



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY (BOONE AND SCENIC VALLEY RAILROAD)**

**Boone County
FM-C008(82)--55-08
STBG-SWAP-0750(635)--SG-08**

**Effective Date
March 17, 2020**

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

151065.01 PERMITS.

- A.** Contractor shall, before entering upon Boone and Scenic Valley Railroad (Railroad) property for performance of work, secure permission from Railroad's General Manager of Railroad's property and shall confer with Railroad relative to requirements for Railroad clearances, operation, and general safety regulations (in this specification, references to the Railroad's General Manager is intended to mean the following: Railroad's General Manager or authorized representative).
- B.** Contractor shall conduct work in a manner satisfactory to Railroad's General Manager and shall not damage Railroad property or interfere with their operations.
- C.** Railroad's General Manager will at all times have jurisdiction over the safety of Railroad operations, and the decision of the Railroad's General Manager as to procedures which may affect safety of Railroad operations shall be final, and Contractor shall be governed by such decision.
- D.** Should damage occur to Railroad property as a result of Contractor's operations, and Railroad deems it necessary to repair such damage or to perform work for protection of its property, the required materials, labor, and equipment shall be furnished by Railroad, and Contractor shall reimburse Railroad for costs so incurred.
- E.** Contractor shall contact railroad at least 72 hours prior to access on railroad property. Contractor shall contact travis stevenson as noted below:

Travis Stevenson, General Manager, Boone and Scenic Valley Railroad
P. O. Box 603 Boone, IA 50036
Phone: 515-432-4249
Fax: 515-432-4253
Email: travis.stevenson@bsvrr.com

151065.02 TEMPORARY GRADE CROSSINGS.

- A. If Contractor requires construction of a temporary grade crossing across Railroad's track(s) for use during performance of the contract, Contractor shall make necessary arrangements with Railroad for construction, protection, and later removal of such temporary grade crossing. Costs of such temporary grade crossing construction, protection, maintenance, and later removal shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly.
- B. Contractor shall not cross Railroad's property or track(s) with vehicles or equipment of any kind or character except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing.

151065.03 RAILROAD WORK HOURS RESTRICTION.

Contractor shall not work within 25.0 feet from centerline of nearest track, measured at right angles thereto during the hours of 1:30 pm to 3:00 pm Monday thru Friday; 11:00 am to 1:30 pm on Saturday; 12:00 pm to 2:30 pm on Sunday.

151065.04 RAILROAD REIMBURSEMENT.

- A. Rates of pay for Railroad employees will be the prevailing Railroad hourly wage for an 8 hour day for the class of employee (s) involved during the regularly assigned hours, overtime in accordance with any labor agreements and schedules and 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 Railroad and employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. If wage rates are changed, Contractor shall pay on the basis of the new rates.
- B. Contractor shall reimburse, monthly, the Railroad for costs of services performed by Railroad for the Contractor, and furnish the engineer written evidence that Railroad has acknowledged receipt of same before final payment will be made for the project.

151065.05 TEMPORARY CLEARANCES.

- A. The following temporary clearances are the minimum which shall be maintained at all times during 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 than the above are required for any part of the work, Contractor shall secure written authorization from Railroad's General Manager 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.
- B. Contractor shall not store any materials, supplies or equipment closer than 25.0 feet from centerline of any railroad track, measured at right angles thereto.

151065.06 FINAL CLEANUP.

Contractor shall, upon completion of the work, remove from within the limits of the property of the Railroad, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said Contractor; remove the approaches to any temporary grade crossing(s) constructed for Contractor's use, restoring same as nearly as practicable to conform to adjoining terrain; remove any 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 Railroad's General Manager.

151065.07 RESPONSIBILITY OF SUPERVISION.

Nothing in this specification shall be construed to place any responsibility on Railroad for quality or conduct of the work performed by the Contractor hereunder. Any approval given or supervision exercised by 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 is appended to.

151065.08 LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.

- A.** Before the contract is awarded, Contractor shall submit to the department a certificate of insurance evidencing the coverage. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (including project number). Policies shall provide no less than 30 calendar days prior written notice to contracting authority and Railroad of cancellation or material change in policies. Following award of the contract, the Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and contracting authority (if other than the department), and a certified, true, and complete copy of policy or policies to the contracting authority and Railroad. Upon request from either the contracting authority or Railroad, a certified duplicate original of any required certificate or policy shall be furnished at no cost to the contracting authority or Railroad.
- B. Insurance Required of Contractor.**
1. Statutory workers compensation and employer's liability insurance.
 2. Automobile liability in an amount not less than \$2,000,000 combined single limit.
 3. Comprehensive general liability occurrence form in an amount not less than \$4,000,000 per occurrence. In the event the policy is claims made policy, coverage shall include an aggregate of \$6,000,000. The policy shall name the Railroad as additional insured. It also shall have no exclusions regarding doing business on, near, or adjacent to Railroad facilities or loss or damage resulting from surface or subsurface pollution contamination, seepage, handling, treatment, disposal, or dumping of waste materials or substances. The policy shall name Boone and Scenic Valley Railroad as additional insured and shall not contain any exclusions related to:
 - 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.
 4. The above policies shall contain a waiver of the right of subrogation
 5. An occurrence form Railroad Protective Policy with limits of not less than \$5,000,000 per occurrence for bodily injury liability. Property damage liability and physical damage to property, with \$10,000,000 aggregate for the term of the policy with respect of bodily injury, liability, property damage liability and physical damage to property. The policy shall name: Boone and Scenic Valley Railroad.
 6. 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.
 7. It is further understood and agreed that, so long as the contract remains in force, the contracting authority may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The contracting authority will give the Contractor written notice of any such requested change at least 30 calendar days prior to the date of expiration of the then existing policy or policies, and the Contractor agrees to, and shall, thereupon provide the contracting authority with such revised policy or policies therefore. The cost of additional insurance beyond that required by this specification will be paid for according to Article 1109.03, b, of the Standard Specifications.

C. Insurance Required of Subcontractor.

1. If a subcontractor is used by the Contractor for the performance of the work, before commencing work, the subcontractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the contracting authority.
2. Statutory workers' compensation and employer's liability insurance.
3. Automobile liability in an amount not less than \$2,000,000 combined single limit.
4. The above policies shall contain a waiver of the right of subrogation.
5. An occurrence form Railroad Protective Policy with limits of not less than \$5,000,000 per occurrence for bodily injury liability. Property damage liability and physical damage to property, with \$10,000,000 aggregate for the term of the policy with respect of bodily injury, liability, property damage liability and physical damage to property. The policy shall name: Boone and Scenic Valley Railroad.
6. Before commencing work, subcontractor shall deliver to the contracting authority a certificate of insurance and original copy of the policy evidencing the foregoing coverage and upon request the subcontractor shall deliver a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days prior written notice to the Railroad and contracting authority of cancellation of or any material change in, the policies.

151065.09 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Boone and Scenic Valley Railroad will be paid for as a lump sum bid item. The Contractor will be paid the lump sum bid item price within 30 calendar days after receipt of a signed contract, provided that all necessary certificates of insurance have been submitted to the department per article SP-151065.08.