

## RAILROAD PROTECTIVE LIABILITY REQUIREMENTS

- A. UNCG shall provide, Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name Railroad and Company as certificate holders and as additional insureds, and shall include a severability of interests provision. In addition, UNCG's policy shall be endorsed to reflect Contractual Liability Insurance specifically related to the indemnity provisions of this Maintenance Agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by a hand augur) conducted within 50 feet of railroad tracks shall be deleted from UNCG's policy.
- B. If UNCG engages an outside contractor to improve, maintain, repair or renew the Pedestrian Underpass, then UNCG, in addition to the insurance provided for in Article V, Section A of this Maintenance Agreement, shall require said contractor to furnish Railroad and Company with a 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:

1. The insurer must be rated A- or better by A.M. Best Company, Inc.
2. The policy must be written using one of the following combinations, or their future equivalent, of Insurance Services Offices ("ISO") Railroad Protective Liability Insurance Form Numbers:
  - a. CG 00 35 01 96 and CG 28 31 10 93; or
  - b. CG 00 35 07 98 and CG 28 31 07 98; or
  - c. CG 00 35 10 01; or
  - d. CG 00 35 12 04.

3. The name insured shall read:

Norfolk Southern Railway Company

Three Commercial Place

Norfolk, Virginia 23510-2191

Attn: Risk Management

North Carolina Railroad Company

2809 Highwoods Blvd, Suite 100

Raleigh, NC 27604

Attn: Chief Financial Officer

Both Railroad and Company will require a separate railroad protective policy issued as specified in Article V, Section B above.

4. a. The description of operations must appear on the Declarations, must match the project description in this Maintenance Agreement, and must include the appropriate project and contract identification numbers.
- b. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost on the insurance policy.
- c. The name and address of the prime contractor must appear on the Declarations.
- d. The name and address of UNCG must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- e. Other endorsements/forms that will be accepted are:
- (1) Broad Form Nuclear Exclusion – Form IL 00 21
  - (2) 30-day Advance Notice of Non-renewal or cancellation

(3) Required State Cancellation Endorsement

(4) Quick Reference or Index Form CL/IL 240

f. Endorsements/forms that are **NOT** acceptable are:

(1) Any Pollution Exclusion Endorsement except CG 28 31

(2) Any Punitive or Exemplary Damages Exclusion

(3) Known injury or Damage Exclusion form CG 00 59

(4) Any Common Policy Conditions form

(5) Any other endorsement/form not specifically authorized in Article V, Section B above.

C. If any part of the work is sublet, similar insurance, and evidence thereof as specified above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.

D. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the prime contractor to the Railroad. In addition, certificates of insurance evidencing the prime contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad at the address below, and forwarded to the Railroad. 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 Railroad. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

RAILROAD:

Risk Management

Norfolk Southern Railway Company

Three Commercial Place

Norfolk, Virginia 23510-2191