



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGH-OF-WAY (IOWA INTERSTATE RAILROAD)**

**Polk County
STBG-SWAP-8260(654)--SG-77**

**Effective Date
November 15, 2022**

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.

1. PERMITS

- 1.1. Contractor shall, before entering upon Railroad's property for performance of work secure permission from Railroad's Representative for occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation, and general safety regulations.
- 1.2. Contractor shall provide Engineer and Railroad with proposed construction schedule outlining the timing of activities that will need track protection services.
- 1.3. Contractor shall conduct work in a manner satisfactory to Railroad's Representative and shall not damage Railroad property or interfere with their operations.
- 1.4. Railroad's Representative will at all times have jurisdiction over the safety of Railroad operations, and the decision of Railroad's Representative as to procedures which may affect safety of Railroad operations shall be final, and Contractor shall be governed by such decision.
- 1.5. 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 as defined in Article 5.
- 1.6. Railroad's Office Engineer – Bentley Tomlin (319)-298-5409 btomlin@iaisrr.com or authorized representative.

2. TEMPORARY GRADE CROSSINGS

- 2.1. 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.
- 2.2. 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.

3. CONTRACTOR SAFETY ORIENTATION

- 3.1. No employee of the Contractor, its subcontractors, agents or invitees that is working on the project may enter Railroad property without first having successfully passed an annual Railroad approved safety course. Proof of passing said course shall be in the employee's possession at all times when on Railroad property. Cost for the required training will be borne by Contractor.
- 3.2. Information on approved safety courses can be obtained from Railroad's authorized representative.



CONTRACTOR ORIENTATION TRAINING

*Includes Elements of Roadway Worker Protection
Title 49 CFR Part 214, Subpart – C
Latest Revision: July 1, 2014*

- 3.3. The Iowa Interstate Railroad (IAIS) requires all personnel, who will be in the right of way, to participate in the IAIS Contractor Orientation Training Program. The program is designed to help personnel avoid putting themselves in a Position of Peril on our property. This is accomplished through basic training on how to stay safe and aware around live railroad tracks.
- 3.4. The IAIS training contractor is **National Railroad Safety Services (NRSS)**. Your contact for scheduling, cancellations or questions is Les Hanlon (contact information below).
- 3.5. The contractor orientation training session generally runs from 2 to 2 1/2 hours in duration and includes a 25 question multiple choice exam. Only participants passing the examination will be permitted on the property. A qualification (photo) ID badge will be issued to each participant after the exam, indicating training date and expiration date; training is good for a period of twelve months. The issued badge must be worn at all times while working within the IAIS property. If any person on the property cannot produce a valid (photo) training badge, said person will not be allowed onto the property until a valid (photo) badge is produced.

3.5.1. Training Options:

3.5.1.1. Webinar – So long as all requirements can be met, this training can be conducted via the Internet. Requirements are as follows: Two way video and voice must be established of high enough quality (HD Preferred) that will allow the students to interact with the trainer. Up to ten locations can be connected during the time of training. Your designated person will print the test, distribute, collect and fax/email back to the instructor for grading. A live review will be conducted with the students after the test.

3.5.1.2. Your facility (or your rented facility) – additional charges include trainer's travel time/mileage/hotel/Per Diem.

3.5.1.3. NRSS (Chicago) Training Facility, 1801 N. Mill St, Suite R, Naperville, IL 60563

3.5.2. Fee Schedule:

3.5.2.1. 1 to 4 individuals = \$180.00.

3.5.2.2. Each additional individual = \$45.00

3.5.2.3. Maximum Class size in Chicago = 30

3.5.2.4. Training hosted at your facility: \$70.00 per hour instructor(s) travel time, \$0.56 per mile (portal to portal) or current IRS rate, \$139.00 per night hotel stay, \$55.00 per day meal allowance, plus any miscellaneous expenses occurred at actual costs.

3.5.2.5. Interpreter (Spanish) fee = \$100 per class

3.5.3. Scheduling:

3.5.3.1. Classes will be scheduled between the hours of 7:30am 4:00pm CST, Monday through Friday. After hours and/or Saturday classes can be scheduled for an additional fee.

