

SP- 092012
(New)



Iowa Department of Transportation

**SPECIAL PROVISIONS
FOR
RAILROAD INSURANCE PROVISIONS (CANADIAN PACIFIC RAILROAD)**

**City of Ventura, Cerro Gordo County
STP-U-7967(600)- - 27-17
STP-E-7967(601)- - 8V-17**

**Effective Date
April 19, 2011**

THE STANDARD SPECIFICATIONS, SERIES 2009, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

SP-092012.01 General

This specification applies to the project on Main Street in Ventura, Iowa involving construction of roadway within the Right-of-way (ROW) of Canadian Pacific Railway (CP).

This Special Provision describes the requirements when working within the ROW of CP and adjacent to the tracks, wire lines, and other facilities. The "Right of Entry License Agreement between the City of Ventura and CP" are included for additional information.

SP-092012.02 Insurance

In addition to Article 1107.02 of the Standard Specification, the CONTRACTOR shall procure and maintain in effect at any time they or their assigned subs are performing work within 25 feet of the centerline of the nearest tracks, insurance meeting the following requirements:

a. **Comprehensive General Liability Insurance:**

Comprehensive general liability insurance with a policy limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, death, and damage to or destruction of property (including the loss of use thereof). The policy will include those policy extensions commonly referred to as broad form completed operations, contractor's protective, collapse, and underground damage. The policy shall by its wording or by endorsement insure those liabilities and obligations which this Agreement contemplates will be assumed by Licensee, including liabilities and obligations to indemnify the Indemnified Parties. The policy shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the Insurance company's liabilities." The policy shall be endorsed to add the following as additional insureds" Soo Line Railroad Company, Soo Line corporation Canadian Pacific Railway Company, and company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.

b. **Automobile Liability and Property Damage Insurance:**

Automobile liability and property damage insurance in an amount not less than \$2,000,000, personal injury and property damage combined, covering the ownership, use, and operation of any motor vehicles and trailers licensed for use on public highways which are owned, leased, or controlled by Licensee or its contractor and used in connection with the Work. The policy shall be endorsed to require the CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

c. **Workers Compensation Insurance:**

Workers compensation insurance that meets the requirements of applicable state law.

d. **Railroad Protective Liability Insurance:**

Railroad protective liability insurance (occurrence form), in the name of Soo Line Railroad Company and Canadian Pacific Railroad Company, with limits of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate for personal injury and property damage.

e. **Environmental Pollution Impairment Liability Insurance:**

Contractor's environmental Pollution Impairment Liability Insurance with a policy limit of not less than \$5,000,000 per occurrence. The policy shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the Protected Parties as additional insureds and to waive subrogation rights against the Protected Parties.

f. **Other Policies of Insurance:**

Such other insurance as may be necessary to protect the Protected Parties against certain other claims arising out of the Work, to wit:

- a. claims under any workers' compensation law,
- b. claims under the Federal Employer's Liability Act, and
- c. any other claims for damages for personal injury or death.

g. **Contractual Endorsement**

Each policy of insurance shall include the following endorsement upon the certificate, or within the binder, policy or other contractual evidence signed by the insurer and in form acceptable to CP:

"it is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work pursuant to the Right of Entry Agreement dated January 28, 2011 by and between CITY OF VENTURA, COUNTY OF CERRO GORDO, STATE OF IOWA and Dakota Minnesota & Eastern Railroad Company d/b/a Canadian Pacific, including work upon railroad property, within railroad right of way and in close proximity operating railroad tracks."

Before Licensee enters the Property, CP must receive and approve certificates of insurance evidencing the coverage's required by section a, b, c, e and c, and endorsements g and CP must also receive and approve either the policy required by subparagraph d or a binder evidencing that that policy is in effect. CP reserves the right to demand a certified copy of any required policy, and Licensee or its contractor shall provide such copy within 10 working days after CP shall give notice to Licensee demanding such copy. All of the required policies shall be issued by insurers acceptable to CP and shall be acceptable to CP in both form and substance. Licensee shall not enter the Property until all of the required policies have been approved in writing by CP. If the comprehensive general liability and automobile policies are procured by Licensee's contractor. Licensee shall be added as an additional insured party under such policies. If the contractor uses a subcontractor, the contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein (except the only one policy required by subparagraph d need be provided for the Work) or obtain endorsements to the contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the contractor's or subcontractor's policies. In the event any required policy lapses, CP shall have the option of immediately terminating the License, with or without notice to Licensee; such termination shall be without prejudice to CP's rights and privileges under this Agreement. The Insurance coverage obtained pursuant to section SP-092012.02 and its sub-sections shall in no manner restrict or limit the liabilities assumed by Licensee under this Agreement.

- h. Include the City and Veenstra and Kimm, Inc. as additional named.

SP-092012.03 Safety

The CONTRACTOR and any subs shall comply with the safety requirements as defined by CP. CP's safety requirements are set forth at their website

<https://www8.cpr.ca/enetp72/Snp/html/SafetyRegulations.html>

Prior to any entry onto the Property, the CONTRACTOR and any subs who carry out any work on the CP Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to the requirements for CP Operations.

SP-092012.04 Measurement and Payment

CP Insurance Provisions required by this specification above those required by Division 11 of the Standard Specifications will be measured and paid for as a Lump Sum for Railroad Insurance Provisions. Includes additional safety requirements required in this special provision.