



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGHT OF WAY
(CEDAR RAPIDS AND IOWA CITY (CIC) RAILWAY)**

**Linn County
BRFN-030-7(170)--39-57**

**Effective Date
January 17, 2018**

THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

150363.01 GENERAL.

Before entering upon the property of the Cedar Rapids and Iowa City (CIC) Railway Company for the performance of construction work, or work preparatory thereto, secure permission from the Railroad for the 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. Railroad's contact person for this project is:

Kevin Burke
Vice President & General Manager
Cedar Rapids and Iowa City Railway Company
2330 12th Street SW
Cedar Rapids, IA 52404-3438
Phone: 319.786.3686

Conduct work in a manner satisfactory to the Railroad, or their authorized representative, and exercise care so as to not damage the property of the Railroad or to interfere with operations of Railroad.

Railroad, or their authorized representative, shall have jurisdiction over the safety of Railroad operations, and the decision of the Railroad or their authorized representative as to procedures which may affect the safety of Railroad operations shall be final, and the Contractor shall be governed by such decision.

Conduct work to assure the safety of the Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain procedures be used or to supervise the work on the Railroad's property. Should any damage occur to Railroad property as a result of the Contractor's operations, and the Railroad deems it necessary to repair such damage or to 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.

150363.02 PROTECTION OF RAILROAD FACILITIES AND RAILROAD FLAGGER SERVICES.

Flagging protection 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 thereof shall be reimbursed to the Railroad on the basis of the Railroad's bills, to be rendered monthly. The requirements of the Railroad are as follows: The services of at least one and possibly two flaggers will be required during construction operations involving direct interference with Railroad's track(s) or traffic, fouling of Railroad operating clearances or reasonable probability of accidental hazard to Railroad traffic; or whenever people or equipment will be working within 25 feet of the centerline of any live track. Flaggers will also be furnished whenever, in the opinion of the Railroad, such protection is needed.

Notify Railroad at least 48 hours in advance of when protective services will be needed in order that the Railroad may be prepared to furnish protective services.

Railroad will notify Engineer and Contractor when non-compliance is reported by Railroad train crews or other Railroad 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 Railroad or Engineer from the project.

150363.03 RAILROAD FLAGGER RATES.

The rates of pay for Railroad flaggers will be \$700 for an 8 hour day during the regularly assigned hours. Additional charges for overtime will be in accordance with any Labor Agreements and Schedules and the Railroad's standard additives, all as in effect at the time the work is performed. Promptly reimburse the Railroad for costs of all services performed by the Railroad for the Contractor, upon receipt of bill(s) therefore.

A. Reimbursement to the Railroad.

Reimbursement to the Railroad, by the Contractor, shall cover the full eight hour day during which any flagger is furnished, unless they can be assigned to other Railroad work during a portion of such day. Reimbursement will not be required for the portion of the day during which the flagger is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by said flagger following assignment to work on the project for which the Railroad is required to pay the flagger and which could not reasonably be avoided by the Railroad by assignment of such flagger to other work, even though the Contractor may not be working during such time.

In the event the Contractor fails to reimburse the Railroad, the Contracting Authority will reimburse the Railroad within 30 calendar days of the Contractor defaulting on the payment (default is defined as non-payment within 30 calendar days of final billing by the Railroad to the Contractor). Failure of the Contractor to reimburse the Railroad may result in a reduction or suspension of the Contractors bidding qualifications according to Article 1102.03 of the Standard Specifications.

B. Documentation and Reimbursement to the Contractor.

Contractor shall initially pay Railroad invoices for all flagging costs in conjunction with Railroad flaggers when any of the conditions identified in Article SP-150155.02, 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 Railroad. The Contracting Authority will reimburse the Contractor 100% of the total cost of flagger services, as deemed necessary by the Railroad, that does not meet any of the conditions identified in Article SP-150155.02, unless the flagger's presence on the project was a result of the Contractor's communication, or lack of communication, with the Railroad. The Contracting Authority will reimburse the Contractor following completion of all work necessitating flagging operations by the Railroad and receipt of documentation verifying the Railroad 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.

Contractor shall forward copies of the invoices received from the Railroad for flaggers and a summary of the flagging costs incurred that exceed the Contractors' requirements described in Article SP-150363.04, 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 Railroad's invoice and make payment for the eligible costs in accordance with Article 1109.03, of the Standard Specifications.

Contractor shall be responsible to the Railroad 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.

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

The Contracting Authority may award multiple contracts for work in the same general area. 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.

150363.04 CONTRACTOR GENERAL SAFETY REQUIREMENTS.

- A.** Comply with hazard communication requirements of the OSHA, as codified at 29 C.F.R. 1910.1200. Provide MSDS for hazardous chemicals brought onto Railroad's site. Provide necessary information in training to employees on each hazardous chemical to which they may be exposed. Suggestions for appropriate protective measures in handling those hazardous chemicals shall also be exchanged between Railroad and Contractor, at Contractor's request. Ensure employees use protection such as hard hats, safety glasses, etc. at all times while on Railroad's site.

