



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY (LANDUS COOPERATIVE)**

**Polk County
HDP-1945(411)--71-77**

**Effective Date
January 22, 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.

PART 1 – GENERAL

1.01 General

The Contractor shall abide by all sections in this Special Provision when working on or above the area that encompasses a horizontal envelope of 25 feet on each side of the centerline of the LANDUS spur track (herein referred to as the 'envelope'). The LANDUS spur track is defined as the track on LANDUS property that extends north of the Burlington Northern Santa Fe (BNSF) operated rail switch at the BNSF operated mainline rail track. The Contractor shall abide by all safety requirements, protective services, training, and insurance requirements as outlined in both the Burlington Northern Santa Fe (BNSF) and Norfolk Southern Railway (NSRR) Special Provisions for this project when working within the LANDUS spur track envelope.

1.02 Authority Of LANDUS.

- A. Landus Cooperative, hereinafter referred to as "LANDUS", and their authorized representatives shall have complete and final authority in all matters affecting the safe maintenance of the railroad track and usage of railroad traffic along the LANDUS private spur railroad track that services the LANDUS facility in Pleasant Hill, Iowa. The LANDUS authorized representatives shall have authority over all other matters as prescribed herein and in this Special Provision.
- B. During construction of this project, the current LANDUS authorized representatives include Jon Setterdahl, Kyle Lehman, and Dennis Frohwein. LANDUS may designate other authorized representatives at any time and if so, will provide the additional contact information to the Engineer and the Contractor. The contact information of the LANDUS authorized representatives including the following:

Jon Setterdahl
LANDUS - Executive Vice
President of Operations
220 SW 9th St, Ste 300, Des
Moines, IA 50309
O: (515)571-2644
C: (515)571-2644
Jon.Setterdahl@landus.ag

Kyle Lehman
LANDUS - Hub Lead
1095 T Ave, Boone, IA 50036
O: (515) 432-4563
C: (574) 536-1924
Kyle.Lehman@landus.ag

Dennis Frohwein – (Primary on-site first Contact)
LANDUS - Hub Superintendent
1700 S Pleasant Hill
Pleasant Hill, IA 50327
O: (515) 263-9813
C: (515) 231-5431
Dennis.Frohwein@landus.ag

- C. The City's General Contractor, hereinafter referred to as the "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed in this Special Provision.
- D. Terms and conditions of this Special Provision are subject to change by a process where LANDUS submits the desired change(s) to the City for review, and the Engineer approves the changes and will notify the Contractor.

1.03 Authorization To Proceed.

- A. The Contractor shall not commence mobilizing within the LANDUS spur track envelope until the Contractor has complied with the following conditions:
 - 1. Obtained written approval from the Engineer and LANDUS of the Railroad Protective Liability Insurance coverage. It should be noted that LANDUS does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as LANDUS must have the full original countersigned policy. Further, please note that the mere receipt of the policy is not the only issue but review for compliance.
 - 2. Held a pre-construction meeting between the Contractor, Engineer, and LANDUS representative(s). During the meeting contact names, phone numbers, and email addresses for all parties must be exchanged between LANDUS, Engineer, and Contractor.
 - 3. Furnished a schedule for all construction activities which may impact the LANDUS operations or within the LANDUS spur track clearances. This schedule is to be updated every month and provided to both the Engineer and LANDUS.

1.04 Notice Of Starting Work.

Before undertaking any construction activities within the LANDUS spur track envelope, the Contractor shall notify all LANDUS authorized representative(s) at least 72 hours in advance of any construction activities that may impact LANDUS use of their railroad tracks.

1.05 Interference with Railroad Operations.

- A. The Contractor shall so arrange and conduct the Contractor's work so there will be NO interference with LANDUS rail operations, including but not limited to, train usage and services, or damage to the property of LANDUS.

