



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

**Johnson County  
STBG-SWAP-C052(106)--FG-52**

**Effective Date  
June 16, 2020**

**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.**

**156132.01 DESCRIPTION.**

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

**156132.02 GENERAL.**

- A.** Contracting Authority has negotiated and obtained an access agreement with CRANDIC for the Project. The Contractor is not required to enter into a separate access agreement with CRANDIC but shall be required fully comply with all terms and conditions of the Contracting Authority's access agreement.
- B.** The Contractor shall cooperate with CRANDIC personnel and shall take all other reasonably necessary measures to avoid accidents, damage or harm to persons or property, and delays to or interference with CRANDIC operations.
- C.** The Contractor may use subcontractors to do work on CRANDIC ROW, provided any such subcontractors must comply with the terms and conditions hereof, including, but not limited to safety terms and insurance requirements. The Contractor shall be responsible for the acts and omissions of all subcontractors and shall require all subcontractors to indemnify CRANDIC to the same extent as set forth herein.
- D.** The Contractor shall, at its sole cost, comply with all applicable laws, rules, regulations, and ordinances of competent authorities affecting said CRANDIC ROW including, but not limited to those relating to Hazardous Materials and the environment (individually and collectively, the "Law"). The Contractor is solely responsible for obtaining any and all permits required by any Law to support their access and any activities they conduct on CRANDIC ROW. As used herein,

“Hazardous Material” means any substance which is listed as “hazardous” or “toxic” or listed in the regulations implementing the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA.) “Hazardous Material” includes any and all material or substances which are defined as “hazardous waste,” “hazardous material,” “extremely hazardous substance,” or a “hazardous substance,” pursuant to state, federal, or local governmental law. “Hazardous Materials” includes, but is not restricted to, asbestos, polychlorinated biphenyls (“PCBs”), petroleum and petroleum products.

**156132.03 REQUESTS FOR INFORMATION.**

All requests for information involving work within 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 CRANDIC as necessary.

**156132.04 NOTIFICATIONS.**

- A. The Contractor shall provide CRANDIC with the name and phone number of a supervisor that can be contacted in case of emergency or for any other reason CRANDIC requires on or before the date of the Project pre-construction conference.
- B. The Contractor shall provide CRANDIC with the name, address, telephone number, and email address for the Contractor's person assigned to receive and pay invoices from CRANDIC for Railroad Flaggers, on or before the date of the Project pre-construction conference.
- C. Prior to entering CRANDIC ROW, the Contractor shall confer with CRANDIC relative to requirements for railroad clearances, operation, and general safety regulations.
- D. The Contractor shall notify the contact person for CRANDIC and the Engineer not less than 24 hours before Contractor proposes to enter upon CRANDIC ROW and shall notify CRANDIC of its arrival and departure from CRANDIC ROW each day.
- E. The Contractor shall notify the contact person for CRANDIC and the Engineer not less than 48 hours before any work that will require railroad flaggers.
- F. The Contractor shall keep a copy of the railroad access agreement, which includes the CRANDIC project information sheet, with them at all times when working in CRANDIC ROW. All notifications and communication regarding work in CRANDIC ROW shall reference access agreement number: 2020-0324 (Div 1 MP 13 to 17.5 Johnson County Hwy 965).
- G. CRANDIC's contact person for this Project is:
  - Lane Spence
  - Manager Track and Structures/Civil Engineer
  - Alliant Energy Transportation | CRANDIC Railway Co.
  - 1445 Rockford Rd SW
  - Cedar Rapids, IA 52404
  - Phone: 319.786.3674
  - Email: [lanespence@alliantenergy.com](mailto:lanespence@alliantenergy.com)
- H. Engineer's contact person for this Project is:
  - Ed Bartels
  - Assistant Johnson County Engineer
  - Johnson County Secondary Roads Department
  - 4810 Melrose Ave West
  - Iowa City, IA 52246
  - Phone: 319.356.6046
  - Email: [ebartels@co.johnson.ia.us](mailto:ebartels@co.johnson.ia.us)

**156132.05 INSURANCE.**

- A.** Before the contract is awarded, Contractor shall submit to the Department a certificate or certificates of insurance evidencing the following coverages. The certificate(s) 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). Policies shall provide no less than 30 calendar days prior written notice to Contracting Authority and Railroad of cancellation or material change in policies. Following award of the Contract, the Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Contracting Authority, and a certified, true, and complete copy of policy or policies to the Contracting Authority and Railroad. 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 Railroad. The Contractor shall not begin work upon or over Railroad's ROW until the Railroad has notified the Engineer that such insurance provisions are in accordance with the contract documents. The insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad's property and cleans the premises in a manner reasonably satisfactory to Railroad.
- B.** The Contractor shall provide and maintain the minimum insurance limits shown below in connection with the access, use or occupancy of CRANDIC ROW by its employees, agents, or subcontractors. Contractor shall on behalf of itself and each agent and each subcontractor furnish to CRANDIC and the Engineer certificates issued by insurance companies acceptable to CRANDIC showing policies carried and the limits of coverage as follows, on or before the date of the Project pre-construction conference:
- 1. Workers' Compensation Insurance** for employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000.
  - 2. Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The Commercial General Liability policy shall contain the Contractual Liability Railroads CG 24 17 endorsement (or equivalent).
  - 3. Automobile Liability Insurance** for all owned, non-owned and hired automobiles with limits not less than \$1,000,000 each accident.
  - 4. Excess or Umbrella Liability** with limits not less than \$2,000,000 each occurrence and \$2,000,000 aggregate: Such coverage must include, as scheduled policies, the Employer's Liability Insurance, Commercial General Liability Insurance (including completed operations) and Automobile Liability Insurance described in this Section. The excess policies will be "following form."
  - 5. Railroad Protective Liability Insurance** in the amount of \$2,000,000 if any work is to be performed in the railroad right-of-way or within 50 feet of the railroad tracks.
- C.** 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.
- D.** All policies (except Railroad Protective Liability) must contain a waiver of any right of subrogation or recourse by Contractor's insurer against CRANDIC and each of their respective employees, officers and directors.
- E.** Certificates of insurance shall be on file with CRANDIC prior to access to CRANDIC ROW, shall remain in effect for the duration of the Project and shall name CRANDIC as an additional insured