If, in the opinion of the Railroad or their authorized representative, the work is being conducted in a manner considered unsafe for Railroad operations, the Contractor shall stop their operations and immediately make such provisions as may be deemed necessary to correct any such undesirable condition(s) and, if, in the opinion of the Railroad or their authorized representative, such provisions as made by Contractor are not adequate to protect train operations or the property of the Railroad, the Railroad shall, with its own forces, proceed with the necessary work to correct conditions considered undesirable or unsafe for Railroad operation's, at the expense of the Contractor.

Excavate in a manner that settlement and/or caving of the ground surface is avoided.

B. Compliance with Safety Rules.

- Prior to entry onto the Railroad ROW, Contractor's representatives or subcontractors who carry out work on the premises shall successfully complete safety training available through the e-railsafe (www.e-railsafe.com) program in respect to requirements for Railroad operations. Liability for acts, torts, accidents, or other events occurring on the premises or affecting the premises and occurring during the course of performing work or in pursuance of rights of the Contracting Authority under this specification shall be governed by this specification and not by any statements or responses that may be encountered in completion of the e-railsafe program.
- Contractor's representatives and subcontractors who perform work on Railroad ROW shall wear and visibly display the identification badge issued to them following successful

completion of the e-railsafe safety training together with whatever additional identification materials that Railroad may reasonable require.

150363.05 RAILROAD CLEARANCE REQUIREMENTS.

Maintain the following minimum temporary clearances during construction operations:

Vertical: 21.5 feet above top of highest rail

Horizontal: 8.5 feet from centerline of nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, secure written authorization from the Railroad for 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.

Do not store materials, supplies, or equipment closer than 15.0 feet from the centerline of Railroad track, measured at right angles thereto.

150363.06 FINAL CLEANUP.

Upon completion of work, remove from within the limits of the property of the Railroad, machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said Contractor; remove accumulated silt in Railroad's side ditches, restoring proper flow thereto, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to the Railroad or their authorized representative.

150363.07 INDEMNIFICATION.

Nothing in this specification shall be construed to place any responsibility on the Railroad for the quality or conduct of the work performed by the Contractor hereunder. Approval given or supervision exercised by the Railroad hereunder, or failure of Railroad to object to any work done, material used, or method of operation shall not be construed to relieve Contractor of any obligations pursuant hereto or under the agreement this specification are appended to.

Indemnify Railroad and save it harmless from any and all claims and expenses, including reasonable attorney's fees, that may arise or may be made for death or injury to employees of Railroad, or loss or damage to the Railroad's property, or to other persons or their property, by reason or in consequence of the occupancy or use of the premises by Contractor.

150363.08 INSURANCE REQUIREMENTS.

Before the contract is awarded, submit to the Department a certificate of insurance evidencing the coverage. Certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (including project number). Policies shall provide no less than 30 calendar days prior written notice to Contracting Authority and Railroad of cancellation or material change in policies. Following award of the Contract, submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Contracting Authority (if other than the Department), and a certified, true, and complete copy of policy or policies to the Contracting Authority and Railroad. Upon request from either the Contracting Authority or Railroad, provide a certified duplicate original of any required certificate or policy at no cost to the Contracting Authority or Railroad. Do not begin work upon or over Railroad's ROW until the Railroad has notified the Engineer that insurance provisions are in accordance with the contract documents. Insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes tools, equipment, and material from Railroad's property and cleans the premises in a manner reasonably satisfactory to Railroad.

In addition to the requirements of the Standard Specifications, carry insurance of the following kinds and amounts.

A. Contractor's Commercial General Liability Insurance.

Furnish evidence that, with respect to the operations they perform, carry regular Contractor's Commercial General Liability Insurance providing for a limit of not less than \$1,000,000, combined single limit, person injury and property damage, for damages arising out of bodily injuries to or death of persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

B. Railroad Protective Public Liability Insurance.

In addition to the above, furnish evidence that, with respect to operations they or any of their subcontractors perform, they have obtained Railroad Protective Public Liability Insurance in the name of CIC Railroad providing for a limit of not less than \$2,000,000, single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any occurrence, with an aggregate limit of not less than \$6,000,000 per annual policy period.

Use website listed below to acquire Railroad train movement information for the purpose of obtaining Railroad Protective Public Liability Insurance:

<http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx>

US DOT Crossing Inventory Number will be located in the project plans. Zero trains per day will be displayed on the crossing inventory report for locations with grade separated crossings or at-grade crossings when there is less than one train per day. In these situations generating a map to find alternative crossing locations may be used to provide the number of trains per day and speed nearest the project location.

C. Business Automobile Insurance.

Insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage

D. Workers Compensation and Employers Liability Insurance.

Insurance shall include coverage for, but not limited to:

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

Forward copies of insurance certificates evidencing coverages in (1) and (2) above to the Railroad in care of Mr. Kevin Burke, Vice President & General Manager, for review and approval by the Railroad before any work may be commenced on the Railroad's property. See Article SP-150363.01 for the contact information.

Insurance shall be kept in force until work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the Railroad's right-of-way.

Insuring companies may not cancel insurance except by permission of the Railroad or upon 30 calendar days' written notice to the Railroad and Engineer.

150363.09 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Cedar Rapids and Iowa City Railway Company will be paid for as a Lump Sum bid item. Contractor will be paid the Lump Sum bid item price within 30 calendar days after receipt of a signed contract, provided that all necessary certificates of insurance have been submitted to the Department per Article SP-150363.08.