

EXHIBIT 1

INSURANCE SECTION

I. INSURANCE REQUIREMENTS

Certificates of insurance (and other evidence of insurance requested by SFRTA), including naming the correct named insured(s) or additional insured(s), shall be provided as set forth in this section. A combination of primary and excess liability or umbrella coverage may be provided to meet the requirements of this section, provided that they are no less restrictive than the underlying coverage.

Prior to the execution of the Permit, and at all renewal periods, if any, which occur prior to termination of the Permit, SFRTA shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through the duration of the permit. SFRTA shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. SFRTA's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights SFRTA may have.

For Permittees that are not self-insured, an insurance certificate from an insurance company that clearly states how each of the requirements has been met is required to be submitted and approved by SFRTA prior to issuance of any Approval Letter.

The following identifies the insurance components of each required Insurance coverage. No Approval Letter shall be issued until the Permittee has provided the required Insurance.

(1) Workers' Compensation Insurance

Permittee shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the Work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

(2) Commercial General Liability Insurance

Permittee shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Permit. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 0001) as filed for use in the State of Florida. Permittee shall cause SFRTA, FDOT, and CSX, each in the State of Florida, to be each made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to SFRTA and to each of the other Additional Insureds stated above as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an

umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Permit, and may not be shared with or diminished by claims unrelated to the permit. The policy/ies and coverage described herein may be subject to a deductible. Permittee or Lessee shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self- Insured Retention.

(3) Railroad Protective Liability Insurance Coverage or Substitute Coverage

When the Permit includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other Work within the limits of the SFRC, including any encroachments thereon from Work or operations in the vicinity of the railroad SFRC, Permittee shall, in addition to the insurance coverage required pursuant to INSURANCE subsection (2) above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where SFRTA is the Named Insured, and FDOT and CSX, each in the State of Florida, are each an Additional Insured, and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000.

In lieu of providing Railroad Protective Liability Insurance coverage, the Permittee may provide Commercial General Liability Insurance coverage that permits Work within a rail corridor, **which shall be clearly stated on the Insurance Certificate.**

(4) Insurance for Protection of Utility Owners

When the Permit involves work on or near utility-owned property or facilities, the utility shall be added along with SFRTA, and FDOT and CSX, as an Additional Insured on the policy/ies procured pursuant to Subsections (2) and (3) above.

(5) Insurance by Others

Permittee shall require every subcontractor or other third party who may have a contract with Permittee and who may require access on the Corridor during construction to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in this Section, including causing each of the Named Insureds and the Additional Insureds stated in those paragraphs to be Named Insureds and Additional Insureds on such subcontractor and third party policy or policies.