

## **RIGHT OF ENTRY TO CSX TRANSPORTATION RIGHT-OF-WAY:**

(Rev. 3-3-21)

The contractor shall contact the NCDOT Rail Division to begin the Right of Entry (ROE) process. The ROE requirements shall include, but are not limited to, providing necessary insurance, dates work will be performed and any applicable fees. The contractor shall obtain this ROE agreement from CSXT prior to performing any construction activities within the Railroad Right of Way.

The contractor shall allow at least 120 days for the approval of the Right of Entry.

For assistance, contact the Resident Engineer or the Surfaces and Encroachment manager with the Rail Division of NCDOT at [mmclamb@ncdot.gov](mailto:mmclamb@ncdot.gov).

All costs associated with satisfying CSX requirements and obtaining the ROE agreement, including, but not limited to, ROE fees and insurance shall be included in the price bid for the pay items associated with the work inside the railroad right of way. No separate measurement or payment will be made for these costs.

Once work begins within the Railroad Right-of-Way, complete all operations in the Railroad Right of Way in a continuous manner in order to minimize CSXT flagging resources.

### **CSXT Insurance Requirements**

#### **I. Insurance Policies:**

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000.00 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective

liability insurance must be provided as described in item 4 below.

4. Railroad protective liability insurance with limits of not less than \$5,000,000.00 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000.00, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i). Broad Form Nuclear Exclusion - IL 00 21
    - (ii) 30-day Advance Notice of Non-renewal or cancellation
    - (iii) Required State Cancellation Endorsement
    - (iv) Quick Reference or Index - CL/IL 240
  - g. Authorized endorsements may not include:
    - (i) A Pollution Exclusion Endorsement except CG 28 31
    - (ii) A Punitive or Exemplary Damages Exclusion
    - (iii) A "Common Policy Conditions" Endorsement
    - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
    - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department  
CSX Transportation,  
Inc. 500 Water Street,  
C-907 Jacksonville, FL  
32202

OR

[insurancedocuments@csx.com](mailto:insurancedocuments@csx.com) and [mmclamb@ncdot.gov](mailto:mmclamb@ncdot.gov)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

# INSURANCE REQUIREMENTS FOR PUBLIC PROJECTS

## I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSX's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSX and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i). Broad Form Nuclear Exclusion - IL 00 21
    - (ii). 30-day Advance Notice of Non-renewal or cancellation
    - (iii). Required State Cancellation Endorsement
    - (iv). Quick Reference or Index - CL/IL 240

- g. Authorized endorsements may not include:
  - (i). A Pollution Exclusion Endorsement except CG 28 31
  - (ii). A Punitive or Exemplary Damages Exclusion
  - (iii). A “Common Policy Conditions” Endorsement
  - (iv). Any endorsement that is not named in Section 4 (e) or (f) above.
  - (v). Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSX may require.

## **II. Additional Terms:**

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

[insurancedocuments@csx.com](mailto:insurancedocuments@csx.com)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSX's written approval of the required insurance.