



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY (IOWA INTERSTATE RAILROAD)**

**Poweshiek County
STPN-146-2(40)--2J-79**

**Effective Date
April 15, 2025**

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

1.01 General

1.01.01 Contractor shall cooperate with Iowa Interstate Railroad, LLC (IAIS), hereinafter referred to as "Railroad" where work is over, under, on, or adjacent to Railroad property, and/or right-of-way, hereafter referred to as Railroad property, during work which shall not interfere with the safe and continuing use and operation of trains, engines, railcars, or other rail equipment on Railroad property or otherwise endanger Railroad employees.

1.01.02 Contractor's right to enter Railroad's property is subject to the absolute right of the Railroad to cause the Contractor's work on Railroad's property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's property, employees, and/or operations.

1.01.03 Contractor shall notify the Engineer and also the Railroad's representative; John Caflisch, Iowa Interstate Railroad Company, 203 2nd St SE, Suite 500, Cedar Rapids, IA 52401; email: jcaflisch@iaisrr.com; telephone number: 319.298.5409; at least 28 calendar days before commencing work over, under, on, or adjacent to Railroad property.

Contractor's notification to Railroad shall include a schedule outlining activities needing track protection services and refer to Railroad's file number.

1.01.04 Before commencing work on a pier or structure adjacent to a 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's Representative for review. This submittal shall include the proposed method of installation and removal and be accompanied by supporting data, including design computations, logs of soil borings, and other pertinent information. Calculations shall take into consideration Railroad surcharge loading and shall be designed to meet American Railroad Engineering and Maintenance-of-Way Association (AREMA) Cooper E-80 live loading standard.

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 together with the supporting documents, shall be forwarded to the Railroad's Representative for review and approval. The Contractor will not be relieved of responsibility for results obtained by the implementation of said approved plans.

1.01.05 Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner.

1.02 Railroad Requirements

1.02.01 Contractor shall comply with the rules and regulations of Railroad and the instructions of the Railroad's representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants or licensees, at and in the vicinity of the work area during construction.

1.02.02 Contractor shall perform work in such manner and at such times that shall not endanger, delay, or interfere with the safe and timely operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants, or licensees.

1.02.03 Contractor shall take protective measures as are necessary to keep Railroad facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from the construction operations. Contractor shall provide a track shield during demolition of existing structures or removals that could potentially foul the track. Design of the track shield shall be per the attached Track Shield Detail. Costs for track shield shall be incidental to demolition or removals. Track shield required for unanticipated construction, such as unbid Class B deck repair, will be paid for according to Article 1109.03, B of the Standard Specifications. Damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by Railroad and the cost of such repairs or replacement shall be paid by the Contractor.

1.02.04 Contractor shall notify the Railroad's representative and provide blasting plans to the Railroad for review a minimum of 10 calendar days prior to conducting blasting operations adjacent to or on Railroad's property.

1.02.05 Contractor shall abide by the following clearances during construction:

- 25.0 feet horizontally from centerline of nearest track, measured at right angles thereto,
- 23.0 feet vertically above top of rail (Temporary Falsework Clearance may be reduced to 21.5 feet subject to Railroad and Public Utilities Commission approval),
- 27.0 feet vertically above top of rail for electric wires carrying less than 750 V,
- 28.0 feet vertically above top of rail for electric wires carrying 750 V to 15 kV,
- 30.0 feet vertically above top of rail for electric wires carrying 15 kV to 20 kV, and
- 34.0 feet vertically above top of rail for electric wires carrying more than 20 kV.

1.02.06 Desired infringement within clearances due to Contractor's operations shall be submitted to the Railroad and Engineer and shall not be undertaken until approved in writing by the Railroad and Engineer. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval.

1.02.06a Along outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for Railroad's use in walking along trains, extending to a line not less than 12 feet from centerline of track, shall be maintained. Temporary impediments to walkways and track drainage encroachments or obstructions allowed

during working periods shall be removed prior to the end of the work period. Walkways with railings shall be constructed by Contractor over open excavations when near track, and railings shall not be closer than 10 feet horizontally from center line of tangent track or 11 feet from centerline of curved track.

