

CONTRACT

Letting Date: Dec 17, 2019 10:00 A.M.

Contract ID: 31-0209-241

Call Order No.: 011

County: DUBUQUE

Project Engineer: MANCHESTER RESIDENT CONST
OFFICE

Cost Center: 611000

Object Code: 890

DBE Commitment: \$0.00

Contract Work Type: BRIDGE REPAIR

This agreement made and entered by and between the Contracting Authority,
IOWA DEPARTMENT OF TRANSPORTATION

and Contractor,

MINTURN, INC.

Vendor ID: MI919

City: BROOKLYN

State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 1,488,700.00 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.



**OFFICE OF CONTRACTS
Proposal**

Proposal ID: 31-0209-241 **Letting Date:** December 17, 2019 10:00 A.M.
Call Order No.: 011
Proposal Work Type: BRIDGE REPAIR
DBE Goal: 0.0%
Contracting Authority: IOWA DEPARTMENT OF TRANSPORTATION
Proposal Guaranty: \$25,000.00

This proposal includes the following project(s):

Project Number: BRFN-020-9(233)--39-31 Project Work Type: BRIDGE CLEANING Location: In Dubuque over the Mississippi River Road System: PRIMARY ROAD (on NHS) Federal Aid - Wages: Non-Federal Aid - Predetermined Wages are not in Effect	County: DUBUQUE Route: U.S. 20
Project Number: BRFN-020-9(241)--39-31 Project Work Type: BRIDGE REPAIR Location: US 20 over Mississippi River in Dubuque Julien Dubuque Bridge Road System: PRIMARY ROAD (on NHS) Federal Aid - Wages: Non-Federal Aid - Predetermined Wages are not in Effect	County: DUBUQUE Route: U.S. 20

Contract Project(s)

Contract ID: 31-0209-241

Call Order No.: 011

Letting Date: Dec 17, 2019 10:00 A.M.

Project Number: BRFN-020-9(233)--39-31

County: DUBUQUE

Project Work Type: BRIDGE CLEANING

Accounting ID: 36398

Location: In Dubuque over the Mississippi River

Route: U.S. 20

Non-Federal Aid - Predetermined Wages are in Effect

Project Number: BRFN-020-9(241)--39-31

County: DUBUQUE

Project Work Type: BRIDGE REPAIR

Accounting ID: 36399

Location: US 20 over Mississippi River in Dubuque Julien Dubuque Bridge

Route: U.S. 20

Non-Federal Aid - Predetermined Wages are in Effect

Contract Time

Contract ID: 31-0209-241

Call Order No.: 011

Letting Date: Dec 17, 2019 10:00 A.M.

Site ID	Site Details		Liquidated Damages	
00	Specified Start Date	06/01/2020	60 WORK DAYS	\$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

Notes

Contracts ID: 31-0209-241**Call Order No.:** 011**Letting Date:** Dec 17, 2019 10:00 A.M.

Notes :

There are no notes for this contract.

Contract Addenda

Contract ID: 31-0209-241

Call Order No.: 011

Letting Date: Dec 17, 2019 10:00 A.M.

The following is a list of Contract Addenda:

17DEC011.A01

17DEC011.A02

Contract Specifications List

Contract ID: 31-0209-241

Call Order No.: 011

Letting Date: December 17, 2019 10:00 A.M.

Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
500.01	<p>*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.</p>
DS-15047	<p>DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY (DAKOTA, MINNESOTA, & EASTERN RAILROAD CORPORATION dba CANADIAN PACIFIC)</p>
DS-15074	<p>DEVELOPMENTAL SPECIFICATIONS FOR CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY (CHICAGO, CENTRAL, & PACIFIC RAILROAD COMPANY AND CEDAR RIVER RAILROAD COMPANY)</p>
GS-15009	<p>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</p>

Contract Specifications List

Contract ID: 31-0209-241

Call Order No.: 011

Letting Date: December 17, 2019 10:00 A.M.

ILPW-1905 ILLINOIS PREDETERMINED WAGE RATES FOR PROJECTS LET BY THE IOWA DEPARTMENT OF TRANSPORTATION AND JOINTLY FUNDED WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

Prevailing Wages for the following State of Illinois Counties bordering the State of Iowa:

- . Henderson
- . Jo Daviess

*** Joint Funding / Prevailing Wages ***

Illinois State Code requires that Illinois Prevailing Wage provisions apply to projects with Illinois Department of Transportation funding. The Mississippi River crossing project(s) listed on the Estimating Proposal cover page(s) that are between Iowa and Illinois, and shown as:

"NON-FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT"

are being jointly funded by the Illinois Department of Transportation. The Illinois Prevailing Wage for the specific county adjoining the work site shall apply for those projects.

Note:

The Contractor shall review the contract documents and is responsible for identifying which of the Illinois County Prevailing Wages apply to the work on the contract.

*** Additional Requirement ***

The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.

SP-150604 SPECIAL PROVISIONS FOR WORK ON RAILROAD RIGHT-OF-WAY (BNSF RAILWAY)

Dubuque County
BRFN-020-9(233)--39-31
BRFN-020-9(241)--39-31



Contract Schedule

Contract ID: 31-0209-241

Awarded Vendor: MI919

MINTURN, INC.

SECTION 0001

Roadway Items - BRFN-020-9(233)--39-31

\$137,700.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2427-0686010 BRIDGE CLEANING	LUMP SUM			85,000.00	
0020	2528-8445110 TRAFFIC CONTROL	LUMP SUM			15,000.00	
0030	2528-8445113 FLAGGERS	8.000 EACH	495.00		3,960.00	
0040	2528-8445115 PILOT CARS	1.000 EACH	740.00		740.00	
0050	2533-4980005 MOBILIZATION	LUMP SUM			13,000.00	
0060	2595-0005105 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR BNSF RAILWAY CO.	LUMP SUM			6,000.00	
0070	2595-0005120 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CHICAGO, CENTRAL AND PACIFIC RAILROAD / CEDAR RIVER RAILROAD COMPANY	LUMP SUM			8,000.00	
0080	2595-0005125 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR DAKOTA, MINNESOTA, AND EASTERN RAILROAD CORP.	LUMP SUM			6,000.00	



Contract Schedule

Contract ID: 31-0209-241

Awarded Vendor: MI919

MINTURN, INC.

SECTION 0002 **5635'-0 x VARIABLE WIDTH CWG W/ OVERHEAD TRUSS** **\$1,278,000.00**
SPAN MAINSPANS - BRFN-020-9(241)--39-31

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0090	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM			245,000.00	
0100	2408-7800000 STRUCTURAL STEEL	555.000 LB	120.00		66,600.00	
0110	2519-1002072 FENCE, CHAIN LINK, 72 IN. HEIGHT	6,120.000 LF	100.00		612,000.00	
0120	2519-1002096 FENCE, CHAIN LINK, 96 IN. HEIGHT	1,080.000 LF	205.00		221,400.00	
0130	2533-4980005 MOBILIZATION	LUMP SUM			113,000.00	
0140	2595-0005105 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR BNSF RAILWAY CO.	LUMP SUM			6,000.00	
0150	2595-0005120 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR CHICAGO, CENTRAL AND PACIFIC RAILROAD / CEDAR RIVER RAILROAD COMPANY	LUMP SUM			8,000.00	
0160	2595-0005125 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR DAKOTA, MINNESOTA, AND EASTERN RAILROAD CORP.	LUMP SUM			6,000.00	



Contract Schedule

Contract ID: 31-0209-241

Awarded Vendor: MI919

MINTURN, INC.

SECTION 0003

Roadway Items - BRFN-020-9(241)--39-31

\$73,000.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0170	2528-8445110 TRAFFIC CONTROL	LUMP SUM			73,000.00	
Total Bid:					\$1,488,700.00	

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: December 17, 2019
Date of Addendum: December 9, 2019

C.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
011	31-0209-241	BRIDGE REPAIR	DUBUQUE	BRFN-020-9(233)--39-31 BRFN-020-9(241)--39-31	17DEC011A01

Make the following change to PAGE 1 of the PROPOSAL:

For Project # BRFN-020-9(233)--39-31:

Change Non-Federal Aid:

From: Non-Federal Aid - Predetermined Wages are not in Effect

To: Federal Aid – Predetermined Wages are in Effect

For Project # BRFN-020-9(241)--39-31:

Change Non-Federal Aid:

From: Non-Federal Aid - Predetermined Wages are not in Effect

To: Federal Aid – Predetermined Wages are in Effect

A d d e n d u m

Iowa Department of Transportation
Office of Contracts

Date of Letting: December 17, 2019
Date of Addendum: December 9, 2019

C.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
011	31-0209-241	BRIDGE REPAIR	DUBUQUE	BRFN-020-9(233)--39-31 BRFN-020-9(241)--39-31	17DEC011A02

Make the following change to PAGE 1 of the PROPOSAL:

For Project # BRFN-020-9(233)--39-31:

Change Federal Aid Wages:

From: Federal Aid – Predetermined Wages are in Effect

To: Non-Federal Aid – Predetermined Wages are in Effect

For Project # BRFN-020-9(241)--39-31:

Change Federal Aid Wages:

From: Federal Aid – Predetermined Wages are in Effect

To: Non_Federal Aid – Predetermined Wages are in Effect



**DEVELOPMENTAL SPECIFICATIONS
FOR
CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY
(DAKOTA, MINNESOTA, & EASTERN RAILROAD CORPORATION dba CANADIAN PACIFIC)**

**Effective Date
October 18, 2016**

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

15047.01 DESCRIPTION.

This specification applies to projects on the Interstate, Primary, Secondary, and Local Road systems involving construction or maintenance of roadways and structures on Dakota, Minnesota & Eastern Railroad Company dba Canadian Pacific ("CP") Right-of-way (ROW).

This specification describes the following:

- Requirements when work is within the ROW or properties of CP and adjacent to tracks, wire lines, and other facilities.
- Coordination with CP when work by the Contractor will be performed upon, over, or under the CP ROW, or may impact current or future CP operations.

The CP representatives will be the persons identified by the CP Public Works Manager to handle specific tasks related to the project. The attachments specify the contact information for these individuals.

Prior to advertising the project for letting, the Contracting Authority will negotiate and obtain an agreement with CP for the work on CP ROW. The Contractor will also be required to enter into a Right of Entry agreement with CP for the purpose of coordinating Contractor work and CP train activities. A copy of this agreement is attached as DS-15047, Attachment A.

Contractor shall provide physical barriers approved by CP to protect track and ballast from damage and contamination when Contractor's equipment is operating within 25 feet from nearest rail.

