear, or gradual deterioration, (2) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air force, or (c) by agent of any government, power, authority of forces, (3) nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all the provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy; (4) insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combining or defending against such occurrence, seizure or destruction under quarantine or customs' regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation of trade.
- (e) Infidelity of employee or employees of the particular named insured sustaining such loss or damage.
- (f) Loss or damage caused by or resulting from any defect in material or workmanship, or failure to follow specification, or error in design, unless physical loss or damage caused by a peril insured against results and then only for such physical loss or damage but always excluding the cost of betterment and/or alteration in design.

- (g) Loss or damage to property while waterborne, except while operating on inland waterways.
- (h) Loss or damage to property of contractor while on premises owned, rented or controlled by contractor and not maintained exclusively for work performed for the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT.
- (i) Loss or damage to property caused by the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials or other irritants, contaminants or pollutants.
- (j) Any loss of use or occupancy or consequential loss of any nature howsoever caused.
- (k) Liquidated damages or penalties for delay or detention in connection with guarantees of performance or efficiency.

ARTICLE IV

Loss occurrence Defined

The terms "loss" or "damage" or "loss occurrence" shall mean an accident, incident, or occurrence or a series of accidents, incidents, or occurrences arising out of one event.

ARTICLE V

Time Qualifications and Loss Conditions

- A. As to any loss covered, hereunder, each loss occurrence which involves in whole or in part, the perils of tornado, windstorm, cyclone, hurricane, or hail, shall include all losses wherever occurring occasioned by these perils which arise of our one atmospheric disturbance or condition during a continuous period of SEVENTY-TWO (72) HOURS.
- B. As to any loss covered hereunder, each loss occurrence which involves, in whole or in part, the perils of riot, riot attending a strike and civil commotion or vandalism and malicious mischief, shall include all losses wherever occurring (the result of direct damage only) occasioned by these perils which arise during a continuous period of SEVENTY-TWO (72) HOURS. It is further provided that if any premises are first occupied by strikers during a SEVENTY-TWO (72) HOUR period ELECTED BY THE SOUTHERN CALIFORNIA RAPID TRNASIT DISTRICT as provided in Paragraph D of this Article, the loss occurrence shall include all losses sustained by the DISTRICT during such elected SEVENTY-TWO (72) HOUR occurrence shall include all losses sustained by the DISTRICT during such elected SEVENTY-TWO (72) HOUR PERIOD.
- C. As to any loss covered hereunder, each loss occurrence which involves, in whole or in part, the period of EARTHQUAKE SHOCK shall include, as a single loss, all loss and damage therefrom wherever occurring during a continuous period of SEVENTY-TWO (72) HOURS.
- D. When filing its proof of loss, the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT may elect the moment from which each of the SEVENTY-TWO (72) HOUR PERIODS, stipulated in the preceding paragraphs of this Article V, shall be deemed to have commenced.

- E. In the event of there being a difference of opinion between the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT and UNDERWRITERS as to whether or not all tornado, windstorm, cyclone hurricane or hail losses sustained by the DISTRICT during an elected period of SEVENTY-TWO (72) HOURS arose out of or were caused by a single atmospheric disturbance or condition throughout the period at the locations involved and the United States Weather Bureau declares that one single atmospheric disturbance has continued at the locations involved beyond the elected period of SEVENTY-TWO (72) HOURS, all losses sustained during such extended period shall be included as a single loss occurrence.
- F. In the event of there being a difference of opinion between the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT and UNDERWRITERS as to whether or not all earthquake shock losses sustained by the DISTRICT during an elected period of SEVENTY-TWO (72) HOURS arose out of or were caused by a single earthquake, the stated opinion of the United States Coast and Geodetic Survey Division of the United States Department of Commerce, shall govern as to whether or not a single earthquake continued throughout the period at the locations involved. If the United States Coast and Geodetic Survey should declare that one single earthquake has continued at the location involved beyond the elected period of SEVENTY-TWO (72) HOURS, all losses sustained during such extended period shall be included as a single loss occurrence.
- G. Should any elected period of SEVENTY-TWO (72) HOURS, as referred to in all paragraph of this Article V, extend beyond the expiry date of this policy, and commence prior to expiry, UNDERWRITERS will, nevertheless, pay all losses occurring during such elected period as though such period fell entirely within the currency of this policy.
- H. Loss Reinstatement Clause. The amount of this policy shall not be reduced by any loss paid hereunder.

ARTICLE VI

Bases of Recovery

A. VALUATION OF PROPERTY

Within the limits of liability of this policy, UNDERWRITERS' liability consequent upon any property damage or loss covered hereunder shall be to pay either:

- (1) In the event that such property should be so repaired or replaced, the cost of repairing or replacing the damaged or destroyed property to the original design with materials of like kind and quality within a reasonable time after the loss without deduction for depreciation; or
- (2) If, for any reason such property cannot or should not be so replaced, the cost of the damaged or destroyed property to the Named Insured sustaining the loss to the date of loss without deduction for depreciation, less salvage.

In no event shall the UNDERWRITERS' liability hereunder on account of or arising out of any loss occurrence exceed the basis specified in the preceding subparagraphs numbered (1) and (2), except for sue and labor, expediting expenses, demolition and debris removal expense to the extent herein provided.

