



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

**Dubuque County  
BRFN-061-8(125)--39-31**

**Effective Date  
January 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.**

**1.01 General**

**1.01.01** The Contractor shall cooperate with the 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.

**1.01.02** The Contractor's right to enter Railroad's property is subject to the absolute right of the 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.

**1.01.03** The Contractor shall notify the Engineer and also Railroad's Manager Public Projects, Calvin Nutt, BNSF Railway Company, 80-44<sup>th</sup> Avenue NE, Minneapolis, MN 55421, telephone number: 763.782.3495; at least 30 calendar days before commencing work over, under, on, or adjacent to Railroad property. Contractor's notification to Railroad shall refer to Railroad's file numbers.

**1.01.04** 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 1.5 horizontal to 1 vertical slope beginning 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 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 falsework

over Railroad's tracks. The Contractor will not be relieved of responsibility for results obtained by the implementation of said approved plans.

**1.01.05** The Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner.

## **1.02 Railroad Requirements**

**1.02.01** 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.

**1.02.02** 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.

**1.02.03** 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.

**1.02.04** The Contractor shall notify the Railroad's Division Superintendent at Lincoln, NE, (telephone number: 402.458.7500), 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.

**1.02.05** 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 V,
- 28.0 feet Vertically above top of rail for electric wires carrying 750 V to 15 kV,
- 30.0 feet Vertically above top of rail for electric wires carrying 15 kV to 20 kV, and
- 34.0 feet Vertically above top of rail for electric wires carrying more than 20 kV.

**1.02.06** 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.

**1.02.07** 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.

**1.02.08** 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.

**1.02.09** At other than public road crossings, the Contractor shall not move equipment or materials across Railroad's tracks until permission has been obtained from Railroad. Contractor shall obtain a temporary private crossing agreement from Railroad prior to moving equipment or materials across

Railroad's tracks. Temporary private crossing shall be gated and locked at all times when not required for use by the Contractor. Temporary private crossing for use of the Contractor shall be at the expense of the Contractor.

**1.02.10** 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.

### **1.03 Protection of Railroad Facilities and Railroad Flagger Services**

**1.03.01** The Contractor shall give a minimum of 30 working days notice to the Railroad's Roadmaster, Jerrod Chapple (telephone number: 402.422.5249), in advance of when flagging services will be required.

**1.03.02** 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:

**1.03.02a** When in the opinion of the Railroad's Representative it is necessary to safeguard Railroad's employees, trains, engines, facilities, and property.

**1.03.02b** 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.

**1.03.02c** When work, in any way interferes with the safe operation of trains at timetable speeds.

**1.03.02d** 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.

**1.03.02e** Special permission shall be requested from the Railroad before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

**1.03.03** Flagging services will be performed by qualified railroad flaggers. The cost per day for one flagger is approximately \$800.00, which includes vacation allowance, paid holidays, Railroad and Unemployment Insurance, Public Liability and Property Damage Insurance, Health and Welfare Benefits, transportation, meals, lodging, and supervision, for an eight-hour basic day, with time and one-half or double time for overtime, rest days, and holidays. These rates are subject to increases which may result from Railroad Employees-Railroad Management negotiations or which may be authorized by Federal authorities. The Contractor will be billed on actual costs in effect at the time the work is performed.

**1.03.03a** Flagging crew generally consists of one employee. Additional personnel may be required to protect Railroad operations and property, if deemed necessary by the Railroad's Representative.

**1.03.03b** Each time a flagger is called the minimum period for billing will be the eight-hour basic day.

**1.03.03c** The cost of flagger services provided by the Railroad, as deemed necessary by the Railroad's representative, shall be borne by the Contractor.

**1.03.03d** Railroad will notify the Engineer and Contractor when non-compliance is reported by Railroad train crews or other Railroad employees. Contractor work performed without proper flagging services, when such flagging is required, will be subject to a \$5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by Railroad or Engineer from the project.

#### **1.04 Contractor General Safety Requirements**

**1.04.01** Safety is of the utmost importance in performing work on the Railroad's property. The Railroad does not 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.

**1.04.02** 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.

**1.04.03** 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.

**1.04.04** The Contractor shall ensure that prior to any employee entering Railroad property they have completed the safety orientation found on the following website: [www.contractororientation.com](http://www.contractororientation.com).

**1.04.04a** 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.

**1.04.05** 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.

**1.04.05a** 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.

**1.04.05b** Damage to Railroad property, or if a hazard is noticed on passing trains, shall be reported immediately to the Railroad's representative. A 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 (telephone number: 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.

**1.04.05c** All persons are prohibited from having firearms or other deadly weapons, including knives with a blade in excess of three 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.

**1.04.05d** 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.

**1.04.05e** 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: (1) who the Railroad flagger is, and how to contact the flagger, (2) limits of the flag/work protection, (3) the method of communication to stop and resume work, and (4) 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.

**1.04.05f** The Contractor shall not pile or store any materials, or equipment closer than 25 feet to the centerline of the nearest Railroad track.

**1.04.05g** 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.

**1.04.05h** 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.

**1.04.05i** 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.).

**1.04.05j** Workers shall not create and leave any conditions at the work site that would interfere with water drainage.

**1.04.05k** Safeguards and safety signs shall be kept in place and in good condition. It is the responsibility of the Contractor to provide same.

**1.04.05l** 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 provide written notification to the Railroad's Signal Supervisor and Roadmaster at least 10 working days. 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.

**1.04.05m** The Contractor shall cease 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.

**1.04.05n** Excavations, regardless of depth shall be shored where there is any danger to tracks, structures, or employees.