1.02.07 In the case of impaired vertical clearance above top of rail, Railroad will have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad employees or rail traffic. The cost of tell-tales or protective devices shall be borne by the Contractor.

1.02.08 Details of construction affecting the Railroad's tracks and property not included in the contract plans shall be submitted to the Railroad by the Engineer for approval before work is undertaken and this work shall not be undertaken until approved by the Railroad.

1.02.09 Temporary Crossing

At other than established public road crossings, the Contractor shall not move any equipment or materials across the Railroad's property until permission has been obtained from the Railroad. If the Contractor requires a temporary Railroad crossing the Contractor shall arrange for the crossing installation at a mutually acceptable location at the Contractor's expense to include all Railroad costs of installation, maintenance, removal, and track restoration. Prior notice of need for a temporary crossing needs to allow for Railroad site review, cost estimating, securing material, and work crew scheduling and will vary. The Contractor should contact the Railroad prior to making a bid when a temporary crossing is required. Temporary crossings will not generally be granted. Any requests will require a detailed use plan for Railroad review.

Temporary private crossing shall always be gated and locked when not required for use by the Contractor. The billing, Contractor payment provisions, and final Contractor payment requirements for crossing costs except flagging are to be covered as agreed to in a separate agreement between the Contractor and the Railroad.

Equipment and vehicles crossing at an existing and open public grade crossing must be registered for use on public roadways. Vehicles not registered for use on public roadways shall obtain track protection as outlined in Section 1.03

1.02.10 Contractor, upon completion of the work, shall promptly remove from the premises of Railroad all of Contractor's tools, implements, and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee, or agent of Contractor or of any subcontractor, and shall cause said premises to be left in a condition acceptable to the Railroad's representative.

1.03 Protection of Railroad Facilities and Railroad Track Protection Services

Railroad will have the right to provide, at the expense of the Contractor, a flagman or flagmen or other protective services at any time during construction of that portion of the project on or near Railroad right-of-way when, in the opinion of the Railroad, it is necessary as a matter of protection and safety to track and train operations. Any time track protection services are not being provided, Contractor shall provide and maintain an effective physical barrier at a distance of 25 feet from track centerline to prevent unauthorized trespassing. Physical barrier shall 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 or signs may be used to accommodate varying construction sites with approval of Railroad.

1.03.01 Contractor shall give a minimum of 28 working days notice to the Railroad's representative in advance of when flagging services will be required.

1.03.02 Railroad flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under, or within 25 feet measured horizontally from center line of the nearest track, and when cranes or similar equipment are positioned outside of 25 feet measured horizontally from the track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto, for the following conditions:

1.03.02a When in the opinion of the Railroad's representative it is necessary to safeguard Railroad's employees, trains, engines, facilities, and property.

1.03.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to movement or settlement.

1.03.02c When work, in any way interferes with the safe operation of trains at timetable speeds.

1.03.02d When any hazard is presented to Railroad track, communications, signal, electrical, or other facilities either due to persons, material, equipment, or blasting in the vicinity.

1.03.02e Special permission shall be requested from the Railroad before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

1.03.03 Costs for track protection is \$175.00 per hour straight time and \$255.00 per hour overtime as of January 2025, which includes employee pay, vacation allowance, paid holidays, Railroad and Unemployment Insurance, Public Liability and Property Damage Insurance, Health and Welfare Benefits, transportation, meals, lodging, and supervision, for an 8 hour basic day, with double time for rest days and holidays. A regular workday is 7:00 a.m. to 3:00 p.m. unless otherwise arranged. Weekends and holidays are considered overtime. These rates are subject to increases which may result from Railroad Employees-Railroad Management negotiations or which may be authorized by Federal authorities. The Contractor will be billed on actual costs in effect at the time the work is performed.

Track protection will generally consist of one Railroad employee or Railroad contractor qualified on Railroad track safety and operating rules and practices. Additional personnel may be required to protect Railroad operations and property, if deemed necessary by the Railroad's Representative. Cost for additional personnel will be in addition to the base track protection charge.

A minimum of a 48 hours notice is required to schedule track protection; this is also subject to available resources. In addition, Contractor may be required to fill out a credit application prior to scheduling.

