

APPENDIX C

Insurance Requirements

CONTRACTOR shall, at its expense, procure, prior to commencement of the WORK, and shall maintain in full force and effect until the WORK has been completed and accepted, and shall require all subcontractors likewise to procure and maintain, unless they be covered by CONTRACTOR's insurance, the following kinds and minimum amounts:

1. Workmen's Compensation Insurance with minimum limits of not less than \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee, and includes a waiver of subrogation in favor of RAILROAD.

2. CONTRACTOR's Public Liability, Property Damage Liability Insurance including Products & Completed Operations coverage with a minimum single combined limit of not less than \$2,000,000 per occurrence and \$6,000,000 aggregate. Coverage shall include Railroad Contractual Liability endorsement ISO GL 24 17 or its equivalent, have a cross-liability clause, name RAILROAD as an additional insured with endorsement ISO GL 20 10, and include a waiver of subrogation in favor of RAILROAD.

3. The CONTRACTOR shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of RAILROAD and name RAILROAD as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

4. CONTRACTOR shall acquire Railroad Protective Public Liability and Property Damage Liability Insurance with limits of \$2,000,000 per occurrence, \$6,000,000 annual aggregate, with RA and each of the RAILROADS as the named insured under (1) RPL for the entire contract. At RAILROAD's option and with the appropriate price reduction, RAILROAD may obtain such coverage for some projects where it is more economical for both CONTRACTOR and RAILROAD.

5. If required, the CONTRACTOR shall maintain Pollution Legal Liability Insurance with minimum limits of \$5,000,000 per occurrence covering all operations of the CONTRACTOR. Such policy shall be endorsed to provide Waiver of Subrogation in favor of RAILROAD and name RAILROAD as Additional Named Insured.

(b) Insurance shall be primary and without right of contribution from other insurance that may be in effect and without subordination. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A- VI" or better. Insurance shall not be materially modifiable or cancelable without thirty, (30) days prior written notice to RAILROAD. CONTRACTOR shall furnish RAILROAD with certificates of insurance showing compliance with these insurance provisions ten (10) days prior to the commencement of the WORK which must be signed by an authorized member of the insurance firm and which must show the name of the agreement to which the certificate is applicable.

(c) If any policies providing the required coverages are written on a claims-made basis, the following is applicable:

- The retroactive date shall be prior to the commencement of the work
- CONTRACTOR shall maintain such policies on a continuous basis
- If there is a change in insurance companies or policies are canceled or not renewed, CONTRACTOR shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

Number of Trains per Day - 2

Speed 10mph