15047.02 REQUESTS FOR INFORMATION.

Requests for information involving work within CP ROW shall be in accordance with the procedures listed in the contract documents. Requests shall be submitted to the Engineer. Engineer will forward the request to CP as necessary.

15047.03 CONSTRUCTION AND AS-BUILT SUBMITTALS.

- A.** Submittals are required for construction materials and procedures as outlined below. Submittals shall include all review comments from the Engineer. Design submittals shall be stamped and signed by a Professional Engineer registered in the State of Iowa.

- B.** The tables below provide CP’s minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in the contract documents. The minimum review times indicated below represent CP’s requirements only. Contractor shall allow additional time for CP’s review time as stated elsewhere in the contract documents.

For this specification the following definitions shall apply:

- Overpass: when the roadway bridges over the railroad.
- Underpass: when the roadway crosses under the railroad.

- C.** Submittals will be made by the Engineer to CP. Items in Table DS-15047.04-1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table DS-15047.04-2 shall be submitted for underpass projects only.

Prior to or during construction of underpass structures, CP requires the review and approval of drawings, reports, test data, and material data sheets to determine compliance with the specifications. Product information for items noted in Table DS-15047.04-2 shall be submitted to CP through the Engineer for their review and approval. The signed submittal and the Engineer’s review comments will be reviewed and approved by CP. Review of the submittals by CP will not be conducted until after review by the Engineer.

Table DS-15047.04-1: Review Sets and Minimum Time for Review

Description	Sets Required	CP’s Minimum Review Time
Shoring design and details	2	4 weeks
Falsework design and details	2	4 weeks
Drainage design provisions	2	4 weeks
Erection diagrams and sequence	2	4 weeks
Demolition diagram and sequence	2	4 weeks

Table DS-15047.04-2: Sets Required

Description	Sets Required	Notes
Shop drawings	4	Steel and Concrete members
Bearings	4	For entire structures
Concrete Mix Designs	4	For entire structures
Rebar & Strand certifications	4	For superstructure only
28 day concrete strength	4	For superstructure only
Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness.
Welding Procedures and Welder Certification	4	AWS requirements
Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings.

Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D 1557.
--	---	--

D. As-Built Records will be submitted to CP within 1 year of completion of the structures. These records shall consist of the following items:

1. Overpass Projects:

- Electronic files of all structure design drawings with as-constructed modifications shown in Auto-Cad Civil 3D or Acrobat .PDF format.
- Hard copies of all structure design drawings with as-constructed modifications shown.

2. Underpass Projects:

- Electronic files of all structure design drawings with as-constructed modifications shown, in Auto-Cad Civil 3D or Acrobat .PDF format.
- Hard copies of all structure design drawings with as-constructed modifications shown.
- Final approved copies of shop drawings for concrete and steel members.
- Foundation Construction Reports
- Compaction testing reports for backfill at abutments

15047.04 SITE INSPECTIONS BY CP.

Site inspections may be performed by CP at any point during construction, including but not limited to the following:

- Preconstruction meetings
- Pile driving, drilling of caissons or drilled shafts
- Reinforcement & concrete placement for railroad bridge substructure or superstructure
- Erection of precast concrete or steel bridge superstructure
- Placement of waterproofing (prior to placing ballast on bridge deck)
- Completion of the bridge structure

A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Engineer for submittal to CP for review and approval prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

15047.05 CP REPRESENTATIVES.

CP representatives will be provided at the expense of the Contracting Authority to protect CP facilities, property, and movements of its trains or engines. CP may, at the Contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel.

In general, CP will furnish such personnel or other protective services as follows:

- Flagging protection will be required during any operation involving direct and potential interference with CP's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within 25 feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CP deems protective services necessary, which may include work on or off CP's property more than 25 feet from the nearest centerline of a railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within 25 feet of any track.
- For any excavation below elevation of track subgrade if, in the opinion of CP, track or other CP facilities may be subject to settlement or movement.
- During any clearing, grubbing, excavation, or grading, or other construction activity in proximity to CP facilities, which, in the opinion of CP, may endanger CP facilities or operations.

- During the Contractor's operations when, in the opinion of CP, CP facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- Contractor shall arrange with CP to provide the adequate number of flag persons to accomplish the work.

Contractor shall be required to pay CP in advance for the cost of personnel or other protective services. Prepayment will be based on the Contractor's estimated time for needing protective services, and if that prepayment will be exhausted prior to the expiration of the contractor's need for protective services, additional prepayment funds will be needed to cover the new projected completion of the project.

In the event CP is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), Contractor shall not perform the said operation or work until such time and date(s) that appropriate CP services can be made available. CP shall not be liable for any delay or increased costs incurred by Contractor owing to CP's inability or failure to have appropriate CP services available at the time or on the date requested.

15047.06 INSURANCE.

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, 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.

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 CP's property and cleans the premises in a manner reasonably satisfactory to CP.

If the Contractor uses a subcontractor(s), the Contractor shall provide the required insurances and shall provide either: equivalent to that described herein or (ii) obtain endorsements to the required policies naming the subcontractor(s) as additional insured parties.

A. Commercial General Liability Insurance.

Commercial general liability (CGL) (occurrence based) with a combined single limit of not less than \$1,000,000.00 each occurrence. CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy shall also contain the following endorsement, which shall be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Dakota, Minnesota & Eastern Railroad Corporation 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.

B. Business Automobile Coverage Insurance.

Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$1,000,000.00 for each accident; covering owned, non-owned, and hired vehicles engaged in or about the work.

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 “Dakota, Minnesota & Eastern Railroad Corporation” as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90), if required by law.

C. Railroad Protective Liability Insurance.

Railroad protective liability insurance (occurrence form), in the name of the Dakota, Minnesota, & Eastern Railroad Company d/b/a Canadian Pacific, with limits of \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate for bodily injury (including death) and property damage.

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.

D. Workers Compensation and Employers Liability Insurance.

Coverage shall include, but not limited to: Contractor's statutory liability under the workers' compensation laws of the State of Iowa including requirements of any occupational disease law.

If Contractor is self-insured, evidence of the State of Iowa's approval and excess workers compensation coverage shall be provided. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall contain the following endorsement, which shall be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing CP in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

E. Umbrella Insurance.

If Contractor utilizes umbrella policies, these policies shall “follow form” and afford no less coverage than the primary policy. Excess coverage is not allowed.

F. Pollution Liability Insurance.

Pollution liability coverage shall be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00.

If the scope of work as defined in this contract includes disposal of hazardous or non-hazardous materials from the job site, Contractor shall furnish to CP evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000.00 per loss, and an annual aggregate of \$2,000,000.00.

- G.** Policy(ies) required above (except worker's compensation and employers liability) shall include CP and its Parents as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to CP and its Parents as additional insured shall, to the extent provided under ISO Additional Insured

Endorsement CG 20 26, and CA 20 48 provide coverage for CP's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions contained in the specifications.

- H. Punitive damages exclusion, if any, shall be deleted (and the deletion indicated on the certificate of insurance), unless the law governing prohibits all punitive damages that might arise in connection with this contract.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors, and employees. This waiver shall be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this contract.
- K. Insurance policies shall be written by a reputable insurance company acceptable to CP or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Iowa.
- L. The fact that insurance is obtained by the Contractor or by CP on behalf of the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CP from the Contractor or any third party shall not be limited by the amount of the required insurance coverage.

15047.07 ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.

Contractor shall not assign or subcontract the provisions of this specification, or any interest therein, without the written consent of the Engineer. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, they shall, except to the extent prohibited by law; (1) require each subcontractor to include the Contractor and CP as "Additional Insureds" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each subcontractor to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each subcontractor to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

15047.08 ADDITIONAL SAFETY REQUIREMENTS.

Personnel employed by the Contractor or subcontractors shall complete the course "CP Contractor Security/Safety Course", and be registered prior to working on CP property, except that such personnel are not required to execute the Right of Entry form for contractors, it being understood that all contractors or subcontractors shall instead execute the Right of Entry Agreement attached to this specification. The CP orientation course is available at: www.contractororientation.com. This course shall be completed annually.

CP has exempted from this requirement those it classifies as "Delivery Persons" from this training, such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

Contractor shall require its employees to be suitably dressed to perform their duties safely. Contractor shall require workers to wear personal protective equipment as specified by CP rules and regulations. All personal protective equipment will be of safe design and construction for the work to be performed and shall be maintained in a sanitary and reliable condition. Protective equipment shall include, but not be

limited to the following PPE listed below that meet the U.S. ANSI standards (American National Standards Institute):

- Eye and face protection ANSI Z 87.1
- Head protection ANSI Z 89.1
- Foot protection ANSI Z 41.1
- High Visibility apparel ANSI / ISEA Z 107

Additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; and hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Only waist length shirts with sleeves and trousers covering the entire leg shall be worn. Flare-legged trouser bottoms shall be tied to prevent catching.

CP requires that the Contractor provide their personnel with the proper training, and that the Contractor's personnel are provided with 1) a sticker to be affixed visibly on their hard hat and 2) a qualification card so that CP employees know that the Contractor's personnel are familiar with CP safety practices and proof of having successfully completed the "CP Contractor Security/Safety Course" course. If a Contractor's employee does not have the sticker and qualification card, that Contractor employee will not be allowed on CP property.

Heavy equipment operating within CP ROW shall be equipped with audible back-up warning devices. If in the opinion of CP the Contractor's equipment is unsafe for use on CP's ROW, the Contractor shall remove such equipment from the CP ROW.

Contractor shall promptly notify CP of any U.S. OSHA reportable injuries occurring to any employee that arises during the work performed on the work site within CP ROW.

If at any time the Engineer or CP is of the opinion that any work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, or in violation of any applicable safety rule, the Engineer may suspend the work until proper protective measures are adopted and provided. In addition, if CP has a reasonable, good faith belief that the Contractor is engaging, or is about to engage, in any activity that poses a substantial risk of causing great bodily injury or death to any person, or significant property damage, CP may suspend the work of the Contractor and shall as soon as possible thereafter contact the Engineer to review the circumstances of the work stoppage. CP shall thereafter abide by the decision of the Engineer as to the necessity of the work stoppage.

