



**SPECIAL PROVISIONS  
FOR  
WORK ON RAILROAD RIGHT-OF-WAY WITH A+B FOR BIDDING RAILROAD FLAGGERS (IOWA  
INTERSTATE RAILROAD) - Permit No. 22-0024-IC240.70-Coralville-Sidewalk Trail**

**Johnson County  
TAP-U-1557(647)--8I-52**

**Effective Date  
July 18, 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.**

**156228.01 DEFINITIONS**

Railroad Any references to Railroad in this specification refers to Iowa Interstate Railroad, Ltd., its successors, and assigns, and agents.

Railroad's Representative In this specification, references to the Railroad's Representative is intended to mean the following: Railroad's Office Engineer – Bentley Tomlin (319)-298-5409 [btomlin@iaisrr.com](mailto:btomlin@iaisrr.com) or authorized representative. Please reference IAIS permit # 22-0024-IC240.70-Coralville-Sidewalk Trail when corresponding. Not doing so may delay your request.

**156228.02 A + B BIDDING FOR RAILROAD FLAGGING**

**A. General.**

The determination of the low bidder on this project will involve a combination of the contract sum and the bidder's proposed time to complete all work requiring the use of railroad flaggers. Railroad flagging will be required whenever the conditions in Article SP-156228.06 are encountered.

A Critical Path Method schedule will be required according to Section 1110 of the Standard Specifications.

**B. Definitions.**

**1. Daily Railroad Flagging Cost.**

The amount that represents the average daily cost of a single railroad flagger. The daily railroad flagger cost will be shown on the proposal form.

**2. Railroad Flagger Day**

Any calendar day that a railroad flagger is required according to Article SP-156228.06. The need for railroad flaggers at multiple sites per calendar day will result in the Contractor being charged an additional number of railroad flagger days.

**C. Preparation of Proposal.**

The bidder shall establish the number of days they propose to use to complete all work requiring the use of railroad flagging services under this proposal. The proposal form may state a maximum number of railroad flagger days allowable. Bids showing railroad flagger days in excess of the maximum amount will be considered non-responsive and will not be considered.

**D. Consideration of Bids.**

Each bid submitted shall consist of two parts:

(A) = Contract sum.

(B) = Total number of railroad flagger days proposed by the bidder to complete all work requiring the use of railroad flaggers. The bidder shall enter the number of railroad flagger days on the proposal form.

The successful bid will be determined by the lowest combination of (A) and (B) according to the following formula:

$(A) + [(B) \times (\text{Daily Railroad Flagging Cost})] = \text{Bid amount for award consideration.}$

**E. Charging of Railroad Flagger Days.**

A Railroad flagger day will be charged whenever railroad flaggers are required as described in Article SP-156228.06. Railroad flagger days will be only charged in whole days.

The Contractor shall submit to the Engineer a log of railroad flagger usage that identifies all railroad flagger requests to begin, modify, and end work activities; and number of railroad flaggers provided. This report shall be submitted to the Engineer weekly (reporting the previous week's activities). This report shall also include a written statement of any objections to railroad flagger days charged by the Engineer.

**F. Railroad Flagger Payment or Assessment.**

Railroad flagger incentive payment or disincentive assessment will be as follows:

**1. Incentive Payment.**

The Contractor will be paid an amount equal to the Daily Railroad Flagging Cost multiplied by the number of railroad flagger days remaining after all work requiring railroad flagging services have been completed.

**2. Disincentive Assessment.**

The Contractor will be assessed an amount equal to the Daily Railroad Flagging Cost multiplied by the number of railroad flagger days used in excess of the total number of days entered on the Proposal Form. There will be no maximum amount for disincentive assessment.

**G. Consideration for Extra Work or Delays During Railroad Flagging Periods.**

**1. Railroad Flaggers.**

No consideration for additional railroad flagger days will be considered for the first two consecutive days of delay for each extraordinary circumstance. The Contractor will be responsible for obtaining necessary weather forecasts prior to ordering railroad flagging services.