- B. LANDUS representative(s) indicated to the City that the LANDUS Pleasant Hill facility receives an average of 2 to 4 incoming and outgoing trains per month. However, the actual number of trains per month may vary, including but not limited to the fall harvest season. The trains can arrive anytime 24 hours a day, 7 days a week, all year long. LANDUS representative(s) typically get notified 2 days or more prior to planned train arrival. LANDUS representative(s) will then notify the Contractor and the Engineer within 1 day or less of receiving notice of an incoming train to their Pleasant Hill facility. LANDUS representative(s) will email the designated representatives of the Contractor and the Engineer when providing advanced notice incoming rail traffic.
- C. However, there may be times LANDUS receives shorter notice, and if that happens LANDUS will notify the Engineer and the Contractor immediately, and the Contractor must work to clear the LANDUS spur track in time to allow rail on-time traffic into the LANDUS facility.
- D. During times of no LANDUS rail traffic, the rail switch that connects the LANDUS spur track to the BNSF operated mainline track will be locked out by BNSF to prevent rail traffic from entering the LANDUS facility. BNSF will unlock the switch to allow LANDUS rail traffic to enter the LANDUS facility. No work will be permitted by the Contractor over or adjacent to the LANDUS spur track when rail traffic is present on the LANDUS spur track.
- E. LANDUS representative(s) indicated to the City that trains may be longer and/or extend beyond than the length of their spur track into the BNSF operated mainline track. When this occurs, it will result in longer delays that the Contractor must wait to perform any work over the LANDUS spur track envelope, i.e. for example: Contractor must halt all bridgework activity over the LANDUS spur track envelope.
- F. After LANDUS rail traffic leaves the LANDUS facility, BNSF will lock out the rail switch to prevent any rail traffic entering or exiting the LANDUS spur track. After the switch has been locked out, BNSF will let the Contractor know that the private spur track is locked out and the Contractor may begin work over the LANDUS spur track envelope.
- G. Should conditions arising from, or in connection with the work that require immediate and unusual provisions be made to protect operations and property of LANDUS, the Contractor shall make such provisions immediately. If in the judgment of LANDUS (with Engineer approval) that such provisions are insufficient, the Contractor shall provide such provisions as LANDUS, with Engineer approval, deems necessary.
- H. "One Call" Services may not locate buried private LANDUS utilities. The Contractor shall contact LANDUS representative(s) 7 days in advance of work at those places where excavation, pile construction, or heavy loads may damage any LANDUS underground facilities. Upon request from the Contractor, LANDUS will locate and paint mark or flag LANDUS private underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried LANDUS facility, the Contractor shall coordinate with LANDUS to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of LANDUS and the Engineer.

1.06 Track Clearances.

- A. The Contractor must take protective measures as are necessary to keep LANDUS railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from the Contractor's operations.

- B. The minimum track clearances to be maintained by the Contractor during construction are shown on the plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22 feet 0 inches above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 25 feet 0 inches from centerline of nearest track shall be maintained at all times.
 3. All proposed temporary clearances which are less than those listed above must be submitted to LANDUS and Engineer for approval prior to construction.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
 5. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated 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.

1.07 Construction Procedures.

- A. General.
1. Construction work and operations by the Contractor within the LANDUS spur track envelope shall be:
 - a. In accordance with both BNSF and NSRR project Special Provisions, general rules, regulations and requirements including, but not limited to, safety, fall protection and personal protective equipment.
 - b. In accordance with this Special Provision.
- B. Ballast Protection.
1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
 2. The ballast protection is to extend 25 feet horizontally beyond the proposed limit or boundary of work over the LANDUS spur track envelope, and be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation: No excavations are planned or permitted within the minimum track clearances of the LANDUS spur track.
- D. Pipe, Culvert, & Tunnel Installations: No pipe, culvert, or tunnel installations are planned or permitted within the minimum track clearances of the LANDUS spur track.
- E. Demolition: No demolition of existing structures are planned or permitted within the minimum track clearances of the LANDUS spur track.
- F. Erection & Hoisting Procedures: The Contractor shall adhere to the 'Erection & Hoisting Procedures' as outlined in the Norfolk Southern – Special Provisions for Protection of Railway Interests, November 4, 2022.

