



## **Insurance Requirements for Off-Track Contractors and Sub-contractors**

For work performed farther than 50' from the railroad's track.

### **Workers' Compensation and Employers' Liability Insurance:**

The Seller shall maintain Statutory Workers Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than \$500,000 Bodily Injury by Accident, Each Accident; \$500,000 Bodily Injury by Disease, Policy Limit; \$500,000 Bodily Injury by Disease, Each Employee. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of Buyer.

### **Commercial General Liability Insurance:**

The Seller shall maintain Commercial General Liability Insurance including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Operations Coverage, Contractual Liability Coverage and Independent Contractor's Liability Coverage with limits not less than the following:

Comprehensive General Liability coverage, Completed Operations coverage and Contractual Indemnity coverage shall not be less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for bodily injury and property damage, with a waiver of all railroad exclusions. Please note the aggregate limit needs to be on a per project basis while the contractor is on our property. An Umbrella policy may be utilized to satisfy the required limits of liability.

### **Commercial Automobile Insurance:**

The Seller shall maintain Commercial Automobile for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of Buyer as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

### **Pollution Legal Liability Insurance:**

If required, the Seller shall maintain Pollution Legal Liability Insurance with minimum limits of \$5,000,000 per occurrence covering all operation of the Seller. Such policy shall be endorsed to provide Waiver of Subrogation in favor of Buyer and name Buyer as Additional Named Insured.

### **Professional Liability Insurance:**

If required, the Seller shall maintain Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all operations of the Seller.

### **General Insurance Requirements:**

1. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A- VI" or better. All coverage shall be primary and non-contributory to any insurance coverage's maintained by the Buyer.
2. All insurance policies shall be endorsed to provide Buyer with thirty (30) days prior notice of cancellation, non-renewal or material change.
3. The certificates of insurance shall evidence all the above required terms and conditions.
4. Certificates of Insurance shall be filed with the Buyer for approval prior to commencing any work. Failure to furnish the required certificate within (10) days of "notice to proceed" shall not be considered cause for modification of any contractual time limits.
5. If sub-contractors are utilized, Seller is to ensure such sub-contractors are in compliance with the above requirements by providing the appropriate certificate of insurance to Buyer.
6. If any policies providing the required coverage are written on a claims-made basis, the following is applicable:
  - The retroactive date shall be prior to the commencement of the work.
  - Seller shall maintain such policies on a continuous basis
  - If there is a change in insurance companies or policies are cancelled or not renewed, Seller shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

**Note: If not previously provided, please have your Insurance Agent forward the required certificates of insurance to:**

**Genesee & Wyoming Railroad Services, Inc.  
Attn: Kristine Storm  
13901 Sutton Park Drive South  
Suite 330  
Jacksonville, FL 32224**