



Iowa Department of Transportation

SPECIAL PROVISIONS FOR WORK ON RAILROAD RIGHT-OF-WAY (CCP)

Monona County
STP-037-1(50)—2C-67

Effective Date
September 18, 2012

THE STANDARD SPECIFICATIONS, SERIES OF 2009, ARE AMENDED BY THE FOLLOWING ADDITIONS AND MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

090225.01 NOTIFICATION.

The Contractor shall contact the Chicago Central & Pacific (CCP) Railroad's (Railroad) authorized representative: Harlan Arians, Field Engineer, Chicago Central & Pacific Railroad Company, 1006 East 4th Street, Waterloo, IA 50703; telephone no. 708.332.3557, in writing, at least seven calendar days prior to commencing work.

Work affecting Railroad's operation shall be subject to the approval of the Railroad's Engineering Superintendent, or authorized representative.

During construction, use and maintenance of the property upon which the improvement is located, the Engineer will coordinate the Contractor's work with the Railroad to lessen the disruption of train operation. The Contractor shall not interrupt the Railroad's operations or endanger the engines, rail cars, or equipment of the Railroad.

090225.02 PERMITS.

The Contractor shall, before entering upon the property of the Railroad for the performance of work, secure permission from the Railroad for occupancy and use of the Railroad's property and shall confer with the Railroad relative to requirements for railroad clearances, operation, and general safety regulations.

The Contractor shall conduct work in a manner satisfactory to the Railroad and shall not damage the property of the Railroad or to interfere with their operations.

The Railroad will have jurisdiction over the safety of Railroad operations, the decision of the Railroad as to procedures affecting the safety of Railroad operations shall be final, and the Contractor shall be governed by such decision.

Should damage occur to railroad property because of Contractor's operations and Railroad deems it necessary to repair such damage or perform work for protection of its property; the required materials, labor, and equipment will be furnished by Railroad and the Contractor shall reimburse Railroad for costs so incurred.

CN Safety and Security Awareness Training shall be completed through www.erailsafe.com for employees of Contractor or subcontractors performing work on Railroad property. This training will not include background check typically required by eRailSafe.com. In the event Contractor has not already completed this training, Contractor shall contact CN Special Agent James Conroy [via telephone (708.332.5947) or email (James.Conroy@cn.ca)] to be issued a vendor number prior to accessing eRailSafe.com website. Proof of completion of this training shall be available for review when work is performed on Railroad property.

090225.03 TEMPORARY GRADE CROSSINGS.

If Contractor requires construction of temporary grade crossing across track(s) of Railroad for use during construction, Contractor shall make necessary arrangements with Railroad for construction, protection, and removal of temporary grade crossing. Costs of temporary grade crossing construction, protection, maintenance, and removal shall be promptly reimbursed to Railroad on the basis of Railroad's bills, rendered monthly.

Contractor shall not cross Railroad's property or track(s) with vehicles or equipment except at temporary grade crossing as may be constructed as outlined herein, or at existing and open public grade crossings.

090225.04 RAILROAD FLAGGING AND WATCHMAN SERVICES.

Flagging protection or watchman services required by Railroad for safety of railroad operations because of work being performed by Contractor, or in connection therewith, will be provided by Railroad and the cost shall be reimbursed by Contractor to Railroad on the basis of Railroad's bills, rendered monthly. Railroad's requirements are as follows:

Services of at least one and possibly two watchmen or flagmen will be required during: excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of concrete footings for piers adjacent to the track(s); construction and removal of falsework, bracing, or forms over or adjacent to the track(s); construction or equipment across the track; setting or placing of beams or girders in the span(s) over the track(s); any construction operations involving direct interference with the Railroad's track(s) or traffic, fouling of railroad operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever workers or equipment will be working within 25 feet of the centerline of any live track. If an existing bridge or other structure is to be removed, the services of at least one and possibly two watchmen or flagmen will be required during the removal of that portion of the existing structure immediately over or adjacent to any track. Flagmen will also be furnished when the Railroad deems such protection is needed.

In order that the Railroad may be prepared to furnish protective services, Contractor shall notify the Railroad at least five business days in advance of when protective services will be needed.

090225.05 RAILROAD REIMBURSEMENT.

Rates of pay for Railroad employees will be the prevailing Railroad hourly wage for an eight-hour day for the class of employee(s) involved during the regularly assigned hours, overtime in accordance with Labor Agreements and Schedules and the Railroad's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between the Railroad and employees, and may be retroactive because of negotiations or a ruling of an authorized governmental agency. If wage rates are changed, the Contractor shall pay on the basis of the new rates.

