



# Iowa Department of Transportation

## MINUTES OF IOWA DOT SPECIFICATION COMMITTEE MEETING

March 14, 2013

<b>Members Present:</b>	Darwin Bishop Mark Brandl Donna Buchwald Eric Johnsen, Secretary Sandra Larson Gary Novey Tom Reis, Chair Brian Smith Willy Sorensen Tom Jacobson	District 3 - Construction District 6 - Davenport RCE Office of Local Systems Specifications Section Systems Operations Bureau Office of Bridges & Structures Specifications Section Office of Design Office of Traffic & Safety Office of Construction
<b>Members Not Present:</b>	Jim Berger Greg Mulder Dan Redmond	Office of Materials Office of Contracts District 4 - Materials
<b>Advisory Members Present:</b>	Chris Cromwell	FHWA
<b>Others Present:</b>	Brad Azeltine Ed Kasper Mahbub Khoda Wayne Sunday	Office of Location & Environment Office of Contracts Office of Materials Office of Construction

Tom Reis, Specifications Engineer, opened the meeting. The following items were discussed in accordance with the revised agenda dated March 7, 2013:

- 1. Article 1102.17, E, 3, b, 3, Contractors with History of Utilizing DBEs (Disadvantaged Business Enterprise).**  
**Article 1102.17, E, 3, b, 4, b, Administrative Reconsideration of Project Specific Good Faith Effort (Disadvantaged Business Enterprise).**  
**Article 1109.05, E, Required Records (Partial Payments).**

The Office of Contracts requested to eliminate Good Faith Effort points.

- 2. Article 1109.12, Arbitration.**

The Office of Contracts requested to eliminate arbitration from the standard specifications.

- 3. Article 2107.03, N, 1, Use of Unsuitable Soils.**

The Office of Design requested to change a Standard Road Plan reference.

- 4. Article 2213.03, F, 1, HMA Base Widening.**

The Office of Design requested to move language from Standard Road Plan RG-8 to the Standard Specifications.

**5. Article 2302.03, Construction (Portland Cement Concrete Widening).**

The Office of Design requested to move language from Standard Road Plan RG-1 to the Standard Specifications.

**6. Article 2419.03, B, Concrete (Precast Concrete Units).**

The Office of Materials requested to update current requirements for concrete in precast concrete units.

**7. Section 2538, Salvage, Removal, and Disposal of Obstructions.**

The Office of Location and Environment requested to reference updated Iowa DNR requirements.

**8. Article 2538.03, D, 10, Erosion Control.**

The Office of Contracts requested to clarify requirements for erosion control and sediment control devices related to salvage, removal, and disposal of obstructions (demolition projects).

**9. Article 2547.03, Construction (Temporary Stream Access).**

The Office of Construction requested to clarify and address Section 408 Permit requirements.

**10. Article 2601.03, B, 4, Seeding.**

The Office of Design requested to eliminate the fall seeding period for native grass, wildflower, and wetland seed mixes.

**11. Article 2602.01, Water Pollution Control (Soil Erosion).**

The Office of Construction requested to add requirements for water pollution control quality control.

**12. DS-12XXX, Construction or Maintenance Work on Railroad Right-Of-Way (Chicago, Central, & Pacific Railroad Company And Cedar River Railroad Company).**

The Specifications Section requested approval of Developmental Specifications for Construction or Maintenance Work on Railroad Right-Of-Way (Chicago, Central, & Pacific Railroad Company And Cedar River Railroad Company).

## SPECIFICATION REVISION SUBMITTAL FORM

<b>Submitted by:</b> Greg Mulder		<b>Office:</b> Contracts	<b>Item 1</b>
<b>Submittal Date:</b> 2013.02.25		<b>Proposed Effective Date:</b> October 2013 GS	
<b>Article No.:</b> 1102.17, E, 3, b, 3 <b>Title:</b> Contractors with History of Utilizing DBEs (Disadvantaged Business Enterprise) <b>Article No.:</b> 1102.17, E, 3, b, 4, b <b>Title:</b> Administrative Reconsideration of Project Specific Good Faith Effort (Disadvantaged Business Enterprise) <b>Article No.:</b> 1109.05, E <b>Title:</b> Required Records (Partial Payments)		<b>Other:</b>	
<b>Specification Committee Action:</b> Approved as recommended.			
<b>Deferred:</b>	<b>Not Approved:</b>	<b>Approved Date:</b> 3/14/2013	<b>Effective Date:</b> 10/15/2013
<b>Specification Committee Approved Text:</b> See Specification Section Recommended Text.			
<b>Comments:</b> This revision has already been implemented by proposal note. The Office of Contracts is also in the process of eliminating the 80% of the goal provision and rewriting the review process for Good Faith Effort at the recommendation of FHWA.			
<b>Specification Section Recommended Text:</b> <b>1102.17, E, 3, b, 3, Contractors with History of Utilizing DBEs.</b> Delete the Article: <del> <p><b>3) Contractors with History of Utilizing DBEs.</b></p> <p><b>a)</b> A bidder who has demonstrated their ability to utilize DBE firms on both Federal aid and non-Federal aid projects let by the Department in the 24 months prior to the letting will be assumed to have made a Good Faith Effort to achieve the project goal.</p> <p><b>b)</b> The Department's objective evaluation of prior usage of DBE firms will include all contracts let by the Department that were awarded to the Contractor during the 24 months prior to the letting. The calculation will include one point for each percentage of average DBE subcontracted dollars for the 24 months prior to the letting (e.g. an average 7.5% dollars subcontracted to DBE equals 7.5 points)</p> <p>A contractor under consideration for having a history of utilizing DBE firms must have been awarded at least two contracts during the period being reviewed.</p> <p>A contractor under consideration for having a history of utilizing DBE firms must have been awarded a dollar amount of contracts that exceed at least twice the dollar amount of the contract under consideration. For example, to be awarded a \$1,000,000 contract, the contractor under review would have to have been awarded \$2,000,000 in the Annual Good Faith Effort calculation.</p> <p>The Annual Good Faith Effort points used for a letting would be based on the signed contractors and Request for Subcontract forms submitted by 5 calendar days before the letting. The number of points a contractor will need to be considered to demonstrate a history of utilizing DBE firms must exceed 67% of the Department's Annual DBE Goal (e.g. if the Department's annual DBE Goal is 7.8%, the contractor must have over 5.2 points). It is assumed that 67% of the DBE usage will be subcontract work and 33% of the dollars paid to DBE firms will be to DBE firms who have been awarded prime contracts.</p> </del>			

**1102.17, E, 3, b, 4, b.**

**Replace** the first sentence:

Within 2 business days after the deadline for bid submittal, the Department will use the ~~three~~ two Good Faith Effort methods to determine which bidders have made a Good Faith Effort to meet the DBE goal on each proposal for which bids were received.

**1109.05, E, Required Records.**

**Replace** the last paragraph:

Failure to comply with Article 1109.05, B may result in price adjustment credits, ~~loss of Annual Good Faith Effort points,~~ or suspension of bidding qualification in accord with Article 1102.03, A, 2.

**Comments:**

**Member's Requested Change: (Do not use 'Track Changes', or 'Mark-Up'. Use **Strikeout** and **Highlight**.)**

Delete Article 1102.17, E, 3, b, 3) Bidders with History of Utilizing DBE's.

**~~3) Contractors with History of Utilizing DBEs.~~**

**a)** A bidder who has demonstrated their ability to utilize DBE firms on both Federal-aid and non-Federal-aid projects let by the Department in the 24 months prior to the letting will be assumed to have made a Good Faith Effort to achieve the project goal.

**b)** The Department's objective evaluation of prior usage of DBE firms will include all contracts let by the Department that were awarded to the Contractor during the 24 months prior to the letting. The calculation will include one point for each percentage of average DBE subcontracted dollars for the 24 months prior to the letting (e.g. an average 7.5% dollars subcontracted to DBE equals 7.5 points)

A contractor under consideration for having a history of utilizing DBE firms must have been awarded at least two contracts during the period being reviewed.

A contractor under consideration for having a history of utilizing DBE firms must have been awarded a dollar amount of contracts that exceed at least twice the dollar amount of the contract under consideration. For example, to be awarded a \$1,000,000 contract, the contractor under review would have to have been awarded \$2,000,000 in the Annual Good Faith Effort calculation.

The Annual Good Faith Effort points used for a letting would be based on the signed contractors and Request for Subcontract forms submitted by 5 calendar days before the letting. The number of points a contractor will need to be considered to demonstrate a history of utilizing DBE firms must exceed 67% of the Department's Annual DBE Goal (e.g. if the Department's annual DBE Goal is 7.8%, the contractor must have over 5.2 points). It is assumed that 67% of the DBE usage will be subcontract work and 33% of the dollars paid to DBE firms will be to DBE firms who have been awarded prime contracts.

Replace the first sentence of Article 1102.17, E, 3, b, 4), b) with the following:

b) Within 2 business days after the deadline for bid submittal, the Department will use the ~~three~~ two Good Faith Effort methods to determine which bidders have made a Good Faith Effort to meet the DBE goal on each proposal for which bids were received.

Replace the last paragraph of Article 1109.05, E with the following:

Failure to comply with Article 1109.05, B may result in price adjustment credits, ~~loss of Annual Good Faith Effort points~~ or suspension of bidding qualification in accord with Article 1102.03, A, 2.

**Reason for Revision:** Directed by FHWA. See attached letter dated December 21, 2012

**County or City Input Needed (X one)**

**Yes**

**No** x

**Comments:** Offices of Local Systems and Systems Planning have been notified

**Industry Input Needed (X one)**

**Yes**

**No** x

<b>Industry Notified:</b>	<b>Yes</b> <input checked="" type="checkbox"/>	<b>No</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b> <input checked="" type="checkbox"/>
<b>Comments:</b> AGC has been notified					



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**Iowa Division**

105 Sixth Street  
Ames, Iowa 50010-6337  
(515) 233-7300  
(515) 233-7499  
[www.fhwa.dot.gov/iadiv](http://www.fhwa.dot.gov/iadiv)

In Reply Refer To:  
HDA-IA

December 21, 2012

Mr. Lee Wilkinson, Director  
Operations and Finance Division  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, Iowa 50010

SUBJECT: Disadvantage Business Enterprise (DBE) Program Plan

Dear Mr. Wilkinson:

The Iowa Department of Transportation (Iowa DOT) submitted its DBE Program Plan for approval on February 1, 2012. The Iowa Division proceeded with the approval process in accordance with the provisions of 49 CFR §26. The Federal Highway Administration Office of Civil Rights cannot approve the plan until areas of concern described in the enclosed letter have been addressed. The Office of Civil Rights requests a status update by January 31, 2013.

If you have any questions, please contact Kim Anderson at [Kimberly.Anderson@dot.gov](mailto:Kimberly.Anderson@dot.gov) or 515-233-7324.

Sincerely,

A handwritten signature in black ink, appearing to read "Lubin M. Quinones".

Lubin M. Quinones  
Divisionb administrator

Enclosure

ec: w/enclosure  
Todd Sadler, Iowa DOT

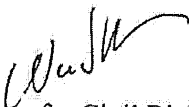


U.S. Department  
of Transportation  
Federal Highway  
Administration

# Memorandum

Subject: **ACTION:** Iowa DOT DBE Program  
(Reply Due: 1/31/13)

Date: December 13, 2012

From: Warren S. Whitlock   
Associate Administrator for Civil Rights

In Reply Refer To:  
HCR-30

To: Mr. Lubin Quinones  
Division Administrator, HDA-IA  
Ames, Iowa

Your office submitted a copy of the Iowa Department of Transportation's (Iowa DOT) DBE program plan, revised February 1, 2012, for HCR's review and approval. As Iowa's DBE program plan may have received Federal Highway Administration approval in the past, please note that as the United States Department of Transportation (USDOT) DBE program evolves through regulation change, guidance and case law, narrow tailoring of a recipient's program becomes increasingly important. In reviewing the plan, we identified the following areas of concern that must be addressed before this plan can be approved by our office. The page numbers below refer to the Iowa DOT DBE program plan.

- Page 13: Process to judge good faith efforts of bidders who have not met the contract goal. The document provides that bidders who have achieved 80 percent of the established contract DBE goal will be assumed to have made a good faith effort.

Further, Iowa DOT determines the sufficiency of a bidder's good faith efforts by calculating 80 percent of the average of the percentages of the DBE commitments submitted by all bidders on the contract. If the low bidder exceeds this average, it is assumed to have made a good faith effort despite having fallen short of the goal.

These objective considerations do not conform to the Federal regulations with respect to an appropriate good faith efforts analysis. Contract goals should be reasonable and attainable and narrowly tailored to reflect the specific subcontracting opportunities available on a contract and the availability and capacity of DBEs in the market area that perform the relevant work types. Bidders who do not meet the contract goal must undergo a thorough and robust review by

the State DOT to determine if the bidder submitted sufficient documentation to “show that it took all necessary and reasonable steps to achieve a DBE goal . . . which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.” 49 CFR, Appendix A.

The regulations do not provide that the achievement of 80 percent of the goal is sufficient; nor do they provide 80 percent of the average of all bidders’ DBE commitments is sufficient. The USDOT does not encourage the use of such quantitative formulas. Rather, it is the responsibility of the Iowa DOT to evaluate each bidder’s documented efforts and make a judgment call with respect to their sufficiency in light of all the facts and circumstances involved, e.g., ability of other bidder’s to meet the goal as evidence of goal attainability; evidence of a bidder’s “active and aggressive” efforts to seek out specific DBEs; efforts to follow up and negotiate fairly with DBEs--even accepting a higher price, if not unreasonable, in order to meet the contract goal.