Each time track protection is scheduled, the minimum period for billing will be 8 hours, except when previously agreed upon by both parties. If Track Protection Services have been scheduled and are no longer needed, a minimum 24 hour written cancellation notice is required. If written cancellation has not been received prior to the minimum 24 hour notice, IAIS will charge a minimum 8 hour charge for late cancellation or no shows. Billing time includes travel time to and from Railroad employee's reporting location. Overtime rates apply outside of Railroad employee or Railroad contractor's standard working hours.

1.03.03a Reimbursement to the Railroad.

Rates of pay for track protection shall be those rates presented during the period for which track protection was provided as outlined in Article 1.03.02.

Rates of pay for Railroad employees engaged in activities other than track protection 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 based on the new rates.

Contractor shall reimburse, monthly, the Railroad for costs of all services performed by Railroad for the Contractor, and furnish the Engineer written evidence that Railroad has acknowledged receipt of same before final payment will be made for the project. In the event the Contractor fails to reimburse the Railroad, the Contracting Authority will reimburse the Railroad within 30 calendar days of the Contractor defaulting on the payment (default is defined as non-payment within 30 calendar days of final billing by the Railroad to the Contractor). Failure of the Contractor to reimburse the Railroad may result in a reduction or suspension of the Contractors bidding qualifications according to Article 1102.03 of the Standard Specifications.

1.03.03b Documentation and Reimbursement to the Contractor.

Contractor shall initially pay invoices for all track protection costs in conjunction with Railroad track protection services when any of the conditions identified in this Special Provision, warrant track protection. Contracting Authority will reimburse the Contractor for any daily cost that exceeds \$1,400 per day for the cost of track protection services provided by the Railroad. Contracting Authority will reimburse the 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 track protection'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 invoices have been paid.

For each day that Railroad track protection has been provided, the Contractor shall document daily the conditions on the project site that warrant the track protection. Contractor shall submit the daily records to the Engineer each week. The Engineer will review the daily logs and promptly notify the Contractor if any information in the daily log is believed to be incorrect.

Contractor shall forward copies of the invoices received from the Railroad for track protection and a summary of the track protection costs incurred that exceed the Contractors' requirements described in this Special Provision, to the Engineer with a request for payment for the additional Railroad track protection costs. Engineer will review the Contractor's daily logs against the Railroad's invoice and make payment for the eligible costs in accordance with Article 1109.03 of the Standard Specifications.

Contractor shall be responsible to Railroad for all track protection costs. Track protection 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 track protection costs.

1.03.03c Final payment to the Contractor will not be made by the Engineer until all track protection or other protective services and/or temporary grade crossing expenses have been billed and paid to the Railroad. Contractor shall provide to the Engineer monthly copies of invoices and evidence of payment to the Railroad.

1.03.03d 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 track protection is required, will be subject to a minimum \$5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by Railroad or Engineer from the project.

1.04 Contractor General Safety Requirements

1.04.01 Safety is of the utmost importance in performing work on the Railroad's property. The Railroad does not assume the control or responsibility of the Contractor to provide safe working conditions for the Contractor or subcontractors in requiring the Contractor to follow the Railroad's General Safety Requirements.

1.04.02 Work in the proximity of a Railroad track is potentially dangerous. The Contractor, subcontractors, and invitees are governed by the following Safety Rules and General Safety Requirements while on Railroad property. The Contractor is responsible for enforcement of these Safety Rules and Requirements. The Railroad has the right to bar the Contractor, subcontractors, and invitees from working on Railroad property if the Railroad deems such persons are acting in an unsafe manner. If Engineer or Railroad are of the opinion that work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Engineer may suspend work until proper protective measures are adopted and provided.

1.04.03 Contractor shall have a Safety Officer on staff. The Contractor's Safety Officer shall review the safety guidelines contained below to familiarize their employees with safety issues that exist when working in a Railroad environment. This should be reviewed at least weekly, and with any new employee working on Railroad property. It is the responsibility of the Contractor's Supervisor and/or Safety Officer to instruct their employees on the Railroad's Safety guidelines and to require compliance with these guidelines.

1.04.04 Contractor shall ensure that prior to any employees of the Contractor, subcontractors, agents, or invitees entering Railroad property they have successfully completed the Contractor Orientation Training as noted in this specification. A current list of NRSS trained personnel shall be maintained with the Railroad and the Engineer. This course shall be completed annually for contracts exceeding 1 year.



