



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

**Black Hawk County
STP-U-2140(601)--70-07**

**Effective Date
April 21, 2015**

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.

122014.01 DESCRIPTION.

These are special provisions for construction within or in near proximity to the Iowa Northern Railroad, which operates on D&W Railroad (TRANSCO) lines.

122014.02 RAILROAD INSURANCE PROVISIONS.

The insurance requirements as described in Article 1107.02, B of the Standard Specifications shall be modified to meet the following:

Iowa Northern Railway Company (IANR) shall be named as beneficiary on Contractor provided insurance policies.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage on behalf of Iowa Northern Railway Company ("IANR") and Contractor shall ensure that Iowa Northern Railway Company is named by each insurance carrier as 'additional insured' in each policy:

1. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:
 - Bodily injury including death and personal injury
 - Property damage
 - Fire legal liability (Not less than the replacement value of the portion of the premises occupied)
 - Products and completed operations
2. Workers Compensation and Employers Liability insurance including but not limited to:

- Contractor's statutory liability under the workers' compensation laws of the State of Iowa
- Employers' Liability (Part B) with limits of at least \$2,000,000 each accident, \$1,000,000 disease policy limit, \$2,000,000 each employee.

If Contractor is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage.

1. Umbrella or Excess Policies. In the event Contractor utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.
2. All Risk Property insurance (including Flood and Quake) covering all betterments, and improvements on the premises and all appurtenances thereof in an amount not less than their replacement value.
3. Other Requirements:
 - a. Any punitive damage exclusion must be deleted which deletion shall be indicated on the certificate of insurance.
 - b. Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against IANR. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against IANR for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary with respect to any insurance carried by IANR. All waivers of subrogation shall be indicated on the certificate of insurance.
 - c. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name IANR as an additional insured. Severability of interest and naming IANR as additional insured shall be indicated on the certificate of insurance.
 - d. Contractor shall furnish to IANR original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify IANR in writing of any cancellation or material alteration. Upon request from IANR, a certified duplicate original of any required policy shall be furnished.
 - e. Any insurance policy shall be written by a reputable insurance company acceptable to IANR or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Iowa.
 - f. Contractor warrants that this Agreement 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 this Agreement and acknowledges that Contractor's insurance coverage will be primary.
 - g. The fact that 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 Agreement. Damages recoverable by IANR shall not be limited by the amount of the required insurance coverage.

122014.03 PROOF OF INSURANCE.

Before the contract is awarded, Contractor shall submit to the Department a certificate of insurance evidencing the coverage. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (including project number). Policies shall provide no less than 30 calendar days prior written notice to Contracting Authority and Railroad of cancellation or material change in policies. Following award of the Contract, the Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Contracting Authority (if other than the Department), and a certified, true, and complete copy

of policy or policies to the Contracting Authority and Railroad. Upon request from either the Contracting Authority or Railroad, a certified duplicate original of any required certificate or policy shall be furnished at no cost to the Contracting Authority or Railroad.

122014.04 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Iowa Northern Railroad Company will be paid for as a Lump Sum bid item. The Contractor will be paid the Lump Sum bid item price within 30 calendar days after receipt of a signed contract, provided that all necessary certificates of insurance have been submitted to the Department per Article SP-122014.03.