

INSURANCE SPECIAL PROVISIONS FOR

CSX TRANSPORTATION, INC.

STRUCTURE

TIP: B-4632

Rutherford County

A. In addition to any other forms of insurance or bonds required elsewhere in the contract documents, the Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A for all work to be performed on Railroad right(s)-of-way under the terms of the contract by carrying insurance of the following kinds:

1. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:

a. The Contractor shall furnish an original and one copy of the certificates of insurance and one certified copy of the policy to the Department of Transportation as evidence that, with respect to the operations he performs on railroad right-of-way, he carries Commercial General Liability Insurance including "XCU" coverage providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability	\$ 5,000,000 Per Occurrence
Property Damage Liability	\$ 5,000,000 Aggregate

b. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor, shall be provided by the subcontractor to cover his operations on railroad right-of-way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.

c. Certificates of Insurance holders are to be sent to the addressees given below. Certificates shall make reference to the project, milepost and county.

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, N.C. 27699-1556

CSX Transportation, Inc.
Risk Manager
500 Water Street
Jacksonville, Florida
32202

2. RAILROAD PROTECTIVE LIABILITY INSURANCE:

- a. The Contractor shall furnish to the Department of Transportation an original and one duplicate of the Railroad Protective Liability Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability	\$5,000,000 Per Occurrence
Property Damage Liability	\$10,000,000 Aggregate Per Annual Policy Period
Physical Damage to Property	

- b. The Railroad Protective Liability Policy is to be written on the ISO/RIMA Form No. CG 00 35 10 93 (or updates thereof) including Endorsements CG 28 31 11 85 and IL 00 21 or their equivalents.
- c. The insurer must be financially stable and rated A- or better in A.M. Best & Company's Insurance Reports.
- d. The name and address of Contractor and Department of Transportation must be shown on the Declarations page.
- e. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Named Insured: CSX Transportation, Inc.
Casualty Insurance Department (J-907)
500 Water Street
Jacksonville, Florida 32202

Description and Designation: Removal of existing Bridge No. 69, and construction of a new overhead bridge on SR 1576 (Bostic Rd.) over the tracks of CSX Transportation, Inc. in Rutherford County, North Carolina near Railroad Milepost Z-246.04 identified as State Project 33806.1.1 (B-4632) and Federal Project BRSTP-1576(1).

- B. The Railroad Protective Liability Policy shall contain a clause requiring that sixty (60) days written notice be given the Department of Transportation and the Railroad Company prior to cancellation or change.

All other policies and certificates shall contain a clause requiring that thirty (30) days written notice be given to the Department of Transportation and the Railroad Company

prior to cancellation or change. The notices shall make reference to the project, milepost and county.

NOTICE TO:

CSX Transportation, Inc.
Risk Manager
500 Water St.
Jacksonville, Florida
32202

COPY NOTICE TO:

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, N. C. 27699-1556

- C. All insurance herein before specified shall be carried until the final inspection and acceptance of the project, or that portion of the project within railroad right-of-way, by the Department of Transportation or, in the case of subcontractors, until the Contractor furnishes a letter to the Engineer stating that the subcontractor has completed his subcontracted work within railroad right-of-way to the satisfaction of the Contractor and that the Contractor will accomplish any additional work necessary on railroad right-of-way with his own forces. It is understood that the amounts specified are minimum amounts and that the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, Contractor shall immediately notify the Department of Transportation and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one/half of the aggregate limit, Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department of Transportation and the Railroad Company as to form and amount prior to beginning work on railroad right-of-way.

No extra allowance will be made for the insurance required hereunder; the entire cost of same is to be included in the unit contract price bids for the several pay items.

- D. Evidence of insurance as required above shall be furnished for review to the Department of Transportation at the address shown below after which it will be forwarded by the Department of Transportation to the Railroad.

Send to Department:

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, NC 27699-1556