Contractor Orientation Training

Includes Elements of Roadway Worker Protection

Title 49 CFR Part 214, Subpart – C

Latest Revision: July 1, 2014

Iowa Interstate Railroad (IAIS) requires all personnel, who will be in the right of way, to participate in the IAIS Contractor Orientation Training Program. The program is designed to help personnel avoid putting themselves in a position of peril on our property. This is accomplished through basic training on how to stay safe and aware around live Railroad tracks.

IAIS training contractor is **National Railroad Safety Services (NRSS)**. Your contact for scheduling, cancellations or questions is Les Hanlon (see contact information below).

Contractor Orientation Training session generally runs from 2 to 2 1/2 hours in duration and includes a 25 question multiple-choice exam. Only participants passing the examination will be permitted on the property. A qualification (photo) ID badge will be issued to each participant after the exam, indicating training date, expiration date; training is good for a period of 12 months. The issued badge must be worn at all times while working within the IAIS property. If any person on the property cannot produce a valid (photo) training badge, said person will not be allowed onto the property until a valid (photo) badge is produced.

Training Options:

1. Webinar – so long as all requirements can be met, this training can be conducted via the Internet. Requirements are as follows: Two way video and voice must be established of high enough quality (HD preferred) that will allow the students to interact with the trainer. Up to ten locations can be connected during the time of training. Your designated person will print the test, distribute, collect and fax/email back to the instructor for grading. A live review will be conducted with the students after the test.
2. Your facility (or you rent facility) – additional charges include trainer's travel time/mileage/hotel/Per Diem.
3. NRSS (Chicago) Training Facility, 1801 N. Mill Street, Suite R, Naperville, IL 60563.

Fee Schedule:

- 1 to 4 individuals = \$180.00.
- Each additional individual = \$45.00.
- Maximum Class size in Chicago = 30.
- Training hosted at your facility: \$70.00 per hour instructor(s) travel time, \$0.56 per mile (portal to portal) or current IRS rate, \$139.00 per night hotel stay, \$55.00 per day meal allowance, plus any miscellaneous expenses occurred at actual costs.
- Interpreter (Spanish) fee = \$100 per class.

Scheduling:

- Classes will be scheduled between the hours of 7:30 am to 4:00 pm CST, Monday through Friday. After hours and/or Saturday classes can be scheduled for an additional fee.
- NRSS requires 72 hours advanced notice for scheduling.
- Scheduling is first come, first serve basis.
- If any participants require special accommodations, notify NRSS during scheduling.
- If participants require training/materials in Spanish and presented bilingual, make this request at the time of scheduling.
- Your contact for scheduling is:

Les Hanlon

Office: (301) 378-8337

Mobile: (513) 716-7677

Email: lhlanlon@nrssinc.net

Additional Instructions:

- Cancellations must be made (via email) 24 hours in advance (weekday) prior to the scheduled training class.
- NRSS reserves the right to cancel for any reason (usually weather related) with no charge to the client. Class will be rescheduled at the earliest opportunity.
- Photo badges will be mailed via UPS Ground Service within 2 business days of successful completion of the test.

- An invoice will be emailed to the client point of contact after class completion. Payment will be accepted via credit card over the phone or by mailed check.
- Returned/bounced check fee \$50.00. Replacement training badge fee = \$10.00 each.
- Expedited delivery service (UPS) of badge(s) is available at an additional fee.
- Each participant must produce a valid photo ID prior to taking the training class.
- Anyone failing to comply with the rules while in the right of way will be subject to removal and surrender the issued training badge.

Unless otherwise requested, all training will be conducted in English.

1.04.05 Before beginning any task on Railroad property, a complete job safety briefing shall be conducted with all individuals involved with the task, and again if the task changes. If the task is within 25 feet of any track, the job briefing shall include the Railroad's flagger and include the procedures the Contractor will use to protect its employees, subcontractors, agents, or invitees from moving any equipment adjacent to or across any Railroad tracks.

1.04.06 Safety rules cannot be all-inclusive. Workers shall refrain from unsafe and improper practices, including the violation and/or disregard of written rules and regulations, and rules of common sense.