3.5.3.2. NRSS requests 72 hours advanced notice for scheduling.

3.5.3.3. Scheduling is first come, first serve basis.

3.5.3.4. If any participants require special accommodations, notify NRSS during scheduling.

3.5.3.5. If participants require training/materials in Spanish and presented bilingual, make this request at the time of scheduling.

3.5.3.6. Your contact for scheduling is:

Les Hanlon
Office: (301) 378-8337
Mobile: (513) 716-7677
Email: ghanlon@nrssinc.net

3.5.4. Additional Instructions:

- 3.5.4.1. Cancellations must be made (via email) 24 hours in advance (weekday) prior to the scheduled training class.
- 3.5.4.2. NRSS reserves the right to cancel for any reason (usually weather related) with no charge of to the client. Class will be rescheduled at the earliest opportunity.
- 3.5.4.3. Photo badges will be mailed via UPS Ground Service within two business days of successful completion of the test.
- 3.5.4.4. An invoice will be emailed to the client point of contact after class completion. Payment will be accepted via credit card over the phone or by mailed check.
- 3.5.4.5. Returned/bounced check fee \$50.00. Replacement training badge fee = \$10.00 each.
- 3.5.4.6. Expedited delivery service (UPS) of badge(s) is available at an additional fee.
- 3.5.4.7. Each participant must produce a valid photo ID prior to taking the training class.
- 3.5.4.8. Anyone failing to comply with the rules while in the right of way will be subject to removal and surrender the issued training badge.
- 3.5.4.9. Unless otherwise requested, all training will be conducted in English.

4. RAILROAD TRACK PROTECTION SERVICES

The Iowa Interstate Railroad is in compliance with the Federal Railroad Administration's requirements that are set forth in 49 CFR Part 214. The Iowa Interstate Railroad requires that Track Protective Services (TPS) are obtained when working within 25 feet of the centerline of the railroad. This includes overhead booms, cable installation, or when boring takes place. An IAIS issued permit number will need to be obtained and approved prior to work being scheduled and performed. Directions and forms can be found on our website at <https://iaisrr.com/iais-forms/>.

- 4.1. Track protection services required by Railroad will be provided by the Railroad and the cost shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly. Requirements of the Railroad are as follows:
- 4.2. Track protection services will be required during: excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of the concrete footings for piers adjacent to track(s); construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across the track; setting or placing of beams or girders in span(s) over any track(s); any 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 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, services of at least one and possibly two watchmen or flagmen will be required during removal of that portion of existing structure immediately over or adjacent to any track. Track protection services will also be furnished whenever, in the opinion of the Railroad, such protection is needed.

- 4.3. In order that the Railroad may be prepared to furnish protective services, Contractor shall notify Railroad at least 48 hours in advance of when protective services will be needed. Services are subject to availability of Railroad personnel.
- 4.4. Any time track protection services are not being provided, Contractor must provide and maintain an effective physical barrier at a distance of 25 feet from track centerline to prevent unauthorized trespassing. Physical barrier must be posted with a sign stating "CAUTION, LIVE TRACK, TRACK PROTECTION NEEDED BEYOND THIS POINT". Typical barriers included concrete "J" barriers or safety fencing. Other barriers may be used to accommodate varying construction sites with approval of Railroad.
- 4.5. Railroad will notify the Engineer and Contractor when non-compliance is reported by Railroad train crews or other Railroad employees. Contractor work performed without proper track protection services, when such protection 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.
- 4.6. 2022 TPS rates on the Iowa Interstate Railroad are \$132 per hour straight time and \$198 per hour overtime. All rates are subject to change without notice. A regular workday is 7:00 a.m. to 3:00 p.m. unless otherwise arranged. Weekends and holidays are considered overtime. There is a minimum 8 hour charge per day, except when previously agreed upon by both parties. If Track Protection Services have been scheduled and are no longer needed, a minimum 24 hour written cancellation notice is required. If written cancellation has not been received prior to the minimum 24 hour notice, IAIS will charge a minimum 8 hour charge for late cancellation or no shows.
- 4.7. Feel free to contact Bentley Tomlin, Office Engineer at btomlin@iaisrr.com or by phone (319-298-5409) with any questions or concerns.