on the commercial general liability coverage for the Contractor's negligent acts. Failure of CRANDIC to enforce the minimum insurance requirements listed above shall not relieve Contractor of responsibility for maintaining these.

**156132.06 SAFETY.**

- A. Contractor shall, at all times, keep CRANDIC ROW in a safe, clean, and sanitary condition, and shall not mutilate, damage, misuse, alter, or permit waste thereon. No drainage condition shall be created or allowed to exist that is or may be adverse to CRANDIC.
- B. All activities performed during the Project shall, as applicable, be done in accordance with instructions of CRANDIC personnel and in such manner as is satisfactory to CRANDIC acting through its designated representatives.
- C. The following clearances must be maintained at all times during Contractor's activities unless written consent by CRANDIC is otherwise provided: (1) Vertical: 25.0 feet above top of highest rail; and (2) Horizontal: 8.5 feet from centerline of nearest track, measured at right angles thereto.

**156132.07 ENVIRONMENTAL SAFETY.**

- A. The Contractor shall be solely responsible for complying with all hazard communication and other requirements of the Occupational Safety and Health Administration (OSHA), as codified at 29 C.F.R. 1910.1200. The Contractor shall provide Material Safety Data Sheets for any hazardous chemicals brought onto CRANDIC ROW by the Contractor, its employees, agents, or subcontractors. In addition, the Contractor shall provide the necessary information and training to its employees on each hazardous chemical to which they may be exposed. The Contractor shall ensure that its employees use proper personal protective equipment, such as hard hats, safety glasses, etc., while on CRANDIC ROW. The Contractor may be required to take additional safety precautions and/or terminate activities if work is conducted in an unsafe manner. In such case, the Contractor shall be responsible for any additional or consequential costs.
- B. The Contractor shall not cause or permit any Hazardous Material other than fluids located inside of vehicles required for vehicle operation (e.g., gasoline, diesel fuel, oil, antifreeze) to be used, stored, generated, released or disposed of on or in the CRANDIC ROW by the Contractor, its employees, agents, subcontractors, or invitees without first obtaining CRANDIC's written consent, which may be withheld at CRANDIC's sole and absolute discretion. If Hazardous Materials are used, stored, generated, released or disposed of on or in CRANDIC ROW by the Contractor, its agents, employees, subcontractors or invitees in violation of this Specification, or any environmental law, or if CRANDIC ROW become contaminated in any manner for which the Contractor is liable, the Contractor shall indemnify, defend, and hold harmless CRANDIC pursuant to the indemnity section set forth below, including, without limitation, for any and all costs incurred in connection with any investigation, remediation or restoration of CRANDIC ROW or any off-site location (including all costs incurred pursuant to the Comprehensive Environmental Response, Compensation, & Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. § 9601 et seq.). In the event that any spills or releases of any Hazardous Materials into the environment result from the actions of the Contractor or any of its agents or from any such party's access to CRANDIC ROW pursuant hereto, the Contractor shall: (i) take any and all actions necessary to ensure timely and adequate compliance with all applicable environmental laws and the requirements of relevant governmental authorities, including any applicable reporting, investigation and remediation requirements; and (ii) promptly provide CRANDIC with relevant information regarding the details, status, and compliance efforts associated with the spill or release.
- C. Notwithstanding the foregoing and to the extent practicable, the Contractor shall coordinate all investigative, remedial and response actions with, and obtain prior approval with respect thereto from, CRANDIC. In the event that during its operations the Contractor discovers any existing

contamination, the Contractor shall stop work on that location and contact CRANDIC for instructions on how to proceed. In no event, absent express written permission of CRANDIC is the Contractor authorized to share any information or results associated with the operations, with third parties.

**156132.08 INDEMNIFICATION.**

The Contractor shall indemnify, defend and hold CRANDIC harmless from and against any and all claims, demands, losses, damages, costs, and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action to the extent arising out of the acts or omissions of the Contractor, its employees, agents, or subcontractors in connection with the (i) access; (ii) use, storage, generation, release or disposal of any Hazardous Materials on, at or from CRANDIC ROW; or (iii) violation of any Laws, including environmental Laws, in each case by the Contractor, its employees, agents, or subcontractors. The Contractor shall indemnify and defend CRANDIC for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under the Contractor and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by CRANDIC in connection with any such lien or encumbrance or any action or proceeding brought thereon.

**156132.09 RAILROAD FLAGGERS.**

Upon CRANDIC's determination, in its sole discretion, that flagging is required for the safe prosecution and completion of any activities associated with construction of the Project, the Contractor shall pay all costs for such flagging (\$130.00 per flagger per hour). The number of flaggers shall be determined by CRANDIC in its sole discretion. If work is performed without proper flagging services when such flagging is required, the Contractor will be subject to a \$5,000.00 per day price adjustment and may, at CRANDIC's sole option, be immediately removed from CRANDIC ROW.

**156132.10 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 Engineer per Article SP-156132.05.