



**SPECIAL PROVISIONS
FOR
MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY (CEDAR RAPIDS AND IOWA CITY
RAILWAY)**

**Linn County
BRF-030-7(206)--38-57**

**Effective Date
November 15, 2022**

THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

150891.01 DESCRIPTION.

This specification describes the requirements when work is within the right-of-way (ROW) or properties of the Cedar Rapids and Iowa City Railway Company (CRANDIC) and adjacent to tracks, wire lines, and other facilities. This specification describes the coordination with CRANDIC when work by the Contractor will be performed upon, over, or under the CRANDIC ROW, or may impact current or future CRANDIC operations. The Contractor shall coordinate with the CRANDIC while performing work on CRANDIC ROW.

The CRANDIC representative will be the person or persons identified by the CRANDIC General Manager, Lane Spence, 1445 Rockford Rd S.W., Cedar Rapids, Iowa 52404 (telephone number: 319.786.3674 and email address: lanespence@travero.com) to handle specific tasks related to the project.

Prior to advertising the project for letting, the Contracting Authority will negotiate and obtain an agreement with the CRANDIC for the work on CRANDIC ROW. The Contractor is required to coordinate with CRANDIC to attain and execute an Access Agreement similar to the document attached to this Special Provision.

The Contractor shall provide track protection for all equipment operating within 50 feet from nearest rail.

150891.02 REQUESTS FOR INFORMATION.

All requests for information involving work within any CRANDIC ROW shall be in accordance with the procedures listed in the contract documents. All requests shall be submitted to the Engineer. The Engineer will forward the request to the CRANDIC as necessary.

150891.03 CONSTRUCTION SCHEDULE NOTICE.

A construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Engineer for submittal to the CRANDIC prior to commencement of work. When construction activities are on or about railroad property this schedule shall also include the anticipated dates when the CRANDIC facilities may be impacted by construction activities.

150891.04 CRANDIC REPRESENTATIVES.

CRANDIC representatives will be provided at the expense of the Contractor to protect CRANDIC facilities, property, and movements of its trains or engines. In general, CRANDIC will furnish such personnel or other protective services as follows:

- When any part of any equipment is standing or being operated within 50 feet, measured horizontally, from centerline of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 50 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
- For any excavation below elevation of track subgrade if, in the opinion of CRANDIC, track or other CRANDIC facilities may be subject to settlement or movement.
- During any clearing, grubbing, excavation, or grading in proximity to CRANDIC facilities, which, in the opinion of CRANDIC, may endanger CRANDIC facilities or operations.
- During the Contractor's operations when, in the opinion of CRANDIC, CRANDIC facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- The Contractor shall arrange with the CRANDIC to provide the adequate personnel or other protective services.

150891.05 INSURANCE.

Before the contract is awarded, Contractor shall submit to the Department a certificate of insurance evidencing the coverage. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (including project number). Following award of the Contract, the Contractor shall submit a certificate of insurance evidencing the foregoing coverage to CRANDIC and Contracting Authority (if other than the Department), and a certified, true, and complete copy of policy or policies to the Contracting Authority and CRANDIC. Upon request from either the Contracting Authority or Railroad, a certified duplicate original of any required certificate or policy shall be furnished at no cost to the Contracting Authority or CRANDIC.

To the fullest extent permitted by law, the Contractor(s) shall indemnify and hold harmless CRANDIC and CRANDIC's affiliates, and their employees, officers, agents and authorized representatives from and against any and all liability, claims, damages, losses and expenses, including but not limited to punitive damages and attorneys' fees, arising from the injury to or death of any person or persons, or loss of or damage to any property whatsoever, while on or about CRANDIC's premises or arising out of or resulting from performance of the work or services provided by Contractor or a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The Contractor shall indemnify and hold harmless CRANDIC against any assertion of claims for mechanics' liens by subcontractors or material contractors, and against any assertion of security interests for goods or materials which are placed or installed upon CRANDIC's premises.

The Contractor(s) shall provide and maintain the minimum insurance limits shown below in connection with the access, use or occupancy of the premises by its employees, agents, or subcontractors. The Contractor(s) on behalf of itself and each agent and each subcontractor shall furnish CRANDIC certificates issued by insurance companies acceptable to CRANDIC showing policies carried and the limits of coverage as follows:

A. Commercial General Liability Insurance.

This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$2,000,000.