15047.09 SAFETY MEASURES-PROTECTION OF OPERATIONS.

Contractor shall perform work in a safe manner and in conformity with the following standards:

A. Explosives.

Contractor shall not discharge any explosives on or in the vicinity of CP's property without the prior consent of CP, which shall not be given if, in the sole discretion of CP, such discharge would be dangerous or would interfere with CP's property or facilities. For the purposes hereof, the "vicinity of CP's property" shall be deemed to be any place on CP's property or in such close proximity to CP's property that the discharge of explosives could cause injury to CP's employees or other persons, or cause damage to or interference with the facilities or operations on CP's property. CP reserves the right to impose limitations on the transportation, handling, storage, security, and use of explosives as CP, in CP's sole discretion, may deem to be necessary, desirable, or appropriate. In addition to any limitations as may be specifically imposed:

1. Contractor shall provide no less than 48 hours written notice, excluding weekends and holidays, before discharging any explosives.
2. Explosives loaded in holes, placed or otherwise readied for discharge, shall be discharged the same day during daylight hours, and at mutually acceptable times.

3. Contractor, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction, or interference arising out of or connected with any blasting or any transportation, handling, storage, security, or use of explosives.

B. Obstructions to View.

Except as otherwise provided herein, Contractor shall not cause or permit the view along the tracks of CP to be obstructed, nor place any combustible material on the crossing area, nor erect any structures thereon except as allowed by the contract documents.

C. Excavation.

Contractor shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, impair, or endanger the clearance between existing or new slopes and the tracks of CP. Contractor shall not perform any work that may disturb the stability of any area or adversely affect CP's tracks or facilities. Contractor, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation or trenching performed by them in connection with construction, maintenance, or other work. Shoring and cribbing shall be constructed and maintained with materials and in a manner approved by CP to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by CP's operations in the vicinity.

D. Drainage.

Contractor, at its expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water to flow or collect upon property of CP that may adversely affect any of CP's operations, equipment or any third parties with permitted facilities on CP's ROW. Contractor, at its own expense, shall provide adequate passageway for the waters of any streams, bodies of water, and drainage facilities (either natural or artificial, and including water from CP's culverts and drainage facilities), so that said waters may not, because of any facilities or work of the Contractor, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of CP or any part thereof, or property of others. Contractor shall not obstruct or interfere with existing ditches or drainage facilities.

E. Clearances.

Contractor shall provide a minimum vertical clearance of 22.0 feet above top of rails and a minimum lateral clearance of 12.5 feet from centerline of track nearest temporary construction falsework. No materials, supplies, or equipment will be stored within 25 feet from the centerline of any railroad track, measured at right angles thereto.

Proposed changes to the specified minimum clearances shall be submitted in writing to CP, through the Engineer, at least 30 calendar days in advance of the work. No work shall commence until the Engineer receives concurrence, in writing, from CP that approval is given and that arrangements have been made for flagging service, as may be necessary. CP will have 15 calendar days to respond to the request.

F. Demolition of Existing Structures.

Contractor shall submit demolition plans to the Engineer for review and approval. The Engineer will forward such plans to CP as identified in the project agreement for CP to review and approve. Demolition performed over or near CP track will require proper protective shielding or other measures (as identified on the plans) as maybe required by CP, and the Contractor shall be required provide signed plans, signed by a Professional Engineer licensed in the State of Iowa, and schedule for review and approval by CP. Such protective shielding or measures shall be designed for immediate removal by Contractor whenever instructed to do so by CP. Demolition shall not be undertaken until CP has advised Engineer of its approval of the plans and schedule, and the Contractor has received the Engineer's and CP's written approval of such demolition plans and schedule. All such reviews and approvals or rejections will be completed by the Engineer and CP within 45 calendar days of receipt from the Contractor.

15047.10 WALKWAYS.

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for CP's use in walking along trains, extending to a line not less than 12 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while CP's flagging service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavations when in close proximity of track, and railings shall not be closer than 8.5 feet horizontally from center line of tangent track or 9.5 feet horizontally from centerline of curved track.

15047.11 EXCAVATIONS IN CLOSE PROXIMITY TO CP FACILITIES.

Contractor shall take special precaution in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls, or other facilities that require shoring shall comply with the following requirements: OSHA, AREMA, and CP "Guidelines for Temporary Shoring".

Contractor shall contact CP for facility locates at least 5 working days prior to commencing work at 1.248.740.6227 during normal business hours (7:00 a.m. to 3:00 p.m. C.S.T., Monday through Friday, except holidays). Contractor shall pay CP in advance for the cost of CP locates. The cost for a cable locate is \$250.00. If a telecommunications system is buried anywhere on or near CP property, the Contractor shall coordinate with CP and the telecommunication company to arrange for relocation or other protection of the system prior to beginning any work on or near CP property.

15047.12 NO INTERFERENCE WITH CP'S OPERATION.

Contractor shall not interfere with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of CP its lessees, licensees, or others, unless specifically permitted and authorized in advance by CP. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the centerline of CP's nearest active track, and there shall be no crossings of CP's tracks except at existing open public crossings or as provided by private construction crossing agreement between CP and the Contractor. CP may require the Contractor to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above CP's property.

15047.13 TRAFFIC CONTROL.

Contractor's operations that control traffic across or around CP facilities shall be coordinated with and approved by CP.

15047.14 INDEMNITY.

As used in this Article, "CP" includes other railroad companies using CP's property at or near the location of the Contractor's work and CP'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 CP'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 CP, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law CP 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 to the extent caused by the gross negligence or willful misconduct of CP.

15047.15 MAINTENANCE OF CP FACILITIES.

Contractor shall maintain ditches and drainage structures free of silt or other obstructions which may result from its operations, promptly repair eroded areas within CP's ROW, and repair any other damage to CP property, or its tenants; at no cost to CP. Contractor will be required upon the completion of the work to remove from within the limits of CP's property all machinery, equipment, surplus materials, false work,

rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of CP or their authorized representative.

15047.16 COMMUNICATIONS AND SIGNAL LINES.

No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present. If required, CP will rearrange its communications and signal lines, grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by CP's forces in connection with its operation at the expense of the Contracting Authority. This work will be performed by CP and it is not a part of the contract.

15047.17 FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on CP's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall contact Iowa One Call (1.800.292.8989 (a 24-hour number)) to determine if fiber optic cable is buried anywhere on CP's ROW to be used by the Contractor. If it is, Contractor shall telephone the telecommunications company involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on CP's ROW.

In addition to the liability terms elsewhere in this specification, Contractor shall indemnify and hold harmless CP against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs, and expenses) arising out of or in any way contributed to by any act or omission of the Contractor, agents, or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on CP's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, its contractor, agents, or employees, on CP's property. Contractor shall not have or seek recourse against CP for any claim or cause of action for alleged loss of profits, revenue, loss of service, or other consequential damage to a telecommunication company using CP's property or a customer or user of services of the fiber optic cable on CP's property.

15047.18 COOPERATION.

CP will cooperate with the Contractor so that work may be conducted in an efficient manner, and will cooperate with the Contractor in enabling use of CP's ROW in performing the work.

15047.19 WAIVER OF BREACH.

The waiver by CP of the breach of any condition, covenant, or specification herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of CP to avail itself of any subsequent breach thereof.

15047.20 CP 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 the train schedules in this location and structure its bid assuming intermittent track windows in this period, as defined below.

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 both 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. Contractor shall coordinate and schedule the work so that construction activities do not interfere with CP operations.

Work windows for this contract shall be coordinated with the Engineer, who shall receive CP's approval before advising the Contractor of the availability of any work window. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

- A. Conditional Work Window:** A period of time that CP operations have priority over construction activities. At the direction of the CP flag person, upon approach of a train, and when trains are present, the tracks shall be cleared (i.e., no construction equipment, materials, or personnel within 25 feet, or as directed by CP, from the tracks). Conditional Work Windows are available for the contract.
- B. Absolute Work Window:** A period of time that construction activities are given priority over CP operations. During this time frame the designated tracks will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the tracks or signals shall be completely operational for train operations and all CP, Public Utilities Commission, and Federal Railroad Administration requirements, codes, and regulations for operational tracks shall be met. In the situation where the operating tracks or signals have been affected, CP will perform inspections of the work prior to placing back into service. CP flag persons will be required for construction activities requiring an Absolute Work Window.

Absolute Work Windows will not generally be granted, and any provided shall require the express written approval by CP's Transportation Department. Any request will require a detailed explanation for CP review and approval.

- C.** Work on CP's ROW shall be done at such times and in such manner so as not to interfere with or endanger the operations of CP. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to CP for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor that requires flagging or inspection service shall be deferred until the flagging protection required by CP is available at the job site.
- D.** Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least 2 weeks in advance of any work. The written request shall include:
- Exactly what the work entails.
 - The days and hours that work will be performed.
 - The exact location of work, and proximity to the tracks.
 - The type of window requested and the amount of time requested.
 - The designated contact person.

Contractor shall provide written notice to CP at least 48 hours before commencing work in connection with approved work windows when work will be performed within 50 feet of any track center line.

- E.** Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of CP, Contractor shall make such provisions. If in the judgment of CP such provisions are insufficient, CP may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense. CP or Engineer will have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of CP, Contractor's operations could endanger CP's operations. In the event such an order is given, Contractor shall immediately notify the Engineer of the order.

15047.21 RAILROAD FLAGGING.

A. Notification.

Contractor shall notify CP and Engineer at least 15 working days in advance of commencement of any work on CP property and at least 10 working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 50 feet of any track, or near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 50 feet of any track. Notice shall be made using CP's "Request for Flagging Services" form attached as DS-15047, Attachment B.

The services of a flagman will be required during any operation involving direct interference with CP's tracks or traffic, fouling of railroad operating clearances, or reasonable proximity of accidental hazard to railroad traffic, when work takes place within 50 feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CP deems the services of a flagman necessary, which may include work on or near CP's property more than 50 feet from the nearest centerline of a railroad track. Additional flagmen will also be furnished whenever in the opinion of CP such protection is needed.

Upon receipt of 10 working day notice, CP will determine and inform Contractor whether a railroad flagger need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by CP, such services will be provided at Contractor's expense with the understanding that if CP provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall be required to pay CP in advance for the cost of personnel or other protective services. CP shall not be liable for any increased costs incurred by the Contractor or Contracting Authority owing to CP's inability or failure to have appropriate CP personnel available at the time or on the date requested.

To enable orderly flagger reassignment to other projects the Contractor shall notify CP 5 working days prior to the termination of flagging need or 5 working days prior to completion of the Contractor's work, whichever is sooner. Contractor shall inform CP when work requiring flaggers is complete.

