



# Iowa Department of Transportation

## SPECIAL PROVISIONS FOR WORK ON RAILROAD RIGHT-OF-WAY (DAKOTA, MINNESOTA, AND EASTERN RAILROAD)

Washington County  
STP-092-9(104)--2C-92

Effective Date  
April 17, 2012

**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.**

### **090196.01 PERMITS.**

The Contractor shall, before entering upon Dakota, Minnesota, and Eastern Railroad: dba Canadian Pacific; (Railroad) property for the performance of work secure permission from the Railroad for the occupancy and use of the Railroad's property and shall confer with the Railroad relative to requirements for railroad clearances, operation, and general safety regulations.

The Contractor shall conduct work in a manner satisfactory to the Railroad and shall not damage Railroad property or interfere with their operations.

The Railroad will at all times have jurisdiction over the safety of Railroad operations, and the decision of the Railroad as to procedures which may affect the safety of Railroad operations shall be final, and the Contractor shall be governed by such decision.

Should any damage occur to Railroad property because of the Contractor's operations, and the Railroad deems it necessary to repair such damage or to perform any work for the protection of its property, the required materials, labor, and equipment shall be furnished by the Railroad, and the Contractor shall reimburse the Railroad for any costs so incurred.

### **090196.02 TEMPORARY GRADE CROSSINGS.**

If the Contractor requires the construction of a temporary grade crossing across the Railroad's track(s) for use during the performance of the contract, the Contractor shall make the necessary arrangements with the Railroad for the construction, protection, and later removal of such temporary grade crossing. The costs of such temporary grade crossing construction, protection, maintenance, and later removal shall be promptly reimbursed to the Railroad on the basis of the Railroad's bills, to be rendered monthly.

The Contractor shall not cross the Railroad's property or track(s) with vehicles or equipment of any kind or character except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing.

**090196.03 RAILROAD FLAGGING AND WATCHMAN SERVICES.**

Flagging protection or watchman services required by the Railroad for the safety of Railroad operations because of work being performed by the Contractor, or in connection therewith, will be provided by the Railroad and the cost shall be reimbursed to the Railroad on the basis of the Railroad's bills rendered monthly.

In order that the Railroad may be prepared to furnish protective services, the Contractor shall furnish their proposed work schedule to the Railroad and Engineer at least 15 working days in advance of the commencement of work. The Railroad and Engineer shall also be notified by the Contractor at least 72 hours in advance of proposed performance of work by the Contractor in which any person or equipment will be within 25 feet of any track, or near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track.

Protective services of at least one watchman or flagman are required by the Railroad during, but not limited to:

- the excavation, placing, and removal of cofferdams or sheeting;
- driving of foundation piling and placing of the concrete footings for piers adjacent to the track(s);
- construction and removal of falsework, bracing, or forms over or adjacent to the track(s);
- construction or equipment across the track;
- the setting or placing of beams or girders in the span(s) over track(s);
- construction operations involving direct interference with the Railroad's track(s) or traffic, fouling of Railroad operating clearances or reasonable probability of accidental hazard to railroad traffic;
- whenever workers or equipment will be working within 25 feet of the centerline of live track; or
- when a part of equipment is standing or being operated within 25 feet, measured horizontally, from centerline of a track on which trains may operate, or when an object is off the ground and a dimension could extend inside the 25 foot limit, or when erection or construction activities are in progress within such limits, regardless of elevation above or below track.

If an existing bridge or other structure is to be removed, the services of at least one watchman or flagman will be required during the removal of that portion of the existing structure immediately over or adjacent to the track. Flagmen will also be furnished whenever, in the opinion of the Railroad, such protection is needed.

Work performed without proper flagging services, when required, will be subject to a \$5,000 per day price adjustment.

**090196.04 RAILROAD REIMBURSEMENT.**

The rates of pay for the Railroad employees will be the prevailing Railroad hourly wage for an eight hour day for the class of employee(s) involved during the regularly assigned hours, overtime in accordance with any Labor Agreements and Schedules and the Railroad's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between the Railroad and employees, and may be retroactive because of negotiations or a ruling of an authorized Governmental Agency. If the wage rates are changed, the Contractor shall pay on the basis of the new rates.

The Contractor shall reimburse the Railroad monthly for the costs of all services performed by the Railroad for the Contractor, and furnish the Engineer written evidence that the Railroad has acknowledged receipt before final payment will be made for the project.

**090196.05 DOCUMENTATION AND REIMBURSEMENT TO THE CONTRACTOR.**

The Contractor shall initially pay Railroad invoices for all flagging costs in conjunction with railroad flaggers when any of the conditions identified in Article SP-090196.03, warrant a flagger. The Contracting Authority will reimburse the Contractor for daily cost exceeding \$700 per day for the cost of flagger services provided by the Railroad. The Contracting Authority will reimburse the Contractor 100% of the total cost of flagger services, as deemed necessary by the Railroad, that does not meet any of the conditions identified in Article SP-090196.03, unless the flagger's presence on the project was a result of the Contractor's communication, or lack of communication, with the Railroad. Once Railroad flagger services are requested it is possible they will be required by the Railroad for the duration of the project and there are no assurances that Railroad flagger services will be available in a piecemeal fashion for only those instances when Article SP-090196.03 is applicable. The Contracting Authority will reimburse the Contractor following completion of all work necessitating flagging operations by the Railroad and receipt of documentation verifying the Railroad invoices have been paid.