Coverage must be purchased on ISO occurrence form CG 00 01 12 04 or a substitute form providing equivalent coverage and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the Contractual Liability Railroads CG 24 17 endorsement (or equivalent),

No other endorsements limiting coverage as respects obligations under this specification may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance.

This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, non-owned or hired

C. Workers Compensation and Employers Liability Insurance.

This insurance shall include coverage for, but not limited to:

- Contractor's liability to the extent of the statutory limits of Worker's Compensation Laws of the state(s) in which the work is to be performed. If optional under State Law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by Occupational Disease policy limit, \$1,000,000 by disease each employee.

D. Excess or Umbrella Liability Insurance.

This insurance shall contain a single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$2,000,000.

Coverage must include, as scheduled policies, the following:

- Employer's Liability Insurance
- Commercial General Liability Insurance (including completed operations)
- Automobile Liability Insurance (as described in this Section) The excess policies will be "following form".

E. Railroad Protective Liability Insurance.

This insurance is required if there is any work to be performed in the railroad right-of-way or within 50 feet of the railroad tracks. If applicable, this insurance shall name only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate.

The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 1093) and on ISO Form no. CG00351093
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railway prior to performing any work or services under this Easement Agreement.

Contractor shall use the website listed below to acquire Railroad train movement information for the purpose of obtaining Railroad Protective Liability Insurance:

<http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx>

The US DOT Crossing Inventory Number will be located in the project plans. Zero trains per day will be displayed on the crossing inventory report for locations with grade separated crossings or at-grade crossings when there is less than one train per day. In these situations generating a map to find alternative crossing locations may be used to provide the number of trains per day and speed nearest the project location.

F. Other Requirements.

CRANDIC and each of their respective employees, officers and directors must be included as additional insureds on a primary and non-contributory basis, with respect to General Liability and Excess/Umbrella (if any) coverages.

All policies (except Railroad Protective Liability) must contain a waiver of any right of subrogation or recourse by the Contractor's insurer against CRANDIC and each of their respective employees, officers and directors.

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor is not allowed to self-insure without the prior written consent of CRANDIC. If granted by CRANDIC, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all CRANDIC liabilities that would otherwise, in accordance with the provisions of this Agreement be covered by Contractor's insurance, will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing work, Contractor shall furnish to CRANDIC an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify CRANDIC in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from CRANDIC, a certified duplicate original of any required policy shall be furnished.

If any portion of the contract is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming CRANDIC as an additional insured, and shall require that the subcontractor shall release, defend and indemnify CRANDIC to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify CRANDIC herein.

Failure to provide evidence as required by this section shall entitle, but not require, CRANDIC to remove contractor from or deny entry of contractor to CRANDIC property immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Easement Agreement. Damages recoverable by CRANDIC shall not be limited by the amount of the required insurance coverage.

150891.06 ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.

The Contractor shall not assign or subcontract the provisions of this specification, or any interest therein, without the written consent of the Engineer. The Contractor shall be responsible for the acts and omissions of all subcontractors. Before the Contractor commences any work, they shall, except to the extent prohibited by law; (1) require each subcontractor to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each subcontractor to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each subcontractor to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With

Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

150891.07 ADDITIONAL SAFETY REQUIREMENTS.

The Contractor shall require its employees to be suitably dressed to perform their duties safely. The Contractor shall require workers to wear personal protective equipment as specified by CRANDIC rules and regulations. Protective equipment shall include, but not be limited to the following: protective headgear meeting ANSI 289.1; eye protection meeting ANSI 287.1, however additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; and hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Only waist length shirts with sleeves and trousers covering the entire leg shall be worn. Flare-legged trouser bottoms shall be tied to prevent catching.

Heavy equipment operating within CRANDIC ROW shall be equipped with audible back-up warning devices. If in the opinion of the CRANDIC the Contractor's equipment is unsafe for use on the CRANDIC's ROW, the Contractor shall remove such equipment from the CRANDIC ROW.

The Contractor shall promptly notify the CRANDIC of any U.S. OSHA reportable injuries occurring to any employee that arises during the work performed on the work site within CRANDIC ROW.

If at any time the Engineer or the CRANDIC are of the opinion that any work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Engineer may suspend the work until suitable, adequate, and proper protective measures are adopted and provided.

