



**SPECIAL PROVISIONS  
FOR  
WORK ON RAILROAD RIGHT-OF-WAY  
(IOWA INTERSTATE RAILROAD)  
Permit Number 17-100-MP476.62**

**Pottawattamie County  
STP-S-CO78(197)--5E-78**

**Effective Date  
MAY 15, 2018**

**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.**

**A. PERMITS.**

Contractor shall, before entering upon Iowa Interstate Railroad, Ltd. (Railroad) property for performance of work secure permission from Railroad's Representative, Assistant Chief Engineer, Engineering Services, for occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation and general safety regulations. (In this specification, references to the Railroad's Assistant Chief Engineer is intended to mean the following: Railroad's Assistant Chief Engineer - Engineering Services or authorized representative).

Contractor shall provide County of Pottawattamie, Iowa (Agency) 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 Representatives and shall not damage Railroad property or interfere with their operations.

Railroad's Representatives will at all times have jurisdiction over the safety of Railroad operations, and the decision of Railroad's Representatives 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.

Contractor shall contact Railroad at least 72 hours prior to access on Railroad Property. Contractor shall contact Greg Mitchell as noted below:

Greg D. Mitchell  
Assistant Chief Engineer, Engineering Services  
Iowa Interstate Railroad, Ltd.  
5900 6<sup>th</sup> Street SW  
Phone: 319-298-5424  
Cedar Rapids, Iowa 52404  
[gdmitchell@iaisrr.com](mailto:gdmitchell@iaisrr.com)

**B. 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.

**C. CONTRACTOR SAFETY ORIENTATION.**

No employee of the Contractor, its subcontractors, agents or invitees that is working on the project may enter the 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.

The Iowa Interstate Railroad (IAIS) requires all personnel, who will be in the right-of-way, to participate in the IAIS Contractor Orientation Training Program.

Information on approved safety courses can be obtained from Railroad's authorized representative, Greg Mitchell or Tom Bentley.

**D. RAILROAD TRACK PROTECTION SERVICES.**

Track protection services required by the 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 the 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 Agency 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.

**E. 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 changed, Contractor shall pay on the basis of the new rates.

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

**F. 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 Agency and Railroad.

After review by the Agency, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the State 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 to the proposed time of the beginning of the construction of the structures adjacent to the track(s).

**G. 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: 25.0 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's Assistant Chief Engineer 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.

**H. 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's Representatives.

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 Agency for review and concurrence before work is performed.

**I. 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 or 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.

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

In addition to the standard insurance requirements of the Agency 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 Iowa Interstate Railroad Ltd. 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 material or substances.

The above policies shall contain a waiver of the right 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 \$8,000,000 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 Ltd.

Before 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). The policies shall provide for no less than 30 calendar days prior written notice to the Railroad and Agency of cancellation of or any

material change in, the policies.

Following award of the Contract, the Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Agency (if other than the Department), and certified, true, and complete copy of policy or policies to the Agency and Railroad. If certified duplicates are requested they shall be furnished at no cost to the Agency or Railroad. The contractor shall not commence work upon or over Railroad's ROW until the Railroad has notified the Agency 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.

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 Agency may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The Agency 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 Agency with such revised policy or policies therefore.

**2. Insurance required of Subcontractor.**

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

**K. 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 or 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.

**L. 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.

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

Railroad Protective Liability Insurance for Iowa Interstate Railroad Ltd. required by this specification beyond those required by the Agency Standard Specification 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 Agency and Railroad per section J.