

## UTILITY CROSSING

A. Requesting Party, shall provide and maintain the minimum insurance limits shown below in connection with the Access, use or occupancy of the Premises by Requesting Party its employees, agents, contractors, or subcontractors. Requesting Party on behalf of itself and each agent and each contractor and each subcontractor shall furnish to CRANDIC certificates issued by insurance companies acceptable to CRANDIC showing policies carried and the limits of coverage as follows:

i. Workers' Compensation Insurance for employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000.

ii. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The Commercial General Liability policy shall contain the Contractual Liability Railroads CG 24 17 endorsement (or equivalent).

iii. Automobile Liability Insurance for all owned, non-owned and hired automobiles with limits not less than \$1,000,000 each accident.

iv. Excess or Umbrella Liability with limits not less than \$2,000,000 each occurrence and \$2,000,000 aggregate: Such coverage must include, as scheduled policies, the Employer's Liability Insurance, Commercial General Liability Insurance (including completed operations) and Automobile Liability Insurance described in this Section. The excess policies will be "following form."

v. CRANDIC requires Requesting Party or its contractors to provide to CRANDIC an insurance policy for Railroad Protective Liability Insurance in the amount of two million dollars (\$2,000,000) if any work is to be performed in the railroad right-of-way or within fifty (50) feet of the railroad tracks.

B. CRANDIC and each of their respective employees, officers and directors must be included as additional insureds on a primary and non-contributory basis, with respect to General Liability and Excess/Umbrella (if any) coverages.

C. All policies (except Railroad Protective Liability) must contain a waiver of any right of subrogation or recourse by Requesting Party's insurer against CRANDIC and each of their respective employees, officers and directors.

**In order to complete the Access Agreement, please supply the following information:**

1) Full name of Company

2) Type of Business Entity (LLC, Corporation, etc.)

a. State of Formation

b. Principal Place of Business Address

3) Start date of replace project

a. Completion date of replacement project

4) Following information within your company for any proper notification

**Requesting Party:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_

Taxpayer ID: \_\_\_\_\_

5) Name and Title of Person to execute agreement:

6) List any additional Subcontractor(s). They will be held to these standards as well.

7) Mailing Address for flagging fees.

8) Description of task being completed.