Please work with the Iowa DOT to revise its program plan and procedures to conform to the Federal regulations as they pertain to good faith effort reviews. Further, please ensure that the DBE Liaison Officer or member of the Iowa DOT’s civil rights section is involved in good faith efforts evaluations.

- Page 35: Attachment D “Contractors with History of Utilizing DBE’s Good Faith Efforts (GFE) Program”. Attachment D provides that Iowa DOT will evaluate a prime contractor’s prior use of DBE firms by awarding a prime “one point for each percentage of subcontracted dollars awarded to a DBE subcontractor and an additional point for each percentage going to a DBE/ESB.” Contractors with enough points to exceed 67 percent of Iowa DOT’s annual DBE goal; and who have been awarded at least two contracts in the last 24 months; and who have been awarded a dollar amount at least twice the size of a contract currently under consideration, will be assumed to have made a good faith effort to achieve the DBE goal.

This method of evaluating a prime contractor’s good faith efforts to achieve a DBE contract goal meets neither the letter nor the intent of the DBE regulations. The DBE program is meant to create opportunities for small disadvantaged firms that have been historically excluded from the construction industry on Federal-assisted contracts in which subcontracting is an option. The fact that a prime contractor used a DBE subcontractor two years ago does not provide needed jobs for DBEs today.

Please inform the Iowa DOT that it must immediately cease and desist from further implementation of this practice and revise its program plan to eliminate this method of evaluating good faith efforts.



- Page 6: Joint checks. The program plan's section on the use of joint checks must contain more detail. For example, Iowa DOT should specifically list safeguards to prevent the use of joint checks in ways that would result in the denial of DBE credit or would compromise the independence of a DBE firm. Please direct Iowa DOT to the USDOT guidance for specific information on what a recipient's joint check policy and procedure should contain: <http://www.osdbu.dot.gov/DBEProgram/dbeqna.cfm> and scroll to questions pertaining to 49 CFR 25.55(c)(1).

Should you have any questions pertaining to this memorandum, please contact Martha Kenley at 202-366-8110, or [martha.kenley@dot.gov](mailto:martha.kenley@dot.gov). In addition, please provide Ms. Kenley with a status update on the resolution of these program deficiencies by January 31, 2013. We value your assistance in this important matter.

cc: Kimberly Anderson, Civil Rights Manager, FHWA Iowa Division  
Martha Kenley, National DBE Program Manager, FHWA

**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Greg Mulder		<b>Office:</b> Contracts	<b>Item 2</b>
<b>Submittal Date:</b> 12/12/12		<b>Proposed Effective Date:</b> October 2013	
<b>Article No.:</b> 1109.12 <b>Title:</b> Arbitration		<b>Other:</b>	
<b>Specification Committee Action:</b> Approved as recommended.			
<b>Deferred:</b>	<b>Not Approved:</b>	<b>Approved Date:</b> 3/14/2013	<b>Effective Date:</b> 10/15/2013
<b>Specification Committee Approved Text:</b> See Specification Section Recommended Text.			
<b>Comments:</b> The Office of Traffic and Safety asked if other options should be included in the Specification Book, such as mediation, which has been used recently on Iowa DOT projects. The Committee decided that if disputes cannot be settled through standard Iowa DOT processes, it will be up to the Attorney General's Office to decide what method to use.			
<b>Specification Section Recommended Text:</b>			
<b>1109.12, Arbitration.</b>			
<b>Delete the Article:</b>			
<b><del>1109.12 ARBITRATION.</del></b>			
<b><del>A.</del></b> If a Contractor's claim as outlined in Article 1109.11 has been disallowed in whole or in part, then the Contractor may, within 30 calendar days from the date the ruling of the Engineer is mailed, make a written request to the Engineer that the claim or claims be submitted to a board of arbitration. The Engineer will decide whether the matter is one which is subject to arbitration and will, within 30 calendar days of the receipt of the request for arbitration, grant or deny the same. The Engineer's decisions will be final.			
<b><del>B.</del></b> The board of arbitration will consist of three persons; one to be chosen by the Engineer, one by the Contractor, and the third by the two arbitrators thus chosen.			
<b><del>C.</del></b> The arbitrators selected will be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but will not have been a regular employee or an individual retained by either party at the time involved in the controversy, or at the time of arbitration.			
<b><del>D.</del></b> The board of arbitration will make its own rules of procedure and will have authority to examine records kept by the Engineer and the Contractor. If the desired records are not produced within 14 calendar days after they are requested, the board of arbitration will proceed without them as best it may. In determining the findings or award, or both, the majority vote of the board will govern. Copies of the findings or award, or both, signed by the arbitrators will be filed with the Engineer and the Contractor. A unanimous report or minority report may be filed. The board of arbitration will fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and will determine how the total cost shall be borne.			
<b><del>E.</del></b> The board of arbitration will have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation which have not been allowed by the Engineer. Jurisdiction of the board will not extend to a determination of quality of work or materials furnished or to an interpretation of the intent of the plans and specifications except as to matters of compensation. Jurisdiction of the board will not extend to setting aside or modifying the terms or requirements of the contract.			
<b><del>F.</del></b> The findings or award, or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment.			
<b><del>G.</del></b> If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiations between the parties. If a solution agreeable to both parties has not been reached through the filing of a claim, through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving			

<del>the claim are available.</del>					
<b>Comments:</b>					
<b>Member's Requested Change: (Do not use 'Track Changes', or 'Mark-Up'. Use <b>Strikeout</b> and <b>Highlight</b>.)</b>					
<p><del>A. If a Contractor's claim as outlined in Article 1109.11 has been disallowed in whole or in part, then the Contractor may, within 30 calendar days from the date the ruling of the Engineer is mailed, make a written request to the Engineer that the claim or claims be submitted to a board of arbitration. The Engineer will decide whether the matter is one which is subject to arbitration and will, within 30 calendar days of the receipt of the request for arbitration, grant or deny the same. The Engineer's decisions will be final.</del></p> <p><del>B. The board of arbitration will consist of three persons; one to be chosen by the Engineer, one by the Contractor, and the third by the two arbitrators thus chosen.</del></p> <p><del>C. The arbitrators selected will be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but will not have been a regular employee or an individual retained by either party at the time involved in the controversy, or at the time of arbitration.</del></p> <p><del>D. The board of arbitration will make its own rules of procedure and will have authority to examine records kept by the Engineer and the Contractor. If the desired records are not produced within 14 calendar days after they are requested, the board of arbitration will proceed without them as best it may. In determining the findings or award, or both, the majority vote of the board will govern. Copies of the findings or award, or both, signed by the arbitrators will be filed with the Engineer and the Contractor. A unanimous report or minority report may be filed. The board of arbitration will fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and will determine how the total cost shall be borne.</del></p> <p><del>E. The board of arbitration will have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation which have not been allowed by the Engineer. Jurisdiction of the board will not extend to a determination of quality of work or materials furnished or to an interpretation of the intent of the plans and specifications except as to matters of compensation. Jurisdiction of the board will not extend to setting aside or modifying the terms or requirements of the contract.</del></p> <p><del>F. The findings or award, or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment.</del></p> <p><del>G. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiations between the parties. If a solution agreeable to both parties has not been reached through the filing of a claim, through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available.</del></p>					
<b>Reason for Revision:</b> The Iowa DOT has a long tradition of being fair and resolving claims without requiring legal action. The Iowa DOT has been denying requests for arbitration consistently for the past 25 years because the arbitration process does have an appeal, which makes the arbitration non-binding. Our dispute resolution system provides for an appeal to the District Engineer and Highway Division Director.					
<b>County or City Input Needed (X one)</b>			<b>Yes</b>	<b>No</b> x	
<b>Comments:</b> Deleting arbitration from the specification doesn't preclude two parties from using this as a conflict resolution tool.					
<b>Industry Input Needed (X one)</b>			<b>Yes</b>	<b>No</b>	
<b>Industry Notified:</b>	<b>Yes</b>	<b>No</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
<b>Comments:</b> Deleting arbitration from the specification doesn't preclude two parties from using this as a conflict resolution tool.					

## SPECIFICATION REVISION SUBMITTAL FORM

<b>Submitted by:</b> Brian Smith		<b>Office:</b> Design		<b>Item 3</b>	
<b>Submittal Date:</b> 1/23/2013		<b>Proposed Effective Date:</b> 10/15/2013			
<b>Article No.</b> 2107.03, N, 1 <b>Title:</b> Use of Unsuitable Soils		<b>Other:</b>			
<b>Specification Committee Action:</b> Approved with changes.					
<b>Deferred:</b>	<b>Not Approved:</b>	<b>Approved Date:</b> 3/14/2013	<b>Effective Date:</b> 10/15/2013		
<b>Specification Committee Approved Text:</b> 2107.03, N, 1. <b>Replace the Article:</b> Unsuitable soils may be used in embankments according to Standard Road Plan <del>RL-1B,</del> <del>unless the Engineer directs otherwise</del> EW-102.					
<b>Comments:</b> The Office of Contracts requested that "unless the Engineer directs otherwise" be deleted from the specification, as this phrase makes the specification difficult to bid. The Committee agreed. The Specification Section asked if the second Article should be deleted, since EW-102 will show how to place unsuitable material. The second Article would apply if EW-102 was not on the plans. It was decided to leave the second Article as is.					
<b>Specification Section Recommended Text:</b> 2107.03, N, 1. <b>Replace the Article:</b> Unsuitable soils may be used in embankments according to Standard Road Plan <del>RL-1B</del> EW-102, unless the Engineer directs otherwise.					
<b>Comments:</b>					
<b>Member's Requested Change: (Do not use 'Track Changes', or 'Mark-Up'. Use <b>Strikeout</b> and <b>Highlight</b>.)</b> 2107.03, N, 1, Use of Unsuitable Soils. <b>Replace the article with:</b> Unsuitable soils may be used in embankments according to Standard Road Plan <del>RL-1B</del> <b>EW-102</b> , unless the Engineer directs otherwise.					
<b>Reason for Revision:</b> Standard Road Plan RL-1B is being renumbered as EW-102.					
<b>County or City Input Needed (X one)</b>			<b>Yes</b>	<b>No</b> X	
<b>Comments:</b>					
<b>Industry Input Needed (X one)</b>			<b>Yes</b>	<b>No</b> X	
<b>Industry Notified:</b>	<b>Yes</b>	<b>No</b> X	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
<b>Comments:</b>					

**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Brian Smith		<b>Office:</b> Design		<b>Item 4</b>	
<b>Submittal Date:</b> 2/25/2013		<b>Proposed Effective Date:</b> 10/15/2013			
<b>Article No.:</b> 2213.03, F, 1		<b>Other:</b>			
<b>Title:</b> HMA Base Widening					
<b>Specification Committee Action:</b>					
<b>Deferred:</b>	<b>Not Approved:</b> X	<b>Approved Date:</b>	<b>Effective Date:</b>		
<b>Specification Committee Approved Text:</b>					
<p><b>Comments:</b> The Office of Contracts questioned if this statement is necessary in the Specifications. In this case, the Contractor needs to work with the Engineer, as the widening units will need to be adjusted in the field to meet conditions that the designer cannot anticipate.</p> <p>The District 6 Office felt that it should not go in the specifications, but could remain on the Standard Road Plan.</p> <p>The revision will not be made to the Specifications.</p>					
<b>Specification Section Recommended Text:</b>					
<b>2213.03, F, 1, HMA Base Widening.</b>					
<b>Add Article h:</b>					
<p><b>h.</b> Construct special shaping of widening units through bridge approach sections as directed by the Engineer.</p>					
<b>Comments:</b>					
<b>Member's Requested Change: (Do not use 'Track Changes', or 'Mark-Up'. Use <del>Strikeout</del> and <b>Highlight</b>.)</b>					
<b>2213.03, F, 1, HMA Base Widening.</b>					
<b>Add as Article h:</b>					
<p>Construct special shaping of widening units through bridge approach sections as directed by the Engineer.</p>					
<b>Reason for Revision:</b> The Office of Design would like to move language on Standard Road Plan RG-8 to the Standard Specifications.					
<b>County or City Input Needed (X one)</b>		<b>Yes</b>		<b>No X</b>	
<b>Comments:</b>					
<b>Industry Input Needed (X one)</b>		<b>Yes</b>		<b>No X</b>	
<b>Industry Notified:</b>	<b>Yes</b>	<b>No X</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
<b>Comments:</b>					

**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Brian Smith		<b>Office:</b> Design	<b>Item 5</b>
<b>Submittal Date:</b> 2/25/2013		<b>Proposed Effective Date:</b> 10/15/2013	
<b>Article No.:</b> 2302.03 <b>Title:</b> Construction (PCC Widening)		<b>Other:</b>	
<b>Specification Committee Action:</b>			
<b>Deferred:</b> X	<b>Not Approved:</b>	<b>Approved Date:</b>	<b>Effective Date:</b>
<b>Specification Committee Approved Text:</b>			
<p><b>Comments:</b> The Office of Contracts would like to have “as directed by the Engineer” eliminated from the Specifications, as it is ambiguous to contractor’s bidding the project. The Office of Contracts understands that “as directed by the Engineer” can mean different things depending on the situation, but the policy is to not allow Local Systems to use the phrase. Perhaps some other language could be used to indicate that the Contractor will have to work with the Engineer to shape the widening unit.</p> <p>The Office of Construction asked whether the third revision is necessary as the specification currently gives direction on where to place excavated soil.</p> <p>The District 3 Office asked if the current direction on placing excavated material for Type A and D shoulders by blading over the foreslope is consistent with Iowa DOT practice. The Office of Construction felt that the material should be used for guardrail blisters or disposed of by the Contractor. The Office of Construction will discuss the issue at the District Construction Engineers meeting and work on revising Article 2302.03, F.</p>			
<b>Specification Section Recommended Text:</b>			
<b>2302.03, E, 1, Placing and Finishing.</b>			
<b>Add Article g:</b>			
<p><b>g.</b> Construct special shaping of widening units through bridge approach sections as directed by the Engineer. Between a widening unit and the end of a bridge, place a 3 inch (75 mm) wide joint filled full depth with bituminous resilient filler complying with Article 4136.03, A.</p>			
<b>2302.03, E, 2, Contraction Joints.</b>			
<b>Replace the title and Article:</b>			
<b>Contraction and Expansion Joints.</b>			
Construct <del>transverse</del> contraction joints adjacent to all existing joints or as shown in the contract documents. Extend existing expansion joints through the widening unit. This work <del>will</del> shall be considered incidental and <del>shall</del> will not be paid for separately.			
<b>2302.03, F, Shoulders.</b>			
<b>Add Article 3:</b>			
<p><b>3.</b> Dispose of excavation from Type A and D shoulders in the immediate area. Haul excavation from Type B and C shoulders to Type A and D shoulder areas and dispose of in areas designated by the Engineer. When directed by the Engineer, dispose of surplus excavation on foreslopes of supererevated curbs that require extra width of roadbed to accommodate future wedge courses.</p>			
<b>Comments:</b>			
<b>Member’s Requested Change: (Do not use ‘Track Changes’, or ‘Mark-Up’. Use <b>Strikeout</b> and <b>Highlight</b>.)</b>			
<b>2302.03, E, 1, Placing and Finishing.</b>			
<b>Add as Article g:</b>			

Construct special shaping of widening units through bridge approach sections as directed by the Engineer. Between a widening unit and the end of a bridge, place a 3 inch (75 mm) wide joint filled with full depth bituminous resilient filler complying with Article 4136.03, A.

