

## Special Provisions – C&S

### INSURANCE

(a) Without limiting in any manner the liabilities and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000.00 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to the installation of the Facilities, or any subsequent entry by Licensee upon the Premises or other Railway property, Licensee, and each of its contractors, shall at its sole expense procure and maintain for the course of any such installation or entry, a Commercial General Liability Insurance policy having a combined single limit of not less than \$1,000,000 for each occurrence, naming Railway as an additional insured and containing products and completed operations and contractual liability coverage;

(iii) Prior to any entry upon the Premises or other Railway property occurring after installation of the Facilities, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor, shall at its sole expense procure and maintain during such entry a policy of Railroad Protective Liability Insurance naming [Norfolk Southern Railway Company](#) as a named insured and having combined single limits of not less than \$2,000,000 for each occurrence and \$6,000,000 in the aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 10 01.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers, and be of such form and content, as may be acceptable to Railway. Evidence of such insurance (a certificate of insurance for the Commercial General Liability Insurance policy and an original Railroad Protective Liability Insurance policy for subsequent entry when Railway does not make available a risk financing fee therefore) shall be furnished to Railway's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 for review and approval.

## **FLAGGING SERVICES**

Flagging Services will not be provided until the Party's and/or their Contractor's insurance has been reviewed and approved by the Railway.

Under terms of the agreement between the Party and the Railway, the Railway has sole authority to determine the need for appropriate flagging requirements to protect its operations. In general the requirements of such service will be whenever the Party's and/or their Contractor's personnel or equipment are or likely to be working on the Railway's property or right-of-way, or adjacent to, across, over or under a Track, or when such work has disturbed or is likely to disturb a railroad structure or railroad roadbed, surface or alignment of any Track to such an extent that the movement of trains must be controlled by necessary flagging personnel.

## **GUIDELINE FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY**

- A. All persons shall wear hard hats and appropriate eye and hearing protection must be used. Working in shorts is prohibited and shirts must cover back, shoulders and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about ankle are adequate. Wearing of Safety Boots are strongly recommended. In the vicinity of at-grade crossings it is strongly recommended that a reflective vests be worn.
- B. No one is allowed within 25 feet of the centerline of track without specific authorization from the Flagman.
- C. All persons working near a track while a train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the Flagman.
- E. All welders and cutting torches within 25 feet of the track must stop when a train is passing.
- F. No steel tape, chain or cable will be allowed to cross or touch rails without permission from the appropriate Railway personnel.
- G. No equipment will be allowed within 25 feet of the centerline of track without specific authorization of the Flagman.
- H. Trucks, tractors or any other equipment will not touch ballast line without specific permission from the appropriate railway official or Flagman.

- I. No equipment or load movement within 25 feet from or above a standing train or railroad equipment without specific authorization from the Flagman.
- J. All operating equipment within 25 feet of track must cease operation when a train is passing. All other operating equipment may be halted by the Flagman if in the Flagman's view operation of such presents a hazard to a passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing , no vegetation will be removed from Railway embankment with heavy equipment without specific permission from the Railway Engineer and Flagman.
- M. No equipment or material will be parked or stored on Railway property unless specific authorization is obtained from the Railway Engineer.
- N. All unattended equipment that is left parked on Railway property shall be effectively immobilized so that it cannot moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from the tracks after each work day or whenever unattended by an operator and shall be made immobile to unauthorized persons.