

SP-092008
(New)



**SPECIAL PROVISIONS
FOR
RAILROAD INSURANCE PROVISIONS**

Cerro Gordo County

Project No.
BHS-C017(64)—63-17

Effective Date
February, 15 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.

DESCRIPTION

The insurance requirements as described in Article 1107.02.B shall be modified to meet the following:

Insurance companies shall have a VII or better rating by Best's Insurance Guide Rating.

Iowa Northern Railway Company (IANR) is 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 and Contractor shall ensure that Iowa Northern Railway Company is named by each insurance carrier as a 'named 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. **Worker's Compensation and Employers Liability** insurance including but not limited to:

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

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

3. **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.

4. **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.

5. **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 Iowa Northern Railway Company and Iowa Northern Railway Company. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Iowa Northern Railway Company and Iowa Northern Railway Company 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 Iowa Northern Railway Company, or Iowa Northern Railway Company. All waivers of subrogation shall be indicated on the certificate of insurance.

c. All policy(s) required above (excluding Workers Compensation) shall provide severability of interests and shall name Iowa Northern Railway Company as insured. **Severability of interest and naming Iowa Northern Railway Company as insured shall be indicated on the certificate of insurance.**

d. Prior to commencement of construction, Contractor shall furnish to Iowa Northern Railway Company 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) to notify Iowa Northern Railway Company in writing of any cancellation or material alteration. **Upon request from Iowa Northern Railway Company 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 Iowa Northern Railway Company 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, 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 Iowa Northern Railway Company and Iowa Northern Railway Company shall **not** be limited by the amount of the required insurance coverage.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Railroad 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 Railroad Insurance Provisions.