

SPECIAL PROVISIONS FOR WORK ON RAILROAD RIGHT-OF-WAY (lowa Interstate Railroad)

Polk County IM-035-2(407)67--13-77

Effective Date July 17, 2012

THE STANDARD SPECIFICATIONS, SERIES OF 2009, ARE AMENDED BY THE FOLLOWING ADDITIONS AND MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

090218.01 NOTIFICATION.

The Contractor shall, before entering upon Iowa Interstate Railroad (Railroad) property for the performance of work notify the Railroad's Vice President of Engineering (telephone 319.298.5428) for the occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation, and general safety regulations. (In this specification, references to the Railroad's Vice President of Engineering is intended to mean the following: Railroad's Vice President of Engineering or authorized representative)

Contractor shall conduct work in a manner satisfactory to the Railroad's Vice President of Engineering and shall not damage Railroad property or interfere with their operations.

The Railroad's Vice President of Engineering will have jurisdiction over the safety of Railroad operations, and the decision of the Railroad's Vice President of Engineering as to procedures which may affect the safety of Railroad operations shall be final, and the Contractor shall be governed by such decision.

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

090218.02 TEMPORARY GRADE CROSSINGS.

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

Contractor shall not cross Railroad's property or track(s) with vehicles or equipment except at temporary grade crossing as outlined herein, or at an open existing public grade crossing.

090218.03 RAILROAD FLAGGING AND WATCHMAN SERVICES.

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

The services of at least one and possibly two watchmen or flagmen will be required during: excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of concrete footings for piers adjacent to track(s); construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across track; setting or placing of beams or girders in span(s) over track(s); construction operations involving direct interference with Railroad's track(s) or traffic, fouling of Railroad operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever workers or equipment will be working within 25 feet of the centerline of live track. If an existing bridge or other structure is to be removed, the services of at least one and possibly two watchmen or flagmen will be required during removal of that portion of the existing structure immediately over or adjacent to track. Flagmen will also be furnished whenever, in the opinion of the Railroad, such protection is needed.

In order that the Railroad may be prepared to furnish protective services, the Contractor shall notify the Railroad at least 72 hours in advance of when the protective services will be needed.

090218.04 RAILROAD REIMBURSEMENT.

Rates of pay for Railroad employees will be the prevailing Railroad hourly wage for an 8 hour day for the class of employee(s) involved during regularly assigned hours, overtime in accordance with 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 as a result of negotiations or a ruling of an authorized Governmental Agency. If wage rates are changed Contractor shall pay on the basis of the new rates.

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

090218.05 SAFETY OF OPERATIONS.

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

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

The Track Shield Detail (attached) shall control requirements for track protection during bridge demolition.

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

Contractor shall notify Railroad's Vice President of Engineering in writing no less than seven calendar days in advance of proposed time of beginning of construction of piers, supports, or structures adjacent to track(s).

090218.06 TEMPORARY CLEARANCES.

The following temporary minimum clearances shall be maintained at all times during construction:

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 are required for work, Contractor shall secure written authorization from Railroad's Vice President of Engineering for lesser clearances in advance of the start of that portion of work along, on, over, or across property or track(s) of Railroad.

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

090218.07 FINAL CLEANUP.

Contractor shall, upon completion of work, remove from within the limits of the property of Railroad, machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said Contractor; remove approaches to temporary grade crossing(s) constructed for Contractor's use, restoring same as nearly as practicable to conform to 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.

090218.08 RESPONSIBILITY OF SUPERVISION.

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

090218.09 LIABILTY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.

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

A. Insurance Required of Contractor.

- 1. Statutory Workers Compensation and Employer's Liability Insurance.
- 2. Automobile Liability in an amount not less than \$2,000,000 combined single limit.
- 3. Comprehensive General Liability Occurrence Form in an amount not less than \$2,000,000 per occurrence. In the event the policy is Claims Made Policy, coverage shall include an aggregate of \$4,000,000. Policy shall name Railroad as additional insured. Policy 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. Policy shall name lowa Interstate Railroad as additional insured and shall not contain exclusions related to:

- a. Doing business on, near, or adjacent to Railroad facilities.
- b. 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

4. An Occurrence Form Railroad Protective Policy with limits of not less than \$2,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$6,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. Policy shall name: Iowa Interstate Railroad.

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

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not relieve 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, Contracting Authority may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Contracting Authority will give Contractor written notice of such requested change at least 30 calendar days prior to date of expiration of existing policy or policies, and Contractor agrees to, and shall, thereupon provide Contracting Authority with such revised policy or policies. Cost of additional insurance beyond that required by this specification will be paid for according to Article 1109.03, B, of the Standard Specifications.

B. Insurance required of Subcontractor

If a Subcontractor is used by Contractor for performance of work, before commencing work, Subcontractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the Contracting Authority.

- 1. Statutory Workers' Compensation and Employer's Liability insurance.
- 2. Automobile Liability in an amount not less than \$2,000,000 combined single limit.

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

3. An Occurrence Form Railroad Protective Policy with limits of not less than \$2,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$6,000,000 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: Iowa Interstate Railroad.

Before commencing work, Subcontractor shall deliver to Contracting Authority a certificate of insurance and original copy of the policy evidencing the foregoing coverage and upon request Subcontractor shall deliver a certified, true, and complete copy of the policy or policies. Policies shall provide for no less than 30 calendar days prior written notice to Railroad and Contracting Authority of cancellation of or material change in, the policies.

090218.10 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. 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.