150891.08 SAFETY MEASURES-PROTECTION OF OPERATIONS.

The Contractor shall perform work in a safe manner and in conformity with the following standards:

A. Obstructions to View.

Except as otherwise provided herein, the Contractor shall not cause or permit the view along the tracks of the CRANDIC to be obstructed, nor place any combustible material on the crossing area, nor erect any structures thereon except as allowed by the contract documents.

B. Excavation.

The Contractor shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, impair, or endanger the clearance between existing or new slopes and the tracks of the CRANDIC. The Contractor shall not perform any work that may disturb the stability of any area that may adversely affect the CRANDIC's tracks or facilities. The Contractor, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation or trenching performed by them in connection with construction, maintenance, or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the CRANDIC to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the CRANDIC's operations in the vicinity.

C. Drainage.

The Contractor, at its expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water to flow or collect upon property of the CRANDIC so as to adversely affect any of the CRANDIC's operations, equipment or any third parties with permitted facilities on the CRANDIC's ROW. The Contractor, at its own expense, shall provide adequate passageway for the waters of any streams, bodies of water, and drainage facilities (either natural or artificial, and including water from the CRANDIC's culverts and drainage facilities), so that said waters may not, because of any facilities or work of the Contractor, be impeded, obstructed, diverted, or caused to back up, overflow or damage the property of the CRANDIC or any part thereof, or property of others. The Contractor shall not obstruct or interfere with existing ditches or drainage facilities.

D. Clearances.

The Contractor shall provide a minimum vertical clearance of 23 feet above top of rails and a minimum lateral clearance of 8.5 feet from centerline of track measured at right angles thereto.

Proposed changes to the specified minimum clearances shall be submitted to CRANDIC, through the Engineer, at least 30 calendar days in advance of the work. No work shall commence until the Engineer receives concurrence, in writing, from CRANDIC that approval is given and that arrangements have been made to provide the adequate personnel or other protective services, as may be necessary. The CRANDIC will have two weeks to respond to the request.

150891.09 WALKWAYS.

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for CRANDIC's use in walking along trains, extending to a line not less than 12 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while CRANDIC's flagging service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavations when in close proximity of track, and railings shall not be closer than 8.5 feet horizontally from center line of tangent track or 9.5 feet horizontally from centerline of curved track.

150891.10 EXCAVATIONS IN CLOSE PROXIMITY TO CRANDIC FACILITIES.

The Contractor shall take special precaution in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls, or other facilities that require shoring shall comply with the following requirements: OSHA, AREMA, and CRANDIC Guidelines.

The Contractor shall contact CRANDIC at least 48 hours prior to commencing work during normal business hours to determine location of fiber optics. If a telecommunications system is buried anywhere on or near CRANDIC property, the Contractor shall coordinate with CRANDIC and the telecommunication company to arrange for relocation or other protection of the system prior to beginning any work on or near CRANDIC property.

150891.11 NO INTERFERENCE WITH CRANDIC'S OPERATION.

The Contractor shall not interfere with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of the CRANDIC its lessees, licensees, or others, unless specifically permitted by this specification, or specifically authorized in advance by the CRANDIC. When not in use, the Contractor's machinery and materials shall be kept at least 50 feet from the centerline of CRANDIC's nearest active track, and there shall be no crossings of CRANDIC's tracks except at existing open public crossings or as provided by agreement.

150891.12 TRAFFIC CONTROL.

The Contractor's operations that control traffic across or around CRANDIC facilities shall be coordinated with and approved by the CRANDIC.

150891.13 INDEMNITY.

As used in this Article, "CRANDIC" includes other railroad companies using the CRANDIC's property at or near the location of the Contractor's work and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from the following:

- Injury to or death of persons whomsoever (including the CRANDIC's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and
- Damage to or loss or destruction of property whatsoever (including Contractor property, damage to the roadbed, tracks, equipment, or other property of the CRANDIC, or property in its care or custody).

The Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the CRANDIC from any loss which is due to or arises from any cause and is associated in whole or in part with the work, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or

omission arising out of performance or nonperformance; except when caused by the sole negligence of the CRANDIC, or except to the extent caused by the gross negligence or willful misconduct of the CRANDIC.

150891.14 MAINTENANCE OF CRANDIC FACILITIES.

The Contractor shall maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations, promptly repair eroded areas within CRANDIC's ROW, and repair any other damage to CRANDIC property, or its tenants; at no additional cost to the CRANDIC.

