SP-230426
(New)

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

Des Moines County
BRF-034-9(245)--38-29
BRF-034-9(246)--38-29

Lucas County
BRF-034-6(109)--38-59

Effective Date
December 15, 2026

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

1.01 General

1.01.01 This specification applies to projects involving construction or maintenance of structures or facilities to be used by the National Railroad Passenger Corporation, hereinafter referred to as "Amtrak". This specification describes the following: Contractor requirements to Amtrak and Contractor requirements when work will be performed upon, over, under, or within the leased areas of Amtrak and/or adjacent to tracks, wire lines, and other facilities. In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation.

1.01.02 Contractor shall notify Engineer and National Railroad Passenger Corporation, 30th Street Station, 2955 Market Street, Philadelphia, PA 19104, Attn: Chief Engineer; and National Railroad Passenger Corporation, 60 Massachusetts Avenue, Washington, DC 20002, Attn: VP-Government Affairs & Corporate Communications; at least 10 calendar days before commencing work over, under, on, or adjacent to Railroad property. Contractor's notification to Railroad shall refer to Railroad's file numbers.

1.01.05 Railroad will cooperate with Contractor such that the work may be handled and performed in an efficient manner.

1.02 Railroad Requirements

1.02.01 Contractor shall comply with the rules and regulations of Railroad and the instructions of the Railroad's representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants or licensees, at and in the vicinity of the work area during construction.

1.02.02 Contractor shall perform work in such manner and at such times that shall not endanger, delay, or interfere with the safe and timely operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants, or licensees.

1.02.03 Contractor shall take protective measures as are necessary to keep railroad facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from the construction operations. Any damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by Railroad and the cost of such repairs or replacement shall be paid by the Contractor.

1.02.04 Contractor shall notify the Railroad's Division Superintendent at Lincoln, NE, (telephone number: 402.458.7500), and provide blasting plans to the Railroad for review a minimum of 7 calendar days prior to conducting blasting operations adjacent to or on Railroad's property.

1.02.05 Contractor shall abide by the following clearances during construction:

- 25.0 feet horizontally from centerline of nearest track,
- 22.5 feet vertically above top of rail (Temporary Falsework Clearance may be reduced to 21.5 feet subject to Railroad and Public Utilities Commission approval),
- 27.0 feet vertically above top of rail for electric wires carrying less than 750 V,
- 28.0 feet vertically above top of rail for electric wires carrying 750 V to 15 kV,
- 30.0 feet vertically above top of rail for electric wires carrying 15 kV to 20 kV, and
- 34.0 feet vertically above top of rail for electric wires carrying more than 20 kV.

1.02.06 Desired infringement within clearances due to the Contractor's operations shall be submitted to the Railroad and Engineer and shall not be undertaken until approved in writing by the Railroad and Engineer. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval.

1.02.07 In the case of impaired vertical clearance above top of rail, Railroad will have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad employees or rail traffic. The cost of tell-tales or protective devices shall be borne by the Contractor.

1.02.08 Details of construction affecting Railroad's tracks and property not included in the contract plans shall be submitted to the Railroad by the Engineer for approval before work is undertaken and this work shall not be undertaken until approved by the Railroad.

1.02.09 At other than public road crossings, the Contractor shall not move equipment or materials across Railroad's tracks until permission has been obtained from Railroad. Contractor shall obtain a temporary private crossing agreement from Railroad prior to moving equipment or materials across Railroad's tracks. Temporary private crossing shall be gated and locked at all times when not required for use by the Contractor. Temporary private crossing for use of the Contractor shall be at the expense of the Contractor.

1.02.10 Contractor, upon completion of the work, shall promptly remove from the premises of Railroad all of Contractor's tools, implements, and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee, or agent of Contractor or of any subcontractor, and shall cause said premises to be left in a condition acceptable to the Railroad's representative.

1.03 Protection of Railroad Facilities and Railroad Flagger Services

Protection of Railroad Facilities and Railroad flagger services will be provided per the Developmental Specifications for Work on Railroad Right-of-Way (BNSF Railway).

1.04 Indemnification

As used in this section, Railroad includes other railroad companies using the Railroad's property at or near the location of the Contractor's work 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 Railroad'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 Railroad, or property in its care or custody)

1.04.01 To the fullest extent permitted by law, the Contractor shall release, indemnify, defend, and hold harmless the Railroad and its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, "indemnitees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively, "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part):

(a) this specification, including, without limitation, its environmental provisions,

(b) any rights or interests granted pursuant to this specification,

(c) occupation and use of the premises by the Contractors, or anyone directly or indirectly employed by them, or anyone they control or exercise control over,

(d) the environmental condition and status of the premises caused by or contributed to by the Contractor, or

(e) any act or omission of the Contractor.

Even if such liabilities arise from or are attributed to, in whole or in part, any negligence of any indemnitee. The only liabilities with respect to which the Contractor's obligation to indemnify the indemnitees does not apply are liabilities to the extent proximately caused by the gross negligence, or willful misconduct of an indemnitee.

