



Iowa Department of Transportation

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

Des Moines County
BRFN-034-9(204)--39-29

Effective Date
February 16, 2016

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

150071.01 PERMITS.

Contractor shall, before entering upon Burlington Junction Railway (Railroad) property for performance of work secure permission from the Railroad by contacting Bob Wingate (telephone 319.753.6157) 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 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.

150071.02 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.

Contractor shall 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.

150071.03 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.

150071.04 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.

Contractor shall 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.

150071.05 DOCUMENTATION AND REIMBURSEMENT TO THE CONTRACTOR.

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

Each day Railroad flaggers have been provided, Contractor shall document, daily, the conditions on the

project site that warrant flagger services. Contractor shall submit daily records to the Engineer each week. Engineer will review the daily logs and promptly notify Contractor if any information in the daily log is believed to be incorrect.

Contractor shall forward copies of the invoices received from the CBEC for flaggers and a summary of the flagging costs incurred that exceed the Contractors' requirements described in this Special Provision, to the Engineer with a request for payment for the additional railroad flagger costs. Engineer will review Contractor's daily logs against the 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 all flagging costs. Flagging costs for subcontracted work shall be the responsibility of the Contractor. Reimbursement from subcontractors to the Contractor shall be the sole responsibility of the Contractor.

Contractor shall forward, to the Engineer, copies of payments made to Railroad for flagging costs.

150071.06 SAFETY OF OPERATIONS.

Personnel employed by the Contractor or subcontractors shall 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 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 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 the supporting documents, shall be forwarded to the Railroad for review and approval.

Contractor shall notify the Railroad in writing no less than seven calendar days in advance of the proposed time of the beginning of the construction of the piers, supports, or structures adjacent to the track(s).

150071.07 TEMPORARY CLEARANCES.

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

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 than the above are required for any part of the work, Contractor shall secure written authorization from 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.

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.

150071.08 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's 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.

150071.09 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.

150071.10 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.

In addition to the requirements of Article 1107.02 of the Standard Specifications, the 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.

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.

150071.11 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.

150071.12 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-150071.10.