

## Vehicle Insurance Limits and Statement of additional insured

1.1 Sub-Recipient shall comply with all applicable motor vehicle equipment laws and will secure a certificate of insurance covering the Project Equipment, including all motor vehicle equipment, which shall demonstrate that Sub-Recipient has obtained all insurance required by State law and, when applicable, federal law. Sub-Recipient will obtain the minimum specified coverage in the following:

1.1.1 Bodily Injury Liability – Minimum specified by State and Federal law, whichever is greater.

1.1.2 Equipment Damage Liability – Minimum specified by State and Federal law, whichever is greater.

1.1.3 Collision – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

1.1.4 Comprehensive – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

1.1.5 Uninsured Motorist – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

1.1.6 No Fault – Minimum specified by State and Federal law, whichever is greater.

1.1.7 This insurance will continue uninterrupted throughout the Project Activity Period.

1.1.8 Sub-Recipient recognizes and is aware of Federal Motor Carrier Safety Regulations (“FMCSR”) and is required to comply with these regulations if applicable. Unless covered by an exception, motor vehicle equipment with a GVWR over 10,000 pounds or which carry more than 15 passengers, including the driver, are required to meet FMCSR. These regulations include specific insurance requirements and the more stringent shall be followed in case of conflicting coverage limits.

1.1.9 Automobile Liability -Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000.00

- a. The policy shall be endorsed to include the following additional insured language: “The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired, or borrowed by the Contractor.”
- 1.2 Sub-Recipient agrees to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Sub-Recipient, Contractors or UTA.
- 1.3 Sub-Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.
- 1.4 Subrecipient agrees to comply with required driver training as deemed necessary by UTA, either by an approved training program or following the National Rural Transit Assistance Program (NRTAP) training guidelines.

#### Additional insured

Insurance policy must list UTA as additional insured unless an indemnity pool insurance policy.

**The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired, or borrowed by the Contractor.**