The said sue and labor, expediting expenses, demolition and debris removal expense shall not however increase underwriters Liability for earthquake beyond the sublimit stated in paragraph 4. (i) of the schedule.

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement, and all necessary adjustment shall be made by the parties hereto.

B. DEMOLITION AND DEBRIS REMOVAL

If any structure(s) or portion(s) thereof insured hereunder shall be damaged or destroyed by a peril insured against and as a result of such damage or destruction it becomes necessary, through the enforcement of any law or ordinance, to demolish and/or remove other structure(s) or portion(s) thereof insured hereunder (whether damage or not) UNDERWRITERS shall (within the limits of liability as set out in the schedule) be liable for the cost of such demolition and/or removal which amount of loss is payable in addition to the amount set forth in the preceding paragraph. In addition, (within the limit of liability as set out in the schedule) UNDERWRITERS shall be liable for the expense of removal of debris of the property covered hereunder which may be occasioned by loss caused by any of the perils insured against in the policy.

Underwriters Liability hereunder shall be Limited to the sublimit in paragraph 4 (ii) of the schedule provided that this shall not increase underwriters liability for earthquake beyond the sub-limit stated in paragraph 4 (i) of the schedule.

C. EXPEDITING EXPENSES

The insurance under this policy shall include extra charges for overtime, night work, work on public holidays and express freight (excluding air freight) provided always that such extra charges:

1. are incurred in connection with any loss of or damage to the insured items recoverable under this policy and
2. do not increase underwriters liability beyond the limit of indemnity and sublimits stated in paragraph 4 of the schedule.

ARTICLE VII

Other Insurance

The insurance under this policy shall be the primary insurance and the UNDERWRITERS shall be liable under this policy for the full amount of the loss up to and including the total limit of liability set forth in paragraph "Limits of Coverage" without right of contribution from any other insurance effected by an insured under this policy, with any insurance company, covering a loss covered under this policy.

ARTICLE VIII

Automatic Extension of Coverage on New Properties

In the event that the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT as constituted at the inception of the policy is expanded or reconstituted to include other Counties, later phases or the extension of terminals as constituted at the inception of the policy which would increase the insurable values, this policy shall automatically cover such additional values and pay an additional premium at terms to be agreed.

ARTICLE IX

Benefit of Carriers or Bailees

Except as otherwise provided in Article X, this insurance shall not inure directly or indirectly to the benefit of any towers, carriers or other bailee. The NAMED INSURED may accept without prejudice to this insurance the ordinary bills of lading used by common carriers, including released or partially released value bills of lading, and the NAMED INSURED may waive subrogation against railroads, under Side Tract Agreement by Right of Way Agreements.

ARTICLE X

Subrogation

The UNDERWRITERS shall be subrogated to all rights which the NAMED INSURED may have against any person, co-partnership, corporation, estate, or other entity to the extent of any payment made by the UNDERWRITERS under this policy, and the NAMED INSURED shall execute all papers required to secure to the UNDERWRITERS such rights; provided, however, that all right of subrogation is waived under this policy against any corporation or corporations, the majority of whose capital stock is owned or controlled by the NAMED INSURED; or against any corporation, firm, or individual to which or to whom protection is afforded under this policy, except if any such corporation, firm, or individual is protected from such loss by valid and collectible insurance with another insurance carriers, the right of subrogation is not waived to the extent of and up to the amount of such valid and collectible insurance. Further, UNDERWRITERS hereby waive any and all rights of subrogation against any Insured under this policy.

The above waiver of subrogation shall not apply when work is being performed for other than the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT and property under this policy is damaged.

ARTICLE XI

Deductible

Each loss shall be adjusted separately, and from each such loss there shall be deducted the amounts stated in the Schedule.

ARTICLE XII

Notice of Loss and Proof of Loss

- A. Written notice shall be given as as soon as practical by or on behalf of the NAMED INSURED to JKOR-District Insurance Administrators, 124 West 4th Street, Los Angeles, California 90010, for transmission to the UNDERWRITERS and or the Nominated Loss Adjusters.

It is agreed that the Nominated Loss Adjuster on this account is: Graham Miller and Co., San Francisco, California, Attn: Jim Young

B. A detailed Proof of Loss shall be filed by the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT with the UNDERWRITERS and all adjusted claims shall be due and payable within SIXTY (60) DAYS after the presentation and acceptance of Proof of Loss by the UNDERWRITERS.

All claims payment(s) not made within SIXTY (60) DAYS shall bear interest at the then SIXTY-FIRST (61st) DAY commercial lending rate until such payment(s) has been received by the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT.

C. UNDERWRITERS specifically grant the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT permission to make immediately all necessary repairs or replacements and proceed without delay to restore the property so damaged.

ARTICLE XIII

Representation of the Insured (Sole Agent)

The SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT or its General Manager or his authorized representative, shall be the sole and irrevocable agent of all Insureds under this policy for the purpose of:

- (1) issuing instruction for the alteration of this policy;
- (2) agreeing upon the settlement of losses and receiving and receipting payment; and,
- (3) making premium adjustments.

