



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

Johnson County  
STP-U-7662(608)--70-52

Effective Date  
June 17, 2014

THE STANDARD SPECIFICATIONS, SERIES OF 2012, ARE AMENDED BY THE FOLLOWING ADDITIONS AND MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

**126031.01 PERMITS.**

The Contractor shall before entering upon Iowa Interstate Railroad (Railroad) property for the performance of work, secure permission from the railroad's Chief Engineer 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 Chief Engineer is intended to mean the following: Railroad's Chief Engineer or authorized representative)

The Contractor shall conduct work in the manner satisfactory to the Railroad's Chief Engineer and shall not damage Railroad property or interfere with their operations.

The Railroad's Chief Engineer will at all times have jurisdiction over the safety of Railroad operations, and the decision of the Railroad's Chief Engineer 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 the Railroad property as a result of the Contractor's operations, and the Railroad deems it necessary to repair such damage 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.

**126031.02 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 underneath 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;
- 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 tracks 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 48 hours in advance of when the protective services will be needed. The CITY'S Contractor shall arrange for flagging by contacting Julie Seiler-Werbach with Iowa Interstate at 319-298-5427.

#### **126031.03 RAILROAD REIMBURSEMENT.**

During installation of drainage structures beneath or adjacent to any track 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 Railroads 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.

After review by the Engineer, 2 sets of prints of the proposed sheeting and bracing details bearing the seal of a Licensed Structural Engineer or Professional Engineer, licensed in the state of Iowa together with the supporting documents, shall be forwarded to the Railroads Chief Engineer for review and approval.

The Contractor shall notify the Railroads Chief Engineer 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).

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

#### **126031.04 TEMPORARY CLEARANCES.**

The following temporary clearances are the minimum which shall be maintained at all times during the Construction operations:

Horizontal: 15.0 feet from the 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 Railroads Chief Engineer 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.

#### **126031.05 FINAL CLEANUP.**

The Contractor shall, upon completion of the work, remove from 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 conform to the adjoining terrain; remove any accumulated silt in Railroads 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 Railroads Chief Engineer.

#### **126031.06 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 of Specifications, the Contractor shall carry insurance of the following kinds and amounts:

##### A. Insurance Required of Contractor.

1. Statutory Workers Compensation and Employers 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 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.

#### **126031.07 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. The 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.