

INSURANCE SPECIAL PROVISIONS

CSX TRANSPORTATION, INC.

STATE PROJECT: **U-3613B (34961.2.2)** COUNTY: **PITT**

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 furnish an original and one copy of the certificates of insurance 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 CSXT 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 CSXT may reasonably require.

Upon request, Licensee shall provide CSXT with a copy of Licensee's applicable insurance policies. A policy endorsement naming CSXT as an additional insured and specifying such coverage shall be furnished to CSXT, 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 CSXT. Licensee shall also provide CSXT with a copy of the insurance policies.

The insurance policies shall provide that the insurance carrier must give CSXT 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 having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
- c. The named insured shall read:

CSX Transportation, Inc.
Risk Management (J- 150)
500 Water Street
Jacksonville, FL 32202
- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The Description and Designation shall read:

All construction on railroad right of way for Project U-3613B (34961.32), Pitt County for the widen and improvement of Secondary Road 1708 (Fire Tower Road) from project survey station 10+00 -Y3- to project survey station 14+01.34 -Y3- in the Greenville City limits and the Winterville Township. The railroad crossing 641 620H at milepost AA153.80 is within the project area.

- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.
- f. The name and address of the prime contractor must appear on the Declarations.
- g. The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Other endorsements:
 - **Must-**
 - Pollution Exclusion Amendment-CG 28 31
(Not required with CG 00 35 01 96 and newer versions)
 - Delete Common Policy Conditions-Section E. Premiums
 - **Acceptable-**
 - Broad Form Nuclear Exclusion-IL 00 21
 - 30-day Advance Notice of Non-renewal

- Required State Cancellation Endorsement
- Quick Reference or Index – CL/IL 240

- **Unacceptable-**

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

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on CSXT right of way.

- C. Prior to entry on CSXT 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 CSXT. In addition, certificates of insurance evidencing the Prime Contractor’s and any subcontractors’ Commercial General Liability Insurance shall be issued to CSXT and the Department at the addresses below, and forwarded to the Department for its review and transmittal to CSXT. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to CSXT and the Department. No work will be permitted by CSXT on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

Department of Transportation
 Utilities Coordination Unit
 C/O David Hinnant, State Railroad Agent
 1555 Mail Service Center
 Raleigh NC 27699-1555

RAILROAD:

Harden and Associates
 P.O. Box 2286
 Jacksonville, FL 32203
 Attn: Janet Ganske

- D. 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 - **one**
- Number of trains per day - **four**
- Maximum speed of trains - **40 mph**