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

B. Flagger Hours and Rate of Pay.

The rate of pay for each flagger will be at the base rate of \$1,300.00 per weekday (1-10 hour continuous period). Weekend flagman protection will be at the rate of \$150.00 per hour, with a 10 hour minimum of \$1,500.00. Hours in excess of 10 continuous hours per flagman on either weekday or weekend days will be billed at the rate of \$150.00 per hour. Rates are subject to change, at any time, by law or by agreement between CP, its employees or contractors, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor shall pay on the basis of the new rates and charges.

A flagman has to perform many functions in conjunction with a flagging project. The hours start once the flagman reaches the local yard. Any needed safety materials must be collected and other railroad employees that may come into the area must be well informed of the project that will be taking place. The commute time from the local yard to the actual project is included in an invoice. Once on site the individual must set up warning devices several miles away from the site (in both directions) in order to assure locomotive engineers are properly warned of additional safety precautions necessary. Once the day is over, the flagman must collect these warning devices and return them to the local yard. In CP terminal areas, this employee is compensated for a full eight hour day regardless if the employee was physically flagging at the location or not, therefore, the full day is charged back to the contractor. If CP must pay the employee for hours in excess of their daily scheduled time or on a holiday in order to accomplish the flagging project, those costs are passed onto the contractor as well.

Occasionally it is necessary for the flagman to leave the project for various reasons. Some of these are to throw a manual switch in order to divert an oncoming train, or to meet a train that is approaching.

C. Reimbursement to CP.

Contractor shall reimburse the CP for railroad flagger services provided within 15 days of billing from the CP. In the event the Contractor fails to reimburse or pay CP for hours of flagman protection provided, the Contracting Authority will reimburse CP within 30 calendar days of the Contractor defaulting on the payment (default is defined as non-payment within 30 calendar days of billing by CP to the Contractor). Failure of the Contractor to reimburse CP may result in a reduction or suspension of the Contractors bidding qualifications according to Article 1102.03 of the Standard Specifications.

D. Documentation and Reimbursement to the Contractor.

Contractor shall initially pay CP for all flagging costs in conjunction with railroad flaggers when any of the conditions identified in Article DS-15047.05, warrant a flagger. The Contracting Authority will reimburse the Contractor for any daily cost that exceeds \$1,000.00 per day for the cost of flagger services provided by CP. The Contracting Authority will reimburse the Contractor 100% of the total cost of flagger services, as deemed necessary by CP, that does not meet any of the conditions identified in Article DS-15047.05, unless the flagger's presence on the project was a result of the Contractor's communication, or lack of communication, with CP. The Contracting Authority will reimburse the Contractor following completion of all work necessitating flagging operations by CP and receipt of documentation verifying CP 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 CP for flaggers and a summary of the flagging costs incurred that exceed the Contractors' requirements described in Article DS-15047.05, to the Engineer with a request for payment for the additional railroad flagger costs. The Engineer will review the Contractor's daily logs against CP's invoice and make payment for the eligible costs in accordance with Article 1109.03, of the Standard Specifications.

Contractor shall be responsible to CP 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 CP 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.

15047.22 TEMPORARY CROSSINGS.

At other than established public road crossings, the Contractor shall not move any equipment or materials across CP's tracks until written permission has been obtained from CP.

If the Contractor requires a temporary railroad crossing the Contractor shall arrange for the crossing installation at a location acceptable to the Contractor and CP at the Contractor's expense to include all CP costs of installation, maintenance, removal, and track restoration. The temporary crossing shall be gated and locked at all times when not required for use by the Contractor. Flagging will always be required during use of a temporary crossing. The billing, Contractor payment provisions, and final Contractor payment requirements for crossing costs except flagging are to be covered as agreed to in a separate private construction crossing agreement between the Contractor and CP. Prior notice of need for a temporary crossing is required to allow for CP site review, cost estimating, securing material, and work crew scheduling and will vary. The Contractor should contact CP prior to making a bid when a temporary crossing is required.

15047.23 LIMITATION OF RIGHTS GRANTED.

The Contract, any Temporary Easement, and Permanent Easement are all subject to the prior and continuing right and obligation of CP to use and maintain its property, not inconsistent with highway purposes, including the right and power of CP to construct, maintain, repair, renew, use, operate, change, modify, or relocate CP tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, or across any or all parts of its property, all or any of which may be freely done at any time or times by CP, not inconsistent with highway purposes and at CP's sole cost and expense.

The Contract, Temporary Construction Easement, and Permanent Easement, whether recorded or unrecorded, are subject to all outstanding rights (including those in favor of licensees and lessees of CP's property, and others) and the right of CP to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

15047.24 MECHANIC'S LIENS.

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 CP for any work performed. Contractor shall indemnify and hold harmless CP 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. It is understood that this specification may be recorded in the county in which the work is to be performed and such recording shall serve as public notice that no Contractor, subcontractor, or material supplier shall file any notice of a mechanic's or material supplier's lien or permit or suffer any mechanic's lien or material supplier's lien on the property of CP to the extent permitted by law.

15047.25 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Dakota, Minnesota & Eastern Railroad Corporation doing business as Canadian Pacific; will be paid for as a Lump Sum bid item. The Contractor will be paid 100% of the Lump Sum bid item once the Engineer has received all necessary certificates of insurance.

Attachments to this specification:

- DS-15047, Attachment A: Right of Entry Agreement
- DS-15047, Attachment B: Requirements Regarding Flagging and Cable Location for Construction on CP

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made between _____ (hereafter Contractor) and Dakota, Minnesota & Eastern Railroad Corporation dba Canadian Pacific (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 _____, as further identified in the attached project documents.

Contractor shall pay to Railroad upon execution of this Agreement the sum of \$500.00 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 Iowa Department of Transportation Developmental Specifications (DS-15047) for Construction or Maintenance Work on Railroad Right-of-Way, 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, "CP" includes other railroad companies using CP's property at or near the location of the Contractor's work and CP'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 CP'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 CP, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law CP 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 CP, or except to the extent caused by the gross negligence or willful misconduct of CP;

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 individuals:

Edward A. Oom Jim H. Krieger
 Manager Public Works
 CP Plaza – 120 South 6th Street
 Minneapolis, MN 55402
 Telephone Number: 612.330.4553 612.330.4555
 Email: Edward_Oom@cpr.ca jim_krieger@cpr.ca

For Contractor _____

Address: _____

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

Date

Contractor

Date

Railroad

**REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CP
(Hereinafter called "Railroad")
(Revised: Effective August 1st 2015)**

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Minneapolis, Minnesota, telephone 612.330.4553, or for cable locates telephone 866.291.0741, or for emergency Phone 800-716-9132; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Cost for a cable locate is \$250.00, which is to be prepaid before installation is to begin.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CP installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from CP Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services" form to be completed and submitted; including check for prepayment based on the number of days flagman protection will be required.

Request for Flagging Services and Cable Location
Southern Region

Inquiries may be directed to: ~~Otis Goodman~~ **David LeClaire** Date submitted: _____
Public Works Supervisor
CP Plaza – 120 South 6th Street
Minneapolis, MN 55402
Telephone: ~~(612) 330-4554~~ 612.330.4556
Email: ~~Otis_Goodman@cpr.ca~~ dave_leclaire@cpr.ca

I: _____ with: _____, am requesting that flagging
(Name) (Company Name)

protection be provided for _____ . Is this a continuation of an existing project? Yes No
(Project Name)

All blanks below must be completely filled in before any flagman request will be honored.

Project Location: _____

RR milepost: _____ Street/Intersection: _____

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____
*** You must have an agreement with CN railroad subsidiary, such as a Right of Entry, Permit or Formal Agreement and proof of insurance. You must have flagman protection before you can enter the property.*

Contractor's Contact Person: _____ Phone: _____

Anticipated # of Days Protection is needed: _____ **Specific Dates Flagging needed:** _____,
_____, _____, _____, _____, _____,

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____ hrs.*
* Flagmen start and end time may vary based on type of protection required.

Location for flagman to report: _____

Description of work to be performed: _____

_____ Railroad Cable Locate Required? Yes No

A prepayment check MUST be sent and received at the address shown at the top of this page before flagman protection will be scheduled. The amount of prepayment is based on the number of days and hours flagman protection is required. The base rate per day for flagman protection is \$1,300.00 for 10 hours, this includes 2 overtime hours to set flags. Additional overtime hours will be billed at the rate of \$150.00 per hour. Weekend and Holidays should be prepaid at the overtime rate of \$150.00 per hour or \$1,500.00 for 10 hours. Any Prepayment for overtime hours not used will be refunded. Cost for cable locate is \$250.00, and must be prepaid as well before installation begins. Checks should be made payable to the railroad subsidiary listed on your Right of Entry, Permit or Formal Agreement.

A Prepayment check and Proof of Insurance MUST accompany this form and be received prior to the beginning of this project. Flagman will be provided at your cost, depending on availability, within five (5) business days.

If the project runs longer than originally anticipated, Otis Goodman must be contacted by email and an additional check must be submitted before work can resume. Rates are Effective August 1st 2015.

****ALL blanks must be completely filled****

Billing Information:
Company Name: _____
Billing Address: _____
City: _____ State: _____ Zip: _____
Company Phone: _____ Company Fax: _____ E-Mail: _____
(REQUIRED)

I agree to pay for flagging services as requested: _____
(SIGN AND PRINT NAME)

Attach a map and location information and mail this form with cover letter on your company's letterhead, prepayment and proof of insurance to Otis Goodman at the above address.



**DEVELOPMENTAL SPECIFICATIONS
FOR
CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY
(CHICAGO, CENTRAL, & PACIFIC RAILROAD COMPANY AND CEDAR RIVER RAILROAD COMPANY)**

**Effective Date
November 19, 2019**

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

15074.01 DESCRIPTION.

This specification applies to projects on the Interstate, Primary, Secondary, and Local Road systems involving construction or maintenance of roadways and structures on Chicago, Central, and Pacific Railroad Company and Cedar River Railroad Company (collectively CCP) Right-of-way (ROW).

This specification describes the following:

- Requirements when work is within the ROW or properties of the CCP and adjacent to tracks, wire lines, and other facilities.
- Coordination with CCP when work by the Contractor will be performed upon, over, or under the CCP ROW, or may impact current or future CCP operations.

CCP representatives will be the persons identified by the CCP Chief Engineer to handle specific tasks related to the project. The attachments specify the contact information for these individuals.

Prior to advertising the project for letting, Contracting Authority will negotiate and obtain an agreement with the CCP for the work on CCP ROW. Contractor will also be required to enter into a Right of Entry agreement with the CCP for the purpose of coordinating Contractor work and CCP train activities. A copy of this agreement is attached as DS-15074, Attachment A.

