



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

**Pottawattamie County  
ESL-000R (1)--7S-78**

**Effective Date  
November 17, 2009**

**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.**

**090018.01 PERMITS.**

The Contractor shall, before entering upon Iowa Inter-state Railroad (Railroad) property for the performance of work secure permission from the Railroad's Vice President of Engineering 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. (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)

The 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 at all times 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 any 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 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.

**090018.02 TEMPORARY GRADE CROSSINGS.**

If the Contractor requires the construction of a temporary grade crossing across the Railroad's track(s) for Contractor's sole 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.

### **090018.03 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.

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

- open trench excavation beneath trackage (temporarily removed), placing drainage structure and backfill materials;
- boring beneath trackage for installation of drainage structures or utilities;
- demolition/removal of abandoned railroad communication poles;
- installation of additional yard lighting poles and corresponding electrical service;
- installation of culvert in existing ditch for contractor's access road at north end of the facility;
- construction or equipment across the track;
- construction and removal of any falsework, bracing or forms over or adjacent to the tracks;
- 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 thereof 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;

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.

### **090018.04 RAILROAD REIMBURSEMENT.**

Railroad flagging and watchmen services to be furnished by IAIS at no cost to the contractor.

### **090018.05 SAFETY OF OPERATIONS.**

During installation of drainage structures beneath or 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 structures due to said construction operations, by driving temporary sheeting or other means that must be satisfactory to both the Engineer and Railroad.

Before commencing work on any structure beneath or 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 Track Shield Detail (attached) shall control the requirements for track protection during bridge demolition.

After review by the Engineer, 2 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's Vice President of Engineering for review and approval.

The Contractor shall notify the Railroad's Vice President of Engineering in writing no less than 7 calendar days in advance of the proposed time of the beginning of the construction/installation of structures beneath or adjacent to the track(s).

**090018.06 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's Vice President of Engineering 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 any materials, supplies or equipment closer than 25.0 feet from the centerline of any railroad track, measured at right angles thereto.

**090018.07 FINAL CLEANUP.**

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

**090018.08 RESPONSIBILITY OF SUPERVISION.**

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

**090018.09 LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.**

In addition to the requirements of Article 1107.02, A, 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 Iowa Interstate Railroad 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, the Contractor shall submit to the Railroad and 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 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.

#### **B. Insurance required of Subcontractor**

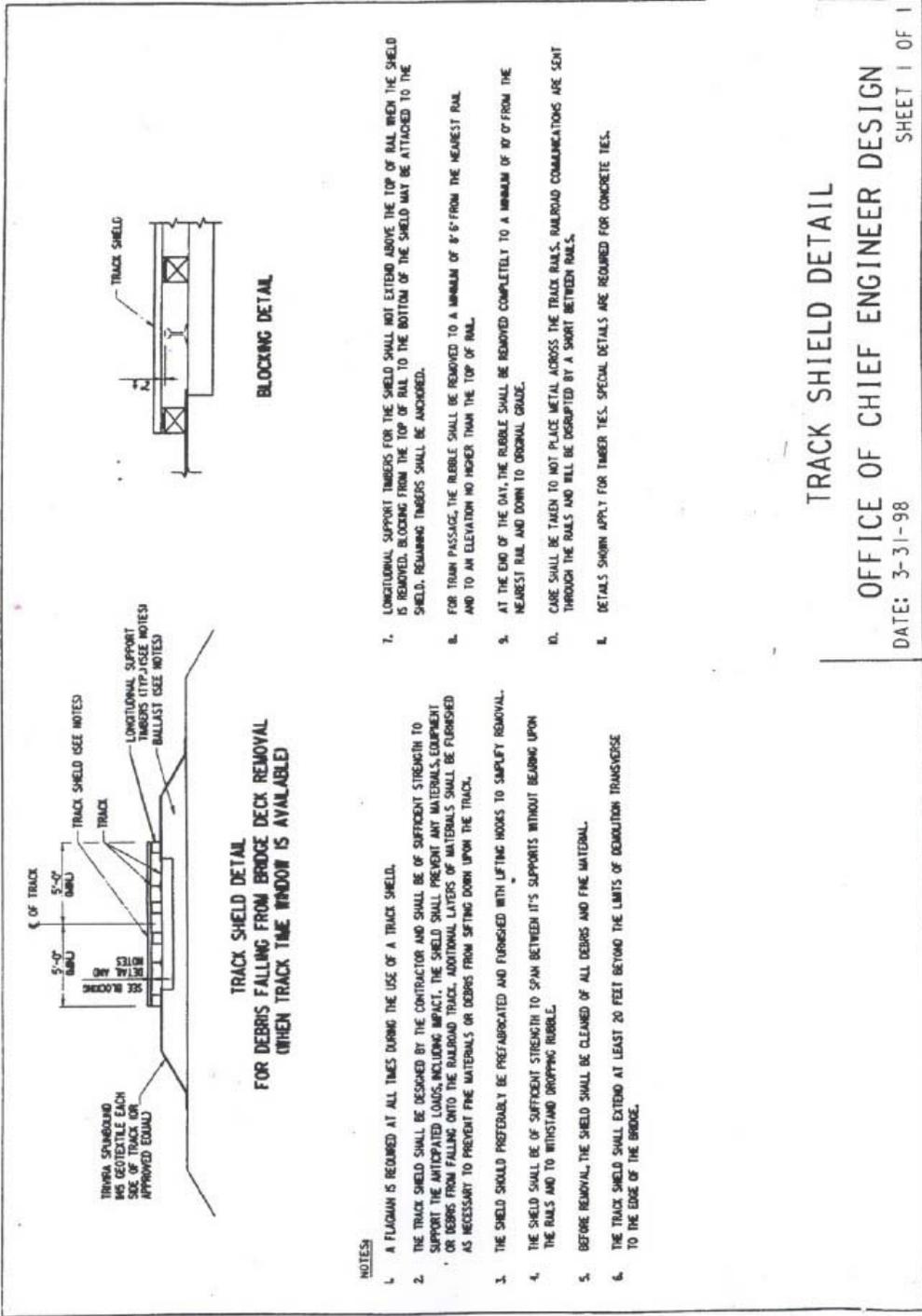
If a Subcontractor is used by the Contractor for the performance of the work, before commencing work, the Subcontractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the Contracting Authority.

