

## INSURANCE SPECIAL PROVISIONS

## NORFOLK SOUTHERN RAILWAY COMPANY

WBS Element: 34512.1.1 (R-2904)

COUNTY: Durham

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 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 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:

COVERAGE	MINIMUM COMBINED LIMITS OF LIABILITY
Bodily Injury Liability	\$ 2,000,000 Per Occurrence
Property Damage Liability	\$ 2,000,000 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 or in behalf of the Sub-contractor to cover his operations on railroad right of way. As an alternative, the Prime Contractor may provide insurance for the Sub-contractor by means of separate and individual policies.

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

Division of Highways  
Dept. of Transportation  
c/o State Railroad Agent  
1536 Mail Service Center  
Raleigh, North Carolina 27659-1536

Norfolk Southern Railway Company  
c/o Director of Risk Management  
Three Commercial Place  
Norfolk, Virginia 23510-2191

## 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:

COVERAGE	MINIMUM COMBINED LIMITS OF LIABILITY
Bodily Injury Liability	\$2,000,000 Per Occurrence
Property Damage Liability	\$6,000,000 Aggregate Per Annual Policy Period
Physical Damage to Property	

b. The Standard for this protective insurance shall follow the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A.

The Railroad Protective Liability Policy is to be written on the ISO/RIMA Form No. CG 00 35 06 90 including Endorsements CG 28 31 11 85 and IL 00 21 or their equivalents.

c. The names insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Named Insured:	Norfolk Southern Railway Company Three Commercial Place Norfolk, Virginia 23510-2191
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Description and Designation: All construction on Railroad Right of Way between Survey Stations 51+00 -L- and 54+00 -L-, Mile Post H-64.2, WBS Element 34512.1.1 (R-2904) in Durham County.

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:

Norfolk Southern Corporation  
 c/o Director of Risk Management  
 Three Commercial Place  
 Norfolk, Virginia 23510-2191

## COPY NOTICE TO:

Division of Highways  
 Department of Transportation  
 c/o State Railroad Agent  
 1536 Mail Service Center  
 Raleigh, North Carolina 27659-1536

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 Engineering 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 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:

Division of Highways  
 Department of Transportation  
 c/o State Railroad Agent  
 1536 Mail Service Center  
 Raleigh, North Carolina 27699-1536

## 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.

1. Number of tracks	-	<u>1</u>
2. Number of trains per day	-	<u>3</u>
3. Maximum speed of trains	-	<u>25 mph</u>