ARTICLE XIV

Arbitration

Arbitration Clause: In case of NAMED INSURED, after sustaining loss covered by this policy, and the UNDERWRITERS shall fail to agree as to the amount of loss, than on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such an umpire then, on request of such NAMED INSURED or the UNDERWRITERS such umpire shall be selected by a judge of a court of record in the state of which the property insured is located. The appraisers shall then appraise the loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. Each appraisers shall be paid by the party selecting him and the expense of appraisal and the umpire shall be paid by the parties equally.

ARTICLE XV

Sue and Labor

In case of physical loss or damage, it shall be lawful and necessary for the NAMED INSURED, its factors, servants or assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property or interests described herein or any part thereof without prejudice to this insurance, to the charges whereof UNDERWRITERS will contribute according to the rate and quantity of the sum herein stated.

ARTICLE XVI

No abandonment of Property

There can be no abandonment to UNDERWRITERS of any property covered by this policy.

ARTICLE XVII

Intermediary

All notices and communications and all premiums, bills and adjustments in connection with this insurance shall be addressed to: JKOR-District Insurance Adinistrators, 3435 Wilshire Blvd., Suite 2700, Los Angeles, California 90010, which is recognized as the Intermediary, to be transmitted to the NAMED INSURED and UNDERWRITER.

ARTICLE XVIII

Tunnels Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers will not indemnify the Insured in respect of:

- grouting of soft rock areas and/or other additional safety measures even if their necessity arises only during construction,
- overbreak excavation in excess of the minimum excavation provided in the plans and the additional expenses resulting therefrom for refilling of cavities,
- expenses incurred for dewatering even if the quantities of water originally expected are exceeded substantially,
- loss or damage due to breakdown of the dewatering system if such breakdown would have been avoided by sufficient standby facilities,
- expenses incurred for additional insulations and facilities for the discharge of run-off and/or underground water.

The following Article is added and made a part of this Policy, but solely as respects THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT.

ARTICLE XX

Premium Payment

Deposit Premium: The deposit premium for this policy is which shall be payable as follows:

<u>Date of Payment</u>	<u>Amount</u>
9/1/86	
9/1/87	
9/1/88	
9/1/89	
9/1/90	

The Deposit Premium shall be adjusted on expiry of the Policy by computing a rate of (per \$1,000.) of the Final Total Contract Value, including value of owner furnished material, as developed on completion of the construction project insured hereunder.

11/10/86-lyd

APPENDIX F
QUESTIONS AND ANSWERS

QUESTIONS & ANSWERS

I

INSURANCE PROGRAM

1. WHO IS INSURED UNDER "OWNER CONTROLLED" INSURANCE PROGRAM?

The District and all Contractors (including Joint Ventures) and their subcontractors of any tier who perform operations at the job site described in the Contract Documents.

2. IS "JOB SITE" DEFINED?

Yes. "Job Site" is described under "Definitions" in the Owners Insurance Specifications as: ..."those areas where work expressly required under the applicable Contract Document of the Owner must be performed."

3. ARE JOB SITE "OPERATIONS" DEFINED IN THE INSURANCE SPECIFICATIONS?

Yes. "Operations" are defined in the "Definitions" of the Project Insurance Specifications as follows:

"OPERATIONS (Operations Not Described - Not Included) - All operations performed by the Insured at job site described in the applicable Contract, including operations elsewhere by such job site employees in connection therewith."

4. WHAT INSURANCE IS PROVIDED CONTRACTORS, ELIGIBLE TO BE INSURED, UNDER THE PROJECT INSURANCE PROGRAM?

The District has agreed to procure and pay premiums for the following insurance:

- a. Workers' Compensation and Employers' Liability Insurance;
- b. Personal Injury, Bodily Injury, and Property Damage Liability Insurance;
- c. All Risks Course of Construction Property Insurance;
- d. Railroad Protective Insurance in amounts and on a form as required by the railroad involved;
- e. Protective Coverage for the cities, counties, and utilities involved in the Construction Project.

5. DOES THE PROJECT INSURANCE PROGRAM COVER ANY CONTRACTORS' EQUIPMENT?

No.

6. ARE THERE OTHER TYPES OF INSURANCE NORMALLY PURCHASED BY CONTRACTORS WHICH ARE NOT INCLUDED?

Yes. Such as, but not limited to:

- a. All types of bonds;
- b. Contractor's Automobile Liability and Physical Damage Insurance;
- c. Contractors' Equipment Floater.
- d. Contractors' Office Trailers and Office Equipment

7. DOES THE "CONTRACTOR" INSURED UNDER THE PROJECT INSURANCE PROGRAM HAVE TO PROVIDE EVIDENCE OF ANY OTHER INSURANCE?

Yes. The Insurance Specifications require that prior to beginning work, each Contractor shall furnish Certificates of Insurance evidencing coverage for Automobile Bodily Injury and Property Damage Liability Insurance.

8. IF A "CONTRACTOR" IS NOT ELIGIBLE FOR WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY, IS HE ELIGIBLE FOR ALL RISKS COURSE OF CONSTRUCTION PROPERTY INSURANCE?