**2302.03, E, 2, Contraction Joints.**

**Replace** the title and article with:

**Contraction and Expansion Joints.**

Construct ~~transverse~~ contraction joints adjacent to all existing joints or as shown in the contract documents. Extend existing expansion joints through the widening unit. This work will ~~be considered incidental and shall~~ not be paid for separately.

**2302.03, F, 1, Shoulders.**

**Add** as the second, third and fourth sentences:

Dispose of excavation from Type A and D shoulders in the immediate area. Haul excavation from Type B and C shoulders to Type A and D shoulder areas and dispose of in areas specifically designated by the Engineer. When directed by the Engineer, dispose of surplus excavation on the foreslopes of supererevated curbs that require extra width of roadbed to accommodate future wedge courses.

**Reason for Revision:** The Office of Design would like to move language on Standard Road Plan RG-1 to the Standard Specifications.

<b>County or City Input Needed (X one)</b>		<b>Yes</b>	<b>No</b> X		
<b>Comments:</b>					
<b>Industry Input Needed (X one)</b>		<b>Yes</b>	<b>No</b> X		
<b>Industry Notified:</b>	<b>Yes</b>	<b>No</b> X	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
<b>Comments:</b>					

**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Jim Berger / Mahbub Khoda		<b>Office:</b> Materials		<b>Item 6</b>	
<b>Submittal Date:</b> January 15, 2013			<b>Proposed Effective Date:</b> October 2013		
<b>Article No.:</b> 2419.03, B			<b>Other:</b>		
<b>Title:</b> Concrete (Precast Concrete Units)					
<b>Specification Committee Action:</b> Approved as recommended.					
<b>Deferred:</b>	<b>Not Approved:</b>	<b>Approved Date:</b> 3/14/2013		<b>Effective Date:</b> 10/15/2013	
<b>Specification Committee Approved Text:</b> See Specification Section Recommended Text.					
<b>Comments:</b> None.					
<b>Specification Section Recommended Text:</b>					
<b>2419.03, B, 1.</b>					
<b>Replace the Article:</b>					
For precast construction, use at least 610 pounds (360 kg) of total cementitious material per cubic yard (cubic meter) of concrete. Do not exceed maximum water-cementitious ratio, including free moisture in aggregate, of 0.450 pound per pound (0.450 kg/kg).					
<b>Comments:</b>					
<b>Member's Requested Change (Redline/Strikeout):</b>					
2419.03					
<b>B. Concrete</b>					
1. For precast construction, <del>use at least 610 pounds (360 kg) of total cementitious material per cubic yard (cubic meter) of concrete.</del> Do not exceed maximum water-cementitious ratio, including free moisture in aggregate, of 0.450 pound per pound (0.450 kg/kg).					
<b>Reason for Revision:</b> Update current requirements.					
<b>County or City Input Needed (X one)</b>			<b>Yes</b>	<b>No X</b>	
<b>Comments:</b>					
<b>Industry Input Needed (X one)</b>			<b>Yes</b>	<b>No X</b>	
<b>Industry Notified:</b>	<b>Yes</b>	<b>No X</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No X</b>
<b>Comments:</b> DMEs recommended the change since design factors control the strength.					



**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Jim Rost		<b>Office:</b> Location and Environment	<b>Item 7</b>
<b>Submittal Date:</b>		<b>Proposed Effective Date:</b>	
<b>Section No.:</b> 2538 <b>Title:</b> Salvage, Removal, and Disposal of Obstructions		<b>Other:</b>	
<b>Specification Committee Action:</b> Approved with changes.			
<b>Deferred:</b>	<b>Not Approved:</b>	<b>Approved Date:</b> 3/14/2013	<b>Effective Date:</b> 10/15/2013
<b>Specification Committee Approved Text:</b>			
<b>2538.03, D, 4, Dust Control.</b>			
<b>Replace the Article:</b>			
Minimize the spread of fugitive dust during demolition of masonry by thoroughly wetting the material. Comply with the provisions of the Iowa DNR fugitive dust rules contained in 567 Iowa Administrative Code (IAC), Chapter 23.			
<b>2538.03, D, 6, d.</b>			
<b>Replace the Article:</b>			
Remove and dispose of appliances and other items that may contain refrigerants according to 40 CFR, Part 82, mercury, or PCB-containing capacitors in accordance with the Iowa DNR discarded appliance demanufacturing rules contained in 567 IAC, Chapter 118. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners. Venting refrigerants into the atmosphere when removing or disposing of these appliances is prohibited. Ensure a technician certified through a U.S. EPA approved course evacuates refrigerants from these appliances. Ensure equipment used to evacuate refrigerants is certified by the ARI or UL.			
<b>2538.03, D, 7, a, 1.</b>			
<b>Replace the third sentence:</b>			
Ensure sewage is disposed of according to 567 Iowa Administrative Code IAC, Chapter 68.			
<b>2538.03, D, 8, Wells.</b>			
<b>Replace the Article:</b>			
<b>a.</b> Seal well with methods and materials according to 567 IAC 567, Chapter 39, Requirements for Properly Plugging Abandoned Wells. Ensure wells are sealed by a certified well subcontractor certified in accordance with 567 IAC, Chapter 82.			
<b>b.</b> Remove all obstructions before beginning to fill and seal the abandoned well. Use one or more of the following materials to fill the well:			
<ul style="list-style-type: none"> <li>• Sand,</li> <li>• Pea gravel,</li> <li>• Class A, B, or C granular surfacing material,</li> <li>• Agriculture lime.</li> </ul>			
<b>c.</b> Ensure all fill materials are free of foreign matter and any toxic residue. Introduce the material at the bottom of the well, or at the starting location. Fill and place progressively upward to the bottom of the seal material location.			
<b>d.</b> Use one or more of the following materials to seal the well:			
<ul style="list-style-type: none"> <li>• Neat cement (14 lbs. (1.7 kg) cement per gallon (liter) of water),</li> <li>• Graded bentonite, bentonite pellets, or bentonite grout,</li> <li>• Sand cement grout (1 sack of cement/equal volume masonry sand/not more than 6</li> </ul>			

- gallons (23 L) water),
- PCC.

- e. Place sealing materials using a grout pipe, tremie pipe, cement bucket, or dump bailer, in such a way as to avoid segregation or dilution of the sealing materials. Bentonite pellets or graded bentonite may be added as sealing materials by pouring in place and agitating to avoid bridging.
- f. For a deep well, place neat cement from 10 feet (3 m) below the bottom of the casing to 10 feet (3 m) above the bottom of the casing or to the static water level, whichever is higher.
- g. For wells complete in multiple aquifers, re-use this same procedure throughout subsequent aquifers.
- h. Cut off the upper portion of the well casing at least 4 feet (1.2 m) below ground or construction level. Plug the upper 6 feet (2 m) of the remaining casing with neat cement.

**2538.05, A, 2.**

**Replace the Article:**

Payment is full compensation for:

- Removal and disposal of buildings, building materials, contents of buildings, appliances, trash, rubbish, basement walls, foundations, sidewalks, steps and driveways,
- Water and sewer disconnection,
- Obtaining permits,
- Dust control,
- Removal and handling of refrigerants, mercury and PCB-containing materials,
- Furnishing and compacting backfill material,
- Finish grading of disturbed areas,
- Furnishing and placing seed and fertilizer,
- Placing and removing safety fencing, and
- Removal of septic tanks and cisterns.

**Comments:** The Office of Traffic & Safety asked about the definition of “construction level”. We may not know finished grade level when a demo project is let. Also, if there is a deep cut, it doesn’t make sense to have the demolition contractor cut off 20 feet when the grading contractor will be removing all of the material later. The District 6 Office asked if a 6 foot plug is necessary when the Iowa DNR only requires 1 foot. The Office of Location and Environment suggested that if we don’t have a problem with a 1 foot cap, we eliminate Article h and utilize with the Iowa Code requirements for all of it.

The District 6 Office asked how field inspectors are supposed to know the requirements if we don’t have them in the specifications. The Office of Construction will include the Iowa Code requirements in the Construction Manual. The Specifications Section will consider linking to the Iowa Code website from our specifications.

**Specification Section Recommended Text:**

**2538.03, D, 4, Dust Control.**

**Replace the Article:**

Minimize the spread of fugitive dust during demolition of masonry by thoroughly wetting the material. Comply with the provisions of the Iowa DNR fugitive dust rules contained in 567 Iowa Administrative Code (IAC), Chapter 23.

**2538.03, D, 6, d.**

**Replace the Article:**

Remove and dispose of appliances and other items that may contain refrigerants according to 40 CFR, Part 82, mercury, or PCB-containing capacitors in accordance with the Iowa DNR discarded appliance demanufacturing rules contained in 567 IAC, Chapter 118. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners. Venting refrigerants into the atmosphere

~~when removing or disposing of these appliances is prohibited. Ensure a technician certified through a U.S. EPA approved course evacuates refrigerants from these appliances. Ensure equipment used to evacuate refrigerants is certified by the ARI or UL.~~

**2538.03, D, 7, a, 1.**

**Replace** the third sentence:

Ensure sewage is disposed of according to 567 Iowa Administrative Code IAC, Chapter 68.

**2538.03, D, 8, Wells.**

**Replace** the Article:

- ~~a. Seal the well with methods and materials according to 567 IAC 567, Chapter 39, Requirements for Properly Plugging Abandoned Wells. Ensure wells are sealed by a certified well subcontractor certified in accordance with 567 IAC, Chapter 82.~~
- ~~b. Remove all obstructions before beginning to fill and seal the abandoned well. Use one or more of the following materials to fill the well:
  - Sand,
  - Pea gravel,
  - Class A, B, or C granular surfacing material,
  - Agriculture lime.~~
- ~~c. Ensure all fill materials are free of foreign matter and any toxic residue. Introduce the material at the bottom of the well, or at the starting location. Fill and place progressively upward to the bottom of the seal material location.~~
- ~~d. Use one or more of the following materials to seal the well:
  - Neat cement (14 lbs. (1.7 kg) cement per gallon (liter) of water),
  - Graded bentonite, bentonite pellets, or bentonite grout,
  - Sand cement grout (1 sack of cement/equal volume masonry sand/not more than 6 gallons (23 L) water),
  - PCC.~~
- ~~e. Place sealing materials using a grout pipe, tremie pipe, cement bucket, or dump bailer, in such a way as to avoid segregation or dilution of the sealing materials. Bentonite pellets or graded bentonite may be added as sealing materials by pouring in place and agitating to avoid bridging.~~
- ~~f. For a deep well, place neat cement from 10 feet (3 m) below the bottom of the casing to 10 feet (3 m) above the bottom of the casing or to the static water level, whichever is higher.~~
- ~~g. For wells complete in multiple aquifers, re-use this same procedure throughout subsequent aquifers.~~
- ~~h. Cut off the upper portion of the well casing at least 4 feet (1.2 m) below ground or construction level. Plug the upper 6 feet (2 m) of the remaining casing with neat cement.~~

**2538.05, A, 2.**

**Replace** the Article:

Payment is full compensation for:

- Removal and disposal of buildings, building materials, contents of buildings, appliances, trash, rubbish, basement walls, foundations, sidewalks, steps and driveways,
- Water and sewer disconnection,
- Obtaining permits,
- Dust control,
- Removal and handling of refrigerants, mercury and PCB-containing materials,
- Furnishing and compacting backfill material,
- Finish grading of disturbed areas,
- Furnishing and placing seed and fertilizer,
- Placing and removing safety fencing, and

- Removal of septic tanks and cisterns.

**Comments:**

**Member's Requested Change: (Do not use 'Track Changes', or 'Mark-Up'. Use **Strikeout** and **Highlight**.)**

**Section 2538. Salvage, Removal, and Disposal of Obstructions**

**2538.01 DESCRIPTION.**

Salvage, remove, and dispose of buildings and other obstructions from the project site as designated in the contract documents.