**1.04.05o** 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.

**1.04.05p** 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.

**1.04.05q** 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.

**1.04.05r** In all cases of doubt or uncertainty, the safest course shall be taken.

## **1.05 Personal Injury Reporting**

**1.05.01** 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 (fax number: 817.352.7595), no later than the close of shift on the date of the injury.

## **1.06 Indemnification.**

**1.06.01** To the fullest extent permitted by law, the Contractor shall release, indemnify, defend, and hold harmless the Railroad and its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, "indemnitees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs,

attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively, "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part):

- (a) this specification, including, without limitation, its environmental provisions,
- (b) any rights or interests granted pursuant to this specification,
- (c) occupation and use of the premises by the Contractors, or anyone directly or indirectly employed by them, or anyone they control or exercise control over,
- (d) the environmental condition and status of the premises caused by or contributed to by the Contractor, or
- (e) any act or omission of the Contractor.

Even if such liabilities arise from or are attributed to, in whole or in part, any negligence of any indemnitee. The only liabilities with respect to which the Contractor's obligation to indemnify the indemnitees does not apply are liabilities to the extent proximately caused by the gross negligence, or willful misconduct of an indemnitee.

**1.06.02** The Contractor shall now and forever waive any and all claims, regardless whether based on strict liability, negligence or otherwise, that the Railroad is an "owner", "operator", "arranger", or "transporter" with respect to the improvements for the purposes of CERCLA or other environmental laws.

**1.06.03** The Contractor shall to the fullest extent permitted by law indemnify and hold harmless the indemnitees against and assume the defense of any liabilities asserted against or suffered by any indemnitee under or related to the Federal Employers' Liability Act (FELA) whenever employees of grantee or any of its agents, invitees, contractors claim or allege that they are employees of any indemnitee or otherwise. This indemnity shall also extend, on the same basis, to FELA claims based on actual or alleged violations of any federal, state or local laws or regulations, including but not limited to the safety appliance act, the boiler inspection act, the occupational health and safety act, the resource conservation and recovery act, and any similar state or federal statute.

### **1.07 Insurance Form and Submittal**

Before the contract is awarded, Contractor shall submit to Contracting Authority a certificate of insurance evidencing the coverage and a certified, true, and complete copy of policy or policies. 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 and a certified, true, and complete copy of policy or policies to the Railroad.

**1.07.01** 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:

#### **1.07.01a Railroad Protective Insurance**

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.

Railroad Protective Liability Insurance is required if there is any construction or demolition activities. This insurance shall name only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and on ISO form CG 28 31 10 93.
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy shall be provided to the Engineer and Railway prior to performing work.

If available and in lieu of providing a Railroad Protective Liability Policy, the Contractor may participate in the Railroad's Blanket Railroad Protective Liability Insurance Policy available to the Contractor. The limits of coverage are the same as above.

#### **1.07.01b 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.
- ◆ 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.

#### **1.07.01c 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
- ◆ Any and all vehicles owned, used, or hired

#### **1.07.01d 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.



**1.07.01e Other Requirements**

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.

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.

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.

All policy(ies) (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name the Railroad and Staubach Global Services-RR, Inc. as an additional insured with respect to work performed. Severability of interest and naming the Railroad and Staubach Global Services-RR, Inc. 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, any deductible, self-insured retention, or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. 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.

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 cancellation provision shall be indicated on the certificate of insurance. Upon request from the Railroad, a certified duplicate original of any required policy shall be furnished. The Contractor shall send the certificates to the following address: BNSF Risk Management, 2500 Lou Menk Drive AOB-1, Fort Worth, TX 76131-2828, fax number: 817.352.7207

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.

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.

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.

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.

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.

For purposes of this section, Railroad shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway" and the subsidiaries, successors, assigns, and affiliates of each.

**1.07.02** The insurance policy(ies) and a copy of the Certificate of Liability shall be sent to BNSF Risk Management, BNSF Railway Company, 2500 Lou Menk Drive, Building AOB-1, Ft. Worth, Texas 76131. A copy(ies) shall also be sent to the Iowa DOT, Office of Accounting, 800 Lincoln Way, Ames, IA 50010.

**1.08 Method of Measurement and Basis of Payment**

Railroad Protective Liability Insurance for BNSF Railway Co. will be paid for as a Lump Sum bid item. The Contractor will be paid 100% of the Lump Sum bid item once the Engineer has received all necessary certificates of insurance.

**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: \_\_\_\_\_  
County: \_\_\_\_\_ 3. Temperature: \_\_\_\_\_ 4. Weather \_\_\_\_\_  
(if non-BNSF location)
- 5. Social Security #: \_\_\_\_\_
- 6. Name (last, first, mi): \_\_\_\_\_
- 7. Address: Street \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_ Zip: \_\_\_\_\_
- 8. Date of Birth: \_\_\_\_\_ and/or Age \_\_\_\_\_ Gender: \_\_\_\_  
(if available)
- 9. (a) Injury: \_\_\_\_\_ (b) Body Part: \_\_\_\_\_  
(i.e. (a) Laceration (b) Hand)
- 11. Description of accident (To include location, action, result, etc.):
  
- 12. Treatment:
  - First Aid Only
  - Required Medical Treatment
  - Other Medical Treatment
- 13. Dr. Name: \_\_\_\_\_ 30. Date: \_\_\_\_\_
- 14. Dr. Address:  
Street \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_ Zip: \_\_\_\_\_
- 15. Hospital Name:
- 16. Hospital Address:  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_ Zip: \_\_\_\_\_
- 17. Diagnosis: