



**SPECIAL PROVISIONS
FOR
MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY (IOWA INTERSTATE RAILROAD)**

**CASS COUNTY
STP-148-3(31)--2C-15**

**EFFECTIVE DATE
MARCH 20, 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.

090197.01 DESCRIPTION.

This specification describes the requirements when work is within the Right-of-way (ROW) or properties of the Iowa Interstate Railroad (Railroad) and adjacent to tracks, wire lines, and other facilities. This specification describes the coordination with Railroad when work by the Contractor will be performed upon, over, or under the Railroad ROW, or may impact current or future Railroad operations. The Contractor shall coordinate with the Railroad while performing work on Railroad ROW.

The Railroad representative will be the person or persons identified by the Railroad Manager of Industry and Public Projects to handle specific tasks related to the project. The contract documents will specify the contact information for this individual(s).

Prior to advertising the project for letting, the Contracting Authority will negotiate and obtain an agreement with the Railroad for the work on Railroad ROW. The Contractor is not required to enter into an agreement with the Railroad except for the sole purpose of a temporary crossing (Article SP-090197.20) that is not included in the contract documents.

The Contractor shall provide track protection for all equipment operating within 25 feet from nearest rail.

090197.02 REQUESTS FOR INFORMATION.

All requests for information involving work within any Railroad ROW shall be in accordance with the procedures listed in the contract documents. All requests shall be submitted to the Engineer. The Engineer will forward the request to the Railroad as necessary.

090197.03 CONSTRUCTION SCHEDULE NOTICE.

A construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Engineer for submittal to the Railroad prior to commencement of work. When construction activities are on or about railroad property this schedule shall also include the anticipated dates when the Railroad facilities may be impacted by construction activities.

090197.04 RAILROAD REPRESENTATIVES.

Railroad representatives will be provided at the expense of the Contractor to protect Railroad facilities, property, and movements of its trains or engines. In general, Railroad will furnish such personnel or other protective services as follows:

- When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
- For any excavation below elevation of track sub-grade if, in the opinion of Railroad, track or other Railroad facilities may be subject to settlement or movement.
- During any clearing, grubbing, excavation, or grading in proximity to Railroad facilities, which, in the opinion of Railroad, may endanger Railroad facilities or operations.
- During the Contractor's operations when, in the opinion of Railroad, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- The Contractor shall arrange with the Railroad to provide the adequate number of flag persons to accomplish the work.

090197.05 INSURANCE.

The Contractor shall not begin work upon or over Railroad's ROW until the Engineer and Railroad have been furnished the insurance policies, binders, certificates, and endorsements required by the contract documents and 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 UPRR's property and cleans the premises in a manner reasonably satisfactory to Railroad.

In addition to providing to Railroad the insurance binders, endorsements, and certificates described below, the Contractor shall also provide the subcontractor insurance endorsements that are described in Article SP-090197.06.

The Contractor shall provide insurance as required by Article 1107.02 of the Standard Specifications.

090197.06 ASSIGNMENT, SUBCONTRACTING, AND INSURANCE REQUIREMENTS.

The Contractor shall not assign or subcontract the provisions of this specification, or any interest therein, without the written consent of the Engineer. The Contractor shall be responsible for the acts and omissions of all subcontractors. Before the Contractor commences work, they shall, except to the extent prohibited by law; (1) require each subcontractor to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each subcontractor to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each subcontractor to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

090197.07 ADDITIONAL SAFETY REQUIREMENTS.

The Contractor shall require its employees to be suitably dressed to perform their duties safely. The Contractor shall require workers to wear personal protective equipment as specified by Railroad rules

and regulations. Protective equipment shall include, but not be limited to the following: protective headgear meeting ANSI 289.1; eye protection meeting ANSI 287.1, however additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; and hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Only waist length shirts with sleeves and trousers covering the entire leg shall be worn. Flare-legged trouser bottoms shall be tied to prevent catching.

All heavy equipment operating within Railroad ROW shall be equipped with audible back-up warning devices. If, in the opinion of the Railroad, the Contractor's equipment is unsafe for use on the Railroad's ROW, the Contractor shall remove such equipment from the Railroad ROW.

The Contractor shall promptly notify the Railroad of any U.S. OSHA reportable injuries occurring to any employee that arises during the work performed on the work site within Railroad ROW.

If at any time the Engineer or the Railroad are of the opinion that any work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Engineer may suspend the work until suitable, adequate, and proper protective measures are adopted and provided.

090197.08 SAFETY MEASURES-PROTECTION OF OPERATIONS.

The Contractor shall perform work in a safe manner and in conformity with the following standards:

A. Explosives.

The Contractor shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad, which shall not be given if, in the sole discretion of the Railroad, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions, or limitations on the transportation, handling, storage, security, and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate. In addition to any conditions, restrictions, or limitations as may be specifically imposed:

1. The Contractor shall provide no less than 48 hours written notice, excluding weekends and holidays, before discharging any explosives.
2. Any explosives loaded in holes, placed or otherwise readied for discharge, they shall be discharged the same day during daylight hours, and at mutually acceptable times.
3. The Contractor, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction, or interference arising out of or connected with any blasting or any transportation, handling, storage, security, or use of explosives.

B. Obstructions to View.

Except as otherwise provided herein, the Contractor shall not cause or permit the view along the tracks of the Railroad to be obstructed, nor place any combustible material on the crossing area, nor erect any structures thereon except as allowed by the contract documents.

C. Excavation.

The Contractor shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, impair, or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Contractor shall not perform any work that may disturb the stability of any area that may adversely affect the Railroad's tracks or facilities. The Contractor, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation or trenching performed by them in connection with construction, maintenance, or other work. The shoring and

cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

D. Drainage.

The Contractor, at its expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water to flow or collect upon property of the Railroad so as to adversely affect any of the Railroad's operations, equipment or any third parties with permitted facilities on the Railroad's ROW. The Contractor, at its own expense, shall provide adequate passageway for the waters of any streams, bodies of water, and drainage facilities (either natural or artificial, and including water from the Railroad's culverts and drainage facilities), so that said waters may not, because of any facilities or work of the Contractor, be impeded, obstructed, diverted, or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Contractor shall not obstruct or interfere with existing ditches or drainage facilities.

E. Clearances.

The Contractor shall provide a minimum vertical clearance of 21.5 feet above top of rails and a minimum lateral clearance of 12.0 feet from centerline of track nearest temporary construction falsework.

Proposed changes to the specified minimum clearances shall be submitted to Railroad, through the Engineer, at least 30 calendar days in advance of the work. No work shall commence until the Engineer receives concurrence, in writing, from Railroad that approval is given and that arrangements have been made for flagging service, as may be necessary. The Railroad will have two weeks to respond to the request.

F. Demolition of Existing Structures.

The Contractor shall submit demolition plans to the Engineer for review and approval. The Engineer will forward to the Railroad as identified in the project agreement. Demolition shall not be undertaken until the Contractor has received the Engineer's written approval of such demolition plans. All such reviews and approvals or rejections will be completed by the Engineer within 45 calendar days of receipt from the Contractor.

090197.09 WALKWAYS.

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an obstructed continuous space suitable for Railroad's use in walking along trains, extending to a line not less than 12 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's flagging service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavations when in close proximity of track, and railings shall not be closer than 8.5 feet horizontally from center line of tangent track or 9.5 feet horizontally from centerline of curved track.

090197.10 EXCAVATIONS IN CLOSE PROXIMITY TO Railroad FACILITIES.

The Contractor shall take special precaution in connection with excavating and shoring/ Excavations for construction of footings, piers, columns, walls, or other facilities that require shoring shall comply with the following requirements: OSHA, AREMA, and Union Pacific Railroad "Guidelines for Temporary Shoring".

The Contractor shall contact Railroad at least 48 hours prior to commencing work at 1.319.298.5400 during normal business hours (8:00 a.m. to 5:00 p.m. C.S.T., Monday through Friday, except holidays) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor shall coordinate with Railroad and the Telecommunication Company to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property.

090197.11 NO INTERFERENCE WITH RAILROAD'S OPERATION.

The Contractor shall not interfere with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of the Railroad its lessees, licensees, or others, unless specifically permitted by this specification, or specifically authorized in advance by the Railroad. When not in use, the Contractor's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest active track, and there shall be no crossings of Railroad's tracks except at existing open public crossings or as provided by agreement.

090197.12 TRAFFIC CONTROL.

The Contractor's operations that control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad.

090197.13 INDEMNITY.

As used in this Article, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Contractor's work and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorney's fees, which may result from the following:

- Injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Contractor's officer's, agents, and employees, as well as any other person); and
- Damage to or loss or destruction of property whatsoever (including Contractor property in its care or custody).

The Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the Railroad from any loss which is due to or arises from any cause and is associated in whole or in part with the work, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance; except when caused by the sole negligence of the Railroad, or except to the extent caused by the gross negligence or willful misconduct of the Railroad.

090197.14 MAINTENANCE OF Railroad FACILITIES.

The Contractor shall maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations, promptly repair eroded areas within Railroad's ROW, and repair any other damage to Railroad property, or its tenants; at no additional cost to the Railroad.

090197.15 COMMUNICATIONS AND SIGNAL LINES.

If required, Railroad will rearrange its communications and signal lines, grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by Railroad's forces in connection with its operation at the expense of the Contracting Authority. This work will be performed by the Railroad and is not part of the Contract.

090197.16 FIBER OPTIC CABLE SYSTEMS.

Fiber Optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The Contractor shall contact the Railroad (1.319.298.5400) to determine if fiber optic cable is buried anywhere on the Railroad's Crossing Area to be used by the Contractor. If it is, the Contractor shall telephone the telecommunications company involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's Crossing Area.

In addition to the liability terms elsewhere in this specification, the Contractor shall indemnify and hold harmless the Railroad against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs, and expenses) arising out of or in any way contributed to by any acts or omission of the Contractor, agents, employees, that cause or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, its contractor, agents, or employees, on Railroad's property in the crossing area. The Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits, revenue, loss of service, or

other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

090197.17 COOPERATION.

The Railroad will cooperate with the Contractor so that work may be conducted in an efficient manner, and will cooperate with the Contractor in enabling use Railroad's ROW in performing the work.

090197.18 WAIVER OF BREACH.

The waiver by the Railroad of the breach of condition, covenant, or specification herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the Railroad to avail itself of any subsequent breach thereof.

090197.19 Railroad FLAGGING.

A. Flagging and Notification.

The Contractor shall notify the Railroad and Engineer at least 15 working days in advance of the commencement of work and at least ten working days in advance of proposed performance of any 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. This notice shall include the following:

- Project Number,
- Contractor's name,
- Date flagging is needed,
- Location of flagging services to be provided, and
- Duration of flagging.

No work shall be performed, and no person, equipment, machinery, tools, materials, vehicles, or things shall be located, operated, placed, or stored within 25 feet of any of Railroad's track at any time, for any reason, unless and until a flagger is provided to watch for trains.

Upon receipt of such ten day notice, the Railroad will determine and inform the Contractor whether a flagger need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the Railroad, such services will be provided at Contractor's expense with the understanding that if the Railroad provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. The Contractor shall pay the Railroad all charges connected with such services within 30 calendar days after presentation of a bill.

Work performed without proper flagging services, when required, will be subject to a \$5,000.00 per day price adjustment.

The Contractor shall provide the Railroad a minimum of two working days notice prior to the completion of work for which the flagging services were requested.

B. Flagger Rate of Pay.

The rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight hour day for the class of worker used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and UC, supplemental pension, Employee, Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect on the day of execution of the agreement between the Railroad and the Contracting Authority. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between the Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency.

Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges.

C. Reimbursement to the Railroad.

Reimbursement to the Railroad, by the Contractor, shall cover the full eight hour day during which any flagger is furnished, unless they can be assigned to other Railroad work during a portion of such day. Reimbursement will not be required for the portion of the day during which the flagger is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by said flagger flowing assignment to work on the project for which the Railroad is required to pay the flagger and which could not reasonably be avoided by the Railroad by assignment of such flagger to other work, even though the Contractor may not be working during such time.

In the event the Contractor fails to reimburse the Railroad, the Contracting Authority will reimburse the Railroad within 30 calendar days of the Contractor defaulting on the payment (default is defined as non-payment within 30 calendar days of final billing by the Railroad to the Contractor). Failure of the Contractor to reimburse the Railroad may result in a reduction or suspension of the Contractors bidding qualifications according to Article 1102.03 of the Standard Specifications.

D. 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-090197.04, warrant a flagger. The Contracting Authority will reimburse the Contractor for any daily cost that exceeds \$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-090197.04, unless the flagger's presence on the project was a result of the Contractor's communication, or lack of communication, with the Railroad. 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 each week. 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 forward copies of the invoices received from the Railroad for flaggers and a summary of the flagging costs incurred that exceed the Contractor's requirements described in Article SP-090197.04, to the Engineer with a request for payment for the additional railroad flagger costs. The Engineer will review the Contractor's daily logs against the Railroad invoice and make payment for the eligible costs in accordance with Article 1109.03, of the Standard Specifications.

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.

090197.20 TEMPORARY CROSSINGS.

At other than established public road crossings, the Contractor shall not move any equipment or materials across the Railroad's tracks until written permission has been obtained from the Railroad.

If the Contractor requires a temporary railroad crossing the Contractor shall arrange for the crossing installation at a mutually acceptable location at the Contractor's expense to include all Railroad costs of installation, maintenance, removal, and track restoration. The temporary crossing shall be gated and locked at all times when not required for use by the Contractor. Flagging will always be required during use of a temporary crossing. The billing, Contractor payment provisions, and final Contractor payment requirements for crossing costs except flagging are to be covered as agreed to in a separate agreement between the Contractor and Railroad. Prior notice of need for a temporary crossing, needs to allow for Railroad site review, cost estimating, securing material, and work crew scheduling and will vary. The Contractor should contact the Railroad prior to making a bid when a temporary crossing is required.

090197.21 LIMITATION OF RIGHTS GRANTED.

The Contractor, any Temporary Easement, and Permanent Easement are all subject to the prior and continuing right and obligation of the Railroad to use and maintain its property, not inconsistent with highway purposes, including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify, or relocate Railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad, not inconsistent with highway purposes and at Railroad's sole cost and expense.

The Contract, Temporary Construction Easement, and Permanent Easement, whether recorded or unrecorded, are subject to all outstanding rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and are made without covenant of title or for quiet enjoyment.

090197.22 MECHANIC'S LIENS.

The Contractor shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be forced against any property of the Railroad for any work performed. The Contractor shall indemnify and hold harmless the Railroad from and against any liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. It is understood that this specification may be recorded in the county in which the work is to be performed and such recording shall serve as public notice that no Contractor, subcontractor, or material supplier shall file any notice of a mechanic's or material supplier's lien or permit or suffer any mechanic's lien or material supplier's lien on the property of the Railroad to the extent permitted by law.

090197.23 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.