150891.15 COMMUNICATIONS AND SIGNAL LINES.

If required, CRANDIC will rearrange its communications and signal lines, grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by CRANDIC's forces in connection with its operation at the expense of the Contracting Authority. This work will be performed by the CRANDIC and it is not a part of the contract.

150891.16 FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on the CRANDIC's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The Contractor shall contact the CRANDIC to determine if fiber optic cable is buried anywhere on the CRANDIC's Crossing Area to be used by the Contractor. If it is, the Contractor shall telephone the telecommunications company involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the CRANDIC's Crossing Area.

In addition to the liability terms elsewhere in this specification, the Contractor shall indemnify and hold harmless the CRANDIC against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs, and expenses) arising out of or in any way contributed to by any act or omission of the Contractor, agents, or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on CRANDIC's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, its contractor, agents, or employees, on CRANDIC's property in the crossing area. The Contractor shall not have or seek recourse against CRANDIC for any claim or cause of action for alleged loss of profits, revenue, loss of service, or other consequential damage to a telecommunication company using CRANDIC's property or a customer or user of services of the fiber optic cable on CRANDIC's property.

150891.17 COOPERATION.

The CRANDIC will cooperate with the Contractor so that work may be conducted in an efficient manner, and will cooperate with the Contractor in enabling use of CRANDIC's ROW in performing the work.

150891.18 WAIVER OF BREACH.

The waiver by the CRANDIC of the breach of any condition, covenant, or specification herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the CRANDIC to avail itself of any subsequent breach thereof.

150891.19 RAILROAD FLAGGING OR OTHER PROTECTIVE SERVICES.

The Contractor shall notify the CRANDIC and Engineer at least 15 working days in advance of the commencement of work and at least 10 working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 50 feet of any track, or near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 50 feet of any track. This notice shall include the following:

- Project Number
- Contractor's name
- Date flagging or other protective services are needed
- Location of flagging or other protective services are to be provided
- Duration of flagging or other protective services

No work shall be performed, and no person, equipment, machinery, tools, materials, vehicles, or things

shall be located, operated, placed, or stored within 50 feet of any of CRANDIC's track at any time, for any reason, unless and until a railroad flagger or other protective services is provided by CRANDIC.

Upon receipt of such 10 day notice, the CRANDIC will determine and inform the Contractor whether a flagger need be present, or other protective services provided by CRANDIC, and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the CRANDIC, such services will be provided at the Contractor's expense with the understanding that if the CRANDIC provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. The Contractor shall pay the CRANDIC all charges connected with such services.

Work performed without proper flagging services or other protective services, when required, will be subject to a \$5,000 per day price adjustment.

The Contractor shall provide the CRANDIC a minimum of 2 working days' notice prior to the completion of work for which the flagging services or other protective services were requested.

150891.20 TEMPORARY CROSSINGS.

At other than established public road crossings, the Contractor shall not move any equipment or materials across the CRANDIC's tracks until written permission has been obtained from the CRANDIC.

If the Contractor requires a temporary railroad crossing the Contractor shall arrange for the crossing installation at a mutually acceptable location at the Contractor's expense to include all CRANDIC costs of installation, maintenance, removal, and track restoration. The temporary crossing shall be gated and locked at all times when not required for use by the Contractor. Flagging or other protective services will always be required during use of a temporary crossing. The billing, Contractor payment provisions, and final Contractor payment requirements for crossing costs including flagging and other protective services are to be covered as agreed to in a separate agreement between the Contractor and CRANDIC. Prior notice of need for a temporary crossing needs to allow for CRANDIC site review, cost estimating, securing material, and work crew scheduling and will vary. The Contractor should contact the CRANDIC prior to making a bid when a temporary crossing is required.

150891.21 LIMITATION OF RIGHTS GRANTED.

The Contract, any Temporary Easement, and Permanent Easement are all subject to the prior and continuing right and obligation of the CRANDIC to use and maintain its property, not inconsistent with highway purposes, including the right and power of the CRANDIC to construct, maintain, repair, renew, use, operate, change, modify, or relocate CRANDIC tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, or across any or all parts of its property, all or any of which may be freely done at any time or times by the CRANDIC, not inconsistent with highway purposes and at CRANDIC's sole cost and expense.