5. RAILROAD REIMBURSEMENT

- 5.1. 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.
- 5.2. 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.
- 5.3. Contractor shall reimburse, monthly, the Railroad for costs of all 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.

6. SAFETY OF OPERATIONS.

- 6.1. During construction of footings or structures adjacent to any track of the Railroad, Contractor shall make adequate provision against sliding, shifting, sinking, or in any way disturbing railroad embankment and track(s) adjacent to said structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the Engineer and Railroad.
- 6.2. After review by the Engineer, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the STATE together with the supporting documents, shall be forwarded to the Railroad's Representative for review and approval.

- 6.3.** Contractor shall notify the Railroad's Representative in writing no less than 10 working days in advance of the proposed time of the beginning of the construction of the structures adjacent to the track(s).

7. TEMPORARY CLEARANCES

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.

8. FINAL CLEANUP

- 8.1.** 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 Representative.
- 8.2.** Railroad reserves the right to perform site restoration. Cost for restoration work performed by the Railroad will be by force account and reimbursed as defined in Section E Railroad Reimbursements. Estimate for said work will be provided to Contractor and Engineer for review and concurrence before work is performed.

9. 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.

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

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. The Contractor shall not begin work upon or over Railroad's ROW until the Railroad 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 Railroad's property and cleans the premises in a manner reasonably satisfactory to the Railroad.

The Contractor shall carry insurance of the following kinds and amounts.

10.1. Insurance Required of Contractor.

10.1.1. Statutory Workers Compensation and Employer's Liability Insurance.

10.1.2. General public liability insurance:

10.1.2.1. Utilities: limits of not less than \$500,000 for injury or death of a single person, or not less than \$1,000,000 for any one accident, and not less than \$250,000 per accident for property damage.

10.1.2.2. Roadway Construction: limits of not less than \$4,000,000 for injury or death of a single person, or not less than \$8,000,000 for any one accident, and not less than \$250,000 per accident for property damage.

10.1.3. Comprehensive Automobile Liability with limits of not less than \$500,000 for injury or death of a single person, or not less than \$1,000,000 for any one accident, and not less than \$250,000 for property damage.

10.1.4. Excess liability coverage with limits of not less than \$5,000,000

10.1.5. Comprehensive General Liability Occurrence Form in an amount not less than \$2,000,000 per occurrence. In the event the policy is Claims Made Policy, coverage shall include an aggregate of 4,000,000. The Policy shall name Railroad as additional insured and shall not contain any exclusions related to:

10.1.5.1. Doing business on, near, or adjacent to railroad facilities.

10.1.5.2. 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

10.1.6. An Occurrence Form Railroad Protective Policy with limits of not less than \$4,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$8,000,000 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: Railroad.

Contractor shall use the website listed below to acquire Railroad train movement information for the purpose of obtaining Railroad Protective Liability Insurance:

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

The 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.

10.1.7. Before commencing work, Contractor shall submit to the Railroad and Engineer a certificate of insurance evidencing the foregoing coverage and 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 Engineer of cancellation of or any material change in, the policies.

10.1.8. 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.

10.2. Insurance required of Subcontractor

The Contractor shall provide proof to the Engineer and Railroad that all companies performing work under Contractor's supervision have provided insurance as required above or are covered under Contractor's Insurance.

11. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the Railroad from any and all claims, demands, lawsuits, or liability for all losses, fines, damages, injuries, and deaths to persons or property (real or personal property) and all expenses and costs, including attorney fees, costs of litigation, and all other defense costs, resulting from or arising from the activities of the contractor(s) or any agents in the performance of the construction, repair, or maintenance work on said highway bridge. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the negligence of the Railroad and their officers, employees, or agents

12. MECHANICS' 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 Railroad for any work performed. The Contractor shall indemnify and hold harmless Railroad 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.

13. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Railroad Protective Liability Insurance for Iowa Interstate 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 10.