

SPECIAL PROVISIONS FOR PROTECTION OF RAILROAD INTERESTS

GUIDELINES FOR PERSONNEL ON RAILROAD PROPERTY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back 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 the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 15 feet of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while 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 working within 25 feet of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

GUIDELINES FOR EQUIPMENT ON RAILROAD PROPERTY:

- A. No crane or boom equipment will be allowed to be set up to work or park within boom distance plus 15 feet of centerline of track without specific permission from the Railway representative.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All crane and boom operators will stay with their machines when their crane or boom equipment is pointed toward the track.
- D. All cranes and boom equipment will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 15 feet of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 15 feet or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 15 feet of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.

- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railway representative.
- M. No equipment or materials will be parked or stored on Railway property unless specific authorization is granted from the Railway representative.
- N. All unattended equipment that is left parked on Railway property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, Grantee will be required to carry insurance of the following kinds and amounts:
 - 1. 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 Norfolk and Portsmouth Belt Line Railroad Company as an additional insured, and shall include a severability of interests provision.
 - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 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 named insured shall be Norfolk and Portsmouth Belt Line Railroad Company. The name and address of the prime contractor must appear on the Declarations.
- B. The insurance required herein shall in no way serve to limit the liability of Grantee under the terms of this Agreement.
- C. Grantee must submit the original Railroad Protective Liability Insurance policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to the Railway.