1.04.06a Use of alcoholic beverages, intoxicants, narcotics, marijuana, and other controlled substances by employees subject to duty or their possession or use while on duty or on Railroad's property is prohibited. Workers shall not report for duty under the influence of any alcoholic beverage, intoxicant, narcotic, marijuana, or other controlled substance, or medication, including those prescribed by a doctor, that may in any way adversely affect their alertness, coordination, reaction, response, or safety.

1.04.06b Damage to Railroad property, or if a hazard is noticed on passing trains, shall be reported immediately to the Railroad's representative. A vehicle or machine which may come in contact with a track, signal equipment, or structure (bridge) could result in a train derailment and shall be reported by the quickest means possible to the Railroad's representative. Local emergency numbers shall be obtained from the Railroad representative prior to the start of any work and shall be posted at the job site.

1.04.06b1 Emergency Contact Information: IAIS Dispatch 800.321.3891, include Work Location = IAIS Railroad Mile Post 417.720 (I-80).

1.04.06c All persons are prohibited from having firearms or other deadly weapons, including knives with a blade in excess of three inches, in their possession while working on Railroad's property, except those authorized to have them in the performance of their duties or those given special permission.

1.04.06d When working on Railroad's property, the Contractor's employees shall wear eye protection meeting ANSI 287.1, however additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site; protective headgear meeting ANSI 289.1; and above-the-ankle, lace-up, hardened toe safety boots with a defined heel, all approved by OSHA. Only waist length shirts with sleeves and trousers covering the entire leg shall be worn. Flare-legged trouser bottoms shall be tied to prevent catching. High visibility retroreflective vests are required in certain locations as specified by the Railroad's representative. Particular attention to footing and the use of proper footwear is essential when working in snow or other slippery conditions. Hearing protection, fall protection, and respirators shall be worn as required by State and Federal regulations.

1.04.06e Workers shall not work nearer than 25 feet to the centerline of any track without proper track protection provided by the Railroad. If track protection is provided, every employee shall know: (1) who the Railroad Employee In Charge (EIC) is, and how to contact the Railroad EIC, (2) limits of the track protection, (3) the method of communication to stop and resume work, and (4) entry into flag/work limits when designated. Workers or equipment entering track protection limits that were not previously job briefed shall notify the Railroad EIC immediately and be given a job briefing if working at less than 25 feet from center line of track.

1.04.06f Contractor shall not pile or store any materials or equipment closer than 25 feet to the centerline of the nearest Railroad track.

1.04.06g Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and if equipped with blade, pan, or bucket, they shall be lowered to the ground. All machinery and equipment left unattended on Railroad right-of-way shall be left inoperable and secured against movement. Heavy equipment operating within Railroad right-of-way shall be equipped with audible back-up warning devices. If in the opinion of the Railroad the Contractor's equipment is unsafe for use on Railroad right-of-way, Contractor shall remove such equipment from Railroad right-of-way.

1.04.06h Machinery or equipment shall not be stored or left temporarily near a highway/rail at-grade crossing in a manner to interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor shall establish a storage area with concurrence of the Railroad's representative.

1.04.06i Contaminates shall not be discharged on Railroad property. Should any discharge occur, the Contractor shall report by the quickest means possible to the Railroad's representative. (This includes oils, diesel fuel, gasoline, etc.).

1.04.06j Contractor shall not create and leave any conditions at the work site that would interfere with water drainage.

1.04.06k Safeguards and safety signs shall be kept in place and in good condition. It is the responsibility of the Contractor to provide same.

1.04.06l Before excavating, it shall be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems that either cross or run parallel with the track which are located within the project's work area. Excavating on right-of-way could result in damage to buried cables resulting in delay to Railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. Before any excavation commences, the Contractor shall provide written notification to the Railroad's Representative at least 10 working days. Underground and overhead wires shall be considered high voltage and dangerous until verified with the company having ownership of the line. The Contractor shall notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

1.04.06m Contractor shall cease work and the Railroad shall be notified immediately before continuing excavation in the area if obstructions are encountered that do not appear on drawings. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. There will be no exceptions to these instructions.

1.04.06n Excavations, regardless of depth shall be shored where there is any danger to tracks, structures, or employees.