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, the 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.



**NOTES:**

1. A FLAGMAN IS REQUIRED AT ALL TIMES DURING THE USE OF A TRACK SHIELD.
2. THE TRACK SHIELD SHALL BE DESIGNED BY THE CONTRACTOR AND SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE ANTICIPATED LOADS, INCLUDING IMPACT. THE SHIELD SHALL PREVENT ANY MATERIALS, EQUIPMENT OR DEBRIS FROM FALLING ONTO THE RAILROAD TRACK. ADDITIONAL LAYERS OF MATERIALS SHALL BE FURNISHED AS NECESSARY TO PREVENT FINE MATERIALS OR DEBRIS FROM SETTING DOWN UPON THE TRACK.
3. THE SHIELD SHOULD PREFERABLY BE PREFABRICATED AND FURNISHED WITH LIFTING HOOPS TO FACILITATE REMOVAL.
4. THE SHIELD SHALL BE OF SUFFICIENT STRENGTH TO SPAN BETWEEN ITS SUPPORTS WITHOUT BEARING UPON THE RAILS AND TO WITHSTAND DRIPPING RUBBLE.
5. BEFORE REMOVAL, THE SHIELD SHALL BE CLEARED OF ALL DEBRIS AND FINE MATERIAL.
6. THE TRACK SHIELD SHALL EXTEND AT LEAST 20 FEET BEYOND THE LIMITS OF DEMOLITION TRANSVERSE TO THE EDGE OF THE BRIDGE.

7. LONGITUDINAL SUPPORT TIMBERS FOR THE SHIELD SHALL NOT EXTEND ABOVE THE TOP OF RAIL WHEN THE SHIELD IS REMOVED. BLOCKING FROM THE TOP OF RAIL TO THE BOTTOM OF THE SHIELD MAY BE ATTACHED TO THE SHIELD. REMAINING TIMBERS SHALL BE ANCHORED.
8. FOR TRAIN PASSAGE, THE RUBBLE SHALL BE REMOVED TO A MINIMUM OF 8" FROM THE NEAREST RAIL AND TO AN ELEVATION NO HIGHER THAN THE TOP OF RAIL.
9. AT THE END OF THE DAY, THE RUBBLE SHALL BE REMOVED COMPLETELY TO A MINIMUM OF 10' FROM THE NEAREST RAIL AND DOWN TO ORIGINAL GRADE.
10. CARE SHALL BE TAKEN TO NOT PLACE METAL ACROSS THE TRACK RAILS. RAILROAD COMMUNICATIONS ARE SENT THROUGH THE RAILS AND WILL BE DISRUPTED BY A SHORT BETWEEN RAILS.
11. DETAILS SHOWN APPLY FOR TIMBER TEES. SPECIAL DETAILS ARE REQUIRED FOR CONCRETE TEES.

**TRACK SHIELD DETAIL**

**OFFICE OF CHIEF ENGINEER DESIGN**

DATE: 3-31-98

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