Contractor shall provide physical barriers approved by CCP to protect track and ballast from damage and contamination when the Contractor's equipment is operating within 25 feet from nearest rail.

15074.02 REQUESTS FOR INFORMATION.

Requests for information involving work within any CCP ROW shall be in accordance with the procedures listed in the contract documents. Requests shall be submitted to the Engineer. Engineer will forward the request to the CCP as necessary.

15074.03 CONSTRUCTION AND AS-BUILT SUBMITTALS.

- A.** Submittals are required for construction materials and procedures as outlined below. The submittals shall include all review comments from the Engineer. Design submittals shall be stamped and signed by a Professional Engineer registered in the State of Iowa.

- B.** The tables below provide CCP’s minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in the contract documents. The minimum review times indicated below represent CCP’s requirements only. Contractor shall allow additional time for the CCP’s review time as stated elsewhere in the contract documents.

For this specification the following definitions shall apply:

- Overpass: when the roadway bridges over the railroad.
- Underpass: when the roadway crosses under the railroad.

- C.** Submittals will be made by the Engineer to the CCP. Items in Table DS-15074.04-1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table DS-15074.04-2 shall be submitted for underpass projects only.

Prior to or during construction of underpass structures, the CCP requires the review and approval of drawings, reports, test data, and material data sheets to determine compliance with the specifications. Product information for items noted in Table DS-15074.04-2 shall be submitted to CCP through the Engineer for their review and approval. The signed submittal and the Engineer’s review comments will be reviewed and approved by CCP.

Table DS-15074.04-1: Review Sets and Minimum Time for Review

Description	Sets Required	CCP’s Minimum Review Time
Shoring design and details	2	4 weeks
Falsework design and details	2	4 weeks
Drainage design provisions	2	4 weeks
Erection diagrams and sequence	2	4 weeks
Demolition diagram and sequence	2	4 weeks

Table DS-15074.04-2: Sets Required

Description	Sets Required	Notes
Shop drawings	4	Steel and Concrete members
Bearings	4	For entire structures
Concrete Mix Designs	4	For entire structures
Rebar & Strand certifications	4	For superstructure only
28 day concrete strength	4	For superstructure only
Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness.
Welding Procedures and Welder Certification	4	AWS requirements
Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings.
Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D 1557.

D. As-Built Records will be submitted to the CCP by the Contracting Authority within 1 year of completion of the structures. These records shall consist of the following items:

1. Overpass Projects:

- Electronic files of all structure design drawings with as-constructed modifications shown in Auto-Cad Civil 3D or Acrobat .PDF format.
- Hard copies of all structure design drawings with as-constructed modifications shown.

2. Underpass Projects:

- Electronic files of all structure design drawings with as-constructed modifications shown, in Auto-Cad Civil 3D or Acrobat .PDF format.
- Hard copies of all structure design drawings with as-constructed modifications shown.
- Final approved copies of shop drawings for concrete and steel members.
- Foundation Construction Reports
- Compaction testing reports for backfill at abutments

15074.04 SITE INSPECTIONS BY THE CCP.

Site inspections may be performed by the CCP at any point during construction, including but not limited to the following:

- Preconstruction meetings
- Pile driving, drilling of caissons or drilled shafts
- Reinforcement & concrete placement for railroad bridge substructure or superstructure
- Erection of precast concrete or steel bridge superstructure
- Placement of waterproofing (prior to placing ballast on bridge deck)
- Completion of the bridge structure

A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Engineer for submittal to the CCP for review and approval prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

15074.05 CCP REPRESENTATIVES.

CCP representatives will be provided at the expense of the Contracting Authority to protect CCP facilities, property, and movements of its trains or engines. CCP may, at the Contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel.

In general, CCP will furnish such personnel or other protective services as follows:

- Flagging protection will be required during any operation involving direct and potential interference with CCP's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within 25 feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CCP deems protective services necessary, which may include work on or off CCP's property more than 25 feet from the nearest centerline of a railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within 25 feet of any track.
- For any excavation below elevation of track subgrade if, in the opinion of CCP, track or other CCP facilities may be subject to settlement or movement.
- During any clearing, grubbing, excavation, or grading, or other construction activity in proximity to CCP facilities, which, in the opinion of CCP, may endanger CCP facilities or operations.
- During the Contractor's operations when, in the opinion of CCP, CCP facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- The Contractor shall arrange with the CCP to provide the adequate number of flag persons to accomplish the work.

Contractor shall be required to pay CCP in advance for the cost of personnel or other protective services. Prepayment will be based on Contractor's estimated time for needing protective services, and if that prepayment will be exhausted prior to the expiration of the contractor's need for protective services, additional prepayment funds will be needed to cover the new projected completion of the project.

In the event CCP is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), Contractor shall not perform the said operation or work until such time and date(s) that appropriate CCP services can be made available. CCP shall not be liable for any delay or increased costs incurred by Contractor owing to CCP's inability or failure to have appropriate CCP services available at the time or on the date requested.

15074.06 INSURANCE.

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.

Contractor shall not enter upon or over CCP's ROW until the Engineer and CCP have been furnished the insurance policies, binders, certificates, and endorsements required by the contract documents and the Right of Entry Agreement (Attachment A) has been executed by the Contractor and CCP. 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 CCP's property and cleans the premises in a manner reasonably satisfactory to CCP.

In addition to providing to CCP the insurance binders, endorsements, and certificates described below, Contractor shall also provide the subcontractor insurance endorsements described in Article DS-15074.08; ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.

Contractor shall provide the following kinds of insurance:

A. Railroad Protective Insurance.

The Contractor shall provide for and on behalf of the CCP, 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 for work involving elimination of hazards of railroad highway crossings and other highway work wholly or partly within Railroad ROW. This insurance shall name either the Chicago, Central & Pacific Railroad Company or the Cedar River Railroad Company, as determined by project location, as the Insured with coverage of at least \$5,000,000.00 per occurrence and \$10,000,000.00 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.

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.

B. Commercial General Liability Insurance.

Commercial General Liability (CGL) (occurrence based) with a limit of not less than \$5,000,000.00 each occurrence and an aggregate limit of not less than \$10,000,000.00. CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

Policy shall also contain the following endorsement, which shall be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing either "Chicago Central & Pacific Railroad Company" or "Cedar River Railroad Company Property", as the case may be, 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.

C. Business Automobile Coverage Insurance.

Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000.00 for each accident.

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 "Chicago Central and Pacific and Cedar River Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90), if required by law.

D. Workers Compensation and Employers Liability Insurance.

Coverage shall include, but not limited to:

- Contractor's statutory liability under the workers' compensation laws of the State of Iowa.
- Employers' Liability (Part B) with limits of at least \$500,000.00 each accident, \$500,000.00 disease policy limit, \$500,000.00 each employee.

If Contractor is self-insured, evidence of the State of Iowa's approval and excess workers compensation coverage shall be provided. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

Policy shall contain the following endorsement, which shall be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing CCP in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

E. Umbrella Insurance.

If Contractor utilizes umbrella policies, these policies shall "follow form" and afford no less coverage than the primary policy. Excess coverage is not allowed.

F. Pollution Liability Insurance.

Pollution liability coverage shall be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00.

If scope of work as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor shall furnish to CCP evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000.00 per loss, and an annual aggregate of \$2,000,000.00.

G. Policy(ies) required above (except worker's compensation and employers liability) shall include "all operating subsidiaries of North American Railways, Inc." as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to "all operating subsidiaries of North American Railways, Inc." as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for the CCP's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions contained in the specifications.

H. Punitive damages exclusion, if any, shall be deleted (and the deletion indicated on the certificate of insurance), unless the law governing prohibits all punitive damages that might arise in connection with this contract.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors, and employees. This waiver shall be stated on the certificate of insurance.

J. The address to be shown for "Chicago, Central & Pacific Railroad Company", "Cedar River Railroad Company", and "All operating subsidiaries of North American Railways, Inc." on all policies and certificates shall be:

Attn: Mgr. Insurance, Insurance Department
935 de La Gauchetiere St W
Montreal, Quebec H3B 2M9, Canada
514.399.6411 (office), 514.399.4296 (facsimile)

K. Insurance policies shall be written by a reputable insurance company acceptable to the CCP or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Iowa.

L. The fact that insurance is obtained by the Contractor or by the CCP on behalf of the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by the CCP from the Contractor or any third party shall not be limited by the amount of the required insurance coverage.

15074.07 ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.

Contractor shall not assign or subcontract the provisions of this specification, or any interest therein, without the written consent of the Engineer. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, they shall, except to the extent prohibited by law; (1) require each subcontractor to include the Contractor and "all operating subsidiaries of North

American Railways, Inc.” as "Additional Insureds" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each subcontractor to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each subcontractor to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

15074.08 ADDITIONAL SAFETY REQUIREMENTS.

Personnel employed by the Contractor or subcontractors shall complete the course “CN Contractor Security/Safety Course”, and be registered prior to working on CCP property, except that such personnel are not required to execute the Right of Entry form for contractors, it being understood that all contractors or subcontractors shall instead execute the Right of Entry Agreement attached to this specification. The CCP orientation course is available at: www.contractororientation.com. This course shall be completed annually.

CCP has exempted from this requirement those it classifies as “Delivery Persons” from this training, such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

Contractor shall require its employees to be suitably dressed to perform their duties safely. Contractor shall require workers to wear personal protective equipment as specified by CCP rules and regulations. Personal protective equipment will be of safe design and construction for the work to be performed and shall be maintained in a sanitary and reliable condition. Protective equipment shall include, but not be limited to the following PPE listed below that meet the U.S. ANSI standards (American National Standards Institute):

- Eye and face protection ANSI Z 87.1
- Head protection ANSI Z 89.1
- Foot protection ANSI Z 41.1
- High Visibility apparel ANSI / ISEA Z 107

Additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; and hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Only waist length shirts with sleeves and trousers covering the entire leg shall be worn. Flare-legged trouser bottoms shall be tied to prevent catching.

CCP requires that the Contractor provide their personnel with the proper training, and that Contractor's personnel are provided with 1) a sticker to be affixed visibly on their hard hat and 2) a qualification card so that CCP employees know that Contractor's personnel are familiar with CCP safety practices and proof of having successfully completed the “CN Contractor Security/Safety Course” course. If a Contractor's employee does not have the sticker and qualification card, that Contractor employee will not be allowed on CCP property.

Heavy equipment operating within CCP ROW shall be equipped with audible back-up warning devices. If in the opinion of the CCP the Contractor's equipment is unsafe for use on CCP's ROW, Contractor shall remove such equipment from CCP ROW.