No. For a Contractor to be insured for Personal Injury, Bodily Injury, and Property Damage Liability Insurance and All Risks Course of Construction Insurance, he must be covered by the insurance described in Appendix B of the Project Insurance Specifications (Workers' Compensation and Employers' Liability).

9. IS THE CONTRACTOR OBLIGATED TO PAY PREMIUMS FOR THE INSURANCE PROVIDED BY OWNER?

No. All coverages provided under the District's Owner-Controlled Insurance Program (OCIP) for the District and the Contractor, requires the Contractor to eliminate the cost of such insurance from his bid.

10. WHEN WILL THE "CONTRACTOR" RECEIVE COPIES OF THE INSURANCE POLICIES INSURING HIM UNDER THE PROJECT INSURANCE PROGRAM?

The District's Construction Insurance Specifications will be sent to prospective bidders as part of the Contract Documents which include copies of the Insurance Policies.

11. WILL THE CONTRACTOR OR HIS INSURANCE REPRESENTATIVE HAVE AN OPPORTUNITY TO REVIEW THE PROJECT INSURANCE PROGRAM PRIOR TO BIDDING?

Yes. The Owner and the District Insurance Administrators would welcome the opportunity. A special meeting can be arranged or, alternatively, inquiries can be handled by telephone or correspondence. The Contractor should submit the Construction Insurance Specifications to his insurance representative for study and review.

12. WILL THE CONTRACTOR AND SUBCONTRACTOR RECEIVE INFORMATION CONCERNING HIS LOSS EXPERIENCE?

Yes. The carriers will furnish the Contractor with loss information at least quarterly. Refer also to Questions and Answers on "Workers' Compensation."

13. DOES THE PROJECT INSURANCE PROGRAM AFFORD THE CONTRACTOR COVERAGE, LIMITS OR SERVICES THAT HE MIGHT NOT EXPECT TO ENJOY IF HE WAS SEPARATELY INSURED?

Yes. Generally speaking, the insurance coverages and limits provided are superior to what is normally available under his individual program.

Apart from the benefit to be derived through the use of one insurance carrier in administering safety engineering and accident prevention, there are no other distinct advantages.

The use of a single insurer eliminates the possibility of confusion and conflict among insurance carriers in the event of loss and eliminates intercompany litigation in an attempt to determine ultimate responsibilities.

Losses to adjacent properties could occur where it may be virtually impossible to determine the causative factor. For example, there could be a building settlement wherein a number of operations had been conducted immediately adjacent thereto.

The operations might comprise excavation, sheet piling, underpinning and dewatering. It is quite possible if separate insurers were involved there would be extensive litigation to determine ultimate responsibility if indeed this were possible.

14. HOW LONG ARE POLICIES KEPT IN FORCE FOR THE CONTRACTOR?

The policy periods commence on the date of "AWARD" and terminate when the "FINAL ACCEPTANCE" as defined in the Contract Documents, is issued. The only extension is for products and "completed operations" which is for three (3) years after the District begins "Revenue Operations."

15. DOES A JOINT VENTURE HAVE THE SAME COVERAGE UNDER THE PROJECT INSURANCE PROGRAM AFTER ISSUANCE OF "FINAL ACCEPTANCE"?

Yes. See No. 14 above. However, a Joint Venture and other insureds should seek assistance from their own insurance broker for other coverages prior to "AWARD" and after "FINAL ACCEPTANCE."

16. DOES THE INSURANCE PROGRAM COVER TRUCKERS AND SUPPLIERS?

No. Contractors whose sole duties are as truckers are excluded from the program. Suppliers/Vendors are also excluded from the program.

17. IS EACH CONTRACTOR AND SUBCONTRACTOR OF ANY TIER REQUIRED TO COMPLETE AND SUBMIT THEIR OWN "CONTRACTORS INSURANCE APPLICATION" BEFORE THEY WILL BE ALLOWED TO BEGIN JOB SITE ACTIVITY?

Yes. The completed application is a requirement for approval by PDCD, SCRTD, and the Insurance Carrier of any Contractor or subcontractor of any tier proposed or proposing to perform work on the Metro Rail Project. The inclusion of a subcontractor's name in the bid documents does not confer automatic coverage by the OCIP of that Contractor. Each Contractor or subcontractor of any tier must individually complete the application.

18. IS THERE A PROJECT SAFETY PROGRAM WHICH MUST BE FOLLOWED?

Yes. The PDCD "Safety and Security Manual" is, by reference, incorporated into the Contract Documents and the Contractor and subcontractor of any tier is bound by Contract to adhere to the program as described therein.

II

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

1. WHAT COMPANY WRITES THE WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY?

The Argonaut Insurance Company
Menlo Park, California

2. WHAT COVERAGE IS PROVIDED CONTRACTORS?

Workers' Compensation policies will cover injuries or death resulting therefrom, compensable under the Workers' Compensation Laws of California and the United States Longshoremen's and Harbor Workers' Compensation Act of employees of Contractors and subcontractors performing at the job site.

3. WILL THE POLICY BE AS BROAD AS THE CONTRACTOR CAN SECURE?

Yes. The policy will provide for full compensation benefits to all employees required of the Insured by the Workers' Compensation Laws of California, including Employers' Liability.

