



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY (BNSF)**

**Polk County
NHSX-U-1945(408)--8S-77**

**Effective Date
March 19, 2013**

THE STANDARD SPECIFICATIONS, SERIES 2012, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

121013.01 GENERAL.

- A.** The Contractor shall cooperate with the Burlington Northern Santa Fe (BNSF) Railway Company, hereinafter referred to as "Railroad" where work is over, under, on, or adjacent to Railroad property, and/or right-of-way, hereafter referred to as Railroad property, during the work which shall not interfere with the movement of trains on Railroad property. The Contractor shall also cooperate with the Norfolk Southern Railway Company (NS), which operates the tracks owned by BNSF.
- B.** The Contractor's right to enter Railroad's property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's property, employees, and/or operations.
- C.** The Contractor shall fully, indemnify, and hold harmless Railroad, its agents and employees against any and all liability, claims, demands, damages, or costs of whatever kind or nature including, but not limited to, liability claims, demands, damages, or costs for death or bodily injury to persons, including without limitation the employees of the parties hereto; injury to property, including without limitation, the property of the parties hereto; and/or other loss, damage, or expense arising under any of those previously listed, and all fines or penalties imposed upon or assessed against the Railroad, and all expenses of investigating and defending against same (including but not limited to costs and attorneys' fees), regardless of the negligence or alleged negligence of railroad, its agents or employees, arising in any manner out of the use, occupancy, or presence of the Contractor or its subcontractors, employees, or agents in, on, or about the construction site; the performance, or failure to perform, by the Contractor, its subcontractors, employees, or agents, its work or any obligation under this contract; or any and all acts or omissions of the contractor, its subcontractors, employees, or agents in, on, or about the construction site. Nothing contained in this specification is intended to, nor shall be deemed or construed to, indemnify, Railroad from its sole negligence or willful misconduct, or that of its agents, servants, or independent contractors who are directly responsible to it.

- D. The Contractor shall notify the Engineer and BNSF Railroad's Manager Public Projects, Benjamin Steinkamp (763-782-3495), and Office of Chief Engineer, Bridges & Structures, Norfolk Southern Corporation, 12000 Peachtree Street NE, Internal Box #142, Atlanta, Georgia 30309 at least 30 working days before commencing any work over, under, on, or adjacent to Railroad Property. Contractor's notification to Railroad shall refer to Railroad's file numbers (BF10003672 and BF10003911).
- E. For falsework above tracks or excavations located, whichever is greater, within 25 feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 1/2 horizontal to 1 vertical slope beginning at 11 feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor shall furnish the Railroad five sets of working drawings showing details of construction affecting railroad tracks and property. The working drawings shall include the proposed method of installation and removal of falsework, shoring, or cribbing, not included in the contract plans and two sets of structural calculations of any, falsework, shoring, or cribbing. All calculations shall take into consideration railroad surcharge loading and shall be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations shall be stamped by a registered Professional Engineer licensed in the state of Iowa. The Contractor shall not begin work until notified by the Railroad that plans have been approved. The Contractor shall use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railroad's tracks. In no case shall the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- F. The Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner.

121013.02 AGREEMENT.

The Contractor shall ensure that at a minimum its Project Supervisors have attended a Safety Orientation conducted by the Railroad, or its representative, and that each of its employees, subcontractors, agents, or invitees have received the same Safety Orientation (by the Contractor's Project Supervisor or by the Railroad) before any work is performed on the project. The Contractor shall give Railroad a minimum of 30 calendar days advance notice for scheduling the Safety Orientation.

121013.03 RAILROAD REQUIREMENTS.

- A. The Contractor shall comply with the rules and regulations of Railroad and the instructions of the Railroad's representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants or licensees, at and in the vicinity of the work area during construction.
- B. The Contractor shall perform work in such manner and at such times that shall not endanger, delay, or interfere with the safe and timely operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants, or licensees.
- C. The Contractor shall take protective measures as are necessary to keep railroad facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from the construction operations. Any damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by Railroad and the cost of such repairs or replacement shall be paid by the Contractor.
- D. The Contractor shall notify the Railroad's Division Superintendent, and provide blasting plans to the Railroad for review a minimum of 7 calendar days prior to conducting any blasting operations adjacent to or on Railroad's property.

