

GENERAL NOTES

FHWA REGION	STATE	PROJECT
5	OHIO	

GA
63

LAK-615+ 3.88
LAKE COUNTY

RAILROAD PROTECTIVE LIABILITY INSURANCE

THE CONTRACTOR SHALL FURNISH EVIDENCE TO THE HIGHWAY DEPARTMENT THAT, WITH RESPECT TO THE OPERATIONS HE OR ANY OF HIS SUB-CONTRACTORS PERFORM, HE HAS PROVIDED FOR AND IN BEHALF OF THE CONSOLIDATED RAIL CORPORATION, A RAILROAD PROTECTION LIABILITY POLICY OF INSURANCE PROVIDING A COMBINED SINGLE LIMIT FOR DAMAGES ARISING OUT OF BODILY INJURIES TO OR DEATH OF ONE OR MORE PERSONS AND OUT OF INJURY TO OR DESTRUCTION OF PROPERTY INCLUDING SUCH PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE RAILROAD COMPANY IN THE AMOUNT OF \$2,000,000.00 PER OCCURRENCE AND SUBJECT TO THAT LIMIT PER OCCURRENCE, AN AGGREGATE LIMIT IN THE AMOUNT OF \$6,000,000.00 FOR EACH ANNUAL PERIOD.

THE ABOVE RAILROAD PROTECTIVE POLICY OF INSURANCE SHALL CONFORM TO THE RAILROAD LIABILITY REQUIREMENTS PRESCRIBED BY THE FEDERAL HIGHWAY ADMINISTRATION IN FHFM: 6-6-2-2 AS AMENDED.

THE INSURANCE HEREINBEFORE SPECIFIED SHALL BE WITH AN ACCEPTABLE INSURANCE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF OHIO, AND SHALL BE TAKEN OUT BEFORE WORK IS COMMENCED AND KEPT IN EFFECT UNTIL ALL WORK REQUIRED TO BE PERFORMED UNDER THE TERMS OF THE CONTRACT IS SATISFACTORILY COMPLETED AS EVIDENCE BY THE FORMAL ACCEPTANCE BY THE STATE. SUCH POLICY SHALL INCLUDE THIRTY (30) DAYS CANCELING NOTICE.

"EVIDENCE" AS ABOVE SET FORTH SHALL CONSIST OF FURNISHING THE DIRECTOR OF TRANSPORTATION ONE (1) ORIGINAL AND TWO (2) CERTIFIED COPIES OF THE POLICY.

PAYMENT WILL BE MADE AT THE CONTRACT PRICE BID UNDER:

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
SPECIAL	LUMP SUM	PREMIUM ON RAILROAD'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.