1.04.06o Excavations, holes, or trenches on the Railroad's property shall be covered, guarded, and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that Railroad employees who might be working in the area are protected from all hazards. All excavations shall be back filled as soon as possible.

1.04.06p All power line wires shall be considered dangerous and of high voltage unless informed to the contrary by proper authority. For lines rated 50 kV or below, minimum clearance between the lines and any part of the equipment or load shall be 10 feet. For lines rated over 50 kV, minimum clearance between the line and any part of equipment or load shall be 10 feet plus 0.4 inches for each 1 kV over 50 kV. If the capacity of the line is not known, minimum clearance of 20 feet shall be maintained. The Contractor shall designate a person to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.04.06q When Contractor employees are required to work on the Railroad property after normal working hours or on weekends, the Railroad's representative shall be notified. A minimum of two Contractor employees shall be present at all times.

1.04.06r In all cases of doubt or uncertainty, the safest course shall be taken.

1.05 Personal Injury Reporting

Railroad is required to report certain injuries as a part of compliance with Federal reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor, or invitees while on the Railroad's property shall be reported immediately (by phone, mail if unable to contact in person) to the Railroad's representative.

1.06 Indemnification.

As used in this section, Railroad includes other Railroad companies using the Railroad's property and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from the following:

- Injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and
- Damage to or loss or destruction of property whatsoever (including Contractor property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody)

1.06.01 To the fullest extent permitted by law, the Contractor shall release, indemnify, defend, and hold harmless the Railroad and its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, "indemnitees") for, from and against any and all losses, as defined above, of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part):

- (a) this specification, including, without limitation, its environmental provisions,
- (b) any rights or interests granted pursuant to this specification,
- (c) occupation and use of the Railroad property by the Contractors, or anyone directly or indirectly employed by them, or anyone they control or exercise control over,
- (d) the environmental condition and status of the premises caused by or contributed to by the Contractor,

- (e) Contractor's breach of any term or condition of its contract with the Contracting Authority, or
- (f) any act or omission of the Contractor.

The only losses with respect to which the Contractor's obligation to indemnify the indemnitees does not apply are losses to the extent proximately caused by the gross negligence, or willful misconduct of an indemnitee.

1.06.02 Contractor shall now and forever waive any and all claims, regardless whether based on strict liability, negligence or otherwise, that the Railroad is an "owner", "operator", "arranger", or "transporter" with respect to the improvements for the purposes of CERCLA or other environmental laws.

1.06.03 Contractor shall to the fullest extent permitted by law indemnify, defend, and hold harmless the indemnitees against and assume the defense of any losses asserted against or suffered by any indemnitee under or related to the Federal Employers' Liability Act (FELA) whenever employees of indemnitee or any of its agents, invitees, contractors claim or allege that they are employees of any indemnitee or otherwise. This indemnity shall also extend, on the same basis, to FELA claims based on actual or alleged violations of any federal, state or local laws or regulations, including but not limited to the safety appliance act, the boiler inspection act, the occupational health and safety act, the resource conservation and recovery act, and any similar state or federal statute.

1.07 Insurance Form and Submittal

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). 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, the 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. The Contractor shall not begin work upon or over Railroad's ROW until the Railroad has notified the Engineer 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.

1.07.01 Contractor shall procure and maintain, from beginning to end of construction work on or about Railroad property, the following insurance coverage types and limits:

1.07.01a Railroad Protective Insurance

Contractor shall provide for and on behalf of the Railroad, Railroad Protective Insurance as stated in the Code of Federal Regulations, Title 23, Part 646, and any revisions thereto issued by the Federal Highway Administration for damages due to bodily injury or death of persons, and injury to or destruction of property resulting from the operations of the Contractor, subcontractors, or their agents, officers, or employees on this project.

Railroad Protective Liability Insurance is required if there is any construction or demolition activities. This insurance shall name only the Railroad as the Insured on an Occurrence Form Railroad Protective Policy with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and on ISO form CG 28 31 10 93.
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy shall be provided to the Engineer and Railroad prior to performing work.

Contractor shall 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>

The US DOT Crossing Inventory Number will be located in 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.

