

Supplemental Specification
901-S-103-1
Award & Execution of Contract
Project No. _____
_____ County

**OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

DATE: May 12, 1995

SUBJECT: LIABILITY INSURANCE

Section S-103, Award & Execution of Contract, of the 1989 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction is hereby amended as follows:

901-S-103.06--Liability Insurance.

Delete the first paragraph of Subsection S-103.06 on page 1-21 in toto and substitute:

901-S-103.06.1--General. The Contractor shall carry contractor's liability (including subcontractors and contractual) with limits not less than: \$300,000 each occurrence; \$500,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company.

Delete the last paragraph on page 1-21 and the remaining part of the first paragraph on page 1-22, then substitute the following:

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Board and State Aid Engineer that insurance of the forms and amounts set out herein in paragraphs (1) and (2) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in Volume 6, Chapter 6, Section 2, Subsection 2 of the Federal Aid Highway Program Manual.

Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (2), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (1).

Delete the fourth paragraph and subparagraphs 1, 2 and 3, on page 1-22 and substitute:

For work within the limits set out in 901-S-103.06.2 of this supplemental specification and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (1) and (2).

Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(1) Railroad Protective Liability Insurance shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period. When applicable, Amtrak shall be included as an additional insured.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph (d) below.

Coverage shall include:

- (a) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (b) personal property owned by or in the care, custody or control of the railroads,
- (c) the Contractor, or any of his agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (d) negligence of only the following classes of railroad employees:
 - (i) any supervisory employee of the railroad at the job site
 - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or

- (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(2) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit - any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** - \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting his operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

After the last paragraph on page 1-22, add the following:

901-S-103.06.2--Contractor's Responsibility for Utility Property and Services.

Where the Contractor's operations are adjacent to or coincide with properties of railroad, telegraph, telephone, power companies and other utility services and damage to said utility might result in considerable expense, loss or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

All work to be performed within 50 feet either side of the centerline of any railroad track shall be executed in such manner and at such time that interference with the movements of trains or traffic upon the tracks of the Railroad Company is held to a minimum. The Contractor will be required to use all reasonable care and precaution in order to avoid accidents, damage, or unnecessary delays which would interfere with the Railroad Company's trains or other property.

The Contractor shall cooperate with the owners of all underground and overhead utility lines in the removal and rearrangement operations in order that these operations may progress in a reasonable manner and that duplication of rearrangement work may be reduced to a minimum and services rendered will not be unnecessarily interrupted.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authorities and cooperate in the restoration of service. No work shall be undertaken around fire hydrants without approval of the local fire authority.