The Contract, Temporary Construction Easement, and Permanent Easement, whether recorded or unrecorded, are subject to all outstanding rights (including those in favor of licensees and lessees of the CRANDIC's property, and others) and the right of the CRANDIC to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

150891.22 MECHANICS' LIENS.

The Contractor shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be enforced against any property of the CRANDIC for any work performed. The Contractor shall indemnify and hold harmless the CRANDIC from and against any liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. It is understood that this specification may be recorded in the county in which the work is to be performed and such recording shall serve as public notice that no Contractor, subcontractor, or material supplier shall file any notice of a mechanic's or material supplier's lien or permit or suffer any mechanic's lien or material supplier's lien on the property of the CRANDIC to the extent permitted by law.

150891.23 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Cedar Rapids and Iowa City Railway, Inc. shall be paid for as a Lump Sum bid item. The Contractor will be paid the Lump Sum bid item price within 30 calendar days after receipt of a signed contract, provided that all necessary certificates of insurance have been submitted to the Department per Article SP-150891.05.

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made between _____ (hereafter Contractor) and Cedar Rapids and Iowa City Railway Company (hereafter CRANDIC) in order to permit Contractor to enter onto CRANDIC's property, for the purposes of performing work in connection with the following project for the Contracting Authority:

Project BRF-030-7(211)--38-57 in Linn County, Iowa, as further identified in the attached project documents.

Contractor shall pay to CRANDIC upon execution of this Agreement the sum of \$1,500.00 as consideration for the right of entry awarded under this Agreement and to cover preparation and administration of this Agreement.

Contractor and CRANDIC hereby agree as follows:

1. Contractor shall enter CRANDIC's property (identified in the attached project documents) only in connection with the above-referenced project;
2. Contractor shall give CRANDIC at least 15 working days' advance notice of the date Contractor plans to start any work on the project;
3. Upon request, Contractor shall provide CRANDIC with detailed plans of the project at no cost to CRANDIC;
4. Contractor shall comply with all terms and requirements set forth in Iowa Department of Transportation Special Provisions for Maintenance Work on Railroad Right-of-Way (Cedar Rapids and Iowa City Railway), including but not limited to the insurance requirements set forth in such specification. Contractor shall provide CRANDIC with certificates and declarations sheets that prove or show compliance with such insurance requirements;
5. As used in this paragraph, "CRANDIC" includes other railroad companies using CRANDIC's property at or near the location of the Contractor's work and CRANDIC's and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from the following:
 - Injury to or death of persons whomsoever (including CRANDIC's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and
 - Damage to or loss or destruction of property whatsoever (including Contractor property, damage to the roadbed, tracks, equipment, or other property of CRANDIC, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law CRANDIC from any loss which is due to or arises from any cause and is associated in whole or in part with the work covered herein, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or omission arising out of

performance or nonperformance; except when caused by the sole negligence of CRANDIC, or except to the extent caused by the gross negligence or willful misconduct of CRANDIC;

- 6. The insurance requirements set forth in this Agreement shall not relieve or limit Contractor's liability to CRANDIC under the indemnity provisions of this Agreement;
- 7. Contractor shall comply with any federal, state or local laws, statutes, codes, ordinances, rules and regulations applicable to its construction and maintenance of the project. Contractor shall defend, indemnify and hold CRANDIC and its affiliates harmless with respect to any fines, penalties, liabilities or other consequences arising from contractor's failure to comply with any such federal, state or local laws, statutes, codes, ordinances, rules and regulations;
- 8. Contractor shall promptly notify CRANDIC of any loss, damage, injury or death arising out of or in connection with the project work;
- 9. The provisions of this Agreement shall survive the termination or expiration of the Agreement;
- 10. CRANDIC certifies that it has carefully reviewed the project plans and that it agrees to permit the Contractor and its employees, officers and subcontractors to enter onto and work upon its property for the purpose of completing said project under the terms of this Agreement;
- 11. Any notices or communications concerning this agreement shall be delivered to the following designated individuals:

Lane Spence
 2330 12th Street S.W.
 Cedar Rapids, IA 52404
 (319) 786-3674
lanespence@travero.com

For Contractor _____

Address: _____

IN WITNESS WHEREOF, Contractor and CRANDIC have executed and delivered this agreement as of the date set forth below.

_____ Date Contractor

Date

CRANDIC