**2538.02 NOTIFICATION AND RIGHTS OF POSSESSION OR OCCUPANCY.**

**A. Notification.**

1. Notify the Engineer, in writing, of the intended starting and completion dates for demolition no less than 25 calendar days prior to the start of demolition.
2. If unable to begin work on the intended start date, notify the Engineer, by telephone with a written follow-up, of the new intended start date. To meet the requirements of 40 CFR 61.145(b), provide notification of the inability to commence work on the intended start date as soon as possible before, but no later than 1 working day prior to, the original intended start date. Failure to commence work on the specified start date, and failure to notify of a change in start date 1 working day prior to the original start date, will result in the need for a new 25 calendar day notification to the Engineer.
3. The Contracting Authority will provide notification of the work to the Iowa DNR.

**B. Rights of Possession or Occupancy.**

1. The Contracting Authority retains the exclusive right to grant occupancy and collect rent on any property included in this contract.
2. Do not view the interior of occupied houses.

**2538.03 SALVAGE, REMOVAL, AND DISPOSAL.**

**A. General.**

1. Unless designated otherwise in the contract documents, the Contractor may elect to:
  - Demolish the buildings on site and remove the building materials, or
  - Move the building structure intact from the site.
2. Demolition by burning and the burning of demolition debris and material is prohibited.
3. Perform Clearing and Grubbing according to Section 2101.

**B. Regulated Materials.**

1. The Contracting Authority will have inspected the building for the presence of asbestos, mercury, and PCB-containing materials. These materials will be removed by others.
2. Mercury-containing materials include:
  - Fluorescent, high pressure sodium, mercury vapor, metal halide light bulbs, and
  - Thermostats containing a liquid filled capsule.
3. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible, label stating no PCB's are present.
4. Should the Contractor encounter unforeseen regulated materials, immediately suspend all activities that may disturb the suspect regulated material and notify the Engineer.

**C. Underground Tanks.**

1. If the presence of underground tanks is known, they will be indicated in the contract documents. Unless specified otherwise in the contract documents, perform all work involved in removing and disposing of underground tanks, the associated plumbing, and the contents, as well as placing backfill in the excavation, according to Section 2537.
2. Should the Contractor encounter an underground tank not indicated in the contract documents, avoid disturbing the tank, its associated plumbing, and its contents. Promptly notify the Engineer.

**D. Removal Requirements.**

**1. Rodent Extermination.**

When required by local government ordinances, exterminate rodents before commencing demolition.

**2. Utilities.**

**a. Water and Sewer Disconnections.**

- 1) Tap off all water service lines at the main according to the requirements of the local jurisdiction.
- 2) Seal storm and sanitary sewers leading to the buildings to be removed. Unless otherwise required by the City or County, use a burlap plug capped with concrete. If desirable to use drains during the removal work, take preventive measures to prevent dirt, plaster, and other material from entering and clogging sewers.
- 3) Water and sewer disconnections may be performed prior to the intended start date referenced in Article 2538.02, A, with no working days charged.

**b. Other Disconnections.**

- 1) Disconnection of other utilities will typically be arranged by the Contracting Authority prior to salvage and removal work. Verify the disconnection of all utilities and notify Iowa One-Call at 800.292.8989 prior to the commencement of work.
- 2) If a utility has not been disconnected at the time the work is to commence, make arrangements for the disconnections. This work will be paid for according to Article 1109.03, B.

**3. Permits.**

Some local jurisdictions require a permit for the performance of demolition work or the moving of intact structures, or both, according to Article 1107.03.

**4. Dust Control.**

~~Minimize the spread of fugitive dust during demolition of masonry by thoroughly wetting the material.~~  
Comply with the provisions of the Iowa DNR fugitive dust rules contained in 567 Iowa Administrative Code (IAC), Chapter 23.

**5. Safety Fence.**

Furnish and place a safety fence meeting the requirements of Article 4188.03 around the site of work. Leave the safety fence in place until the demolished materials are removed from the site and backfill is placed in all holes or excavated areas. The fencing material remains the property of the Contractor.

**6. Removal of Buildings and Materials.**

- a. Unless directed otherwise in the contract documents, remove all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, steps and driveways from the specified parcel. All materials remain the property of the Contractor, unless designated otherwise in the contract documents.
- b. Remove and dispose of all materials according to Federal, State, and local regulations. Cover all demolition materials being removed from the site, or transport in a manner that prevents visible emissions. Transport all demolition materials that are not being recycled or salvaged directly to a landfill approved by the Iowa DNR (or the equivalent environmental department in a surrounding State) to accept construction and demolition wastes.
- c. Complete the removal of intact structures from the right-of-way within the contract period.
- d. Remove and dispose of appliances and other items that may contain refrigerants, mercury or PCB-containing capacitors in accordance with the Iowa DNR discarded appliance demanufacturing rules contained in 567 IAC, Chapter 118, according to 40 CFR, Part 82. ~~Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners. Venting~~

~~refrigerants into the atmosphere when removing or disposing of these appliances is prohibited. Ensure a technician certified through a U.S. EPA approved course evacuates refrigerants from these appliances. Ensure equipment used to evacuate refrigerants is certified by the ARI or UL.~~

- e. Remove building cornerstones and other historical markers without damaging. Deliver to the Engineer.
- f. Obtain the Engineer's approval prior to commencing backfill placement.

**7. Septic Tanks and Cisterns.**

Remove septic tanks and cisterns, when included in the contract documents, as described below:

**a. Septic Tanks.**

- 1) Remove liquids and sludge from all septic tanks prior to their removal. Ensure pumping, transporting, and disposing of septic tank sewage is performed by a Commercial Septic Tank Cleaner licensed for such work by the State of Iowa. Ensure sewage is disposed of according to 567 Iowa Administrative Code IAC, Chapter 68.
- 2) Remove septic tanks and place backfill in the excavation according to Article 2538.03, D, 9. Removed septic tanks become property of the Contractor. Transport off the project.
- 3) Plug all lateral lines (inflow and outflow) at the side of the excavation or tank.

**b. Cisterns.**

Remove all cisterns and place backfill in the excavation according to Article 2538.03, D, 9. Cisterns will be considered demolition debris. Remove from the site.

**8. Wells.**

~~a. Seal the well with methods and materials according to 567 IAC 567, Chapter 39, Requirements for Properly Plugging Abandoned Wells. Ensure wells are sealed by a certified well subcontractor certified in accordance with 567 IAC, Chapter 82.~~

~~b. Remove all obstructions before beginning to fill and seal the abandoned well. Use one or more of the following materials to fill the well:~~

- ~~Sand,~~
- ~~Pea gravel,~~
- ~~Class A, B, or C granular surfacing material,~~
- ~~Agriculture lime.~~

~~c. Ensure all fill materials are free of foreign matter and any toxic residue. Introduce the material at the bottom of the well, or at the starting location. Fill and place progressively upward to the bottom of the seal material location.~~

~~d. Use one or more of the following materials to seal the well:~~

- ~~Neat cement (14 lbs. (1.7 kg) cement per gallon (liter) of water),~~
- ~~Graded bentonite, bentonite pellets, or bentonite grout,~~
- ~~Sand cement grout (1 sack of cement/equal volume masonry sand/not more than 6 gallons (23 L) water),~~
- ~~PCC.~~

~~e. Place sealing materials using a grout pipe, tremie pipe, cement bucket, or dump bailer, in such a way as to avoid segregation or dilution of the sealing materials. Bentonite pellets or graded bentonite may be added as sealing materials by pouring in place and agitating to avoid bridging.~~

~~f. For a deep well, place neat cement from 10 feet (3 m) below the bottom of the casing to 10 feet (3 m) above the bottom of the casing or to the static water level, whichever is higher.~~

~~g. For wells complete in multiple aquifers, re-use this same procedure throughout subsequent aquifers.~~

~~h. Cut off the upper portion of the well casing at least 4 feet (1.2 m) below ground or construction level. Plug the upper 6 feet (2 m) of the remaining casing with neat cement.~~

**9. Placing Backfill Material.**

a. For placing backfill material, furnish earth fill material meeting the requirements of Article 2102.03, F. Place backfill material and compact according to the requirements of Section 2107 for Type A compaction. Complete within 10 working days after completion of the removal of structures.

b. Grade and shape the site to drain and ensure the condition of the completed site complies with Article 1104.08.

**10. Erosion Control.**

Seed and fertilize, as specified in the contract documents, all areas disturbed by the Contractor's operations. The Engineer may require additional erosion control measures. Additional erosion control

measures will be paid for according to Article 1109.03, B.

**2538.04 METHOD OF MEASUREMENT.**

Measurement will be as follows:

- A. Salvage, Removal, and Disposal of Obstructions identified in the contract documents: lump sum item; no measurement.
- B. Sealing Wells: by count for each well filled and sealed.

**2538.05 BASIS OF PAYMENT.**

Payment will be as follows:

- A. Salvage, Removal, and Disposal of Obstructions on Parcel No. \_\_; and Salvage, Removal, and Disposal of Obstructions:
  - 1. Lump sum.
  - 2. Payment is full compensation for:
    - Removal and disposal of buildings, building materials, contents of buildings, appliances, trash, rubbish, basement walls, foundations, sidewalks, steps and driveways,
    - Water and sewer disconnection,
    - Obtaining permits,
    - Dust control,
    - Removal and handling of refrigerants, mercury and PCB-containing materials,
    - Furnishing and compacting backfill material,
    - Finish grading of disturbed areas,
    - Furnishing and placing seed and fertilizer,
    - Placing and removing safety fencing, and
    - Removal of septic tanks and cisterns.
  - 3. Other items of work will be paid for in accordance with Article 1109.03, B.
- B. Sealing Wells:
  - 1. Contract unit price per unit.
  - 2. Payment is full compensation for materials, equipment, excavation, filling, and sealing according to the contract documents.

**Reason for Revision:** To reference updated Iowa DNR requirements

<b>County or City Input Needed (X one)</b>	<b>Yes</b>	<b>No</b>
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**Comments:**

<b>Industry Input Needed (X one)</b>	<b>Yes</b>	<b>No</b>
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<b>Industry Notified:</b>	<b>Yes</b>	<b>No</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
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**Comments:**

**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Greg Mulder		<b>Office:</b> Contracts	<b>Item 8</b>
<b>Submittal Date:</b> 2013.02.25		<b>Proposed Effective Date:</b> October 2013	
<b>Article No.:</b> 2538.03, D, 10 <b>Title:</b> Erosion Control.		<b>Other:</b>	
<b>Specification Committee Action:</b> Approved with changes.			
<b>Deferred:</b>	<b>Not Approved:</b>	<b>Approved Date:</b> 3/14/2013	<b>Effective Date:</b> 10/15/2013
<b>Specification Committee Approved Text:</b>			
<b>2538.03, D, 10, Erosion Control.</b>			
<b>Replace the Article:</b>			
Seed, and fertilize, and mulch, as specified in the contract documents, areas disturbed by Contractor's operations. Cost of erosion control work shall be included in the price bid for other items of work. Erosion control work shall be performed according to Sections 2601 and 2602 except as noted below.			
a. Seeding: 3 pounds of Tall Fescue, Kentucky 31, or Fawn per 1000 square feet (1.5 kg per 100 m <sup>2</sup> ).			
b. Fertilizer: 17 pounds of 13-13-13 (or equivalent) commercial fertilizer per 1000 square feet (8.5 kg per 100 m <sup>2</sup> ).			
c. Mulch: 70 pounds of dry cereal straw per 1000 square feet (35 kg per 100 m <sup>2</sup> ). For areas disturbed, but not seeded by September 30 <sup>th</sup> , scarify to a 3 inch (75 mm) depth and mulch. Consolidate mulch into the soil with a mulch stabilizer.			
The Engineer may require additional erosion control measures and placement of silt fence and/or perimeter and slope sediment control devices. Additional erosion control measures and sediment control devices will be paid for according to Article 1109.03, B.			
<b>2538.05, A, 2.</b>			
<b>Replace the seventh bullet:</b>			
Furnishing and placing seed, and fertilize, and mulch,			
<b>Comments:</b> The Office of Location and Environment noted that the Basis of Payment should include mulch.			
<b>Specification Section Recommended Text:</b>			
<b>2538.03, D, 10, Erosion Control.</b>			
<b>Replace the Article:</b>			
Seed, and fertilize, and mulch, as specified in the contract documents, all areas disturbed by the Contractor's operations. The cost of erosion control work shall be included in the price bid for other items of work. Erosion control work shall be performed according to Sections 2601 and 2602 except as noted below.			
a. Seeding: 3 pounds of Tall Fescue, Kentucky 31, or Fawn per 1000 square feet (1.5 kg per 100 m <sup>2</sup> ).			
b. Fertilizer: 17 pounds of 13-13-13 (or equivalent) commercial fertilizer per 1000 square feet (8.5 kg per 100 m <sup>2</sup> ).			
c. Mulch: 70 pounds of dry cereal straw per 1000 square feet (35 kg per 100 m <sup>2</sup> ). For areas disturbed, but not seeded by September 30 <sup>th</sup> , scarify to a 3 inch (75 mm) depth and mulch. Consolidate mulch into the soil with a mulch stabilizer.			
The Engineer may require additional erosion control measures and placement of silt fence and/or perimeter and slope sediment control devices. Additional erosion control measures and sediment control devices will be paid for according to Article 1109.03, B.			
<b>Comments:</b>			