- E. The Contractor shall abide by the following clearances during the course of construction:
- 25.0 feet Horizontally from centerline of nearest track
 - 22.5 feet Vertically above top of rail (Temporary Falsework Clearance may be reduced to 21.5 feet Subject to Railroad and Public Utilities Commission approval)
 - 27.0 feet Vertically above top of rail for electric wires carrying less than 750 volts
 - 28.0 feet Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30.0 feet Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34.0 feet Vertically above top of rail for electric wires carrying more than 20,000 volts
- F. Any desired infringement within clearances due to the Contractor's operations shall be submitted to the Railroad and Engineer and shall not be undertaken until approved in writing by the Railroad and Engineer. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval.
- G. In the case of impaired vertical clearance above top of rail, Railroad will have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad employees or rail traffic. The cost of tell-tales or protective devices shall be borne by the Contractor.
- H. The details of construction affecting the Railroad's tracks and property not included in the contract plans shall be submitted to the Railroad by the Engineer for approval before work is undertaken and this work shall not be undertaken until approved by the Railroad.
- I. At other than public road crossings, the Contractor shall not move any equipment or materials across Railroad's tracks until permission has been obtained from the Railroad. The Contractor shall obtain a temporary private crossing agreement from the Railroad prior to moving equipment or materials across the Railroad's tracks. The temporary private crossing shall be gated and locked at all times when not required for use by the Contractor. The temporary private crossing for use of the Contractor shall be at the expense of the Contractor.
- J. The Contractor, upon completion of the work, shall promptly remove from the premises of Railroad all of Contractor's tools, implements, and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee, or agent of Contractor or of any subcontractor, and shall cause said premises to be left in a condition acceptable to the Railroad's representative.

121013.04 PROTECTION OF RAILROAD FACILITIES AND RAILROAD FLAGGER SERVICES.

- A. The Contractor shall give a minimum of 10 working days notice to the Operating Railroad's Track Supervisor, Chuck Bridgeford (573.473.1546) in advance of when flagging services will be required.
- B. Railroad flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under, or within 25 feet measured horizontally from center line of the nearest track, and when cranes or similar equipment are positioned outside of 25 feet measured horizontally from the track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto, for the following conditions:
1. When in the opinion of the Railroad's Representative it is necessary to safeguard Railroad's employees, trains, engines, facilities, and property.
 2. When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to movement or settlement.

3. When work, in any way interferes with the safe operation of trains at timetable speeds.
 4. When any hazard is presented to Railroad track, communications, signal, electrical, or other facilities either due to persons, material, equipment, or blasting in the vicinity.
 5. Special permission shall be requested from the Railroad before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad. Flagging services will be performed by qualified railroad flaggers.
1. The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
 2. Scheduling and Notification:
 - a. The Contractor's work requiring railroad flagging shall be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
 - b. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Engineer a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Engineer, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
 - c. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this specification. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
 - d. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor.

3. The cost of flagger services provided by the Railroad, as deemed necessary by the Railroad's representative, will be paid directly by the Contracting Authority.