The policy form is contained in the Insurance Specifications.

4. WHAT IS THE EMPLOYERS' LIABILITY LIMIT?

\$2,000,000 under Part Two of the Workers' Compensation policy.

5. WHAT IS THE POLICY TERM?

The policy terms for each contract will coincide with the date of the award of the contract and such policy will thereafter be continued by renewal Certificate issued for annual periods as long as may be required by Contractor's job site operations. Loss and premium data will be submitted to coincide with the normal anniversary date, of the Contractor's permanent Workers' Compensation policy, for experience rating purposes.

6. HOW WILL THE CONTRACTOR'S PAYROLL BE CLASSIFIED?

The insurer will classify in accordance with California law under the Workers' Compensation Rating Bureau's Rules, Classifications, Rates and Rating Plans.

7. WILL PREMIUM AND LOSS INFORMATION BE REPORTED TO THE COMPENSATION RATING BUREAU?

Yes. The insurer will send the loss data to the appropriate compensation rating bureau.. This loss information will be included with all other loss experience for each Contractor in the State of California so that the Experience Modification will reflect the total loss experience.

8. WILL A FAVORABLE LOSS EXPERIENCE UNDER THE PROJECT WORKERS' COMPENSATION RATING BUREAU INURE TO THE CONTRACTOR'S BENEFIT?

Yes. As shown in No. 7 above, the experience on this Project is incorporated into each Contractor's rating formula for Experience Modification.

9. WILL THE INSURANCE CARRIER SURVEY THE JOB AND MAKE RECOMMENDATIONS REGARDING LOSS CONTROL AND SAFETY?

Yes. The carrier will have professional loss control engineers who will make regular surveys of the job site, lend assistance, make recommendations and suggestions regarding the insurability and safety of the Project.

10. WILL THERE BE OTHER PEOPLE WHO WILL MAKE JOB SITE SURVEYS?

Yes. SCRTD Safety, PDCD Safety, and DIA Safety will also make regular surveys to assure conformance to the Project safety requirements.

11. WILL THERE BE OTHER AGENCIES INVOLVED IN SAFETY?

Yes. Cal-OSHA has jurisdiction over work place safety. Cal-OSHA will make safety inspections of project work sites to assure compliance to state and federal OSHA regulations.

III

PERSONAL INJURY, BODILY INJURY, AND
PROPERTY DAMAGE LIABILITY INSURANCE

1. WHAT INSURER WRITES THE PERSONAL INJURY, BODILY INJURY, PROPERTY
DAMAGE LIABILITY INSURANCE?

The Argonaut Insurance Company of Menlo Park, California insures the \$2,500,000 primary limits.

Excess policies of \$98,000,000 excess of \$2,500,000 are underwritten by London underwriters and other carriers.

2. WHAT IS THE TOTAL LIMIT OF LIABILITY COVERAGE?

The Project insurance program provides a total limit of liability of \$100,500,000 per occurrence.

3. HOW BROAD IS THE COVERAGE PROVIDED THE CONTRACTORS?

The insuring agreement is broader than that normally written by liability insurers. The policy covers legal liability arising solely or directly out of, or in connection with work required to be performed because of Bodily Injury, Personal Injury and damage to, loss or destruction of property of others. The insurance is written on an "occurrence" basis, and, in addition, provides Blanket Contractual, Products and Completed Operations coverage.

The policy forms are shown in the Contract Documents under Insurance Specifications.

4. IS PRODUCTS AND/OR COMPLETED OPERATIONS COVERAGE PROVIDED BEYOND
ACCEPTANCE OF THE WORK PERFORMED UNDER THE CONTRACT?

Yes. Coverage is extended to apply for three (3) years beyond the date of revenue operating service.

5. IF THE LIMIT OF LIABILITY DOES NOT FULFILL THE CONTRACTOR'S
NEEDS, WOULD IT BE POSSIBLE TO PURCHASE ADDITIONAL PROTECTION
FOR HIS ACCOUNT?

Not under the OCIP but perhaps the Contractor's insurance representative, when excluding the Project contract from the Contractor's Liability policy, could arrange for the Contractor's policy to apply as excess over the \$100,500,000 insurance limit.

6. IS THERE A DEDUCTIBLE UNDER THE PROJECT LIABILITY INSURANCE PROGRAM?

Yes. The Project Insurance Specifications stipulate that the Owner will withhold from the Contractor, in case of payment from the Insurer arising out of damage to property caused by the Contractor, a sum equal to such payment, but not to exceed \$5,000 for each occurrence, except in the case of utilities when there will be a deductible of \$5,000 per utility per accident.

7. IS THE ARGONAUT LIABILITY POLICY WRITTEN ON AN OCCURRENCE BASIS?

Yes. The policy terms and conditions are in Appendix C of the Construction Insurance Specifications and should be thoroughly reviewed.

8. IS THE EXCESS/UMBRELLA LIABILITY FORM WRITTEN ON AN OCCURRENCE BASIS?

Yes. These policies are under the "Occurrence Form" found in the Construction Insurance Specifications and should be thoroughly reviewed by your insurance representative.

