



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY (BURLINGTON JUNCTION RAILWAY)**

**Des Moines County
BRFN-034-9(236)--39-29**

**Effective Date
November 21, 2023**

THE STANDARD SPECIFICATIONS, SERIES 2023, ARE AMENDED BY THE FOLLOWING ADDITIONS AND MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

230031.01 PERMITS.

Before entering upon Burlington Junction Railway (Railroad) property for performance of work secure permission from the Railroad by contacting Isaac Zachmeyer (telephone 319.768.6423) for occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation, and general safety regulations.

Conduct work in a manner satisfactory to Railroad and shall not damage Railroad property or interfere with their operations.

Railroad will have jurisdiction over the safety of Railroad operations, and the decision of the Railroad 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.

230031.02 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.

Do not cross Railroad's property or track(s) with vehicles or equipment except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing.

230031.03 RAILROAD FLAGGING AND WATCHMAN SERVICES.

Flagging protection or watchman services required by Railroad for safety of Railroad operations because of work being performed by Contractor, or in connection therewith, 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:

Services of at least one and possibly two watchmen or flagmen 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. 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, Contractor shall notify Railroad at least 72 hours in advance of when protective services will be needed.

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

230031.04 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.

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

230031.05 DOCUMENTATION AND REIMBURSEMENT TO THE CONTRACTOR.

Pay invoices for flagging costs in conjunction with railroad flaggers when any of the conditions identified in this specification, warrant a flagger. Contracting Authority will reimburse Contractor for daily cost that exceeds \$700 per day for the cost of flagger services provided by Railroad. Contracting Authority will reimburse Contractor 100% of total cost of flagger services, as deemed necessary by Railroad, that does not meet any of the conditions identified in this specification, unless the flagger's presence on the project was a result of Contractor's communication, or lack of communication, with Railroad. Contracting Authority will reimburse Contractor following receipt of documentation verifying the Railroad's invoices have been paid.

Each day Railroad flaggers have been provided, document daily, conditions on the project site that warrant flagger services. Submit daily records to the Engineer weekly. Engineer will review daily logs and promptly notify Contractor if any information in daily log is believed to be incorrect.

Forward copies of invoices received for flaggers and a summary of flagging costs incurred that exceed

the Contactors' requirements described in this specification, to the Engineer with a request for payment for the additional railroad flagger costs. Engineer will review Contractor's daily logs against Railroad's invoice and make payment for eligible costs in accordance with Article 1109.03, of the Standard Specifications.

Contractor shall be responsible to Railroad for flagging costs. Flagging costs for subcontracted work shall be the responsibility of the Contractor. Reimbursement from subcontractors to Contractor shall be the sole responsibility of the Contractor.

Forward to Engineer copies of payments made to Railroad for flagging costs.

230031.06 SAFETY OF OPERATIONS.

Ensure that personnel employed by the Contractor or subcontractors complete the course, "Orientation for Contractor's Safety," and be registered prior to working on Railroad ROW. This orientation is available at www.contractororientation.com. This course shall be completed annually.

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

Before commencing work on any pier or structure adjacent to any track, Contractor shall submit prints of proposed sheeting, bracing details, or temporary structure for protection of Railroad's 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, 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 supporting documents, shall be forwarded to the Railroad for review and approval.

Notify Railroad in writing at least seven calendar days prior to proposed time of the beginning of the construction of the piers, supports, or structures adjacent to the track(s).

230031.07 TEMPORARY CLEARANCES.

Ensure the following temporary clearances are met and maintained at all times:

- 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 are required, secure written authorization from Railroad for lesser clearances prior to the start of work of that portion of the project along, on, over, or across the property or track(s) of the Railroad.

Do not store materials, supplies, or equipment closer than 25.0 feet from centerline of railroad track, measured at right angles thereto.

230031.08 FINAL CLEANUP.

Upon completion of the work, remove from within the limits of the property of the Railroad, machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings; 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 said property in a neat condition satisfactory to Railroad.

230031.09 RESPONSIBILITY OF SUPERVISION.

Nothing in this specification shall be construed to place responsibility on Railroad for quality or conduct of

work performed by Contractor hereunder. Approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to work done, material used, or method of operation shall not be construed to relieve Contractor of obligations pursuant hereto or under the agreement this specification is appended to.

230031.10 LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.

Before the contract is awarded, Contractor shall submit to the Department a certificate of insurance evidencing coverage. 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). 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, Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Contracting Authority (if other than the Department), 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.

Contractor shall carry insurance of the following kinds and amounts.

- A. Statutory Workers Compensation and Employer's Liability Insurance.
- B. Automobile Liability in an amount not less than \$2,000,000 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 \$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 Burlington Junction Railway as additional insured and shall not contain exclusions related to:
 - 1. Doing business on, near, or adjacent to Railroad facilities.
 - 2. 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 \$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: Burlington Junction Railway.

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>

US DOT Crossing Inventory Number will be located on 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.

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. 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.

230031.11 INDEMNITY.

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the Railroad from 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 Railroad, or except to the extent caused by the gross negligence or willful misconduct of the Railroad and their officers, employees, or agents.

230031.12 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Burlington Junction Railway will be paid for as a Lump Sum bid item. 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-230031.10.