



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

**Muscatine County
STP-070-1(36)--2C-70**

**Effective Date
June 19, 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.

This specification covers the requirements when equipment, personnel, or work will be performed or operating within 25 feet of the centerline of any Railroad track.

090216.01 PERMITS.

The Contractor shall, before entering upon Iowa Interstate 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.

090216.02 TEMPORARY GRADE CROSSINGS.

If the Contractor requires the 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, 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.

090216.03 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, 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 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.

090216.04 RAILROAD REIMBURSEMENT.

The rates of pay for the Railroad employees will be the prevailing Railroad hourly wage for an 8 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 shall reimburse, monthly, the Railroad for the costs of all services performed by the 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.

090216.05 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.

090216.06 FINAL CLEANUP.

The 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 the 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, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave Railroad property in a neat condition satisfactory to the Railroad's Vice President of Engineering.

090216.08 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. 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 be construed to relieve Contractor of their obligations pursuant to or under the agreement this specification is appended to.

090216.09 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.** 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.

090216.10 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.