Contractor shall promptly notify CCP of any U.S. OSHA or FRA reportable injuries occurring to any employee that arises during the work performed on the work site within CCP ROW or for CCP.

If at any time the Engineer or CCP is of the opinion that any work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, or in violation of any applicable safety rule, the Engineer may suspend work until proper protective measures are adopted and provided to the satisfaction of the CCP. In addition, if CCP has a reasonable, good faith belief that the Contractor is engaging, or is about to engage, in any activity that poses a substantial risk of causing great

bodily injury or death to any person, or significant property damage, CCP may suspend the work of the Contractor and shall as soon as possible thereafter contact the Engineer to review the circumstances of the work stoppage. CCP shall thereafter abide by the decision of the Engineer as to the necessity of the work stoppage.

15074.09 SAFETY MEASURES-PROTECTION OF OPERATIONS.

Contractor shall perform work in a safe manner and in conformity with the following standards:

A. Explosives.

Contractor shall not discharge any explosives on or in the vicinity of the CCP's property without the prior consent of the CCP, which shall not be given if, in the sole discretion of the CCP, such discharge would be dangerous or would interfere with the CCP's property or facilities. For the purposes hereof, the "vicinity of the CCP's property" shall be deemed to be any place on the CCP's property or in such close proximity to the CCP's property that the discharge of explosives could cause injury to the CCP's employees or other persons, or cause damage to or interference with the facilities or operations on the CCP's property. CCP reserves the right to impose limitations on the transportation, handling, storage, security, and use of explosives as the CCP, in the CCP's sole discretion, may deem to be necessary, desirable, or appropriate. In addition to any limitations as may be specifically imposed:

1. Contractor shall provide no less than 48 hours written notice, excluding weekends and holidays, before discharging any explosives.
2. Any explosives loaded in holes, placed or otherwise readied for discharge, shall be discharged the same day during daylight hours, and at mutually acceptable times.
3. Contractor, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction, or interference arising out of or connected with any blasting or any transportation, handling, storage, security, or use of explosives.

B. Obstructions to View.

Except as otherwise provided herein, Contractor shall not cause or permit the view along the tracks of the CCP to be obstructed, nor place any combustible material on the crossing area, nor erect any structures thereon except as allowed by the contract documents.

C. Excavation.

Contractor shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, impair, or endanger the clearance between existing or new slopes and the tracks of the CCP. Contractor shall not perform work that may disturb stability of any area or adversely affect CCP's tracks or facilities. Contractor, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation or trenching performed by them in connection with construction, maintenance, or other work. Shoring and cribbing shall be constructed and maintained with materials and in a manner approved by CCP to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by CCP's operations in the vicinity.

D. Drainage.

Contractor, at its expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water to flow or collect upon property of CCP that may adversely affect any of CCP's operations, equipment or any third parties with permitted facilities on CCP's ROW. Contractor, at its own expense, shall provide adequate passageway for the waters of any streams, bodies of water, and drainage facilities (either natural or artificial, and including water from CCP's culverts and drainage facilities), so that said waters may not, because of any facilities or work of Contractor, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the CCP or any part thereof, or

property of others. Contractor shall not obstruct or interfere with existing ditches or drainage facilities.

E. Clearances.

Contractor shall provide a minimum vertical clearance of 22.0 feet above top of rails and a minimum lateral clearance of 12.5 feet from centerline of track nearest temporary construction falsework. No materials, supplies, or equipment will be stored within 25 feet from centerline of any railroad track, measured at right angles thereto.

Proposed changes to specified minimum clearances shall be submitted in writing to CCP, through the Engineer, at least 30 calendar days in advance of the work. No work shall commence until Engineer receives concurrence, in writing, from CCP that approval is given and that arrangements have been made for flagging service, as may be necessary. CCP will have 15 calendar days to respond to the request.

F. Demolition of Existing Structures.

Contractor shall submit demolition plans to the Engineer for review and approval. Engineer will forward such plans to CCP as identified in the project agreement for CCP to review and approve. Demolition performed over or near CCP track will require proper protective shielding or other measures (as identified on the plans) as maybe required by CCP, and Contractor shall be required provide signed plans, signed by a Professional Engineer licensed in the State of Iowa, and schedule for review and approval by CCP. Such protective shielding or measures shall be designed for immediate removal by Contractor whenever instructed to do so by CCP. Demolition shall not be undertaken until CCP has advised Engineer of its approval of the plans and schedule, and Contractor has received the Engineer's and CCP's written approval of such demolition plans and schedule. All such reviews and approvals or rejections will be completed by the Engineer and CCP within 45 calendar days of receipt from Contractor.

15074.10 WALKWAYS.

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for CCP's use in walking along trains, extending to a line not less than 12 feet from centerline of track, shall be maintained. Temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while CCP's flagging service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavations when in close proximity of track, and railings shall not be closer than 8.5 feet horizontally from center line of tangent track or 9.5 feet horizontally from centerline of curved track.

15074.11 EXCAVATIONS IN CLOSE PROXIMITY TO CCP FACILITIES.

Contractor shall take special precaution in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls, or other facilities that require shoring shall comply with the following requirements: OSHA, AREMA, and CCP "Guidelines for Temporary Shoring".

Contractor shall contact CCP for facility locates at least 5 working days prior to commencing work at telephone number 734.783.4533 during normal business hours (7:00 a.m. to 3:00 p.m. C.S.T., Monday through Friday, except holidays. Contractor shall pay CCP in advance for the cost of CCP locates. Cost for a cable locate is currently \$350.00. If a telecommunications system is buried anywhere on or near CCP property, Contractor shall coordinate with CCP and the telecommunication company to arrange for relocation or other protection of the system prior to beginning any work on or near CCP property.

15074.12 NO INTERFERENCE WITH CCP'S OPERATION.

Contractor shall not interfere with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of the CCP its lessees, licensees, or others, unless specifically permitted and authorized in advance by the CCP. When not in use, the Contractor's machinery and materials shall be kept at least 50 feet from the centerline of CCP's nearest active track, and there shall be no crossings of CCP's tracks except at existing open public crossings or as provided by private construction crossing agreement

between CCP and the Contractor. CCP may require the Contractor to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above the CCP's property.

15074.13 TRAFFIC CONTROL.

Contractor's operations that control traffic across or around CCP facilities shall be coordinated with and approved by CCP.

15074.14 INDEMNITY.

As used in this Article, "CCP" includes other railroad companies using the CCP's property at or near the location of Contractor's work and CCP'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 CCP'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 CCP, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the CCP 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 CCP, or except to the extent caused by gross negligence or willful misconduct of CCP.

15074.15 MAINTENANCE OF CCP FACILITIES.

Contractor shall maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations, promptly repair eroded areas within CCP's ROW, and repair any other damage to CCP property, or its tenants; at no cost to the CCP. Contractor will be required upon the completion of the work to remove from within the limits of CCP's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of CCP or their authorized representative.

15074.16 COMMUNICATIONS AND SIGNAL LINES.

No digging, trenching or boring activities shall be conducted in the proximity of any known buried CCP signal cables without CCP's Signal Department representative being present. If required, CCP will rearrange its communications and signal lines, grade crossing warning devices, train signals, and facilities that are in use and maintained by CCP's forces in connection with its operation at the expense of the Contracting Authority. This work will be performed by CCP and it is not a part of the contract.

15074.17 FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on the CCP's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users, including CCP, resulting in business interruption and loss of revenue and profits. Contractor shall contact Iowa One Call (1.800.292.8989 (a 24-hour number)) to determine if fiber optic cable is buried anywhere on CCP's ROW to be used by the Contractor. If it is, Contractor shall telephone the telecommunications company involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning work on CCP's ROW.

In addition to the liability terms elsewhere in this specification, Contractor shall indemnify and hold harmless CCP against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs, and expenses) arising out of or in any way contributed to by any act or omission of the Contractor, agents, or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on CCP's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, its contractor, agents, or employees, on CCP's property. Contractor shall not have or seek recourse against CCP for any claim or cause of action for alleged loss of profits, revenue, loss of service, or other consequential damage to a

telecommunication company using CCP's property or a customer or user of services of the fiber optic cable on CCP's property.

15074.18 COOPERATION.

CCP will cooperate with Contractor so work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of CCP's ROW in performing the work.

15074.19 WAIVER OF BREACH.

The waiver by CCP of the breach of any condition, covenant, or specification herein contained to be kept, observed and performed by Contractor shall in no way impair the right of CCP to avail itself of any subsequent breach thereof.

15074.20 CCP 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 the train schedules in this location 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 both 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. Contractor shall coordinate and schedule the work so that construction activities do not interfere with CCP operations.

Work windows for this contract shall be coordinated with the Engineer, who shall receive CCP's approval before advising the Contractor of the availability of any work window. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

A. Conditional Work Window.

A period of time that CCP operations have priority over construction activities. At the direction of the CCP flag person, upon approach of a train, and when trains are present, the tracks shall be cleared (i.e., no construction equipment, materials, or personnel within 25 feet, or as directed by the CCP, from the tracks). Conditional Work Windows are available for the contract.

B. Absolute Work Window.

A period of time that construction activities are given priority over CCP operations. During this time frame the designated tracks will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the tracks or signals shall be completely operational for train operations and all CCP, Public Utilities Commission, and Federal Railroad Administration requirements, codes, and regulations for operational tracks shall be met. In the situation where the operating tracks or signals have been affected, the CCP will perform inspections of the work prior to placing back into service. CCP flag persons will be required for construction activities requiring an Absolute Work Window.

Absolute Work Windows will not generally be granted, and any provided shall require the express written approval by CCP's Transportation Department. Any request will require a detailed explanation for CCP review and approval.

- C.** Work on CCP's ROW shall be done at such times and in such manner so as not to interfere with or endanger the operations of CCP. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the CCP for approval, but such approval shall not relieve the Contractor from liability. Work to be performed by the Contractor that requires flagging or inspection service shall be deferred until the flagging protection required by CCP is available at the job site.
- D.** Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request shall include:

- Exactly what the work entails.
- Days and hours that work will be performed.
- Exact location of work, and proximity to the tracks.
- Type of window requested and the amount of time requested.
- Designated contact person.

Contractor shall provide written notice to the CCP at least 48 hours before commencing work in connection with approved work windows when work will be performed within 25 feet of any track center line.