1.07.01b Commercial General Liability Insurance

This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$4,000,000 each occurrence and an aggregate limit of at least \$8,000,000. Coverage shall be purchased on ISO occurrence form CG 00 01 12 04 or a substitute form providing equivalent coverage. This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "IAIS Railroad LLC Property" as the designated job site.
- ◆ Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

1.07.01c Business Automobile Insurance

This insurance shall be written on ISO Form CA 00 01 (or a substitute form providing equivalent coverage) and shall contain a combined single limit of at least \$5,000,000 per occurrence. The policy shall contain the following endorsements, which shall be stated on the certificate of insurance:

- ◆ Coverage for Certain Operations in Connection with Railroads ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "IAIS Railroad Property" as the designated job site
- ◆ Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90), if required by law

1.07.01d Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance shall cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

1.07.01e Umbrella or Excess Insurance

If the Contractor utilizes umbrella or excess policies, these policies shall "follow form" and afford

no less coverage than the primary policy.

1.07.01f Other Requirements

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better and authorized to do business in the State of Iowa. If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railroad herein. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to remove contractor from or deny entry of Contractor to Railroad property immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder. The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad except in those instances of gross negligence or intentional misconduct. In addition, its insurers, through policy endorsement, to waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance shall reflect waiver of subrogation endorsement. Contractor shall waive its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody, or control. Contractor's insurance policies through policy endorsement, shall include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Railroad. The certificate of insurance shall reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and employers Liability), shall include a severability of interest endorsement and shall name Railroad as an additional insured using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent Coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for the Railroad's negligence whether sole or partial, active or passive, and shall not be limited to Contractor's liability under the indemnity provisions contained above. Severability of interest and naming Railroad as an additional insured shall be indicated on the certificate of insurance.

Contractor will not be allowed to self-insure without the prior written consent of Railroad. If granted, any deductible, self-insured retention, or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. All Railroad liabilities that would otherwise, in accordance with the provisions of this specification, be covered by Contractor's insurance shall be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Contractor represents that this specification has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by the contract documents. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

For purposes of this section, Railroad shall mean "IAIS Railroad LLC Inc. and the subsidiaries, successors, assigns, and affiliates of each.

1.07.02 Insurance policy(ies) and a copy of the Certificate of Liability shall be sent to Railroad's representative. Copy(ies) shall also be submitted in a digital format to the Iowa DOT through Doc Express.

1.08 Company Operations.

Contractor shall be advised that trains or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with train schedules in this location and times and structure its bid assuming intermittent track windows in this period, as defined below. All Railroad tracks within and adjacent to the work are active and rail traffic over these tracks shall be maintained throughout the contract. Railroad traffic and operations may occur continuously throughout the day and night on these tracks and shall be maintained at all times. The Contractor shall coordinate and schedule the work so construction activities do not interfere with Railroad operations. Work windows for this contract shall be coordinated with the Engineer. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1.08.01 Conditional Work Window

A period of time that Railroad operations have priority over construction activities. When construction activities may occur on or adjacent to Railroad tracks within 25 feet of the nearest track, a Railroad EIC will be required. At the direction of the Railroad EIC, upon approach of a train, and when trains are present, tracks shall be cleared (i.e., no construction equipment, materials, or personnel within 25 feet, or as directed by the Railroad, from the tracks). Conditional Work Windows are available for the contract.

1.08.02 Absolute Work Window

A period that construction activities are given priority over Railroad operations. During this time frame the designated tracks will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the tracks or signals shall be completely operational for train operations and all Railroad and Federal Railroad Administration requirements, codes, and regulations for operational tracks shall be met. In the situation where the operating tracks or signals have been affected, the Railroad will perform inspections of the work prior to placing back into service. A Railroad EIC will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for Railroad review.

1.08.03 Requests

Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least 2 weeks in advance of the work for which the request is being made. The request shall include:

- Exactly what the work entails.
- Days and hours the work will be performed.
- Exact location of work, and proximity to the tracks.
- Type of window requested and amount of time requested.
- The Contractor's designated contact person.

Contractor shall provide written notice to the Railroad at least 48 hours before commencing work in connection with approved work windows when work will be performed within 25 feet of any track center line.

1.09 Method of Measurement and Basis of Payment

Railroad Protective Liability Insurance for Iowa Interstate Railroad LLC 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

