



**SPECIAL PROVISIONS
FOR
WORK ON CHICAGO CENTRAL AND PACIFIC RAILROAD ROW**

Hamilton County

Project No.
BRS-CO40(75)--60-40

Effective Date
April 20, 2010

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.

091007.01 CONTRACTOR'S REQUIREMENT – NOTIFICATION.

The Contractor shall contact the Chicago Central & Pacific (CCP) Railroad's (Railroad) authorized representative: Harlan Arians, Field Engineer, Chicago Central & Pacific Railroad Company, 1006 East Fourth Street, Waterloo, IA 50703; telephone number 319-236-9205, in writing, at least seven calendar days prior to commencing work.

Work affecting the Railroad's operation shall be subject to the approval of the Railroad's Engineering Superintendent, or authorized representative.

During construction, use, and maintenance of property upon which the improvement is located, the Engineer will coordinate the Contractor's work with the Railroad to lessen the disruption of train operation. The Contractor shall not interrupt the Railroad's operations or endanger the engines, rail cars, or equipment of the Railroad.

091007.02 PERMITS.

The Contractor shall before entering upon the property of the Railroad for the performance of any construction work, or work preparatory thereto, secure permission from the Engineering Superintendent of 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, at all times, conduct his work in a manner satisfactory to the Engineering Superintendent of the Railroad, or his authorized representative, and shall exercise care so as to not damage the property of the Railroad or to interfere with the operations of the Railroad.

The Engineering Superintendent of the Railroad, or his authorized representative, will at all times have jurisdiction over the safety of railroad operations, and the decision of the Engineering Superintendent or his authorized representative as to procedures which may affect the safety of railroad operations shall be final, and the Contractor must 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.

CN Safety and Security Awareness Training must be successfully completed through eRailSafe.com for all employees of contractors not hired by CN that will perform any work on CN property. This training shall not include any background check typically required by eRailSafe.com. In the event the contractor selected has not already completed this required training, the contractor shall contact CN Special Agent James Conroy at (708) 332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to accessing the noted website. Proof of the completion of this required training shall be available to review when work is performed upon CN property.

091007.03 TEMPORARY GRADE CROSSINGS.

If the Contractor requires the construction of a temporary grade crossing across the track(s) of the Railroad for use during the construction of the improvement, 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 at no time 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.

091007.04 RAILROAD FLAGGING AND WATCHMAN SERVICES.

Any 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 thereof shall be reimbursed to the Railroad on the basis of the 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: 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 any 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 any track(s); any 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; or whenever men or equipment will be working within twenty-five (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's Engineering Superintendent, such protection is needed.

In order that the Railroad may be prepared to furnish protective services, the Contractor shall notify the Railroad five business days in advance of when the protective services will be needed.

091007.05 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 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 will be required to reimburse, monthly, the Railroad for the costs of all services performed by the Railroad for the Contractor, and furnish the County satisfactory evidence that the Railroad has acknowledged receipt of same before final settlement.

091007.06 SAFETY OF OPERATIONS.

During the construction of the 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 Owner's and Railroad's Engineers.

Before commencing work on any pier or structure adjacent to any track, the Contractor shall submit prints of the proposed sheeting and bracing details for the protection of the Railroad's track(s) to the Owner's Engineer for his approval. 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.

After approval 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 where the bridge is to be located, together with the supporting documents, shall be forwarded to the Railroad's Engineer for review and approval.

The Contractor shall notify the Railroad's Engineer in writing not less than seven days in advance of the proposed time of the beginning of the construction of the piers, supports or structures adjacent to the track(s).

091007.07 TEMPORARY CLEARANCES.

The following temporary clearances are the minimum which must 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 Engineering Superintendent of the Railroad 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.

091007.08 FINAL CLEANUP.

The Contractor will be required, upon completion of the work, to: 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 Engineering Superintendent of the Railroad or his authorized representative.

091007.09 RESPONSIBILITY OF SUPERVISION.

This specification shall not be construed to place responsibility on the Railroad for quality or conduct of work performed by the Contractor. Approval given or supervision exercised by the Railroad, or failure of Railroad to object to work done, material used, or method of operation shall not relieve the Contractor of their contractual obligations.

091007.10 INSURANCE AND PROTECTION.

In addition to Article 1107.02 of the Standard Specifications, the Contractor and subcontractors shall provide the following:

Railroad Protective Insurance as stated in the Code of Federal Regulations, Title 23, part 646, and any revisions thereto issued by the Federal Highway Administration for damages because of bodily injury to or death of persons and injury to or destruction of property resulting from the operations of the contractor, subcontractors, or their employees on the project, such insurance (written in the limits as shown below) to be approved by and acceptable to the Railroad, with a copy of each policy to be furnished to the Railroad and the Engineer. Approval and acceptance of this coverage will not be unreasonably withheld by the Railroad. The form of insurance shall be in accordance with the Railroad Protective Liability form shown in the Federal Aid Highway Program Manual, and shall be executed by an insurance company qualified to do business in Iowa. Limits are as follows:

Coverage A (Bodily Injury Liability); Coverage B (Property Damage Liability); and Coverage C (Physical Damage to Property) combined single limit of \$5,000,000 per occurrence with \$10,000,000 aggregate for the term of the policy.

The policy shall name the Chicago Central and Pacific and Its Parents (Attn: Jackie Macewicz), 1625 Depot Street, Stevens Point, WI 54481, telephone number 715-345-2501; as additional insured and shall not contain exclusions related to the following:

- 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.

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

091007.11 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Insurance provisions above those required by the standard specifications will be paid for as a Lump Sum bid item Railroad Insurance Provisions.