<p><b>Member's Requested Change: (Do not use 'Track Changes', or 'Mark-Up'. Use <del>Strikeout</del> and Highlight.)</b></p> <p><b>2538.03, D, 10. Erosion Control.</b></p> <p>Seed, <del>and</del> fertilize, <del>and</del> mulch, as specified in the contract documents, all areas disturbed by the Contractor's operations. The cost of the erosion control work shall be included in the price bid for other items on the project. Erosion control work shall be according to Section 2601 and 2602 except as noted below.</p> <ul style="list-style-type: none"> <li>a. Seeding: 3lbs. of Tall Fescue, Kentucky 31, or Fawn per 1000 sq. ft.</li> <li>b. Fertilizer: 17 lbs. of 13-13-13 (or equivalent) commercial fertilizer per 1000 sq. ft.</li> <li>c. Mulch: 70 lbs of dry cereal straw per 1000 sq. ft. For areas disturbed by no seeded by September 30<sup>th</sup>, scarify to a 3-inch depth and mulch. Consolidate all mulch into the soil with a mulch stabilizer.</li> </ul> <p>The Engineer may require additional erosion control measures <del>and placement of silt fence and/or perimeter and slope sediment control devices</del>. Additional erosion control measures <del>and sediment control devices</del> will be paid for according to Article 1109.03, B.</p> <p><b>Reason for Revision:</b> Further clarification was necessary to better define requirements for erosion control and sediment control devices related to salvage, removal, and disposal of obstructions (demolition projects).</p>					
<b>County or City Input Needed (X one)</b>			<b>Yes</b>	<b>No X</b>	
<b>Comments:</b>					
<b>Industry Input Needed (X one)</b>			<b>Yes</b>	<b>No X</b>	
<b>Industry Notified:</b>	<b>Yes</b>	<b>No</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
<b>Comments:</b>					

## SPECIFICATION REVISION SUBMITTAL FORM

<b>Submitted by:</b> Tom Jacobson / Wayne A. Sunday		<b>Office:</b> Construction	<b>Item 9</b>
<b>Submittal Date:</b> January 8, 2013		<b>Proposed Effective Date:</b> October 15, 2013	
<b>Article No.:</b> 2547.03		<b>Other:</b>	
<b>Title:</b> Construction (Temporary Stream Access)			
<b>Specification Committee Action:</b> Approved with changes.			
<b>Deferred:</b>	<b>Not Approved:</b>	<b>Approved Date:</b> 3/14/2013	<b>Effective Date:</b> 10/15/2013
<b>Specification Committee Approved Text:</b>			
<b>2547.03, Construction.</b>			
<b>Replace the Article:</b>			
<p><b>A.</b> The type of structure used, if any, is at the Contractor's discretion provided it complies with Article 1105.14. Unless indicated otherwise in the contract documents, the Contracting Authority will obtain approval for temporary stream crossings, constructed according to Standard Road Plan <del>RL-16</del> EW-401 or as shown in the contract documents, in the Section 404 permit. Should the Contractor elect to access the waterway using different methods than provided for in the contract documents, the Contractor shall be responsible to obtain a Section 404 permit for temporary stream crossings <del>not to be constructed according to RL-16 or the contract documents</del> from the U.S. Army Corps of Engineers.</p>			
<p><b>B.</b> <del>Ensure temporary structures do not restrict expected high flows or disrupt the movement of aquatic life native to the stream or water body. Expected high flows are those flows which the Contractor expects to experience during the period of time that the crossing is in place. Temporary structures are not to extend over 100 feet (30 m) into any swamp, bog, marsh, or similar area that is adjacent to the stream or water body.</del> Unless indicated otherwise in the contract documents, the Contracting Authority will obtain Section 408 approval from the U.S. Army Corps of Engineers and the local sponsor for work on a federal levee, federal control structure, or access to a waterway within a federal levee and the use of a temporary stream crossing (Standard Road Plan EW-401). Should the Contractor elect to construct the project using different methods than provided for in the contract documents, the Contractor will be responsible to obtain Section 408 approval from the U.S. Army Corps of Engineers and the local sponsor and Section 404 approval from the U.S. Army Corps of Engineers.</p>			
<p><b>C.</b> <del>Ensure pre-construction downstream flow conditions are maintained.</del> temporary structures:</p> <ol style="list-style-type: none"> <li><b>1.</b> Maintain normal downstream flows, do not restrict expected high flows, do not disrupt movement of aquatic life native to the stream or water body, and minimize the potential for flooding. Expected high flows are flows which the Contractor expects to experience during the period of time the crossing is in place.</li> <li><b>2.</b> Do not extend over 100 feet (30 m) into a swamp, bog, marsh, or similar area adjacent to stream or water body.</li> </ol>			
<p><b>D.</b> Maintain temporary structures to prevent unnecessary erosion and other non-point sources of pollution.</p>			
<p><b>E.</b> Completely remove temporary structures and return affected areas to preconstruction conditions within 30 calendar days of no longer being needed. Revetment that has been removed may be incorporated elsewhere in the project, provided it meets the specification for the intended final use. Remove all other fill material to an upland area. Reshape, and stabilize, and revegetate as appropriate all disturbed areas.</p>			

**Comments:** The Office of Bridges and Structures noted that the wording for Article 2547.03, C, 2, is inconsistent. This Article was revised.

**Specification Section Recommended Text:**

**2547.03, Construction.**

**Replace the Article:**

- A. The type of structure used, if any, is at the Contractor's discretion provided it complies with Article 1105.14. Unless indicated otherwise in the contract documents, the Contracting Authority will obtain approval for temporary stream crossings, constructed according to Standard Road Plan ~~RL-16~~ EW-401 or as shown in the contract documents, in the Section 404 permit. Should the Contractor elect to access the waterway using different methods than provided for in the contract documents, the Contractor shall be responsible to obtain a Section 404 permit for temporary stream crossings ~~not to be constructed according to RL-16 or the contract documents~~ from the U.S. Army Corps of Engineers.
- B. ~~Ensure temporary structures do not restrict expected high flows or disrupt the movement of aquatic life native to the stream or water body. Expected high flows are those flows which the Contractor expects to experience during the period of time that the crossing is in place. Temporary structures are not to extend over 100 feet (30 m) into any swamp, bog, marsh, or similar area that is adjacent to the stream or water body.~~ Unless indicated otherwise in the contract documents, the Contracting Authority will obtain Section 408 approval from the U.S. Army Corps of Engineers and the local sponsor for work on a federal levee, federal control structure, or access to a waterway within a federal levee and the use of a temporary stream crossing (Standard Road Plan EW-401). Should the Contractor elect to construct the project using different methods than provided for in the contract documents, the Contractor will be responsible to obtain Section 408 approval from the U.S. Army Corps of Engineers and the local sponsor and Section 404 approval from the U.S. Army Corps of Engineers.
- C. ~~Ensure pre-construction downstream flow conditions are maintained.~~ temporary structures:
3. Maintain normal downstream flows, do not restrict expected high flows, do not disrupt movement of aquatic life native to the stream or water body, and minimize the potential for flooding. Expected high flows are those flows which the Contractor expects to experience during the period of time the crossing is in place.
  4. Temporary structures shall not extend over 100 feet (30 m) into a swamp, bog, marsh, or similar area adjacent to the stream or water body.
- D. Maintain temporary structures to prevent unnecessary erosion and other non-point sources of pollution.
- E. Completely remove temporary structures and return affected areas to preconstruction conditions within 30 calendar days of no longer being needed. Revetment that has been removed may be incorporated elsewhere in the project, provided it meets the specification for the intended final use. Remove all other fill material to an upland area. Reshape, and stabilize, and revegetate as appropriate all disturbed areas.

**Comments:**

**Member's Requested Change:** (Do not use 'Track Changes', or 'Mark-Up'. Use **Strikeout** and **Highlight**.)

**2547.03 CONSTRUCTION.**

A. The type of structure used, if any, is at the Contractor's discretion provided it complies with Article 1105.14. Unless indicated otherwise in the contract documents, the Contracting Authority will obtain approval for temporary stream crossings, constructed according to Standard Road Plan ~~RL-16~~ EW - 401 or as shown in the contract documents, in the Section 404 permit. **Should the Contractor elect to access the waterway using different methods**

than provided for in the contract documents, the Contractor will be responsible to obtain a Section 404 permit for temporary stream crossings from the U.S. Army Corps of Engineers. ~~not to be constructed according to RL-16 of the contract documents.~~

**B. Ensure temporary structures do not restrict expected high flows or disrupt the movement of aquatic life native to the stream or water body.** Expected high flows are those flows which the Contractor expects to experience during the period of time that the crossing is in place. Temporary structures are not to extend over 100 feet (30 m) into any swamp, bog, marsh, or similar area that is adjacent to the stream or water body. Unless indicated otherwise in the contract documents, the Contracting Authority will obtain Section 408 approval from the U.S. Army Corps of Engineers and the local sponsor for work on a federal levee, federal control structure, or access to a waterway within a federal levee and the use of an EW – 401 temporary stream crossing. Should the Contractor elect to construct the project using different methods than provided for in the contract documents, the Contractor will be responsible to obtain Section 408 approval from the U.S. Army Corps of Engineers and the local sponsor and Section 404 approval from the U.S. Army Corps of Engineers.

**C. Ensure temporary structures: pre-construction downstream flow conditions are maintained.**

1. Maintain normal downstream flows, do not restrict expected high flows, do not disrupt the movement of aquatic life native to the stream or water body, and minimize the potential for flooding. Expected high flows are those flows which the Contractor expects to experience during the period of time that the crossing is in place.

2. Temporary structures are not to extend over 100 feet (30 m) into any swamp, bog, marsh, or similar area that is adjacent to the stream or water body.

**D. Maintain temporary structures to prevent unnecessary erosion and other non-point sources of pollution.**

**E. Completely remove temporary structures and return the affected areas to preconstruction conditions** within 30 calendar days of no longer being needed. Revetment that has been removed may be incorporated elsewhere in the project, provided it meets the specification for the intended final use. Remove all other fill material to an upland area. **Reshape, stabilize, and revegetate as appropriate stabilize all disturbed areas.**

**Reason for Revision:** The proposed specification revisions are needed to provide clarification and address Section 408 Permit requirements. Section 408 Permits are required on projects that have federal levees, flood control structures, or needed access to a waterway within a federal levee and the use of EW-401 temporary stream crossing. On those projects that have federal levees and/or flood control structures Preliminary Bridge Design will be including an approved design for a temporary stream crossing, when authorized by the permits, and will include elevation limits for water rise.

<b>County or City Input Needed (X one)</b>			<b>Yes</b>	<b>No</b>	
<b>Comments:</b>					
<b>Industry Input Needed (X one)</b>			<b>Yes</b>	<b>No</b>	
<b>Industry Notified:</b>	<b>Yes</b>	<b>No</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
<b>Comments:</b>					

**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Brian Smith		<b>Office:</b> Design	<b>Item 10</b>
<b>Submittal Date:</b> 1/23/2013		<b>Proposed Effective Date:</b> 10/15/2013	
<b>Article No.</b> 2601.03, B, 4 <b>Title:</b> Seeding		<b>Other:</b>	
<b>Specification Committee Action:</b> Approved as recommended.			
<b>Deferred:</b>	<b>Not Approved:</b>	<b>Approved Date:</b> 3/14/2013	<b>Effective Date:</b> 10/15/2013
<b>Specification Committee Approved Text:</b> See Specification Section Recommended Text.			
<p><b>Comments:</b> The District 6 Office indicated that they have had success with the fall seeding in the past and wondered if the conditions in recent years were more to blame than the late seeding period in general. The District 6 Office is also concerned about having to hold contracts open to wait for the spring seeding period. The Roadside Development Section explained that the August seeding period can be successful, but is hard to predict. The Roadside Development Section also noted that contracts need to remain open until there is 70% establishment of the permanent vegetation, which may not be until the spring in many cases. The District 6 Office would like to see permanent vegetation projects let as separate projects from paving projects. The Roadside Development Section prefers this and is willing to let separate projects at the request of the RCE Offices.</p>			
<b>Specification Section Recommended Text:</b>			
<b>2601.03, B, 4, m, 1, Native Grass Seeding and Wetland Grass Seeding.</b>			
<b>Replace the Article:</b>			
Between April 1 and June 30 <del>and between August 1 and August 31</del> , use the seed mixtures of Tables 2601.03-3 and 2601.03-4 for areas designated for native grass seeding or wetland grass seeding, unless specified otherwise in the contract documents.			
<b>2601.03, B, 4, n, 1, Wildflower Seeding.</b>			
<b>Replace the first sentence:</b>			
Apply the wildflower seed mix designated in the plans between April 15 and June 30, <del>and between August 1 and August 31.</del>			
<b>Comments:</b>			
<b>Member's Requested Change: (Do not use 'Track Changes', or 'Mark-Up'. Use <b>Strikeout</b> and <b>Highlight</b>.)</b>			
<b>2601.03, B, 4, m, 1, Native Grass Seeding and Wetland Grass Seeding.</b>			
<b>Replace the article with:</b>			
Between April 1 and June 30 <del>and between August 1 and August 31</del> , use the seed mixtures of Tables 2601.03-3 and 2601.03-4 for areas designated for native grass seeding or wetland grass seeding, unless specified otherwise in the contract documents.			
<b>2601.03, B, 4, n, 1, Wildflower Seeding.</b>			
<b>Replace the first sentence with:</b>			
Apply the wildflower seed mix designated in the plans between April 15 and June 30, <del>and between August 1 and August 31.</del>			
<b>Reason for Revision:</b> Remove fall seeding dates. Roadside Development would like to propose these changes to eliminate the fall seeding period for native grass, wildflower, and wetland seed mixes. They have noted some seeding failures from work done during these periods.			
<b>County or City Input Needed (X one)</b>		<b>Yes</b>	<b>No X</b>
<b>Comments:</b>			

<b>Industry Input Needed (X one)</b>			<b>Yes</b>	<b>No X</b>	
<b>Industry Notified:</b>	<b>Yes</b>	<b>No X</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
<b>Comments:</b>					