## 2. Additional Time.

Additional time will be given by the Engineer for extra work, overruns of contract items, or extraordinary circumstances meeting the following requirements:

- a. Approved extra work or overruns of contract items that extend the duration of the railroad flagging period shall be documented and included in the critical path of the project. The revised critical path diagram shall be submitted to the Engineer for approval.
- b. Non-weather related extraordinary circumstances that delay the Contractor during the railroad flagging periods shall be documented by the Contractor and a written request for additional time shall be submitted to the Engineer within 72 hours of the beginning of the delay. The Engineer will approve or deny all requests for additional closure time resulting from non-weather related extraordinary circumstances. Non-weather related extraordinary circumstances will be limited to the following:
  - 1) **Strikes:** Strikes which are not directed against the Contractor.
  - 2) **Legal Stoppages:** Legal Stoppages will be allowed if they result from legal action against the Contracting Authority or against the Contractor if not based on a specification violation.
  - 3) **Late Delivery of Material:** Procurement of material for a project is the sole responsibility of the Contractor. Late delivery will be considered an extraordinary circumstance only when the Contractor can show that orders were placed with a reliable supplier in sufficient time for materials to be delivered when needed and only when there is:
    - A nationwide shortage,
    - An industry wide strike,
    - Transportation strike which delays the delivery of material, or
    - Delays due to a change in material commitments when caused by a Federal emergency or order.
  - 4) **Natural Disaster:** A suspension order may be issued on any project in a declared disaster area if the disaster causes conditions that do not allow productive work.
- c. Adverse weather including rain, snow, wind, flood, extreme heat, and the results thereof, such as inaccessibility or non-workability of materials, is only considered as extraordinary circumstance if the Contractor is working or ready to work on the contract and the adverse weather conditions do not allow productive work on the critical path. Adverse weather that delays the Contractor during the critical closure activity shall be documented by the Contractor and a written request for additional closure days shall be submitted to the Engineer within 10 calendar days of the beginning of the delay. Some delays for weather have been included in the number of closure days allowed. Therefore, additional closure days for adverse weather will not be allowed for the first five consecutive closure days of each delay.

### 156228.03 PERMITS.

Contractor shall, before entering upon Railroad's property for performance of work secure permission from Railroad's Representative for occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation, and general safety regulations.

Contractor shall provide Engineer and Railroad with proposed construction schedule outlining the timing of activities that will need track protection services.

Contractor shall conduct work in a manner satisfactory to Railroad's Representative and shall not damage Railroad property or interfere with their operations.

Railroad's Representative will at all times have jurisdiction over the safety of Railroad operations, and the decision of Railroad's Representative as to procedures which may affect safety of Railroad operations shall be final, and Contractor shall be governed by such decision.

Should damage occur to Railroad property as a result of Contractor's operations, and Railroad deems it necessary to repair such damage or to perform work for protection of its property, the required materials,

labor, and equipment shall be furnished by Railroad, and Contractor shall reimburse Railroad for costs so incurred as defined in Section E. Railroad Reimbursements.

**156228.04 TEMPORARY GRADE CROSSINGS.**

If Contractor requires construction of a temporary grade crossing across Railroad's track(s) for use during performance of the contract, Contractor shall make necessary arrangements with Railroad for construction, protection, and later removal of such temporary grade crossing. Costs of such temporary grade crossing construction, protection, maintenance, and later removal shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly.

Contractor shall not cross 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

**156228.05 CONTRACTOR SAFETY ORIENTATION**

No employee of the Contractor, its subcontractors, agents or invitees that is working on the project may enter Railroad property without first having successfully passed an annual Railroad approved safety course. Proof of passing said course shall be in the employee's possession at all times when on Railroad property. Cost for the required training will be borne by Contractor.

Information on approved safety courses can be obtained from Railroad's authorized representative.

**156228.06 RAILROAD TRACK PROTECTION SERVICES.**

Track protection services required by Railroad will be provided by the Railroad and the cost shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly. Requirements of the Railroad are as follows:

Track protection services will be required during: excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of the concrete footings for piers adjacent to track(s); construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across the track; setting or placing of beams or girders in span(s) over any track(s); any construction operations involving direct interference with 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, services of at least one and possibly two watchmen or flagmen will be required during removal of that portion of existing structure immediately over or adjacent to any track. Track protection services 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, Contractor shall notify Railroad at least 72 hours in advance of when protective services will be needed. Services are subject to availability of Railroad personnel.

