



**SPECIAL PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY (CHARLES CITY RAILWAY)**

**Floyd County
TAP-U-1242(620)--8I-34**

**Effective Date
June 18, 2024**

THE STANDARD SPECIFICATIONS, SERIES 2023, ARE AMENDED BY THE FOLLOWING ADDITIONS AND MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

232005.01 PERMITS.

Before entering upon Charles City Railway (Railroad) property for performance of work secure permission from the Railroad by contacting Robert Moen (telephone 612-240-4407) for occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation, and general safety regulations. A right of entry agreement is included as Attachment A and made a part of this special provision.

Conduct work in a manner satisfactory to Railroad and shall not damage Railroad property or interfere with their operations.

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

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.

This Special Provision only applies to the sidetrack for the Charles City Railway. Work within the Cedar River Railroad right-of-way shall be covered by DS-23047.

232005.02 TEMPORARY GRADE CROSSINGS.

The Contractor shall utilize existing and open public grade crossings at D Street, E Street, and F Street to cross the Charles City Railway track. No temporary grade crossings shall be constructed over the railroad's track.

232005.03 RAILROAD FLAGGING AND WATCHMAN SERVICES.

The Railroad will not conduct railroad operations during the construction of this project, and no flagging or watchman services are expected to be required. If due to an emergency or unforeseen condition railroad operations are required during this project, flagging and watchman services shall be provided and paid for by the Railroad. The Railroad will notify the Engineer and Contractor at least 24 hours prior to the commencement of railroad operations.

232005.04 SAFETY OF OPERATIONS.

Ensure that personnel employed by the Contractor or subcontractors complete the course, "Orientation for Contractor's Safety," and be registered prior to working on Railroad ROW. This orientation is available at www.contractororientation.com. This course shall be completed annually.

232005.05 TEMPORARY CLEARANCES.

Ensure the following temporary clearances are met and maintained at all times:

- Vertical: 21.5 feet above top of highest rail
- Horizontal: 5.0 feet from centerline of nearest track, measured at right angles thereto

If lesser clearances are required, secure written authorization from Railroad for lesser clearances prior to 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 25.0 feet from centerline of railroad track, measured at right angles thereto.

232005.06 FINAL CLEANUP.

Upon completion of the work, remove from within the limits of the property of the Railroad, machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings; remove approaches to temporary grade crossing(s) constructed for Contractor's use, restoring same as nearly as practicable to conform to adjoining terrain; remove accumulated silt in Railroad's side ditches, restoring proper flow, 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.

232005.07 RESPONSIBILITY OF SUPERVISION.

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

232005.08 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 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, 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.

Contractor shall carry insurance of the following kinds and amounts.

- A. Statutory Workers Compensation and Employer's Liability Insurance.

- B. Automobile Liability in an amount not less than \$2,000,000 combined single limit.
- C. 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 \$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 Charles City Railway as additional insured and shall not contain exclusions related to:
 1. Doing business on, near, or adjacent to Railroad facilities.
 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

- D. An Occurrence Form Railroad Protective Policy with limits of not less than \$2,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$6,000,000 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: Charles City Railway.

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>

US DOT Crossing Inventory Number will be located on 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.

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.

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. 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.

232005.09 INDEMINITY.

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the Railroad from loss which is due to or arises from any cause and is associated in whole or in part with the work, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance; except when caused by the sole negligence of the Railroad, or except to the extent caused by the gross negligence or willful misconduct of the Railroad and their officers, employees, or agents.

232005.10 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Charles City Railway 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-232005.08.

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made between _____ (hereafter Contractor) and Charles City Railway (hereafter Railroad) in order to permit Contractor to enter onto Railroad's property, for the purposes of performing work in connection with the following project for the Contracting Authority:

Project: TAP-U-1242(620)--8I-34, as further identified in the attached project documents.

DOT/FRA Crossing Numbers at or closest to the project: 308907U and

Contractor shall pay to Railroad upon execution of this Agreement the sum of \$1,000.00 as consideration for the right of entry awarded under this Agreement and to cover preparation and administration of this Agreement.

Contractor and Railroad hereby agree as follows:

1. Contractor shall enter Railroad's property (identified in the attached project documents) only in connection with the above-referenced project;
2. Contractor shall give Railroad at least 15 working days' advance notice of the date Contractor plans to start any work on the project;
3. Upon request, Contractor shall provide Railroad with detailed plans of the project at no cost to Railroad;
4. Contractor shall comply with all terms and requirements set forth in Special Provisions for Work on Railroad Right-of-Way (Charles City Railway), including but not limited to the insurance requirements set forth in such specification Contractor shall provide Railroad with certificates and declarations sheets that prove or show compliance with such insurance requirements;
5. As used in this paragraph, "Charles City Railway" includes other railroad companies using the Charles City Railway's property at or near the location of the Contractor's work and Charles City Railway's and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from the following:

Injury to or death of persons whomsoever (including the Charles City Railway's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and Damage to or loss or destruction of property whatsoever (including Contractor property, damage to the roadbed, tracks, equipment, or other property of the Charles City Railway, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the Charles City Railway from any loss which is due to or arises from any cause and is associated in whole or in part with the work covered herein, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance; except when caused by the sole negligence of the Charles City Railway, or except to the extent caused by the gross negligence or willful misconduct of the Charles City Railway;

6. The insurance requirements set forth in this Agreement shall not relieve or limit Contractor's liability to Railroad under the indemnity provisions of this Agreement;
7. Contractor shall comply with any federal, state or local laws, statutes, codes, ordinances, rules and regulations applicable to its construction and maintenance of the project. Contractor shall defend, indemnify and hold railroad and its affiliates harmless with respect to any fines, penalties, liabilities or other consequences arising from contractor's failure to comply with any such federal, state or local laws, statutes, codes, ordinances, rules and regulations;
8. Contractor shall promptly notify Railroad of any loss, damage, injury or death arising out of or in connection with the project work;
9. The provisions of this Agreement shall survive the termination or expiration of the Agreement;
10. Railroad certifies that it has carefully reviewed the project plans and that it agrees to permit the Contractor and its employees, officers and subcontractors to enter onto and work upon its property for the purpose of completing said project under the terms of this Agreement;
11. Any notices or communications concerning this agreement shall be delivered to the following designated individual:

Robert Moen
Charles City Railway
1010 North Grand Avenue
Charles City, IA 50616

Email: savethedepot@apthm.org
Telephone Number: 612-240-4407

For Contractor: _____

Address: _____

Telephone Number: () _____ - _____ office

() _____ - _____ facsimile

Email: _____

IN WITNESS WHEREOF, Contractor and Railroad have executed and delivered this agreement as of the date set forth below.

Date

Contractor

Date

Railroad