- G. Blasting: No blasting is planned or permitted during any portion of the work for the SE Connector project.
- H. Maintenance of Railroad Facilities:
 - 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within LANDUS spur track envelope and repair any other damage to the property of LANDUS.
 - 2. If, in the course of construction, it may be necessary to temporarily block a ditch, pipe or other drainage facility within the LANDUS rail spur track envelope, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Engineer and LANDUS. Upon completion of the work, the temporary facilities shall be removed.
 - 3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- I. Storage of Materials and Equipment:
 - 1. Materials and equipment shall not be stored where they will interfere with LANDUS railway operations, nor within the LANDUS spur track envelope without first having obtained permission from the Engineer and LANDUS, and such permission will be with the understanding that the City and LANDUS will not be liable for damage to such material and equipment from any cause.
- J. Cleanup: Upon completion of the work, the Contractor shall remove from within the LANDUS spur track envelope, all machinery, equipment, surplus materials, falsework, rubbish or temporary structures of the Contractor, and leave said area in a neat condition satisfactory to LANDUS and the Engineer.

1.08 Damages.

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by LANDUS rail traffic.
- B. Any cost incurred by LANDUS for repairing damages to its rail track or property within the LANDUS track clearances, caused by or resulting from the operations of the Contractor, shall be paid directly to LANDUS by the Contractor.

1.09 Haul Across Railroad Track.

No equipment or hauling of material is permitted on the LANDUS spur track or within the LANDUS spur track clearances.

1.10 Cooperation and Delays.

No charge or claim of the Contractor against either the City or LANDUS will be allowed for hindrance or delay on account of LANDUS railway traffic; any work done by LANDUS or other delay incident to or necessary for safe maintenance of LANDUS railway traffic or for any delays due to compliance with these Special Provisions.

1.11 Insurance.

- A. Before the contract is awarded, Contractor shall submit to the Department a certificate of insurance or certificates 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 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 the Railroad.

B. In addition to any other forms of insurance or bonds required under the terms of project documents and specifications, the Contractor shall, at its sole cost and expense, procure and maintain during the life of the project the following insurance coverage:

1. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured shall be amended to remove any exclusion or other limitation for any work being done within 25 feet of the LANDUS spur track.
- Waiver of subrogation in favor of and acceptable to LANDUS.
- Additional insured endorsement in favor of and acceptable to LANDUS.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to LANDUS employees.

No other endorsements limiting coverage as respects obligations under this insurance section may be included on the policy with regard to the work being performed.

2. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
 - Bodily injury and property damage
 - Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.

- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

3. 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 must 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.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

4. Railroad Protective Liability insurance naming only LANDUS as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - Endorsed to include the Pollution Exclusion Amendment
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to LANDUS prior to performing any work or services.
 - Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

C. Other Requirements.

1. Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
2. Contractor agrees to waive its right of recovery against LANDUS for all claims and suits against LANDUS. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against LANDUS for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against LANDUS for loss of its owned or leased property or property under Contractor's care, custody or control.
3. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
4. Contractor is not allowed to self-insure. Any and all LANDUS liabilities that would otherwise be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
5. Prior to commencing services, Contractor shall furnish to LANDUS an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

Steve Nielsen
 LANDUS - General Counsel
 220 SW 9th St, Ste 300, Des Moines, IA 50309

O: (515)817-2189
C: (515)370-4130
Steve.Nielsen@landus.ag

6. Contractor shall notify LANDUS in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
7. Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
8. If any portion of the work/operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming LANDUS as an additional insured, and shall require that the subcontractor shall release, defend and indemnify LANDUS to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify LANDUS herein.
9. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor. Damages recoverable by LANDUS shall not be limited by the amount of the required insurance coverage.
10. In the event of a claim or lawsuit involving LANDUS arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
11. These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
12. For purposes of this section, LANDUS shall all the LANDUS subsidiaries, successors, assigns and affiliates of each.

1.12 Method of Measurement and Basis of Payment.

Railroad Protective Liability Insurance for LANDUS Cooperative will be paid for as a Lump Sum bid item. This payment shall be full compensation for complying with this specification. 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 1.11.