IV

ALL RISKS COURSE OF CONSTRUCTION INSURANCE

1. WHAT INSURERS WRITE THE ALL RISKS COURSE OF CONSTRUCTION INSURANCE?

This insurance is underwritten by Allianz Insurance Company.

2. HOW BROAD IS THE COVERAGE PROVIDED CONTRACTORS?

The policy covers materials, supplies, equipment, fixtures, temporary structures, etc., used or to be used in the construction of the Plans.

3. WHAT IS THE LIMIT OF LIABILITY?

The insurance program protects the Insured's interests subject to a maximum limit of liability of \$75,000,000 for any one loss or occurrence and the limit of liability is not reduced by any loss paid thereunder.

4. IS THE POLICY SUBJECT TO DEDUCTIBLE PROVISIONS?

Yes. The policy is subject to deductibles shown in the Project Insurance Specifications.

5. CAN THE DEDUCTIBLE LIMITS BE INSURED?

There is nothing to preclude the Contractor from placing insurance for the deductible amounts through his insurance broker or agent.

6. IS THE CONTRACTOR'S EQUIPMENT COVERED?

No. Contractor's equipment and machinery, not intended to become a permanent part of the Project, is specifically excluded.

APPENDIX G
CLAIM AND ACCIDENT REPORTING PROCEDURES

CLAIM AND ACCIDENT REPORTING PROCEDURES

The immediate reporting of all circumstances which might lead to, or involve a CLAIM is a requirement and NON-compliance could result in denial of an equitable disposition of the situation, by the Insurance Carrier(s). Whenever in doubt, call District Insurance Administrators, the Authorized representative of The Metro Rail Project, Southern California Rapid Transit District.

Never discuss accidents with anyone except Authorized Representatives of SCRTD or to Law Enforcement Agencies where they have jurisdiction.

OBTAINING COMPLETE INFORMATION INITIALLY WILL SAVE TIME LATER FATAL AND SERIOUS ACCIDENTS

(Employees and Members of the Public)

1. Secure medical emergency services.
2. Follow the Emergency Response Procedures (ERP)

I. WORKERS' COMPENSATION (Report Form - Exhibit A)

These reports shall be completed for all employees becoming injured or sick during the course of employment.

1. Original to:

Argonaut Insurance Company
5757 Wilshire Boulevard, Suite 200
Los Angeles, CA 90036

2. One copy to:

District Insurance Administrators
548 South Spring Street, Suite 435
Los Angeles, CA 90013

3. Two copies to:

Construction Manager Resident Engineer

4. One copy for:

Contractor's Records

II. GENERAL LIABILITY INSURANCE (Report Form - Exhibit B)

This report shall be completed when any member of the public is injured or their property is damaged.

This shall also include other contractors and the insured's subcontractors.

Complete original and four copies of the report and distribute as follows:

1. Original to:

Argonaut Insurance Company
(at above address)

2. One copy to:

District Insurance Administrators
(at above address)

3. Two copies to:

Construction Manager Resident Engineer

4. One copy for:

Contractor's Records

III. ALL RISK COURSE OF CONSTRUCTION (Report Form - Exhibit C)
(SOMETIMES REFERRED TO AS BUILDERS RISK)

This report shall be completed when physical damage occurs to any part of the construction works, from whatever cause.

Complete the report form and distribute as follows:

1. Original and one copy to:

District Insurance Administrators
(at above address)

2. Two copies to:

Construction Manager Resident Engineer

3. One copy for:

Contractor's Records

DO NOT INCLUDE CONTRACTOR'S EQUIPMENT

IV. AUTOMOBILE INSURANCE


Two copies of report form of accident sent to the Contractor's Insurance Carrier, pertaining to an auto accident causing bodily injury and/or property damage shall be sent to:

1. District Insurance Administrators
(at above address)
2. Construction Manager Resident Engineer

DAMAGE TO CONTRACTOR'S EQUIPMENT

Two copies of the report sent to the Contractor's Insurance Carrier shall be sent to:

1. District Insurance Administrators
(at above address)
2. Construction Manager Resident Engineer

<p>State of California EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS</p>	 METRO RAIL	<p>Argonaut Insurance Companies</p> <p>Los Angeles P.O. Box 2395 Los Angeles, CA 90054</p> <p>Contract No: _____</p>	<p>OSHA Case or File No.</p>
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PICA ELITE

TYPEWRITER ALIGNMENT GUIDE

PICA ELITE

California law requires an employer to report within five days every industrial injury or occupational disease which: (a) Results in lost time beyond the day of injury, or (b) requires medical treatment other than first aid. **PLEASE NOTE:** In addition, if death results or if the injury or illness: (a) Requires inpatient hospitalization of more than 24 hours for other than medical observation; or (b) results in loss of any member of the body; or (c) produces any serious degree of permanent disfigurement, then the nearest district office of the California Division of Occupational Safety and Health also must be notified immediately by telephone or telegraph. This notification is not required, however, if the injury or death results from an accident on a public street or highway.