Any time track protection services are not being provided, Contractor must provide and maintain an effective physical barrier at a distance of 25 feet from track centerline to prevent unauthorized trespassing. Physical barrier must be posted with a sign stating "CAUTION, LIVE TRACK, TRACK PROTECTION NEEDED BEYOND THIS POINT". Typical barriers included concrete "J" barriers or safety fencing. Other barriers may be used to accommodate varying construction sites with approval of Railroad.

Railroad will notify the Engineer and Contractor when non-compliance is reported by Railroad train crews or other Railroad employees. Contractor work performed without proper track protection services, when such protection is required, will be subject to a \$5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by Railroad or Agency from the project.

**156228.07 RAILROAD REIMBURSEMENT.**

Rates of pay for 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 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 Railroad and employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. If wage rates are changed, Contractor shall pay on the basis of the new rates.

Contracting Authority shall reimburse, monthly, the Railroad for costs of all services performed by Railroad for the Contractor.

**156228.08 SAFETY OF OPERATIONS.**

During construction of footings or structures adjacent to any track of the Railroad, Contractor shall make adequate provision against sliding, shifting, sinking, or in any way disturbing railroad embankment and track(s) adjacent to said structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the Engineer and Railroad.

After review by the Engineer, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the State of Iowa together with the supporting documents, shall be forwarded to the Railroad's Representative for review and approval.

Contractor shall notify the Railroad's Representative in writing no less than ten working days in advance of the proposed time of the beginning of the construction of the structures adjacent to the track(s).

**156228.09 TEMPORARY CLEARANCES.**

Contractor shall not store any materials, supplies or equipment closer than 25.0 feet from centerline of any Railroad track, measured at right angles thereto.

**156228.10 FINAL CLEANUP.**

Contractor shall, upon completion of the work, 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 Contractor use, restoring same as nearly as practicable to conform to 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 Railroad's Representative.

Railroad reserves the right to perform site restoration. Cost for restoration work performed by the Railroad will be by force account and reimbursed as defined in Section E Railroad Reimbursements. Estimate for said work will be provided to Contractor and Engineer for review and concurrence before work is performed.

**156228.11 RESPONSIBILITY OF SUPERVISION.**

Nothing in this specification shall be construed to place any responsibility on Railroad for quality or conduct of the work performed by the Contractor hereunder. Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used, or method of operation shall not be construed to relieve Contractor of any obligations pursuant hereto or under the agreement this specification is appended to.

**156228.12 LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.**

In addition to the insurance requirements of the Standard Specifications, the Contractor shall carry insurance of the following kinds and amounts.

**1. Insurance Required of Contractor.**

- a. Statutory Workers Compensation and Employer's Liability Insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- c. 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 \$4,000,000. The Policy shall name Railroad as additional insured and shall not contain any exclusions related to:
  - i. Doing business on, near, or adjacent to railroad facilities.
  - ii. 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

- d. An Occurrence Form Railroad Protective Policy with limits of not less than \$4,000,000 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 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).

Before commencing work, 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.

**2. Insurance required of Subcontractor**

If the Contractor chooses to hire a different company for performance of the work, before commencing work, the Contractor shall provide proof to the Contracting Authority and Railroad that all companies performing work under Contractor's supervision have provided insurance as required above or are covered under Contractor's insurance.

**156228.13 INDEMNITY**

Contractor shall indemnify, defend, and hold harmless the Railroad from any and all claims, demands, lawsuits, or liability for all losses, fines, damages, injuries, and deaths to persons or property (real or

personal property) and all expenses and costs, including attorney fees, costs of litigation, and all other defense costs, resulting from or arising from the activities of the contractor(s) or any agents in the performance of the construction, repair, or maintenance work on said highway bridge. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the negligence of the Railroad and their officers, employees, or agents

**156228.14 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 Railroad for any work performed. The Contractor shall indemnify and hold harmless Railroad 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.

**156228.15 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.**

Railroad Protective Liability Insurance for Iowa Interstate Railroad will 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-156228.12.