121013.05 CONTRACTOR GENERAL SAFETY REQUIREMENTS.

- A. Safety is of the utmost importance in performing work on the Railroad's property. The Railroad does not in any manner assume the control or responsibility of the Contractor to provide safe working conditions for the Contractor or subcontractors in requiring the Contractor to follow the Railroad's General Safety Requirements.
- B. Work in the proximity of a railroad track is potentially dangerous. The Contractor, subcontractors, and invitees are governed by the following Safety Rules and General Safety Requirements while on Railroad property. The Contractor is responsible for enforcement of these Safety Rules and Requirements. The Railroad has the right to bar the Contractor, subcontractors, and invitees from working on Railroad property if the Railroad deems such persons are acting in an unsafe manner.
- C. Before beginning any task on Railroad property, a complete job safety briefing shall be conducted with all individuals involved with the task, and again if the task changes. If the task is within 25 feet of any track, the job briefing shall include the Railroad's flagger and include the procedures the Contractor will use to protect its employees, subcontractors, agents, or invitees from moving any equipment adjacent to or across any railroad tracks.
- D. All employees of the Contractor, subcontractors, agents, and invitees shall receive Safety Orientation from the Contractor's Safety Officer or a qualified Railroad representative prior to the start of any work. The Contractor's Safety Officer shall review the safety guidelines contained below to familiarize their employees with safety issues that exist when working in a railroad environment. This should be reviewed at least weekly, and with any new employee working on Railroad property. It is the responsibility of the Contractor's Supervisor and/or Safety Officer to instruct their employees on the Railroad's Safety guidelines and to require compliance with these guidelines.
- E. Safety rules cannot be all-inclusive. Workers shall refrain from unsafe and improper practices, including the violation and/or disregard of written rules and regulations, and rules of common sense.
 1. The use of alcoholic beverages, intoxicants, narcotics, marijuana, and other controlled substances by employees subject to duty or their possession or use while on duty or on Railroad's property is prohibited. Workers shall not report for duty under the influence of any alcoholic beverage, intoxicant, narcotic, marijuana, or other controlled substance, or medication, including those prescribed by a doctor, that may in any way adversely affect their alertness, coordination, reaction, response, or safety.
 2. Any damage to Railroad property, or if any hazard is noticed on passing trains, shall be reported immediately to the Railroad's representative. Any vehicle or machine which may come in contact with a track, signal equipment, or structure (bridge) could result in a train derailment and shall be reported by the quickest means possible to the Railroad representative and to the Railroad's Network Operations Center at (800.832.5452). Local emergency numbers shall be obtained from the Railroad representative prior to the start of any work and shall be posted at the job site.
 3. All persons are prohibited from having firearms or other deadly weapons, including knives with a blade in excess of 3 inches, in their possession while working on Railroad's property, except those authorized to have them in the performance of their duties or those given special permission.

4. When working on the Railroad's property, the Contractor shall wear safety glasses with side shields, hard hats with high visibility orange cover, and above-the-ankle, lace-up, hardened toe safety boots with a defined heel, all approved by OSHA. High visibility retroreflective orange vests are required in certain locations as specified by the Railroad's representative. Particular attention to footing and the use of proper footwear is essential when working in snow or other slippery conditions. Hearing protection, fall protection, and respirators shall be worn as required by State and Federal regulations.
5. Workers shall not work nearer than 25 feet to the centerline of any track without proper flag/work protection provided by the Railroad, unless the track is protected by track bulletin and work has been authorized by the Railroad. If flag/work protection is provided, every employee shall know:
 - a. Who the Railroad flagger is, and how to contact the flagger,
 - b. Limits of the flag/work protection,
 - c. The method of communication to stop and resume work, and
 - d. Entry into flag/work limits when designated. Workers or equipment entering flag/work limits that were not previously job briefed shall notify the flagger immediately, and be given a job briefing if working at less than 25 feet from center line of track.
6. The Contractor shall not pile or store any materials, or equipment closer than 25 feet to the center line of the nearest Railroad track.
7. Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and if equipped with blade, pan, or bucket, they shall be lowered to the ground. All machinery and equipment left unattended on the right-of-way, shall be left inoperable and secured against movement.
8. Machinery or equipment shall not be stored or left temporarily near a highway/rail at-grade crossing in a manner to interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor shall establish a storage area with concurrence of the Railroad's representative.
9. Contaminates shall not be discharged on Railroad property. Should any discharge occur, the Contractor shall report by the quickest means possible to the Railroad's representative. (This includes oils, diesel fuel, gasoline, etc.).
10. Workers shall not create and leave any conditions at the work site that would interfere with water drainage.
11. Safeguards and safety signs shall be kept in place and in good condition. It is the responsibility of the Contractor to provide same.
12. Before excavating, it shall be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems that either cross or run parallel with the track which are located within the project's work area. Excavating on right-of-way could result in damage to buried cables resulting in delay to railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. Before any excavation commences, the Contractor shall contact the Railroad's Signal Supervisor and Roadmaster. All underground and overhead wires shall be considered high voltage and dangerous until verified with the company having ownership of the line. The Contractor shall notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.
13. The Contractor shall cease all work and the Railroad shall be notified immediately before continuing excavation in the area if obstructions are encountered that do not appear on drawings. If the obstruction is a utility, and the owner of the utility can be identified, then the

owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. There will be no exceptions to these instructions.