For each day that railroad flaggers have been provided, the Contractor shall document daily the conditions on the project site that warrant the flagger. The Contractor shall submit the daily records to the Engineer weekly. The Engineer will review the daily logs and promptly notify the Contractor if any information in the daily log is believed to be incorrect.

The Contractor shall be responsible to the Railroad for all flagging costs. Flagging costs for subcontracted work shall be the responsibility of the Contractor. Reimbursement from subcontractors to the Contractor shall be the sole responsibility of the Contractor.

The Contractor shall forward, to the Engineer, copies of payments made to the Railroad for flagging costs.

The Contracting Authority may award multiple contracts for work in the same general area. The Contractor shall try to stage work to minimize the need for railroad flaggers. In the event of multiple projects in a particular location, the Contractor initially requiring flagging on a daily basis shall be responsible for all flagging costs for that day.

**090196.06 SAFETY OF OPERATIONS.**

During construction of footings or piers or other supports or structures adjacent to any track of the Railroad, the Contractor shall make adequate provision against sliding, shifting, sinking, or in any way disturbing the railroad embankment and track(s) adjacent to said piers, supports, or structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the Engineer and Railroad.

Before commencing work on any pier or structure adjacent to any track, the Contractor shall submit prints of the proposed sheeting, bracing details, or temporary structure for the protection of the Railroad's track(s) to the Engineer and Railroad for review. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, logs of soil borings, and other pertinent information.

The Contractor shall submit to the Engineer for approval details of track protection during bridge demolition.

After review by the Engineer, two sets of prints of the proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the state of Iowa together with the supporting documents, shall be forwarded to the Railroad for review and approval.

The Contractor shall notify the Railroad in writing no less than 7 calendar days in advance of the proposed time of the beginning of the construction of the piers, supports, or structures adjacent to the track(s).

**090196.07 TEMPORARY CLEARANCES.**

The following temporary clearances are the minimum which shall be maintained at all times during the construction operations:

- Vertical: 21.5 feet above top of highest rail
- Horizontal: 15.0 feet from centerline of nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, the Contractor shall secure written authorization from the Railroad for such lesser clearances in advance of the start of work of that portion of the project upon, over, under, or near the property or track(s) of the Railroad.

The Contractor shall not store any materials, supplies or equipment closer than 25.0 feet from the centerline of any railroad track, measured at right angles thereto.

**090196.08 FINAL CLEANUP.**

The Contractor shall, upon completion of the work, remove from within the limits of the property of the Railroad, machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said Contractor; remove the approaches to temporary grade crossing(s) constructed for the Contractor's use, restoring same as nearly as practicable to conform to the adjoining terrain; remove accumulated silt in Railroad's side ditches, restoring proper flow thereto, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to the Railroad's Vice President of Engineering.

**090196.09 RESPONSIBILITY OF SUPERVISION.**

Nothing in this specification shall be construed to place responsibility on the Railroad for the quality or conduct of the work performed by the Contractor hereunder. Approval given or supervision exercised by the Railroad hereunder, or failure of Railroad to object to work done, material used, or method of operation shall not be construed to relieve the Contractor of their obligations.

**090196.10 LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.**

In addition to the requirements of Article 1107.02 of the Standard Specifications, the Contractor shall carry insurance of the following kinds and amounts:

- A. Statutory Workers Compensation and Employer's Liability Insurance.
- B. Automobile Liability in an amount not less than \$2,000,000.00 combined single limit.
- C. Comprehensive General Liability Occurrence Form in an amount not less than \$1,000,000.00 per occurrence. In the event the policy is Claims Made Policy, coverage shall include an aggregate of \$2,000,000.00. The policy shall name the Railroad as additional insured. It also shall have no exclusions regarding doing business on, near, or adjacent to railroad facilities or loss or damage resulting from surface or subsurface pollution contamination, seepage, handling, treatment, disposal, or dumping of waste materials or substances. The Policy shall name Dakota, Minnesota, and Eastern Railroad as additional insured and shall not contain any exclusions related to:
  - 1. Doing business on, near, or adjacent to Railroad facilities.
  - 2. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

The above policies shall contain a waiver of the right of subrogation

- D. Railroad Protective Liability Insurance  
An Occurrence Form Railroad Protective Policy with limits of not less than \$2,000,000.00 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property,

with \$6,000,000.00 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: Dakota, Minnesota, and Eastern Railroad.

Before commencing work, the Contractor shall submit to the Railroad and Engineer a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days prior written notice to the Railroad and Contracting Authority of cancellation of or any material change in, the policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not relieve the Contractor from or serve to limit Contractor's liability or indemnity obligations under the provisions herein.

It is further understood and agreed that, so long as the Contract remains in force, the Contracting Authority may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The Contracting Authority will give the Contractor written notice of any such requested change at least 30 calendar days prior to the date of expiration of the then existing policy or policies, and the Contractor agrees to, and shall, thereupon provide the Contracting Authority with such revised policy or policies therefore. The cost of additional insurance beyond that required by this specification will be paid for according to Article 1109.03, B, of the Standard Specifications.

**090196.09 Railroad Contact and Insurance Policy Submittal Information.**

All Railroad flagging requests and submittal of insurance coverages shall be directed to the following:

Jeff Johnson  
Public Works Specialist  
Canadian Pacific Railway  
501 Marquette Avenue South, Suite 1510  
Minneapolis, MN 55402

Office telephone number: 612.904.5945  
Cellular telephone number: 612.723.6422

Email: JeffreyWJohnson@cpr.ca

**090196.11 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.**

Railroad Insurance Provisions required by this specification beyond those required by Division 11 of the Standard Specifications will be measured as a lump sum. The cost of 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.