



**SPECIAL PROVISIONS  
FOR  
WORK ON RAILROAD RIGHT-OF-WAY  
(Cedar Rapids and Iowa City Railroad)  
(Iowa Interstate Railroad)**

**Johnson County  
STP-006-6(74)--2C-52**

**Effective Date  
September 18, 2012**

**THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SERIES OF 2009, ARE AMENDED BY THE FOLLOWING MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.**

For this specification, the term Railroad refers to either the owner, Cedar Rapids and Iowa City Railway (CRANDIC), or the operator of the rail line Iowa Interstate Railroad (IAIS); unless the particular railroad is mentioned by name. When referring to specific approvals for each railroad refer to CRANDIC's Manager of Track and Structures, and IAIS' Vice President of Engineering or their designated representatives.

**090223.01 GENERAL.**

The Contractor shall before entering upon CRANDIC property for performance of construction work, or preparatory work, secure permission from both Railroads for the occupancy and use of the Railroad's property and shall confer with both Railroads relative to requirements for clearances, operation, and general safety regulations. Contact information for both Railroads will be included on the Railroad Data Sheet attached to the proposal form.

The Contractor shall conduct work in a manner satisfactory to the Railroads' or their authorized representative, and exercise care to not damage the property of the Railroad or interfere with operations of the Railroad.

The Railroad, or their authorized representative, will have jurisdiction over the safety of Railroad operations, and the decision of the Railroad or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and the Contractor shall be governed by such decision.

Work shall be conducted to assure the safety of the Railroad. The Railroad's authorized representative shall have the right, but not the duty, to require certain procedures be used or to supervise the work on the Railroad's property. Should damage occur to Railroad property as a result of the Contractor's operations, and the Railroad deems it necessary to repair such damage or to perform 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 costs so incurred.

**090223.02 TEMPORARY GRADE CROSSINGS.**

If the Contractor requires 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 reimbursed to the Railroad on the basis of the Railroad's bills, rendered monthly.

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

**090223.03 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. 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 the track; setting or placing of beams or girders in span(s) over any 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 any 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 the removal of that portion of the existing structure immediately over or adjacent to any 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.

**090223.04 RAILROAD REIMBURSEMENT.**

The rates of pay for 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 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 the wage rates are changed, the Contractor shall pay on the basis of the new rates.

The Contractor shall reimburse, monthly, the Railroad for the costs of 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.

**090223.05 GENERAL SAFETY REQUIREMENTS.**

Contractor shall comply with hazard communication requirements of the OSHA, as codified at 29 C.F.R. 1910.1200. Contractor shall provide MSDS sheets for hazardous chemicals brought onto CRANDIC property. Contractor shall provide necessary information in training its employees on hazardous chemicals to which they may be exposed. Suggestions for appropriate protective measures in handling those hazardous chemicals shall also be exchanged between the Railroads and Contractor, at Contractor's request. Contractor shall ensure its employees use protection such as hard hats, safety glasses, etc. at all times while on CRANDIC's property.

If, in the opinion of the Railroad or their authorized representative, work is being conducted in a manner considered unsafe for Railroad operations, Contractor shall stop operations immediately and make such provisions as may be deemed necessary to correct such undesirable condition(s) and, if, in the opinion of the Railroad or their authorized representative, such provisions as made by Contractor are not adequate to protect train operations or the property of the Railroad, the Railroad will, with its own forces, proceed with the necessary work to correct conditions considered undesirable or unsafe for Railroad operation's, at the expense of the Contractor.

Any excavation shall be carried on in a manner that settlement and/or caving of the ground surface shall be avoided.

**090223.06 CLEARANCE REQUIREMENTS.**

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

Vertical: 21.5 feet above top of highest rail, and

Horizontal: 15.0 feet from centerline of nearest track, measured at right angles thereto

If lesser clearances are required for the work, Contractor shall secure written authorization from both Railroads for such lesser clearances in advance of the start of work of that portion of the project along, on, over, or across the property or track(s) of the Railroad.

The Contractor shall not store materials, supplies, or equipment closer than 15.0 feet from the centerline of railroad track, measured at right angles thereto.

**090223.07 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 the Contractor; 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 Manager of Track and Structures or their authorized representative.

**090223.08 INDEMNIFICATION.**

Nothing in these specifications shall be construed to place responsibility on the Railroad for quality or conduct of the work performed by Contractor. Approval given or supervision exercised by Railroad 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 these specifications are appended to.

Contractor agrees to indemnify CRANDIC and IAIS and save both harmless from claims and expenses, including reasonable attorney's fees, that may arise or may be made for death or injury to employees of CRANDIC or IAIS, or loss or damage to the CRANDIC or IAIS property, or to other persons or their property, by reason or in consequence of the occupancy or use of the premises by Contractor.

**090223.09 INSURANCE.**

In addition to the requirements of the Standard Specifications, the 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 \$6,000,000. 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 CRANDIC and IAIS as additional insured and shall not contain any 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. The policy shall name: Iowa Interstate Railroad.

Before commencing work, Contractor shall submit to the both Railroads and the Contracting Authority 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 Railroads 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 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 Contractor written notice of 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.

- B. Before commencing work, any Subcontractor shall deliver to the Contracting Authority a certificate of insurance and original copy of the policy evidencing the foregoing coverage and upon request the Subcontractor shall deliver 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.

**090223.10 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.**

Measurement will not be made. Payment to the Contractor for insurance required shall be considered as incidental to other items in the Contract.