Contractor shall reimburse Railroad monthly for costs of services performed by Railroad for the Contractor, and furnish Engineer satisfactory evidence that Railroad has acknowledged receipt of same before final payment is made for the project.

090225.06 SAFETY OF OPERATIONS.

During construction of footings or piers or other supports or structures adjacent to track of Railroad, Contractor shall make adequate provision against sliding, shifting, sinking, or disturbing railroad embankment and track(s) adjacent to said piers, supports, or structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the Engineer and Railroad's Engineering Superintendent.

Before commencing work on any pier or structure adjacent to track, Contractor shall submit prints of the proposed sheeting and bracing details for the protection of the Railroad's track(s) to Engineer and Railroad for review. This submittal shall include proposed method of installation and be accompanied by supporting data, including design computations, logs of soil borings, and other pertinent information.

After review by Engineer, two sets of prints of the proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, licensed in the State of Iowa together with supporting documents, shall be forwarded to the Railroad Engineer for review and approval.

Contractor shall notify Railroad in writing not less than seven calendar days in advance of proposed time of beginning of construction of piers, supports, or structures adjacent to track(s).

090225.07 TEMPORARY CLEARANCES.

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

- Vertical: 21.5 feet above top of highest rail and
- Horizontal: 15.0 feet from centerline of nearest track, measured at right angles thereto.

If lesser clearances are required for any part of the work, Contractor shall secure written authorization from Railroad for such lesser clearances in advance of the start of work of that portion of the project along, on, over, or across the property or track(s) of the Railroad.

Contractor shall not store materials, supplies, or equipment closer than 25.0 feet from centerline of railroad track, measured at right angles thereto.

090225.08 FINAL CLEANUP.

Contractor shall remove approaches to temporary grade crossing(s) constructed for Contractor's use, restoring same as nearly as practicable to conform to the adjoining terrain; remove any accumulated silt in Railroad's side ditches, restoring proper flow, employ erosion control measures to prevent further siltation until ground cover is reestablished; and leave Railroad's property in a neat condition satisfactory to Railroad.

090225.09 RESPONSIBILITY OF SUPERVISION.

This specification shall not be construed to place responsibility on Railroad for quality or conduct of work performed by Contractor. Approval given or supervision exercised by Railroad, or failure of Railroad to object to work done, material used, or method of operation will not relieve the Contractor of their contractual obligations.

090225.10 INSURANCE & PROTECTION.

In addition to Article 1107.02 of the Standard Specifications, Contractor shall provide the following:

- Railroad Protective Insurance as stated in Code of Federal Regulations, Title 23, part 646, and revisions thereto issued by FHWA for damages because of bodily injury to or death of persons and injury to or destruction of property resulting from operations of Contractor, subcontractors, or their

employees on the project, such insurance (written in the limits as shown below) to be approved by and acceptable to the Railroad, with a copy of each policy to be furnished to Railroad and Engineer. Approval and acceptance of this coverage will not be unreasonably withheld by Railroad. Form of insurance shall be in accordance with the Railroad Protective Liability form shown in the Federal Aid Highway Program Manual, and be executed by an insurance company qualified to do business in Iowa. Limits are as follows:

Coverage A (Bodily Injury Liability); Coverage B (Property Damage Liability); and Coverage C (Physical Damage to Property) combined single limit of \$2,000,000 per occurrence with \$6,000,000 aggregate for the term of the policy.

Policy shall name Chicago Central and Pacific and Its Parents (Attention: Jacqueline Moder), 1625 Depot Street, Stevens Point, WI 54481, telephone 715.345.2501; as Additional Insured and shall not contain exclusions related to the following:

- a. Doing business on, near, or adjacent to Railroad facilities.
- b. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

The above policies shall contain a waiver of the right of subrogation.

Before commencing work, Contractor shall submit to Contracting Authority and Railroad a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of policy or policies. Policies shall provide no less than 30 calendar days prior written notice to Contracting Authority and Railroad of cancellation or material change in policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve the Contractor from or serve to limit Contractor's liability or indemnity obligations under the provisions herein.

090225.11 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Insurance provisions above those required by the Standard Specifications will be paid for as a Lump Sum bid item Insurance Provisions.