E M P L O Y E R	1. FIRM NAME	1A. POLICY NUMBER	PLEASE DO NOT USE THIS COLUMN
	2. MAILING ADDRESS (Number and Street, City, ZIP)	2A. PHONE NUMBER	
	3. LOCATION, IF DIFFERENT FROM MAIL ADDRESS (Number and Street, City, ZIP)	3A. LOCATION CODE	
	4A. NATURE OF BUSINESS e.g. painting contractor, wholesale grocer, sawmill, hotel, etc.	5. STATE UNEMPLOYMENT INSURANCE ACCT. NO.	
	4B. TYPE OF EMPLOYER PRIVATE STATE CITY COUNTY SCHOOL DISTRICT OTHER GOVERNMENT-SPECIFY		
	6. EMPLOYEE NAME	7. DATE OF BIRTH (MM-DD-YY)	
	8. HOME ADDRESS (Number and Street, City, ZIP)	8A. PHONE NUMBER	
	9. SEX Male Female 10. OCCUPATION (Regular job title, not specific activity at time of injury)	11. SOCIAL SECURITY NUMBER	
	12. DEPARTMENT IN WHICH REGULARLY EMPLOYED	12A. DATE OF HIRE (MM-DD-YY)	
	13. HOURS USUALLY WORKED: HOURS PER DAY 13A. DAYS PER WEEK 13B. TOTAL WEEKLY HOURS	13C. Under what class code of your policy were wages assigned?	
E M P L O Y E E	14. GROSS WAGES/SALARY: PER: HOUR DAY WEEK TWO WEEKS MONTH OTHER-SPECIFY		DAILY HOURS
	15. WHERE DID ACCIDENT OR EXPOSURE OCCUR? (Number and Street, City) 15A. COUNTY 15B. ON EMPLOYER'S PREMISES?	YES NO	DAYS PER WEEK
	16. WHAT WAS EMPLOYEE DOING WHEN INJURED? (Please be specific. Identify tools, equipment or material the employee was using)		WEEKLY HOURS
	17. HOW DID THE ACCIDENT OR EXPOSURE OCCUR? (Please describe fully the events that resulted in injury or occupational disease. Tell what happened and how it happened. Please use separate sheet if necessary)		WEEKLY WAGE
	18. OBJECT OR SUBSTANCE THAT CAUSED INJURED EMPLOYEE: e.g. the machine employee struck against or which struck him; the vapor or poison inhaled or swallowed; the chemical that irritated his skin; in cases of strains, bruises bruises bruises lifting, pulling, etc.		COUNTY
	19A. DESCRIBE THE INJURY OR ILLNESS: e.g., strain, fracture, skin rash, etc.	19B. PART OF BODY AFFECTED e.g., back, left wrist, right eye, etc.	NATURE OF INJURY
	20. NAME AND ADDRESS OF PHYSICIAN (Number and Street, City, ZIP)		PART OF BODY
	21. IF HOSPITALIZED, NAME AND ADDRESS OF HOSPITAL (Number and Street, City, ZIP)		SOURCE
	22. DATE OF INJURY OR ILLNESS (MM-DD-YY) 23. TIME OF DAY a.m. p.m.	24. Did employee lose at least one full day's work after the injury? (MM-DD-YY) NO YES-Date Last Worked:	ACCIDENT TYPE
	25. HAS EMPLOYEE RETURNED TO WORK? (MM-DD-YY) No, still off work Yes, date returned:	26. DID EMPLOYEE DIE? (MM-DD-YY) NO YES-Date of Death:	A.O.S.
27. SEASONAL EMPLOYMENT? NO YES		EXTENT OF INJURY	
Completed by (type or print)	Signature	Title	Date



GENERAL LIABILITY LOSS NOTICE (OTHER THAN AUTOMOBILE)

DATE (MM/DD/YY)

PRODUCER		PRODUCER PHONE (A/C. NO., EXT.)		FOR COMPANY USE ONLY			
CODE		SUB CODE		COMPANY		POLICY NUMBER	
POLICY EFF. DATE (MM/DD/YY)		POLICY EXP. DATE (MM/DD/YY)		DATE (MM/DD/YY) & TIME OF LOSS		PREVIOUSLY REPORTED	
						A.M.	YES
						P.M.	NO

INSURED

NAME & ADDRESS		INSURED'S RESIDENCE PHONE (A/C. NO.)		INSURED'S BUSINESS PHONE (A/C. NO., EXT.)	
PERSON TO CONTACT				WHERE TO CONTACT	
				WHEN	
CONTACT'S RESIDENCE PHONE (A/C. NO.)		CONTACT'S BUSINESS PHONE (A/C. NO., EXT.)			

