



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

**Marion County
BRFN-316-1(11)--39-63**

**Effective Date
October 15, 2024**

THE STANDARD SPECIFICATIONS, SERIES 2023, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

230227.01 DESCRIPTION.

These are special provisions for construction within or in near proximity to the Norfolk Southern Railway Company (Railroad).

230227.02 RAILROAD INSURANCE PROVISIONS.

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. The Contractor shall not begin work upon or over Railroad's ROW until the Railroad has notified the Engineer that such insurance provisions are in accordance with the contract documents. The insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad's property and cleans the premises in a manner reasonably satisfactory to Railroad.

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, 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 \$1,000,000 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 both as the certificate holder and as an additional insured, and shall include a severability of interests provision.

2. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Policy or policies shall be endorsed to name Railroad both as the certificate holder and as an additional insured and shall include a severability of interests provision.
3. 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. 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 shall be rated A- or better by A.M. Best Railroad, Inc.
- b. The policy shall 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; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, GA 30308
Attn: Risk Management
- d. The description of operations shall appear on the Declarations, shall match the project description in this agreement, and shall include the appropriate Sponsor project and contract identification numbers.
- e. Job location shall appear on the Declarations and include the city, state, and appropriate highway name/number.
- f. Name and address of the Contractor shall appear on the Declarations.
- g. Name and address of the Sponsor 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 item no. 2.h above.

Contractor shall use the website listed below to acquire Railroad train movement information for the purpose of obtaining Railroad Protective Liability Insurance:

<http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx>

The US DOT Crossing Inventory Number will be located in the project plans. Zero trains per day will be displayed on the crossing inventory report for locations with grade separated crossings or at-grade crossings when there is less than one train per day. In these situations generating a map to find alternative crossing locations may be used to provide the number of trains per day and speed nearest the project location.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Contractor to the Railroad at the address below for its review.

Risk Management
 Norfolk Southern Corporation
 650 West Peachtree Street NW
 Atlanta, GA 30308
 NSRISK1 @nscorp.com

- D. Insurance required herein shall in no way serve to limit the liability of the Contracting Authority or the Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
 - 1. Railroad will only accept initial insurance submissions via US Mail or overnight carrier to the address noted in C above. Railroad will not accept initial insurance submissions via email or faxes. Please provide point of contact information with the submission including a phone number and email address.
 - 2. Railroad requires the following two forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's Commercial General, Automobile, and Workers' Compensation Liability Insurance Certificate of Liability Insurance.
 - c. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is

not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30 to 45 days for the Railroad to review.

230227.03 WORK PERFORMED WITHOUT REQUIRED FLAGGING SERVICES.

Railroad will notify the Engineer and Contractor when non-compliance is reported by 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.

230227.04 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Norfolk Southern Railway Company will be paid for as a Lump Sum bid item. 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 Contracting Authority per Article SP-230227.02, E.