- E. Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of CCP, Contractor shall make such provisions. If in the judgment of CCP such provisions are insufficient, CCP may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense. The CCP or Engineer will have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of CCP, the Contractor's operations could endanger CCP's operations. In the event such an order is given, Contractor shall immediately notify the Engineer of the order.

15074.21 RAILROAD FLAGGING.

A. Notification.

Contractor shall notify the CCP and Engineer at least fifteen 15 working days in advance of commencement of any work on CCP property and at least 10 working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track, or near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Notice shall be made using CCP's "Request for Flagging Services and Cable Location" form attached as DS-15074, Attachment B.

The services of a flagman will be required during any operation involving direct interference with CCP's tracks or traffic, fouling of railroad operating clearances, or reasonable proximity of accidental hazard to railroad traffic, when work takes place within 25 feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CCP deems the services of a flagman necessary, which may include work on or near CCP's property more than 25 feet from the nearest centerline of a railroad track. Additional flagmen will also be furnished whenever in the opinion of CCP such protection is needed.

Upon receipt of 10 working day notice, the CCP will determine and inform the Contractor whether a railroad flagger need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the CCP, such services will be provided at Contractor's expense with the understanding that if the CCP provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall be required to pay CCP in advance for the cost of personnel or other protective services. CCP shall not be liable for any increased costs incurred by the Contractor or Contracting Authority owing to CCP's inability or failure to have appropriate CCP personnel available at the time or on the date requested.

To enable orderly flagger reassignment to other projects the Contractor shall notify the CCP 5 working days prior to the termination of flagging need or 5 working days prior to completion of the Contractor's work, whichever is sooner. Contractor shall inform CCP when work requiring flaggers is complete.

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

B. Flagger Rate of Pay.

Refer to the "Request for Flagging Services and Cable Location" form attached to this specification for flagger rates of pay.

Rates are subject to change, at any time, by law or by agreement between the CCP, its employees or contractors, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges.

C. Reimbursement to the CCP.

In the event Contractor fails to reimburse or pay CCP for hours of flagman protection provided in excess of prepayment amounts, Contracting Authority will reimburse the CCP within 30 calendar days of Contractor defaulting on the payment (default is defined as non-payment within 30 calendar days of billing by the CCP to the Contractor). Failure of the Contractor to reimburse the CCP may result in a reduction or suspension of the Contractors bidding qualifications according to Article 1102.03 of the Standard Specifications.

D. Documentation and Reimbursement to the Contractor.

Contractor shall initially pay CCP for all flagging costs in conjunction with railroad flaggers when any of the conditions identified in Article DS-15074.05, warrant a flagger. Contracting Authority will reimburse the Contractor for any daily cost that exceeds \$1,000.00 per day for the cost of flagger services provided by the CCP. Contracting Authority will reimburse Contractor 100% of the total cost of flagger services, as deemed necessary by CCP, that does not meet any of the conditions identified in Article DS-15074.05, unless flagger's presence on the project was a result of the Contractor's communication, or lack of communication, with the CCP. Contracting Authority will reimburse Contractor following completion of all work necessitating flagging operations by CCP and receipt of documentation verifying the CCP 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. Contractor shall submit the daily records to the Engineer each week. Engineer will review the daily logs and promptly notify Contractor if any information in the daily log is believed to be incorrect.

Contractor shall forward copies of the invoices received from the CCP for flaggers and a summary of the flagging costs incurred that exceed the Contractors' requirements described in Article DS-15074.05, to the Engineer with a request for payment for the additional railroad flagger costs. Engineer will review the Contractor's daily logs against the CCP's invoice and make payment for the eligible costs in accordance with Article 1109.03, of the Standard Specifications.

Contractor shall be responsible to CCP 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 CCP for flagging costs.

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.

15074.22 TEMPORARY CROSSINGS.

At other than established public road crossings, Contractor shall not move any equipment or materials across the CCP's tracks until written permission has been obtained from the CCP.

If Contractor requires a temporary railroad crossing the Contractor shall arrange for the crossing installation at a location acceptable to the Contractor and CCP at the Contractor's expense to include all CCP costs of installation, maintenance, removal, and track restoration. Temporary crossing shall be gated and locked at all times when not required for use by Contractor. Flagging will always be required during use of a temporary crossing. The billing, Contractor payment provisions, and final Contractor payment requirements for crossing costs except flagging are to be covered as agreed to in a separate private construction crossing agreement between the Contractor and CCP. Prior notice of need for a temporary crossing is required to allow for CCP site review, cost estimating, securing material, and work crew scheduling and will vary. Contractor should contact the CCP prior to making a bid when a temporary crossing is required.

15074.23 LIMITATION OF RIGHTS GRANTED.

The Contract, any Temporary Easement, and Permanent Easement are all subject to the prior and continuing right and obligation of the CCP to use and maintain its property, not inconsistent with highway purposes, including the right and power of the CCP to construct, maintain, repair, renew, use, operate, change, modify, or relocate CCP tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, or across any or all parts of its property, all or any of which may be freely done at any time or times by the CCP, not inconsistent with highway purposes and at CCP's sole cost and expense.

The Contract, Temporary Construction Easement, and Permanent Easement, whether recorded or unrecorded, are subject to all outstanding rights (including those in favor of licensees and lessees of the CCP's property, and others) and the right of the CCP to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

15074.24 MECHANIC'S LIENS.

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 the CCP for any work performed. Contractor shall indemnify and hold harmless the CCP 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. It is understood that this specification may be recorded in the county in which the work is to be performed and such recording shall serve as public notice that no Contractor, subcontractor, or material supplier shall file any notice of a mechanic's or material supplier's lien or permit or suffer any mechanic's lien or material supplier's lien on the property of the CCP to the extent permitted by law.

15074.25 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Chicago, Central, & Pacific Railroad / Cedar River Railroad 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 DS-15074.06.

Attachments to this specification:

- DS-15074, Attachment A: Right of Entry Agreement
- DS-15074, Attachment B: Requirements Regarding Flagging and Cable Location for Construction on CN

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made between _____ (hereafter Contractor) and Chicago Central & Pacific Railroad Company/Cedar River Railroad Company (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: _____, as further identified in the attached project documents.

DOT/FRA Crossing Number at or closest to project: _____ (6 numbers & 1 letter).

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 Iowa Department of Transportation Developmental Specifications (DS-15074) for Construction or Maintenance Work on Railroad Right-of-Way, 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, "CCP" includes other railroad companies using the CCP's property at or near the location of the Contractor's work and CCP'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 CCP'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 CCP, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the CCP 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 CCP, or except to the extent caused by the gross negligence or willful misconduct of the CCP;

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 individuals:

Nicholas Burwell
 Public Works Manager
 1006 E. 4th Street
 Waterloo, IA 50703

Email: nicholas.burwell@cn.ca
 Telephone Number: 319.236.9205
 319.236.9207 facsimile

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

**REQUIREMENTS REGARDING FLAGGING PROTECTION AND CABLE LOCATION FOR
CONSTRUCTION PROJECTS ON OR IN THE VICINITY OF CN PROPERTY**

(Hereinafter called "Railroad")

(Revised: Effective August 1, 2011 December 4th, 2018)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over, or on, or near RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Flat Rock, Michigan, Phone (734) 783-4533; and if, Homewood, IL. If in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near any work is performed (i) under or across any Railroad track, regardless of whether said work involves a physical presence on the surface of the Railroad property; (ii) on the surface of the RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track; or (iii) on, near, or over Railroad property if the work may potentially encroach (intentionally or unintentionally) within twenty-five (25) feet from the centerline of any railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to swing, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. The Additionally, RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track not meeting the above criteria when there are other conditions, or considerations that would dictate indicate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel any person.

Cable Location

A cable locate location of RAILROAD owned facilities may be required prior to the start of any work based on the RAILROAD's review of the proposed project. The purpose of cable location is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

The Cost for a cable locate location is \$350.00, which is to be prepaid before installation is to begin and must be prepaid by check before RAILROAD will undertake the cable locate work.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned is strictly prohibited. Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services and Cable Location" form to be completed and submitted; including check for prepayment based on the number of days and hours flagman flagging protection will be required and also prepayment for cable location as necessary. Separate checks must be issued for flagging protection and cable location. You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License, or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Request for Flagging Services and Cable Location U.S.

Requests and inquiries must be directed to:
Flagging-US
17641 South Ashland Ave.
Homewood, IL 60430
Flagging_US@CN.CA

Is this a continuation of an existing project? Yes No

If YES, please provide your Service Order # _____

All blanks below must be completely filled in before any flagman request will be honored.

Work Authorization:

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

Does your Right of Entry/License/Permit require a Railroad Cable Locate? Yes No

You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Project Information:

Please submit a detailed map of the location where protection is being requested.

Street Location/Intersection _____ City/State _____

Railroad Milepost _____ Railroad Subdivision _____

Description of work being performed: _____

Location for flagman to report: _____

Name of Site Contact: _____ Site Contact Phone: (____) _____ - _____ Alt: (____) _____ - _____

Requested Dates/Times:

Dates requested are subject to flagman availability. Minimum 5 business days advance notice required.

Requested Dates for Flagging Protection: _____, _____, _____, _____, _____, _____, _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____

*Flagmen start and end time may vary based on type of protection required.

Billing Information:

All blanks spaces must be filled out

Company Name: _____ Requestor Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____

CN required online training must be completed before Flagman Protection will be scheduled.

Prepayment must be received before Flagging Protection will be scheduled. There is an 8 hour minimum per day. The base rate per day for Flagman Protection is \$1,300.00 for 10 hours; this includes 2 overtime hours for flagman to set up/take down protection if needed. Additional overtime hours must be prepaid at the rate of \$150.00 per hour. Weekends and Holidays must be prepaid at the overtime rate with a \$1,500.00 / 10 hour minimum. Any prepayment for additional days or overtime not used can be refunded.

Railroad Cable Location must be prepaid, the cost is \$350.00 per locate.

Separate Checks must be issued for Flagging Protection and Cable Location. Checks should be made payable to the railroad subsidiary listed on your Right of Entry/Permit/License or, Formal Agreement.

If additional days of protection are required they must be prepaid in advance. Rates Effective January 1st 2017.

**THIS COMPLETED FORM MUST BE SENT WITH A MAP, PREPAYMENT CHECK(S), AND PROOF OF INSURANCE TO:
US-FLAGGING / 17641 SOUTH ASHLAND AVE. HOMEWOOD, IL 60430**

I agree to pay for flagging services as requested: _____
(SIGN AND PRINT NAME)



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

**Dubuque County
BRFN-020-9(233)--39-31
BRFN-020-9(241)--39-31**

**Effective Date
December 17, 2019**

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.