LOSS

LOCATION OF ACCIDENT (INCLUDE CITY & STATE)		AUTHORITY CONTACTED
DESCRIPTION OF ACCIDENT (USE REVERSE SIDE, IF NECESSARY)		

POLICY INFORMATION

COVERAGE PART OR FORMS. (INSERT FORM NOS. & EDITION DATES)

LIMITS	PREMISES/OPERATIONS	MED. PAY.	PRODUCTS / COMPLETED OPERATIONS	CONTRACTUAL	OTHER:	DEDUCTIBLE
BI						
PD						
CSL						

UMBRELLA/EXCESS POLICY IN FORCE? UMBRELLA EXCESS CARRIER: LIMITS:

TYPE OF LIABILITY

PREMISES: INSURED IS	OWNER	TENANT	OTHER	TYPE OF PREMISES
OWNER'S NAME & ADDRESS (IF NOT INSURED)				OWNERS PHONE (A/C. NO., EXT.)
PRODUCTS: INSURED IS	MANUFACTURER	VENDOR	OTHER:	TYPE OF PRODUCT
MANUFACTURER'S NAME & ADDRESS (IF NOT INSURED)				MANUFACT. PHONE (A/C. NO., EXT.):
WHERE CAN PRODUCT BE SEEN?				
OTHER LIABILITY INCLUDING COMPLETED OPERATIONS (EXPLAIN)				

INJURED/PROPERTY DAMAGED

NAME & ADDRESS (INJURED/DOWNER)			PHONE (A/C. NO., EXT.)		
AGE	SEX	OCCUPATION	EMPLOYERS NAME & ADDRESS		PHONE (A/C. NO., EXT.)
DESCRIBE INJURY		FATALITY	WHERE TAKEN	WHAT WAS INJURED DOING?	
DESCRIBE PROPERTY (TYPE, MODEL, ETC.)		ESTIMATE AMOUNT	WHERE CAN PROPERTY BE SEEN?	WHEN?	

WITNESSES

NAME & ADDRESS	BUSINESS PHONE (A/C. NO., EXT.)	RESIDENCE PHONE (A/C. NO.)

REMARKS

REPORTED BY	REPORTED TO	SIGNATURE OF PRODUCER OR INSURED
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Applicable in California

For your protection, California law requires the following to appear on this form:

It is unlawful to:

- (a) Present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.
- (b) Prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any such claim.

Every person who violates any provision of this section is punishable by imprisonment in the state prison, or by fine not exceeding one thousand dollars (\$1,000), or by both.

Applicable in Florida, Idaho, and New York

Any Person who Knowingly and with Intent to Injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading Information is Guilty of a Felony.* +

* In Florida - Third Degree Felony

+ In New York - Insurance Fraud In Third Degree - Class A Misdemeanor

In Second Degree - Class E Felony

In First Degree - Class D Felony



PROPERTY LOSS NOTICE

SET TAB STOPS AT ARROWS
DATE (MM/DD/YY)

PRODUCER		PRODUCER PHONE (A.C. NO. EXT.)		FOR COMPANY USE ONLY	
CODE		SUB CODE		COMPANY	POLICY NUMBER
				DATE (MM/DD/YY) & TIME OF LOSS	CAT #
					AM YES
					PM NO

INSURED

NAME AND ADDRESS		INSURED'S RESIDENCE PHONE (A.C. NO. EXT.)		INSURED'S BUSINESS PHONE (A.C. NO. EXT.)	
		PERSON TO CONTACT		WHERE TO CONTACT	
				WHEN	
		CONTACT'S RESIDENCE PHONE (A.C. NO. EXT.)		CONTACT'S BUSINESS PHONE (A.C. NO. EXT.)	

LOSS

LOCATION OF LOSS	POLICE OR FIRE DEPT. TO WHICH REPORTED
KIND OF LOSS (FIRE, WIND, EXPLOSION, ETC.)	PROBABLE AMOUNT ENTIRE LOSS \$
DESCRIPTION OF LOSS & DAMAGE (USE REVERSE SIDE IF NECESSARY)	

POLICY INFORMATION

MORTGAGEE, IF NONE SO INDICATE

HOMEOWNER POLICIES SECTION I ONLY (COMPLETE FOR COVERAGES A, B, C, D & ADDITIONAL COVERAGES FOR HOMEOWNERS SECTION II LIABILITY LOSSES. USE ACORD 3)

COVERAGE A	COVERAGE B	COVERAGE C	COVERAGE D	DESCRIBE ADDITIONAL COVERAGES PROVIDED
DWELLING	APPURTENANT PRIVATE STRUCTURES	UNSCHEDULED PERSONAL PROPERTY	ADDITIONAL LIVING EXPENSES	\$ ON
\$	\$	\$	\$	\$ ON

SUBJECT TO FORMS (INSERT FORM NOS. & EDITION DATES, SPECIAL DEDUCTIBLES) DEDUCTIBLES

FIRE ALLIED LINES & MULTI-PERIL POLICIES (COMPLETE ONLY THOSE ITEMS INVOLVED IN LOSS)

ITEM	AMOUNT	BLDG.	CONTENTS	OTHER	COINS	DEDUCTIBLE	COVERAGE AND / OR DESCRIPTION OF PROPERTY INSURED
	\$						
	\$						
	\$						

SUBJECT TO FORMS (INSERT FORM NOS. & EDITION DATES, SPECIAL DEDUCTIBLES)

MISCELLANEOUS INFORMATION

OTHER INSURANCE (LIST COMPANIES, POLICY NUMBERS, COVERAGES & POLICY AMOUNTS)

REMARKS

ADJUSTER ASSIGNED DATE ASSIGNED (MM/DD/YY)

REPORTED BY	REPORTED TO	SIGNATURE OF PRODUCER OR INSURED
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