14. All excavations, regardless of depth shall be shored where there is any danger to tracks, structures, or employees.
15. Any excavations, holes, or trenches on the Railroad's property shall be covered, guarded, and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that railroad employees who might be working in the area are protected from all hazards. All excavations shall be back filled as soon as possible.
16. All power line wires shall be considered dangerous and of high voltage unless informed to the contrary by proper authority. For lines rated 50 KV or below, minimum clearance between the lines and any part of the equipment or load shall be 10 feet. For lines rated over 50 KV, minimum clearance between the line and any part of equipment or load shall be 10 feet plus 0.4 inches for each 1 KV over 50 KV. If the capacity of the line is not known, minimum clearance of 20 feet shall be maintained. The Contractor shall designate a person to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.
17. When Contractor employees are required to work on the Railroad property after normal working hours or on weekends, the Railroad's representative shall be notified. A minimum of two employees shall be present at all times.
18. In all cases of doubt or uncertainty, the safest course shall be taken.

121013.06 PERSONAL INJURY REPORTING.

The Railroad is required to report certain injuries as a part of compliance with Federal reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor, or invitees while on the Railroad's property shall be reported immediately (by phone, mail if unable to contact in person) to the Railroad's representative. The Injury Report Form contained herein shall be completed and sent by Fax to the Railroad (817.352.7595), no later than the close of shift on the date of the injury.

121013.07 BNSF INSURANCE FORM AND SUBMITTAL.

- A. The Contractor shall procure and maintain, from beginning to end of construction work on or about Railroad property, the following insurance coverage types and limits:

1. **Railroad Protective Liability Insurance.**

The Railroads Protective Public Liability and Property Damage Liability Insurance shall be written on ISO Form No. CG00351093 and include the Limited Seepage and Pollution Liability Endorsement, the Evacuation Expense Coverage Endorsement, and no other endorsements restricting coverage may be added. The original policy must be provided to the Railway prior to performing any work. The named insured is BNSF Railway Company.

The Contractor shall provide for and on behalf of the Railroad, Railroad Protective Insurance as stated in the Code of Federal Regulations, Title 23, Part 646, and any revisions thereto issued by the Federal Highway Administration for damages due to bodily injury or death of persons, and injury to or destruction of property resulting from the operations of the Contractor, subcontractors, or their agents, officers, or employees on this project. This insurance (written in the limits as shown below) on ISO Form no. CG00351093, including the Limited Seepage and Pollution Liability Endorsement, shall be approved by the Railroad, with copies of each required policy furnished to the Railroad and the Engineer. The form of

insurance shall be in accordance with the Railroad Protective Liability Form shown in said Code of Federal Regulations, and shall be executed by an insurance company qualified to write the same in the State of Iowa. Coverage A (Bodily Injury Liability); Coverage B (Property Damage Liability); and Coverage C including amendment GL 00 30 03 83, (Physical Damage to Property) combined single limit of \$2,000,000 per occurrence with \$6,000,000 aggregate for the term of the policy.

2. Commercial General Liability Insurance.

This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000. Coverage shall be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to Railroad employees.
- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of Railroad property.
- Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations may be included on the policy with regard to the work being performed under this contract.

3. Business Automobile Insurance.

This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage, and
- Any and all vehicles owned, used, or hired.

4. Workers Compensation and Employers Liability Insurance.

Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance shall cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

5. Other Requirements.

- a. Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
- b. Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance shall reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under Contractor's care, custody or control.

