

# Exhibit E

## Insurance Requirements



It shall be the policy of El Paso Streetcar to require Railroad Protective Liability Insurance **OR** Commercial General Liability Insurance with a Contractual Liability-Railroads Endorsement prior to the issuance of any Track Access Permit. The following are specific requirements as noted:

### **FOR CONSTRUCTION, MAINTENANCE, AND SPECIAL EVENT ACTIVITIES:**

#### **Railroad Protective Liability (RPL) Insurance Requirements**

- A. El Paso Streetcar shall require all Permittees who request access for construction, maintenance, or special events to furnish El Paso Streetcar with a Railroad Protective Liability (RPL) Insurance Policy having a combined single limit of not less than \$1,000,000.00 Bodily Injury / \$1,000,000.00 Property Damage Liability each occurrence and \$6,000,000.00 in the aggregate.
- B. The Standards for the Railroad Protective Liability Insurance are as follows:
  1. The policy must be written on an Occurrence Form using the Insurance Services Offices (ISO) Railroad Protective Liability Insurance Form, or equivalent insurance agency specific form.
  2. The name insured shall read:

The City of El Paso Texas  
Attn: Sun Metro – El Paso Streetcar  
10151 Montana Avenue  
El Paso, Texas 79925
  3. The description of work or event must appear on the Declarations, and must match the *Description of Work* or *Description of Event* as written on the Track Access Request Form (Exhibit A or A1).
  4. The work or event location must appear on the Declarations and must include the city, state, and appropriate highway name/number or street name/number. NOTE: Do not include any references to milepost(s) or addresses on the insurance policy.
  5. The name and address of the Permittee must appear on the Declarations.
  6. The name and address of El Paso Streetcar, as referenced above, must be identified on the Declarations as the **“Involved Governmental Authority.”**
  7. The definitions of “physical damage to property” or “property damage” SHALL be amended to read “Direct and accidental loss or damage to all property of the named insured and to all property in the care, custody, or control of the insured.”
- C. If any part of the work or event is sublet, similar insurance, and evidence thereof as specified above, shall be provided by or on behalf of the Permittee to cover its work or event on El Paso Streetcar’s Right-of-Way.

- D. Prior to entry onto El Paso Streetcar Right-of-Way, the Railroad Protective Liability Insurance Policy shall be submitted by Permittee to El Paso Streetcar. In addition, certificates of insurance evidencing the Permittees and any Sub-Permittees Commercial General Liability Insurance shall be issued to El Paso Streetcar at the address below. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, cancelled, or reduced in coverage or limits without (30) days advanced written notice to El Paso Streetcar.

ADDRESS:

Sun Metro – El Paso Streetcar  
Attn: Planning Department – ROW Compliance  
10151 Montana Avenue  
El Paso, Texas 79925

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**FOR CONSTRUCTION OR MAINTENANCE ACTIVITY WHERE EPSC CONTRACTS DIRECTLY WITH PERMITTEE FOR SERVICES OR SPECIAL 3<sup>RD</sup> PARTY CIRCUMSTANCES:**

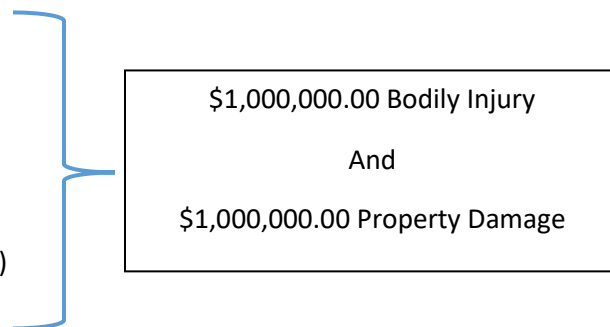
**Commercial General Liability with Contractual Liability-Railroads Endorsement**

A. El Paso Streetcar shall require all Permittees to furnish El Paso Streetcar with a Commercial General Liability (CGL) Insurance Policy **WITH a CONTRACTUAL LIABILITY – RAILROADS ENDORSEMENT** having a combined single limit of not less than \$1,000,000.00 Bodily Injury / \$1,000,000.00 Property Damage Liability each occurrence. This coverage and endorsement is only required when EPSC contracts directly with a permittee to perform work on any Streetcar system(s) or infrastructure. This coverage may also be required under special circumstances where, due to the nature of the permittees proposed work may cause significant risk to Streetcar system(s) and/or infrastructure.