**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Tom Jacobson / Melissa Serio		<b>Office:</b> Construction	<b>Item 11</b>
<b>Submittal Date:</b> 2013.02.25		<b>Proposed Effective Date:</b> Oct. 15, 2013	
<b>Article No.:</b> 2602.01		<b>Other:</b>	
<b>Title:</b> Water Pollution Control (Soil Erosion)			
<b>Specification Committee Action:</b>			
<b>Deferred:</b> X	<b>Not Approved:</b>	<b>Approved Date:</b>	<b>Effective Date:</b>
<b>Specification Committee Approved Text:</b>			
<p><b>Comments:</b> The Specifications Section asked about subcontracting this work as the proposed language indicates both. The Office of Construction indicated that the individual that is certified has to be a Contractor employee. The individual that does the daily inspection will only need the online course and can be a subcontractor. The Office of Construction will review this language and resubmit this proposed revision.</p>			
<b>Specification Section Recommended Text:</b>			
<b>2602.01, Description.</b>			
<b>Add the Article:</b>			
<b>D. Water Pollution Control Quality Control.</b>			
For projects regulated by a NPDES storm water permit, maintain an individual on staff that will be onsite daily during construction activities. This individual shall have completed Iowa DOT Erosion & Sediment Control Basics (ESC Basics) web-based training, which will be valid for 2 years. For this daily requirement, the Contractor may subcontract this responsibility. Responsibilities include monitoring erosion and sediment control operations as follows:			
<ul style="list-style-type: none"> <li>• Attend required storm water inspections with the Engineer,</li> <li>• Coordinate erosion and sediment control operations, including those of subcontractors and suppliers,</li> <li>• Prepare required initial Erosion Control Implementation Plan (ECIP) submittal and ECIP updates, and</li> <li>• Attend construction progress meetings to discuss erosion and sediment control issues.</li> </ul>			
<b>Comments:</b>			
<b>Member's Requested Change: (Do not use 'Track Changes', or 'Mark-Up'. Use <b>Strikeout</b> and <b>Highlight</b>.)</b>			
<b>Add the following article:</b>			
<b>D. Water Pollution Control Quality Control.</b>			
For projects regulated by a NPDES storm water permit, maintain an individual on staff that will be present onsite on a daily basis when construction activities are taking place. This individual is required to have completed Iowa DOT Erosion & Sediment Control Basics (ESC Basics) web-based training, which will be valid for two years. For this daily requirement, the Contractor may delegate responsibility to a subcontractor. This individual (or individuals if chosen by the Contractor) will perform the following work associated with monitoring erosion and sediment control:			
<ul style="list-style-type: none"> <li>• Attend required storm water inspections with the Contracting Authority.</li> <li>• Coordinate all erosion and sediment control operations, including those of subcontractors and suppliers</li> <li>• Prepare required initial Erosion Control Implementation Plan (ECIP) submittal and ECIP updates</li> <li>• Attend construction progress meetings to discuss erosion and sediment control issues</li> </ul>			

<p><b>Reason for Revision:</b> An erosion control training/certification program has been in development since Spring/Summer 2011.</p> <p>This is the first phase of implementing a two level training/certification program. First level requires taking the online web-based training course, which is available online now.</p> <p>The second level will be submitted for the April 2014 GS and will include Erosion Control Technician (ECT) certification requirements. ECT class is being offered through TTCP beginning with this 2012-2013 training season.</p>					
<b>County or City Input Needed (X one)</b>		<b>Yes</b> x		<b>No</b>	
<p><b>Comments:</b> Anticipated implementation plan for two level training/certification program has been on Office of Construction website since Oct. 2012. Local Systems sent memo to local agencies on 11/20/12 for their comments.</p>					
<b>Industry Input Needed (X one)</b>		<b>Yes</b> X		<b>No</b>	
<b>Industry Notified:</b>	<b>Yes</b> X	<b>No</b>	<b>Industry Concurrence:</b>	<b>Yes</b> X	<b>No</b>
<p><b>Comments:</b> Anticipated implementation plan for two level training/certification program has been on Office of Construction website since Oct. 2012. Iowa AGC has been involved since Spring/Summer 2011. Discussed most recently with Iowa AGC and asphalt and concrete paving associations at a 12/4/12 meeting.</p>					



**SPECIFICATION REVISION SUBMITTAL FORM**

<b>Submitted by:</b> Tom Reis / Eric Johnsen		<b>Office:</b> Specifications		<b>Item 12</b>	
<b>Submittal Date:</b> 2013.03.04		<b>Proposed Effective Date:</b> May 21, 2013			
<b>Article No.:</b> <b>Title:</b>		<b>Other:</b> DS-12XXX, Developmental Specifications for Construction or Maintenance Work on Railroad Right-Of-Way (Chicago, Central, & Pacific Railroad Company And Cedar River Railroad Company)			
<b>Specification Committee Action:</b>					
<b>Deferred:</b> X	<b>Not Approved:</b>	<b>Approved Date:</b>	<b>Effective Date:</b>		
<b>Specification Committee Approved Text:</b>					
<p><b>Comments:</b> The Office of Construction had many comments on the proposed DS. These comments will be proposed to the Canadian National Railroad and the DS will be brought back for Committee approval.</p> <p>The Office of Traffic &amp; Safety asked for clarification on the railroads involved. The title refers to the Chicago, Central, &amp; Pacific Railroad Company and the Cedar River Railroad Company, but most references in the specification are to the Canadian National Railroad. The Canadian National is the parent company of the two mentioned in the title. The DS may be revised to more clearly indicate this.</p> <p>The Specifications Sections is also developing Developmental Specifications for use on BNSF Railway and Canadian Pacific Railway.</p>					
<b>Specification Section Recommended Text:</b> See attached draft Developmental Specifications for Construction or Maintenance Work on Railroad Right-of-Way (Chicago, Central, & Pacific Railroad Company and Cedar River Railroad Company).					
<b>Comments:</b> This specification was developed using the current UPRR specifications as a base and adjusting to meet the business practices of the CNRR.					
<b>Member's Requested Change:</b> (Do not use 'Track Changes', or 'Mark-Up'. Use <b>Strikeout</b> and <b>Highlight</b> .)					
See attached draft Developmental Specifications for Construction or Maintenance Work on Railroad Right-of-Way (Chicago, Central, & Pacific Railroad Company and Cedar River Railroad Company)					
<b>Reason for Revision:</b>					
To standardize the specification language being used for railroad projects, to aid the industry and construction field staff by having consistent language while performing and administering contracts involving work on railroad ROW, and allow increased efficiency when negotiating railroad agreements.					
<b>County or City Input Needed (X one)</b>		<b>Yes</b>		<b>No</b> x	
<b>Comments:</b> This specification has been used as a Special Provisions over the past year on numerous city, county, and state projects. The CNRR concurred with the use of this specification as a standardized specification as of March 4, 2013.					
<b>Industry Input Needed (X one)</b>		<b>Yes</b>		<b>No</b> x	
<b>Industry Notified:</b>	<b>Yes</b>	<b>No</b>	<b>Industry Concurrence:</b>	<b>Yes</b>	<b>No</b>
<b>Comments:</b>					

DS-12XXX  
(New)



**DEVELOPMENTAL SPECIFICATIONS  
FOR  
CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY  
(CHICAGO, CENTRAL, & PACIFIC RAILROAD COMPANY AND CEDAR RIVER RAILROAD COMPANY)**

**Effective Date  
Month dd, 2013**

**THE STANDARD SPECIFICATIONS, SERIES 2012, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE DEVELOPMENTAL SPECIFICATIONS AND THEY PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.**

**12XXX.01 DESCRIPTION.**

This specification applies to projects on the Interstate, Primary, Secondary, and Local Road systems involving construction or maintenance of roadways and structures on Chicago, Central, and Pacific Railroad and the Cedar River Railroad (collectively CCP) Right-of-way (ROW).

This specification describes the following:

- Requirements when work is within the ROW or properties of the CCP and adjacent to tracks, wire lines, and other facilities.
- Coordination with CCP when work by the Contractor will be performed upon, over, or under the CCP ROW, or may impact current or future CCP operations.

The CCP representative will be the person or persons identified by the CCP Public Works Manager to handle specific tasks related to the project. The contract documents will specify the contact information for this individual(s).

Prior to advertising the project for letting, the Contracting Authority will negotiate and obtain an agreement with the CCP for the work on CCP ROW. The Contractor will also be required to enter into a Right of Entry agreement with the CCP for the purpose of coordinating Contractor work and CCP train activities. A copy of this agreement is attached as DS-12XXX, Attachment A.

The Contractor shall provide physical barriers approved by CCP to protect track and ballast from damage and contamination when the Contractor's equipment is operating within 25 feet (7.62 m) from nearest rail.

**12XXX.02 REQUESTS FOR INFORMATION.**

All requests for information involving work within any CCP ROW shall be in accordance with the procedures listed in the contract documents. All requests shall be submitted to the Engineer. The Engineer will forward the request to the CCP as necessary.

**12XXX.03 CONSTRUCTION AND AS-BUILT SUBMITTALS.**

- A. Submittals are required for construction materials and procedures as outlined below. The submittals shall include all review comments from the Engineer. All design submittals shall be stamped and signed by a Professional Engineer registered in the State of Iowa.

- B. The tables below provide CCP’s minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in the contract documents. The minimum review times indicated below represent CCP’s requirements only. The Contractor shall allow additional time for the CCP’s review time as stated elsewhere in the contract documents.

For this specification the following definitions shall apply:

**Overpass:** when the roadway bridges over the railroad.

**Underpass:** when the roadway crosses under the railroad.

- C. Submittals will be made by the Engineer to the CCP. Items in Table DS-12XXX.04-1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table DS-12XXX.04-2 shall be submitted for underpass projects only.

Prior to or during construction of underpass structures, the CCP requires the review and approval of drawings, reports, test data, and material data sheets to determine compliance with the specifications. Product information for items noted in Table DS-12XXX.04-2 shall be submitted to CCP through the Engineer for their review and approval. The signed submittal and the Engineer’s review comments will be reviewed and approved by CCP. Review of the submittals by CCP will not be conducted until after review by the Engineer.

**Table DS-12XXX.04-1: Review Sets and Minimum Time for Review**

Description	Sets Required	CCP’s Minimum Review Time
Shoring design and details	2	4 weeks
Falsework design and details	2	4 weeks
Drainage design provisions	2	4 weeks
Erection diagrams and sequence	2	4 weeks
Demolition diagram and sequence	2	4 weeks

**Table DS-12XXX.04-2: Sets Required**

Description	Sets Required	Notes
Shop drawings	4	Steel and Concrete members
Bearings	4	For entire structures
Concrete Mix Designs	4	For entire structures
Rebar & Strand certifications	4	For superstructure only
28 day concrete strength	4	For superstructure only
Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness.
Welding Procedures and Welder Certification	4	AWS requirements
Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings.

Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D 1557.
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D. As-Built Records will be submitted to the CCP within 1 year of completion of the structures. These records shall consist of the following items:

**1. Overpass Projects:**

- Electronic files of all structure design drawings with as-constructed modifications shown in Auto-Cad Civil 3D or Acrobat .PDF format.
- Hard copies of all structure design drawings with as-constructed modifications shown.

**2. Underpass Projects:**

- Electronic files of all structure design drawings with as-constructed modifications shown, in Auto-Cad Civil 3D or Acrobat .PDF format.
- Hard copies of all structure design drawings with as-constructed modifications shown.
- Final approved copies of shop drawings for concrete and steel members.
- Foundation Construction Reports
- Compaction testing reports for backfill at abutments

**12XXX.04 SITE INSPECTIONS BY THE CCP.**

Site inspections may be performed by the CCP at any point during construction, including but not limited to the following:

- Preconstruction meetings
- Pile driving, drilling of caissons or drilled shafts
- Reinforcement & concrete placement for railroad bridge substructure or superstructure
- Erection of precast concrete or steel bridge superstructure
- Placement of waterproofing (prior to placing ballast on bridge deck)
- Completion of the bridge structure

A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Engineer for submittal to the CCP for review and approval prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

**12XXX.05 CCP REPRESENTATIVES.**

CCP representatives will be provided at the expense of the Contracting Authority to protect CCP facilities, property, and movements of its trains or engines. CCP may, at the Contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel.

In general, CCP will furnish such personnel or other protective services as follows:

- Flagging protection will be required during any operation involving direct and potential interference with CCP's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within 25 feet (7.62 m) horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CCP deems protective services necessary, which may include work on or off CCP's property more than 25 feet (7.62 m) from the nearest centerline of a railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within 25 feet (7.62 m) of any track.
- For any excavation below elevation of track subgrade if, in the opinion of CCP, track or other CCP facilities may be subject to settlement or movement.
- During any clearing, grubbing, excavation, or grading, or other construction activity in proximity to CCP facilities, which, in the opinion of CCP, may endanger CCP facilities or operations.

- During the Contractor's operations when, in the opinion of CCP, CCP facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- The Contractor shall arrange with the CCP to provide the adequate number of flag persons to accomplish the work.

The Contractor shall be required to pay CCP in advance for the cost of personnel or other protective services. Prepayment will be based on the Contractor's estimated time for needing protective services, and if that prepayment will be exhausted prior to the expiration of the contractor's need for protective services, additional prepayment funds will be needed to cover the new projected completion of the project.

In the event CCP is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), Contractor shall not perform the said operation or work until such time and date(s) that appropriate CCP services can be made available. CCP shall not be liable for any delay or increased costs incurred by Contractor owing to CCP's inability or failure to have appropriate CCP services available at the time or on the date requested.

#### **12XXX.06 INSURANCE.**

The Contractor shall not enter upon or over CCP's ROW until the Engineer and CCP have been furnished the insurance policies, binders, certificates, and endorsements required by the contract documents and the CCP 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 CCP's property and cleans the premises in a manner reasonably satisfactory to CCP.

