

INSURANCE SPECIAL PROVISIONS (09/06)
WINSTON-SALEM SOUTHBOUND RAILWAY

STATE PROJECT: 34908.3.2 (U-3300B) COUNTY: Stanly

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:

The Contractor shall procure and maintain, at its expense, an original and one certified copy of the policy to the Department as evidence of:

- a. Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against WSSR and its Affiliates
- b. Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than \$3,000,000 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement
- c. Business automobile liability insurance with available limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence
- d. Such other insurance as WSSR may reasonably require.

Upon request, Licensee shall provide WSSR with a copy of Licensee's applicable insurance policies. A policy endorsement naming WSSR as an additional insured and specifying such coverage shall be furnished to WSSR, and the required coverage will be kept in force until all of the licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee shall have been specifically released by a written instrument signed by an authorized officer of WSSR. Licensee shall also provide WSSR with a copy of the insurance policies.

The insurance policies shall provide that the insurance carrier must give WSSR notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance.

2. **RAILROAD PROTECTIVE LIABILITY INSURANCE:**

The Contractor shall furnish to the Department an original and one duplicate of the Railroad Protective Liability Insurance Policy to protect WSSR in connection with operations to be performed on or adjacent to WSSR right of way. The specifications for proper evidence of insurance are as follows:

- a) The Insurer must be financially stable and rated A- or better in A. M. Best Insurance Reports.
- b) The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
- c) Name Insured and Address:

**Winston-Salem Southbound Railway
Buddy Usrey, Jr.
Operations Manager
4550 Overdale Road, Winston-Salem, NC 27107
(336) 788-9407**

- d) **Limits of Liability: \$5,000,000 per occurrence, \$10,000,000 annual aggregate required.**
- e) Name and Address of Contractor must be shown on the Declarations page.
- f) Name and Address of the Project Sponsor must be shown on the Declarations page.

Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.

The Description and Designation shall read:

NCDOT Project 34908.3.2 (U-3300B) in Stanly County near Albemarle N.C. This project will improve SR 1524 (Airport Road) at Crossing Number 849 926S Milepost 54.2

Authorized endorsements:

A. Must

- 1) **Pollution Exclusion Amendment - CG 28 31**
(Not required with CG 00 35 01 96 and newer versions)
- 2) **Delete Common Policy Conditions – Section E. Premiums**

B. Acceptable

- 1) **Broad Form Nuclear Exclusion - IL 00 21**

- 2) 30-day Advance Notice of Non-renewal
- 3) Required State Cancellation Endorsement
- 4) Quick Reference or Index - CL/IL 240

C. Unacceptable

- 1) Any Pollution Exclusion Endorsement except CG 28 31
- 2) Any Punitive or Exemplary Damages Exclusion
- 3) Any endorsement not named in A or B
- 4) Any type of deductible policy

You must submit the original policy, via the Department of Transportation, for our approval and filing **prior** to the commencement of construction or demolition operations.

B. Prior to entry on WSSR right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to WSSR. In addition, certificates of insurance evidencing the Prime Contractor's Commercial General Liability Insurance shall be "issued" to WSSB and the Department at the addresses below, and **forwarded to the Department** for its review and transmittal to WSSR. No work will be permitted by WSSB on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

Department of Transportation
Rail Division
C/O David Hinnant, State Railroad Agent
1556 Mail Service Center
Raleigh NC 27699-1556

RAILROAD:

Winston-Salem Southbound Railway
Buddy Usrey, Jr.
Operations Manager
4550 Overdale Road,
Winston-Salem, NC 27107

C. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.

RAILROAD SITE DATA:

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the accuracy. Since this information is shown as a convenience to the Contractor but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information.

Number of tracks	-	<u>ONE</u>
Number of trains per day	-	<u>TWO</u>
Maximum speed of trains	-	<u>30</u>