B. The Standards for the Commercial General Liability Insurance are as follows:

1. The policy must be written on an Occurrence Form using the Insurance Services Offices (ISO) Commercial General Liability Insurance Form, or equivalent insurance agency specific form, and contain the following coverage subject to the below stated limits per occurrence:

- a. Premises/operations liability
- b. Products/completed operations
- c. Personal/advertising injury
- d. Contractual liability
- e. Broad-form property damage
- f. Independent contractor liability
- g. Explosion, Collapse and Underground (XCU)
- h. Cyber Liability/Data/Breach/Ransom



*In addition, the following coverage limits per occurrence shall apply:*

- i. Automobile Liability (\$1,000,000.00 Bodily Injury / \$500,000.00 Property Damage)
- j. Worker’s Compensation (Statutory Coverage / \$500,000.00 Employers Liability)
- k. Professional (Errors & Omissions) Liability (If required) (\$1,000,00.00) [NOT REQUIRED FOR SPECIAL EVENT APPLICATIONS]
- l. Excess Liability Insurance (if required) (\$5,000,000.00)

2. The policy SHALL include a Contractual Liability-Railroads endorsement subject to the following limits per occurrence: (\$1,000,000.00 Bodily Injury / \$1,000,000.00 Property Damage).

3. The name insured shall match that of the Permittee as listed in Exhibit A or A1 of the Track Access Program Policy.

4. The certificate holder shall read:

Sun Metro – El Paso Streetcar  
Attn: Planning Department – ROW Compliance  
10151 Montana Avenue  
El Paso, Texas 79925

5. The description of work or event must appear on the Declarations, and must match the *Description of Work* or *Description of Event* as written on the Track Access Request Form (Exhibit A or A1).
6. The work or event location must appear on the Declarations and must include the city, state, and appropriate highway name/number or street name/number. NOTE: Do not include any references to milepost(s) or addresses on the insurance policy.
7. The name and address of the Permittee must appear on the Declarations.
8. The City, its officials, employees, agents and contractors shall be named as additional insured and contain a “blanket waiver of subrogation” clause in favor of the City. The named insured for the City shall be as follows:

The City of El Paso Texas  
Attn: Sun Metro – El Paso Streetcar  
10151 Montana Avenue  
El Paso, Texas 79925

- C. If any part of the work or event is sublet, similar insurance, and evidence thereof as specified above, shall be provided by or on behalf of the Permittee to cover its work or event on El Paso Streetcar’s Right-of-Way.
- D. Prior to entry onto El Paso Streetcar Right-of-Way, the Commercial General Liability Insurance Policy with Contractual Liability-Railroads Endorsement shall be submitted by Permittee to El Paso Streetcar. In addition, certificates of insurance evidencing the Permittees and any Sub-Permittees Commercial General Liability Insurance shall be issued to El Paso Streetcar at the address below. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, cancelled, or reduced in coverage or limits without (30) days advanced written notice to El Paso Streetcar.

ADDRESS:

Sun Metro – El Paso Streetcar  
Attn: Planning Department – ROW Compliance  
10151 Montana Avenue  
El Paso, Texas 79925

## **ADDITIONAL NOTES:**

The Permittee and their subcontractors' insurance coverage shall be primary insurance as respects to the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Permittees or Permittees' subcontractor's insurance and shall not contribute to the Permittees or Permittees' subcontractor's insurance.

Prior to undertaking any work or event as permitted by the El Paso Streetcar, at no expense to the City, shall furnish the City, at the address below, a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.

### ADDRESS:

The City of El Paso Texas  
Attn: Sun Metro – El Paso Streetcar  
10151 Montana Avenue  
El Paso, Texas 79925

### OR EMAIL TO:

Michael Villa – [VillaMJ@elpasotexas.gov](mailto:VillaMJ@elpasotexas.gov)

### AND

Vanessa Munoz – [MunozVX@elpasotexas.gov](mailto:MunozVX@elpasotexas.gov)

**NO WORK OR EVENT WILL BE PERMITTED BY EL PASO STREETCAR ON ITS RIGHT-OF-WAY  
UNTIL IT HAS REVIEWED AND APPROVED THE EVIDENCE OF INSURANCE REQUIRED  
HEREIN.**