In addition to providing to CCP the insurance binders, endorsements, and certificates described below, the Contractor shall also provide the subcontractor insurance endorsements that are described in Article **DS-12XXX.07**; ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.

The Contractor shall provide the following kinds of insurance in addition to the requirements of Article 1107.02 of the Standard Specifications.

##### **A. Commercial General Liability Insurance.**

Commercial general liability (CGL) (occurrence based) with a limit of not less than \$5,000,000.00 each occurrence and an aggregate limit of not less than \$10,000,000.00. CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy shall also contain the following endorsement, which shall be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Chicago Central and Pacific Railroad Company and Cedar River Railroad Company 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.

##### **B. Business Automobile Coverage Insurance.**

Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000.00 for each accident.

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 "Chicago Central and Pacific and Cedar River Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90), if required by law.

**C. Workers Compensation and Employers Liability Insurance.**

Coverage shall include, but not limited to:

- The Contractor's statutory liability under the workers' compensation laws of the State of Iowa.
- Employers' Liability (Part B) with limits of at least \$500,000.00 each accident, \$500,000.00 disease policy limit, \$500,000.00 each employee.

If the Contractor is self-insured, evidence of the State of Iowa's approval and excess workers compensation coverage shall be provided. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall contain the following endorsement, which shall be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing CCP in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. Umbrella Insurance.**

If the Contractor utilizes umbrella policies, these policies shall "follow form" and afford no less coverage than the primary policy. Excess coverage is not allowed.

**E. Pollution Liability Insurance.**

Pollution liability coverage shall be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00.

If the scope of work as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor shall furnish to CCP evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000.00 per loss, and an annual aggregate of \$2,000,000.00.

**F.** All policy(ies) required above (except worker's compensation and employers liability) shall include the CCP and its Parents as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to the CCP and its Parents as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for the CCP's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions contained in the specifications.

**G.** Punitive damages exclusion, if any, shall be deleted (and the deletion indicated on the certificate of insurance), unless the law governing prohibits all punitive damages that might arise in connection with this contract.

**H.** The Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors, and employees. This waiver shall be stated on the certificate of insurance.

**I.** Prior to commencing the work, the Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this contract.

- J. All insurance policies shall be written by a reputable insurance company acceptable to the CCP or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Iowa.
- K. The fact that insurance is obtained by the Contractor or by the CCP on behalf of the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by the CCP from the Contractor or any third party shall not be limited by the amount of the required insurance coverage.

**12XXX.07 ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.**

The Contractor shall not assign or subcontract the provisions of this specification, or any interest therein, without the written consent of the Engineer. The Contractor shall be responsible for the acts and omissions of all subcontractors. Before the Contractor commences any work, they shall, except to the extent prohibited by law; (1) require each subcontractor to include the Contractor and CCP as "Additional Insureds" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each subcontractor to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each subcontractor to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**12XXX.08 ADDITIONAL SAFETY REQUIREMENTS.**

Personnel employed by the Contractor or subcontractors shall complete the course "CN Contractor Security/Safety Course", and be registered prior to working on CCP property, except that such personnel are not required to execute the Right of Entry form for contractors, it being understood that all contractors or subcontractors shall instead execute the Right of Entry Agreement attached to this specification. The CCP orientation course is available at: [www.contractororientation.com](http://www.contractororientation.com). This course shall be completed annually.

CCP has exempted from this requirement those it classifies as "Delivery Persons" from this training, such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

The Contractor shall require its employees to be suitably dressed to perform their duties safely. The Contractor shall require workers to wear personal protective equipment as specified by CCP rules and regulations. All personal protective equipment will be of safe design and construction for the work to be performed and shall be maintained in a sanitary and reliable condition. Protective equipment shall include, but not be limited to the following PPE listed below that meet the U.S. ANSI standards (American National Standards Institute):

- Eye and face protection ANSI Z 87.1
- Head protection ANSI Z 89.1
- Foot protection ANSI Z 41.1
- High Visibility apparel ANSI / ISEA Z 107

Additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; and hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site. 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.

CCP requires that the Contractor provide their personnel with the proper training, and that the Contractor's personnel are provided with 1) a sticker to be affixed visibly on their hard hat and 2) a qualification card so that CCP employees know that the Contractor's personnel are familiar with CCP safety practices and proof of having successfully completed the "CN Contractor Security/Safety Course"



course. If a Contractor's employee does not have the sticker and qualification card, that Contractor employee will not be allowed on CCP property.

Heavy equipment operating within CCP ROW shall be equipped with audible back-up warning devices. If in the opinion of the CCP the Contractor's equipment is unsafe for use on the CCP's ROW, the Contractor shall remove such equipment from the CCP ROW.

The Contractor shall promptly notify the CCP of any U.S. OSHA reportable injuries occurring to any employee that arises during the work performed on the work site within CCP ROW.

If at any time the Engineer or the CCP is of the opinion that any work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, or in violation of any applicable safety rule, the Engineer may suspend the work until proper protective measures are adopted and provided. In addition, if CCP has a reasonable, good faith belief that the Contractor is engaging, or is about to engage, in any activity that poses a substantial risk of causing great bodily injury or death to any person, or significant property damage, CCP may suspend the work of the Contractor and shall as soon as possible thereafter contact the Engineer to review the circumstances of the work stoppage. CCP shall thereafter abide by the decision of the Engineer as to the necessity of the work stoppage.

#### **12XXX.09 SAFETY MEASURES-PROTECTION OF OPERATIONS.**

The Contractor shall perform work in a safe manner and in conformity with the following standards:

##### **A. Explosives.**

The Contractor shall not discharge any explosives on or in the vicinity of the CCP's property without the prior consent of the CCP, which shall not be given if, in the sole discretion of the CCP, such discharge would be dangerous or would interfere with the CCP's property or facilities. For the purposes hereof, the "vicinity of the CCP's property" shall be deemed to be any place on the CCP's property or in such close proximity to the CCP's property that the discharge of explosives could cause injury to the CCP's employees or other persons, or cause damage to or interference with the facilities or operations on the CCP's property. The CCP reserves the right to impose limitations on the transportation, handling, storage, security, and use of explosives as the CCP, in the CCP's sole discretion, may deem to be necessary, desirable, or appropriate. In addition to any limitations as may be specifically imposed:

1. The Contractor shall provide no less than 48 hours written notice, excluding weekends and holidays, before discharging any explosives.
2. Any explosives loaded in holes, placed or otherwise readied for discharge, they shall be discharged the same day during daylight hours, and at mutually acceptable times.
3. The Contractor, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction, or interference arising out of or connected with any blasting or any transportation, handling, storage, security, or use of explosives.

##### **B. Obstructions to View.**

Except as otherwise provided herein, the Contractor shall not cause or permit the view along the tracks of the CCP to be obstructed, nor place any combustible material on the crossing area, nor erect any structures thereon except as allowed by the contract documents.

##### **C. Excavation.**

The Contractor shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, impair, or endanger the clearance between existing or new slopes and the tracks of the CCP. The Contractor shall not perform any work that may disturb the stability of any area or adversely affect the CCP's tracks or facilities.



The Contractor, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation or trenching performed by them in connection with construction, maintenance, or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the CCP to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the CCP's operations in the vicinity.

**D. Drainage.**

The Contractor, at its expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water to flow or collect upon property of the CCP that may adversely affect any of the CCP's operations, equipment or any third parties with permitted facilities on the CCP's ROW. The Contractor, at its own expense, shall provide adequate passageway for the waters of any streams, bodies of water, and drainage facilities (either natural or artificial, and including water from the CCP's culverts and drainage facilities), so that said waters may not, because of any facilities or work of the Contractor, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the CCP or any part thereof, or property of others. The Contractor shall not obstruct or interfere with existing ditches or drainage facilities.

**E. Clearances.**

The Contractor shall provide a minimum vertical clearance of 22.0 feet (6.71 m) above top of rails and a minimum lateral clearance of 12.5 feet (3.81 m) from centerline of track nearest temporary construction falsework. No materials, supplies, or equipment will be stored within 25 feet (7.62 m) from the centerline of any railroad track, measured at right angles thereto.

Proposed changes to the specified minimum clearances shall be submitted in writing to CCP, through the Engineer, at least 30 calendar days in advance of the work. No work shall commence until the Engineer receives concurrence, in writing, from CCP that approval is given and that arrangements have been made for flagging service, as may be necessary. The CCP will have 15 calendar days to respond to the request.

**F. Demolition of Existing Structures.**

The Contractor shall submit demolition plans to the Engineer for review and approval. The Engineer will forward such plans to the CCP as identified in the project agreement for CCP to review and approve. Demolition performed over or near CCP track will require proper protective shielding or other measures (as identified on the plans) as maybe required by CCP, and the Contractor shall be required provide signed plans, signed by a Professional Engineer licensed in the State of Iowa, and schedule for review and approval by CCP. Such protective shielding or measures shall be designed for immediate removal by Contractor whenever instructed to do so by CCP. Demolition shall not be undertaken until CCP has advised Engineer of its approval of the plans and schedule, and the Contractor has received the Engineer's and CCP's written approval of such demolition plans and schedule. All such reviews and approvals or rejections will be completed by the Engineer and CCP within 45 calendar days of receipt from the Contractor.

**12XXX.10 WALKWAYS.**

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for CCP's use in walking along trains, extending to a line not less than 12 feet (3.66 m) from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while CCP's flagging service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavations when in close proximity of track, and railings shall not be closer than 8.5 feet (2.59 m) horizontally from center line of tangent track or 9.5 feet (2.9 m) horizontally from centerline of curved track.

**12XXX.11 EXCAVATIONS IN CLOSE PROXIMITY TO CCP FACILITIES.**

The Contractor shall take special precaution in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls, or other facilities that require shoring shall comply with the following requirements: OSHA, AREMA, and CCP "Guidelines for Temporary Shoring".

The Contractor shall contact CCP for facility locates at least 5 working days prior to commencing work at 1.248.740.6227 during normal business hours (7:00 a.m. to 3:00 p.m. C.S.T., Monday through Friday, except holidays). The Contractor shall pay CCP in advance for the cost of CCP locates. The cost for a cable locate is \$250.00. If a telecommunications system is buried anywhere on or near CCP property, the Contractor shall coordinate with CCP and the telecommunication company to arrange for relocation or other protection of the system prior to beginning any work on or near CCP property.

**12XXX.12 NO INTERFERENCE WITH CCP'S OPERATION.**

The Contractor shall not interfere with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of the CCP its lessees, licensees, or others, unless specifically permitted and authorized in advance by the CCP. When not in use, the Contractor's machinery and materials shall be kept at least 50 feet (15.24 m) from the centerline of CCP's nearest active track, and there shall be no crossings of CCP's tracks except at existing open public crossings or as provided by private construction crossing agreement between CCP and the Contractor. CCP may require the Contractor to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above the CCP's property.

**12XXX.13 TRAFFIC CONTROL.**

The Contractor's operations that control traffic across or around CCP facilities shall be coordinated with and approved by the CCP.

**12XXX.14 INDEMNITY.**

As used in this Article, "CCP" includes other railroad companies using the CCP's property at or near the location of the Contractor's work and CCP's 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 CCP'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 CCP, or property in its care or custody).

The Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the CCP from any loss which is due to or arises from any cause and is associated in whole or in part with the work covered herein, 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 CCP, or except to the extent caused by the gross negligence or willful misconduct of the CCP.

**12XXX.15 MAINTENANCE OF CCP FACILITIES.**

The Contractor shall maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations, promptly repair eroded areas within CCP's ROW, and repair any other damage to CCP property, or its tenants; at no cost to the CCP. Contractor will be required upon the completion of the work to remove from within the limits of CCP's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of CCP or their authorized representative.

**12XXX.16 COMMUNICATIONS AND SIGNAL LINES.**

No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present. If required, CCP will rearrange its communications and signal lines, grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by CCP's forces in connection with its

operation at the expense of the Contracting Authority. This work will be performed by the CCP and it is not a part of the contract.

**12XXX.17 FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on the CCP's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The Contractor shall contact the Iowa One Call (1.800.292.8989 (a 24-hour number)) to determine if fiber optic cable is buried anywhere on the CCP's ROW to be used by the Contractor. If it is, the Contractor shall telephone the telecommunications company involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the CCP's ROW.

In addition to the liability terms elsewhere in this specification, the Contractor shall indemnify and hold harmless the CCP against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs, and expenses) arising out of or in any way contributed to by any act or omission of the Contractor, agents, or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on CCP's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, its contractor, agents, or employees, on CCP's property. The Contractor shall not have or seek recourse against CCP for any claim or cause of action for alleged loss of profits, revenue, loss of service, or other consequential damage to a telecommunication company using CCP's property or a customer or user of services of the fiber optic cable on CCP's property.

**12XXX.18 COOPERATION.**

The CCP will cooperate with the Contractor so that work may be conducted in an efficient manner, and will cooperate with the Contractor in enabling use of CCP's ROW in performing the work.

**12XXX.19 WAIVER OF BREACH.**

The waiver by the CCP of the breach of any condition, covenant, or specification herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the CCP to avail itself of any subsequent breach thereof.

**12XXX.20 CCP OPERATIONS.**

The Contractor shall be advised that trains or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with the train schedules in this location 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. Activities may include both through moves and switching moves to local customers. 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 that construction activities do not interfere with CCP operations.