- c. Contractor's insurance policies, through policy endorsement, shall include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Railroad. The certificate of insurance shall reflect that the above wording is included in evidenced policies.
 - d. All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and Railroad shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming Railroad as additional insured shall be indicated on the certificate of insurance. Contractor will not be allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this specification, be covered by Contractor's insurance shall be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
 - e. Prior to commencing work, Contractor shall furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 calendar days prior to any cancellation, non-renewal, substitution, or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from BNSF, a certified duplicate original of any required policy shall be furnished. BNSF will provide written notice to the Contracting Authority once an acceptable certificate(s) has been obtained. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Contractor shall make available any required policy covering such claim or lawsuit.
 - f. Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state of Iowa.
 - g. Contractor represents that this specification has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by the contract documents. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
 - h. If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend, and indemnify Railroad to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify Railroad herein.
 - i. Failure to provide evidence as required by this specification will entitle, but not require, Railroad to remove Contractor from or deny entry of Contractor to Railroad property immediately. Acceptance of a certificate that does not comply with this specification shall not operate as a waiver of Contractor's obligations hereunder.
 - j. The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this specification. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.
 - k. For purposes of this section, Railroad shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway" and the subsidiaries, successors, assigns, and affiliates of each.
- B.** The insurance policy(ies) and a copy of the Certificate of Liability shall be sent to BNSF Risk Manager, BNSF Railway Company, 2500 Lou Menk Drive, Ft. Worth, Texas 76131. A copy(ies)

shall also be sent to the Iowa DOT, Office of Accounting, 800 Lincoln Way, Ames, IA 50010.

121013.08 NS INSURANCE FORM AND SUBMITTAL.

- A.** In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds and amounts:
1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in Article 121013.08, A, 2, d, both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The standards for the Railroad Protective Liability Insurance are as follows:
 - a. The insurer must be rated A- or better by A.M. Best Company, Inc.
 - b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - 1) CG 00 35 01 96 and CG 28 31 10 93; or
 - 2) CG 00 35 07 98 and CG 28 31 07 98; or
 - 3) CG 00 35 10 01; or
 - 4) CG 00 35 12 04.
 - c. The named insured shall read:
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Management
 - d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate project and contract identification numbers.
 - e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost on the insurance policy.
 - f. The name and address of the prime contractor must appear on the Declarations.
 - g. The name and address of the City of Des Moines and Iowa Department of Transportation shall be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
 - h. Other endorsements/forms that will be accepted are:
 - 1) Broad Form Nuclear Exclusion – Form IL 00 21
 - 2) 30-day Advance Notice of Non-renewal or cancellation
 - 3) Required State Cancellation Endorsement
 - 4) Quick Reference or Index Form CL/IL 240
 - i. Endorsements/forms that are NOT acceptable are:
 - 1) Any Pollution Exclusion Endorsement except CG 28 31
 - 2) Any Punitive or Exemplary Damages Exclusion
 - 3) Known injury or Damage Exclusion form CG 00 59

- 4) Any Common Policy Conditions form
 - 5) Any other endorsement/form not specifically authorized in Article 121013.08, A, 2, h.
- B.** If any part of the work is sublet, similar insurance, and evidence thereof as specified in Article 121013.08, A, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C.** Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Contractor to the Engineer at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Engineer for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without 30 days advance written notice to Railroad and the Engineer. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.
- RAILROAD:
Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191.
- D.** The insurance required herein shall in no way serve to limit the liability of Engineer or its Contractors under the terms of this agreement.

121013.09 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

BNSF and NS Insurance Provisions required by this specification above those required by Division 11 of the Standard Specifications will be measured as a lump sum. The cost of the insurance provisions above that required by Division 11 of the Standard Specifications shall be included in the lump sum bid price for BNSF and NS Insurance Provisions. With the exception of payment for insurance as described, no additional payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time: _____
(if non-BNSF location)

County: _____ 3. Temperature: _____ 4. Weather: _____

5. Social Security # _____

6. Name (last, first, mi) _____

7. Address:

Street: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____

9. (a) Injury: _____ (b) Body Part _____ (i.e. (a) Laceration (b) Hand)
(if available)

10. Description of accident (To include location, action, result, etc.): _____

11. Treatment:

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment

12. Dr. Name: _____ 13. Date: _____

14. Dr. Address:

Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:

Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

