



Iowa Department of Transportation

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

**Linn County
IMN-380-6(274)17--0E-57**

**Effective Date
April 21, 2015**

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

120313.01 GENERAL.

The Contractor shall before entering upon the property of the Cedar Rapids and Iowa City (CIC) Railway Company for the performance of construction work, or work preparatory thereto, secure permission from the Railroad 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. The Railroad's contact person for this project is:

Kevin Burke
Vice President & General Manager
Cedar Rapids and Iowa City Railway Company
2330 12th Street SW
Cedar Rapids, IA 52404-3438
Phone: 319.786.3686

The Contractor shall conduct work in a manner satisfactory to the Railroad, or their authorized representative, and shall exercise care so as to not damage the property of the Railroad or to interfere with operations of the Railroad.

The Railroad, or their authorized representative, will have jurisdiction over the safety of railroad operations, and the decision of the Railroad or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and the Contractor shall be governed by such decision.

Work shall be conducted in such a manner as will assure the safety of the Railroad. The Railroad's authorized representative shall have the right, but not the duty, to require certain procedures be used or to supervise the work on the Railroad's property. Should any damage occur to railroad property as a result of the Contractor's operations, and the Railroad deems it necessary to repair such damage or 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.

120313.02 PROTECTION OF RAILROAD FACILITIES AND RAILROAD FLAGGER SERVICES.

Any flagging protection 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 and the cost thereof shall be reimbursed to the Railroad on the basis of the Railroad's bills, to be rendered monthly. The requirements of the Railroad are as follows: The services of at least one and possibly two flaggers will be required during any construction operations involving direct interference with the Railroad's track(s) or traffic, fouling of railroad operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever people or equipment will be working within 25 feet of the centerline of any live track. Flaggers 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, the Contractor shall notify the Railroad at least 48 hours in advance of when the protective services will be needed.

CIC will notify the Engineer and Contractor when non-compliance is reported by CIC train crews or other CIC 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 Contractor, and may result in the removal of Contractor by CIC or Engineer from the project.

120313.03 RAILROAD FLAGGER RATES.

The rates of pay for Railroad flaggers will be \$700 for an 8 hour day during the regularly assigned hours. Additional charges for overtime will be in accordance with any Labor Agreements and Schedules and the Railroad's standard additives, all as in effect at the time the work is performed. The Contractor shall promptly reimburse the Railroad for costs of all services performed by the Railroad for the Contractor, upon receipt of bill(s) therefore.

120313.04 CONTRACTOR GENERAL SAFETY REQUIREMENTS.

Contractor shall comply with all hazard communication requirements of the OSHA, as codified at 29 C.F.R. 1910.1200. Contractor shall provide Materials Safety Data Sheets for any hazardous chemicals brought onto Railroad's site by Contractor. In addition, Contractor shall provide the necessary information in training to its employees on each hazardous chemical to which they may be exposed. Suggestions for appropriate protective measures in handling those hazardous chemicals shall also be exchanged between Railroad and Contractor, at Contractor's request. Contractor shall ensure that its employees use protection such as hard hats, safety glasses, etc. at all times while on Railroad's site.

If, in the opinion of the Railroad or their authorized representative, the work is being conducted in a manner considered unsafe for Railroad operations, the Contractor shall stop their operations and immediately make such provisions as may be deemed necessary to correct any such undesirable condition(s) and, if, in the opinion of the Railroad or their authorized representative, such provisions as made by Contractor are not adequate to protect train operations or the property of the Railroad, the Railroad shall, with its own forces, proceed with the necessary work to correct conditions considered undesirable or unsafe for Railroad operation's, at the expense of the Contractor.

Excavation shall be carried on in a manner that settlement and/or caving of the ground surface shall be avoided.

120313.05 RAILROAD CLEARANCE REQUIREMENTS.

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

Vertical: 21.5 feet above top of highest rail

Horizontal: 8.5 feet from 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 Railroad 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 15.0 feet from the centerline of any railroad track, measured at right angles thereto.

120313.06 FINAL CLEANUP.

The 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 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 the Railroad or their authorized representative.

120313.07 INDEMNIFICATION.

Nothing in this specification shall be construed to place any responsibility on the Railroad for the quality or conduct of the work performed by the Contractor hereunder. Any approval given or supervision exercised by the 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 are appended to.

Contractor agrees to indemnify CIC and save it harmless from any and all claims and expenses, including reasonable attorney's fees, that may arise or may be made for death or injury to employees of CIC, or loss or damage to the CIC's property, or to other persons or their property, by reason or in consequence of the occupancy or use of the premises by Contractor.

120313.08 INSURANCE REQUIREMENTS.

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

A. Contractor's Commercial General Liability Insurance.

The Contractor shall furnish evidence that, with respect to the operations they perform, they carry regular Contractor's Commercial General Liability Insurance providing for a limit of not less than \$1,000,000, combined single limit, person injury and property damage, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

B. Railroad Protective Public Liability Insurance.

In addition to the above, the Contractor shall furnish evidence that, with respect to operations they or any of their subcontractors perform, they have obtained Railroad Protective Public Liability Insurance in the name of CIC Railroad providing for a limit of not less than \$2,000,000, single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any occurrence, with an aggregate limit of not less than \$6,000,000 per annual policy period.

Copies of Insurance certificates evidencing the coverages in (1) and (2) above shall be forwarded to the Railroad in care of Mr. Kevin Burke, Vice President & General Manager, for review and approval by the Railroad before any work may be commenced on the Railroad's property. See Article SP-120313.01 for the contact information.

All insurance herein before specified shall be kept in force until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the Railroad's right-of-way.

Insuring companies may not cancel insurance except by permission of the Railroad insured or upon 30 calendar days' written notice to the Railroad and Engineer.

120313.09 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Cedar Rapids and Iowa City Railway Company 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 DS-12062.06.