1.04.02 Contractor shall now and forever waive any and all claims, regardless whether based on strict liability, negligence or otherwise, that the Railroad is an "owner", "operator", "arranger", or "transporter" with respect to the improvements for the purposes of CERCLA or other environmental laws.

1.04.03 Contractor shall to the fullest extent permitted by law indemnify and hold harmless the indemnitees against and assume the defense of any liabilities asserted against or suffered by any indemnitee under or related to the Federal Employers' Liability Act (FELA) whenever employees of grantee or any of its agents, invitees, contractors claim or allege that they are employees of any indemnitee or otherwise. This indemnity shall also extend, on the same basis, to FELA claims based on actual or alleged violations of any federal, state or local laws or regulations, including but not limited to the safety appliance act, the boiler inspection act, the occupational health and safety act, the resource conservation and recovery act, and any similar state or federal statute.

1.05 Insurance Form and Submittal

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 Railroad.

1.05.01 Contractor shall procure and maintain, from beginning to end of construction work on or about Railroad property, the following insurance coverage types and limits:

1.05.01a Railroad Protective Insurance
Contractor shall provide for and on behalf of the Railroad, 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 due to bodily injury or death of persons, and injury to or destruction of property resulting from the operations of the Contractor, subcontractors, or their agents, officers, or employees on this project.

Railroad Protective Liability Insurance is required if there is any construction or demolition activities. This insurance shall name only the Railway as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and on ISO form CG 28 31 10 93.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy shall be provided to the Engineer and Railway prior to performing work.

If available and in lieu of providing a Railroad Protective Liability Policy, the Contractor may participate in the Railroad's Blanket Railroad Protective Liability Insurance Policy available to the Contractor. The limits of coverage are the same as above.

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 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.

1.05.01b Commercial General Liability Insurance
This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000. Coverage shall be purchased on ISO occurrence form CG 00 01 12 04 or a substitute form providing equivalent coverage. This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “BNSF Railway Property” as the designated job site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

1.05.01c Business Automobile Insurance
This insurance shall be written on ISO Form CA 00 01 (or a substitute form providing equivalent coverage) and shall contain a combined single limit of at least $5,000,000 per occurrence. The policy shall contain the following endorsements, which shall be stated on the certificate of insurance:

- Coverage for Certain Operations in Connection with Railroads ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “BNSF Railway Property” as the designated job site
- Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90), if required by law

1.05.01d Workers Compensation and Employers Liability Insurance
Workers Compensation and Employers Liability insurance including 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 shall 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.

1.05.01e Umbrella or Excess Insurance
If Contractor utilizes umbrella or excess policies, these policies shall “follow form” and afford no less coverage than the primary policy.

1.05.01f Other Requirements
Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the State of Iowa. If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railroad herein. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to remove contractor from or deny entry of Contractor to Railroad property immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor’s obligations hereunder. The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad except in those instances of gross negligence or intentional misconduct. In addition, its insurers, through policy endorsement, to waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance shall reflect waiver of subrogation endorsement. Contractor shall waive its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody, or control. Contractor's insurance policies through policy endorsement, shall include wording which

states that the policy shall be primary and non-contributing with respect to any insurance carried by Railroad. The certificate of insurance shall reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and employers Liability), shall include a severability of interest endorsement and shall name Railroad as an additional insured using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent Coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for the Railroad's negligence whether sole or partial, active or passive, and shall not be limited to Contractor's liability under the indemnity provisions contained above.

Severability of interest and naming Railroad as an additional insured shall be indicated on the certificate of insurance.

Contractor will not be allowed to self-insure without the prior written consent of Railroad. If granted, any deductible, self-insured retention, or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. All Railroad liabilities that would otherwise, in accordance with the provisions of this specification, be covered by Contractor's insurance shall be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Contractor represents that this specification has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by the contract documents. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

For purposes of this section, Railroad shall mean "National Railroad Passenger Corporation" and the subsidiaries, successors, assigns, and affiliates of each.

1.05.02 Insurance policy(ies) and a copy of the Certificate of Liability shall be sent to: Director I&C Projects, National Railroad Passenger Corporation, 30th Street Station, Mail Box 64, Philadelphia, PA 19104-2817. Copy(ies) shall also be sent to the Iowa DOT, Office of Accounting, 800 Lincoln Way, Ames, IA 50010.

1.06 Company Operations

Contractor shall be advised that trains or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with train schedules in this location and times when truck traffic increases due to intermodal transfers and structure its bid assuming intermittent track windows in this period, as defined below. All railroad tracks within and adjacent to the work are active and rail traffic over these tracks shall be maintained throughout the contract. Activities may include intermodal transfers, through moves and switching moves to local customers. Railroad traffic and operations may occur continuously throughout the day and night on these tracks and shall be maintained at all times. The Contractor shall coordinate and schedule the work so construction activities do not interfere with Railroad operations. Work windows for this contract shall be coordinated with the Engineer.

1.07 Method of Measurement and Basis of Payment

Railroad Protective Liability Insurance for Amtrak Railway Company 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-230426 (1.05).