Work windows for this contract shall be coordinated with the Engineer, who shall receive CCP's approval before advising the Contractor of the availability of any work window. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

- A. Conditional Work Window:** A period of time that CCP operations have priority over construction activities. At the direction of the CCP flag person, upon approach of a train, and when trains are present, the tracks shall be cleared (i.e., no construction equipment, materials, or personnel within 25 feet (7.62 m), or as directed by the CCP, from the tracks). Conditional Work Windows are available for the contract.
- B. Absolute Work Window:** A period of time that construction activities are given priority over CCP 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 CCP, Public Utilities Commission, 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 CCP will perform inspections of the work prior to placing back into service. CCP flag persons will be required for construction activities requiring an Absolute Work Window.

Absolute Work Windows will not generally be granted, and any provided shall require the express written approval by CCP's Transportation Department. Any request will require a detailed explanation for CCP review and approval.

- C. All work on CCP's ROW shall be done at such times and in such manner so as not to interfere with or endanger the operations of CCP. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the CCP for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor that requires flagging or inspection service shall be deferred until the flagging protection required by CCP is available at the job site.
- D. The Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request shall include:
- Exactly what the work entails.
  - The days and hours that work will be performed.
  - The exact location of work, and proximity to the tracks.
  - The type of window requested and the amount of time requested.
  - The designated contact person.

The Contractor shall provide written notice to the CCP at least 48 hours before commencing work in connection with approved work windows when work will be performed within 25 feet (7.62 m) of any track center line.

- E. Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of CCP, the Contractor shall make such provisions. If in the judgment of the CCP such provisions are insufficient, the CCP may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense. The CCP or Engineer will have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the CCP, the Contractor's operations could endanger CCP's operations. In the event such an order is given, Contractor shall immediately notify the Engineer of the order.

## **12XXX.21 RAILROAD FLAGGING.**

### **A. Notification.**

The Contractor shall notify the CCP and Engineer at least fifteen 15 working days in advance of commencement of any work on CCP property and at least 10 working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet (7.62 m) of any track, or near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet (7.62 m) of any track. Notice shall made using CCP's "Request for Flagging Services" form attached as **DS-12XXX**, Attachment B.

The services of a flagman will be required during any operation involving direct interference with CCP's tracks or traffic, fouling of railroad operating clearances, or reasonable proximity of accidental hazard to railroad traffic, when work takes place within 25 feet (7.62 m) horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CCP deems the services of a flagman necessary, which may include work on or near CCP's property more than 25 feet (7.62 m) from the nearest centerline of a railroad track. Additional flagmen will also be furnished whenever in the opinion of CCP such protection is needed.

Upon receipt of 10 working day notice, the CCP will determine and inform the Contractor whether a railroad flagger need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the CCP, such services will be provided at Contractor's expense with the understanding that if the CCP provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall be required to pay CCP in advance for the cost of personnel or other protective services. CCP shall not be liable for any increased costs incurred by the Contractor or Contracting Authority owing to CCP's inability or failure to have appropriate CCP personnel available at the time or on the date requested.

To enable orderly flagger reassignment to other projects the Contractor shall notify the CCP 5 working days prior to the termination of flagging need or 5 working days prior to completion of the Contractor's work, whichever is sooner. The Contractor shall inform the CCP when work requiring flaggers is complete.

The CCP will notify the Engineer and Contractor when non-compliance is reported by CCP train crews or other CCP employees. Contractor work performed without proper flagging services, when such flagging is required, will be subject to a \$5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by CCP or Engineer from the project.

**B. Flagger Rate of Pay.**

The rate of pay for each flagger will be at the base rate of \$1000.00 per weekday (1-8 hour continuous period). Prepayment for weekend flagman protection will be at the rate of \$150.00 per hour, with an 8 hour minimum of \$1,200.00. Any hours in excess of 8 continuous hours per flagman on either weekday or weekend days shall be prepaid at the rate of \$150.00 per hour. Hours of flagman protection provided in excess of prepayment amounts will be billed at the proper rate and will be promptly paid by over-night delivery. Rates are subject to change, at any time, by law or by agreement between the CCP, its employees or contractors, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges.

**C. Reimbursement to the CCP.**

In the event the Contractor fails to reimburse or pay the CCP for hours of flagman protection provided in excess of prepayment amounts, the Contracting Authority will reimburse the CCP within 30 calendar days of the Contractor defaulting on the payment (default is defined as non-payment within 30 calendar days of billing by the CCP to the Contractor). Failure of the Contractor to reimburse the CCP may result in a reduction or suspension of the Contractors bidding qualifications according to Article 1102.03 of the Standard Specifications.

**D. Documentation and Reimbursement to the Contractor.**

The Contractor shall initially pay CCP for all flagging costs in conjunction with railroad flaggers when any of the conditions identified in Article DS-12XXX.05, warrant a flagger. The Contracting Authority will reimburse the Contractor for any daily cost that exceeds \$1000.00 per day for the cost of flagger services provided by the CCP. The Contracting Authority will reimburse the Contractor 100% of the total cost of flagger services, as deemed necessary by the CCP, that does not meet any of the conditions identified in Article DS-12XXX.05, unless the flagger's presence on the project was a result of the Contractor's communication, or lack of communication, with the CCP. The Contracting Authority will reimburse the Contractor following completion of all work necessitating flagging operations by the CCP and receipt of documentation verifying the CCP invoices have been paid.

For each day that railroad flaggers have been provided, the Contractor shall document daily the conditions on the project site that warrant the flagger. The 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.

The Contractor shall forward copies of the invoices received from the CCP for flaggers and a summary of the flagging costs incurred that exceed the Contractors' requirements described in Article **DS-12XXX**.05, to the Engineer with a request for payment for the additional railroad flagger costs. The Engineer will review the Contractor's daily logs against the CCP's invoice and make payment for the eligible costs in accordance with Article 1109.03, of the Standard Specifications.

The Contractor shall be responsible to the CCP 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.

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

The Contracting Authority may award multiple contracts for work in the same general area. The Contractor shall try to stage work to minimize the need for railroad flaggers. In the event of multiple projects in a particular location, the Contractor initially requiring flagging on a daily basis shall be responsible for all flagging costs for that day.

#### **12XXX.22 TEMPORARY CROSSINGS.**

At other than established public road crossings, the Contractor shall not move any equipment or materials across the CCP's tracks until written permission has been obtained from the CCP.

If the Contractor requires a temporary railroad crossing the Contractor shall arrange for the crossing installation at a location acceptable to the Contractor and CCP at the Contractor's expense to include all CCP costs of installation, maintenance, removal, and track restoration. The temporary crossing shall be gated and locked at all times when not required for use by the Contractor. Flagging will always be required during use of a temporary crossing. 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 private construction crossing agreement between the Contractor and CCP. Prior notice of need for a temporary crossing is required to allow for CCP site review, cost estimating, securing material, and work crew scheduling and will vary. The Contractor should contact the CCP prior to making a bid when a temporary crossing is required.

#### **12XXX.23 LIMITATION OF RIGHTS GRANTED.**

The Contract, any Temporary Easement, and Permanent Easement are all subject to the prior and continuing right and obligation of the CCP to use and maintain its property, not inconsistent with highway purposes, including the right and power of the CCP to construct, maintain, repair, renew, use, operate, change, modify, or relocate CCP tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, or across any or all parts of its property, all or any of which may be freely done at any time or times by the CCP, not inconsistent with highway purposes and at CCP's sole cost and expense.

The Contract, Temporary Construction Easement, and Permanent Easement, whether recorded or unrecorded, are subject to all outstanding rights (including those in favor of licensees and lessees of the CCP's property, and others) and the right of the CCP to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

#### **12XXX.24 MECHANIC'S 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 the CCP for any work performed. The Contractor shall indemnify and hold harmless the CCP 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. It is understood that this specification may be recorded in the county in which the work is to be performed and such recording shall serve as public notice that no Contractor, subcontractor, or material supplier shall file any notice of a mechanic's or material supplier's lien or permit or suffer any mechanic's lien or material supplier's lien on the property of the CCP to the extent permitted by law.

**12XXX.25 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.**

CCP Insurance Provisions required by this specification above those required by Division 11 of the Standard Specifications will be measured as a lump sum. The cost of the insurance provisions above that required by Division 11 of the Standard Specifications shall be included in the lump sum bid price for CCP Insurance Provisions.

Attachments to this specification:

- **DS-12XXX**, Attachment A: Right of Entry Agreement
- **DS-12XXX**, Attachment B: Requirements Regarding Flagging and Cable Location for Construction on CN



DS-12XXX, Attachment A

## RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made between \_\_\_\_\_ (hereafter Contractor) and Chicago Central and Pacific Railroad Company/Cedar River Railroad Company (hereafter Railroad) in order to permit Contractor to enter onto Railroad's property, for the purposes of performing work in connection with the following project for the Contracting Authority:

Project \_\_\_\_\_, as further identified in the attached project documents.

Contractor shall pay to Railroad upon execution of this Agreement the sum of \$750.00 as consideration for the right of entry awarded under this Agreement and to cover preparation and administration of this Agreement.

Contractor and Railroad hereby agree as follows:

1. Contractor shall enter Railroad's property (identified in the attached project documents) only in connection with the above-referenced project;
2. Contractor shall give Railroad at least 15 working days' advance notice of the date Contractor plans to start any work on the project;
3. Upon request, Contractor shall provide Railroad with detailed plans of the project at no cost to Railroad;
4. Contractor shall comply with all terms and requirements set forth in Iowa Department of Transportation Special Provisions (DS-12XXX) for Construction or Maintenance Work on Railroad Right-of-Way, including but not limited to the insurance requirements set forth in such specification Contractor shall provide Railroad with certificates and declarations sheets that prove or show compliance with such insurance requirements;
5. As used in this paragraph, "CCP" includes other railroad companies using the CCP's property at or near the location of the Contractor's work and CCP's 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 CCP'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 CCP, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the CCP from any loss which is due to or arises from any cause and is associated in whole or in part with the work covered herein, 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 CCP, or except to the extent caused by the gross negligence or willful misconduct of the CCP;

6. The insurance requirements set forth in this Agreement shall not relieve or limit Contractor's liability to Railroad under the indemnity provisions of this Agreement;
7. Contractor shall comply with any federal, state or local laws, statutes, codes, ordinances, rules and regulations applicable to its construction and maintenance of the project. Contractor shall

defend, indemnify and hold railroad and its affiliates harmless with respect to any fines, penalties, liabilities or other consequences arising from contractor's failure to comply with any such federal, state or local laws, statutes, codes, ordinances, rules and regulations;

- 8. Contractor shall promptly notify Railroad of any loss, damage, injury or death arising out of or in connection with the project work;
- 9. The provisions of this Agreement shall survive the termination or expiration of the Agreement;
- 10. Railroad certifies that it has carefully reviewed the project plans and that it agrees to permit the Contractor and its employees, officers and subcontractors to enter onto and work upon its property for the purpose of completing said project under the terms of this Agreement;
- 11. Any notices or communications concerning this agreement shall be delivered to the following designated individuals:

Harlan R. Arians  
 Public Works Manager  
 1006 E. 4<sup>th</sup> Street  
 Waterloo, IA 50703  
 Telephone Number: 319.236.9205

For Contractor \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Contractor and Railroad have executed and delivered this agreement as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Railroad

DS-12XXX, Attachment B

## **REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CN**

**(Hereinafter called "Railroad")  
(Revised: Effective August 1, 2011)**

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Troy, Michigan, Phone (248) 740-6227; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

**Cost for a cable locate is \$250.00, which is to be prepaid before installation is to begin.**

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from CN Engineering.

**Prior to any project being started, the RAILROAD requires a "Request for flagging services" form to be completed and submitted; including check for prepayment based on the number of days flagman protection will be required.**

**Request for flagging services**  
Southern Region

TO: **Mary Ellen Carmody**  
**Audit Officer**  
**CN**  
**2800 Livernois, Suite 220**  
**Troy, Michigan 48083**  
**(248) 740-6227**  
**(248) 740-6036 fax**  
**maryellen.carmody@cn.ca**

Date submitted: \_\_\_\_\_

FROM: \_\_\_\_\_  
(Name)

**I am requesting a flagman for the following project. All blanks below must be completely filled in before any flagman request will be honored. Proof of Insurance must accompany this form. Flagman will be provided at your cost, depending on availability, within five (5) business days. Direct your calls concerning availability and problems to (248) 740-6227.**

Project Location: \_\_\_\_\_

RR milepost, Street, etc. \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_

\*\*Agreement or Authorization No.: \_\_\_\_\_ Dated: \_\_\_\_\_

With: \_\_\_\_\_

Contractor's Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date(s) Flagging needed: \_\_\_\_\_

Starting time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Location for flagman to report: \_\_\_\_\_

Description of work to be performed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**A check for the number of days flagman protection is required, and MUST be over-nighted to the address shown at the top of this page. Flagging is based on the number of days a flagman is required, at the base rate of \$1,000.00 per day (1 – 8 hours). Any hours in excess of eight (8) hours are billed at the rate of \$150.00 per hour. Prepayment check MUST be received prior to the beginning of this project. Weekend and Holiday flagman protection will be billed at the minimum rate of eight hours (8) at \$150.00 per hour, \$1,200.00. If project runs longer than originally anticipated, then MaryEllen Carmody must be contacted, and an additional check must be submitted. Rates are Effective August 1, 2011.**

**Cost for cable locate is \$250.00, and is to be prepaid before installation is to begin.**

**\*\* You must have an agreement with CN railroad subsidiary, such as a Right of Entry Permit, Formal Agreement or State, County, City Project Number and proof of insurance before you can enter the property.**

**Will you receive State or Federal Funds as reimbursement for this project? Yes \_\_\_ No \_\_\_**

**I agree to pay for flagging services as requested: \_\_\_\_\_**

*Attach map or other location info and fax completed form with cover letter on your company's letterhead and proof of insurance to MaryEllen Carmody (248) 740-6036*