



Iowa Department of Transportation

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

Webster County
BRF-169-6(77)--38-94
NHSN-169-6(75)—2R-94

Effective Date
November 17, 2009

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.

090009.01 Contractor's Requirement - 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 Fourth Street, Waterloo, IA 50703; telephone no. 319.236.9205, 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.

090009.02 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 the Contractor's operations and the Railroad deems it necessary to repair such damage or perform any work for the protection of its property; the required materials, labor, and equipment shall be furnished by the Railroad and the Contractor shall reimburse the Railroad for costs so incurred.

CN Safety and Security Awareness Training shall be completed through www.erailsafe.com for all employees of the Contractor or subcontractors performing work on Railroad property. This training will not include background check typically required by eRailSafe.com. In the event the Contractor has not already completed this training, the 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 the eRailSafe.com website. Proof of completion of this training shall be available for review when work is performed on CN property.

090009.03 TEMPORARY GRADE CROSSINGS.

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

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

090009.04 RAILROAD FLAGGING AND WATCHMAN SERVICES.

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

The 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, the Contractor shall notify the Railroad at least five business days in advance of when protective services will be needed.

090009.05 RAILROAD REIMBURSEMENT.

The 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.

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

090009.06 SAFETY OF OPERATIONS.

During construction of footings or piers or other supports or structures adjacent to any track of the Railroad, the Contractor shall make adequate provision against sliding, shifting, sinking, or in any way disturbing the 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, the Contractor shall submit prints of the proposed sheeting and bracing details for the protection of the Railroad's track(s) to the Engineer and Railroad for review. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, logs of soil borings, and other pertinent information.

After review by the 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 the supporting documents, shall be forwarded to the Railroad Engineer for review and approval.

The Contractor shall notify the Railroad in writing not less than 7 calendar days in advance of the proposed time of the beginning of the construction of the piers, supports, or structures adjacent to the track(s).

090009.07 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

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, the Contractor shall secure written authorization from the 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.

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

090009.08 FINAL CLEANUP.

The Contractor shall remove the approaches to temporary grade crossing(s) constructed for the 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 the Railroad's property in a neat condition satisfactory to the Railroad.

090009.09 RESPONSIBILITY OF SUPERVISION.

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

090009.10 Insurance & Protection

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

Railroad Protective Insurance as stated in the Code of Federal Regulations, Title 23, part 646, and any revisions thereto issued by the Federal Highway Administration for damages because of bodily injury to or death of persons and injury to or destruction of property resulting from the operations of the 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 the Railroad and the Engineer. Approval and acceptance of this coverage will not be unreasonably withheld by the Railroad. The form of insurance shall be in accordance with the Railroad Protective Liability form shown in the Federal Aid Highway Program Manual, and shall 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 \$5,000,000 per occurrence with \$10,000,000 aggregate for the term of the policy.

The policy shall name the Chicago Central and Pacific and Its Parents (Attn: 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, the Contractor shall submit to the Contracting Authority and the Railroad a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide no less than 30 calendar days prior written notice to the Contracting Authority of cancellation or material change in the policies.

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

090009.11 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.