1.01 General

1.01.01 Contractor shall cooperate with the BNSF Railway Company, hereinafter referred to as "Railroad" where work is over, under, on, or adjacent to Railroad property, and/or right-of-way, hereafter referred to as Railroad property, during the work which shall not interfere with the movement of trains on Railroad property.

1.01.02 Contractor's right to enter Railroad's property is subject to the absolute right of the Railroad to cause the Contractor's work on Railroad's property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's property, employees, and/or operations.

1.01.03 Contractor shall notify the Engineer and also the Railroad's Manager Public Projects, Calvin Nutt, BNSF Railway Company, 80-44th Avenue NE, Minneapolis, MN 55421, telephone number: 763.782.3495; 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.

1.01.04 Falsework above tracks or excavations located, whichever is greater, within 25 feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1.5 horizontal to 1 vertical slope beginning 11 feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor shall furnish the Railroad five sets of working drawings showing details of construction affecting railroad tracks and property. Working drawings shall include the proposed method of installation and removal of falsework, shoring, or cribbing, not included in the contract plans and two sets of structural calculations of any, falsework, shoring, or cribbing. All calculations shall take into consideration railroad surcharge loading and shall be designed to meet American Railway Engineering and Maintenance-of-Way Association Coopers E-80 live loading standard. All drawings and calculations shall be stamped by a registered Professional Engineer licensed in the state of Iowa. Contractor shall not begin work until notified by the Railroad that plans have been

approved. Contractor shall use lifting devices such as, cranes and/or winches to place or to remove falsework over Railroad's tracks. The Contractor will not be relieved of responsibility for results obtained by the implementation of said approved plans.

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 The Contractor shall abide by the following clearances during the course of 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 Any 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 The details of construction affecting the 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

Railroad shall have the right to provide, at the expense of the Contractor, a flagman or flagmen or other protective services at any time during construction of that portion of the project on or near Railroad right-of-way when, in the opinion of the Railroad, it is necessary as a matter of protection and safety to track and train operations.

1.03.01 Contractor shall give a minimum of 30 working days notice to the Railroad's Roadmaster, Jerrod Chapple (telephone number: 402.422.5249), in advance of when flagging services will be required.

1.03.02 Railroad flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under, or within 25 feet measured horizontally from center line of the nearest track, and when cranes or similar equipment are positioned outside of 25 feet measured horizontally from the track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto, for the following conditions:

1.03.02a When in the opinion of the Railroad's Representative it is necessary to safeguard Railroad's employees, trains, engines, facilities, and property.

1.03.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to movement or settlement.

1.03.02c When work, in any way interferes with the safe operation of trains at timetable speeds.

1.03.02d When any hazard is presented to Railroad track, communications, signal, electrical, or other facilities either due to persons, material, equipment, or blasting in the vicinity.

1.03.02e Special permission shall be requested from the Railroad before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

1.03.03 Flagging services will be performed by qualified railroad flaggers. The cost per day for one flagger is approximately \$800.00, which includes vacation allowance, paid holidays, Railroad and Unemployment Insurance, Public Liability and Property Damage Insurance, Health and Welfare Benefits, transportation, meals, lodging, and supervision, for an eight-hour basic day, with time and one-half or double time for overtime, rest days, and holidays. These rates are subject to increases which may result from Railroad Employees-Railroad Management negotiations or which may be authorized by Federal authorities. The Contractor will be billed on actual costs in effect at the time the work is performed.

1.03.03a Flagging crew generally consists of one employee. Additional personnel may be required to protect Railroad operations and property, if deemed necessary by the Railroad's Representative.

1.03.03b Each time a flagger is called the minimum period for billing will be the eight-hour basic day.

1.03.03c Cost of flagger services provided by the Railroad, as deemed necessary by the Railroad's representative, shall be borne by the Contractor.

1.03.03c1 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.

1.03.03c2 Documentation and Reimbursement to the Contractor.

Contractor shall initially pay invoices for all flagging costs in conjunction with railroad flaggers when any of the conditions identified in this Special Provision, warrant a flagger. The Contracting Authority will reimburse the Contractor for any daily cost that exceeds \$800 per day for the cost of flagger services provided by the Railroad. 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 this Special Provision, 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 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 this Special Provision, 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 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 Railroad for flagging costs.

1.03.03d Final payment to the Contractor will not be made by the Engineer until all flagging or other protective services and/or temporary grade crossing expenses have been billed and paid to the Railroad. Contractor shall provide to the Engineer monthly copies of invoices and evidence of payment to the Railroad.

1.03.04 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 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.

1.04 Contractor General Safety Requirements

1.04.01 Safety is of the utmost importance in performing work on the Railroad's property. The Railroad does not assume the control or responsibility of the Contractor to provide safe working conditions for the Contractor or subcontractors in requiring the Contractor to follow the Railroad's General Safety Requirements.

1.04.02 Work in the proximity of a railroad track is potentially dangerous. The Contractor, subcontractors, and invitees are governed by the following Safety Rules and General Safety Requirements while on Railroad property. The Contractor is responsible for enforcement of these Safety Rules and Requirements. The Railroad has the right to bar the Contractor, subcontractors, and invitees from working on Railroad property if the Railroad deems such persons are acting in an unsafe manner. If at any time the Engineer or Railroad are of the opinion that work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Engineer may suspend work until proper protective measures are adopted and provided.

1.04.03 Before beginning any task on Railroad property, a complete job safety briefing shall be conducted with all individuals involved with the task, and again if the task changes. If the task is within 25 feet of any track, the job briefing shall include the Railroad's flagger and include the procedures the Contractor will use to protect its employees, subcontractors, agents, or invitees from moving any equipment adjacent to or across any railroad tracks.

1.04.04 Contractor shall ensure that prior to any employee entering Railroad property they have completed the safety orientation found on the following website: www.contractororientation.com. This course shall be completed annually for contracts exceeding one year.

1.04.04a Employees of the Contractor, subcontractors, agents, and invitees shall receive Safety Orientation from the Contractor's Safety Officer or a qualified Railroad representative prior to the start of any work. The Contractor's Safety Officer shall review the safety guidelines contained below to familiarize their employees with safety issues that exist when working in a railroad environment. This should be reviewed at least weekly, and with any new employee working on Railroad property. It is the responsibility of the Contractor's Supervisor and/or Safety Officer to instruct their employees on the Railroad's Safety guidelines and to require compliance with these guidelines.

1.04.05 Safety rules cannot be all-inclusive. Workers shall refrain from unsafe and improper practices, including the violation and/or disregard of written rules and regulations, and rules of common sense.

1.04.05a The use of alcoholic beverages, intoxicants, narcotics, marijuana, and other controlled substances by employees subject to duty or their possession or use while on duty or on Railroad's property is prohibited. Workers shall not report for duty under the influence of any alcoholic beverage, intoxicant, narcotic, marijuana, or other controlled substance, or medication, including those prescribed by a doctor, that may in any way adversely affect their alertness, coordination, reaction, response, or safety.

1.04.05b Damage to Railroad property, or if a hazard is noticed on passing trains, shall be reported immediately to the Railroad's representative. A vehicle or machine which may come in contact with a track, signal equipment, or structure (bridge) could result in a train derailment and shall be reported by the quickest means possible to the Railroad representative and to the

Railroad's Network Operations Center at (telephone number: 800.832.5452). Local emergency numbers shall be obtained from the Railroad representative prior to the start of any work and shall be posted at the job site.

1.04.05c All persons are prohibited from having firearms or other deadly weapons, including knives with a blade in excess of three inches, in their possession while working on Railroad's property, except those authorized to have them in the performance of their duties or those given special permission.

1.04.05d When working on Railroad's property, the Contractor's employees shall wear eye protection meeting ANSI 287.1, however additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site; protective headgear meeting ANSI 289.1; and above-the-ankle, lace-up, hardened toe safety boots with a defined heel, all approved by OSHA. Only waist length shirts with sleeves and trousers covering the entire leg shall be worn. Flare-legged trouser bottoms shall be tied to prevent catching.

High visibility retroreflective orange vests are required in certain locations as specified by the Railroad's representative. Particular attention to footing and the use of proper footwear is essential when working in snow or other slippery conditions. Hearing protection, fall protection, and respirators shall be worn as required by State and Federal regulations.

1.04.05e Workers shall not work nearer than 25 feet to the centerline of any track without proper flag/work protection provided by the Railroad, unless the track is protected by track bulletin and work has been authorized by the Railroad. If flag/work protection is provided, every employee shall know: (1) who the Railroad flagger is, and how to contact the flagger, (2) limits of the flag/work protection, (3) the method of communication to stop and resume work, and (4) entry into flag/work limits when designated. Workers or equipment entering flag/work limits that were not previously job briefed shall notify the flagger immediately, and be given a job briefing if working at less than 25 feet from center line of track.

1.04.05f Contractor shall not pile or store any materials, or equipment closer than 25 feet to the centerline of the nearest Railroad track.

1.04.05g Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and if equipped with blade, pan, or bucket, they shall be lowered to the ground. All machinery and equipment left unattended on Railroad right-of-way shall be left inoperable and secured against movement. Heavy equipment operating within Railroad right-of-way shall be equipped with audible back-up warning devices. If in the opinion of the Railroad the Contractor's equipment is unsafe for use on Railroad right-of-way, Contractor shall remove such equipment from Railroad right-of-way.

1.04.05h Machinery or equipment shall not be stored or left temporarily near a highway/rail at-grade crossing in a manner to interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor shall establish a storage area with concurrence of the Railroad's representative.

1.04.05i Contaminates shall not be discharged on Railroad property. Should any discharge occur, the Contractor shall report by the quickest means possible to the Railroad's representative. (This includes oils, diesel fuel, gasoline, etc.).

1.04.05j Workers shall not create and leave any conditions at the work site that would interfere with water drainage.

1.04.05k Safeguards and safety signs shall be kept in place and in good condition. It is the responsibility of the Contractor to provide same.

1.04.05l Before excavating, it shall be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems that either cross or run parallel with the track which are located within the project's work area. Excavating on right-of-way could result in damage to buried cables resulting in delay to railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. Before any excavation commences, the Contractor shall provide written notification to the Railroad's Signal Supervisor and Roadmaster at least 10 working days. Underground and overhead wires shall be considered high voltage and dangerous until verified with the company having ownership of the line. The Contractor shall notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

1.04.05m Contractor shall cease work and the Railroad shall be notified immediately before continuing excavation in the area if obstructions are encountered that do not appear on drawings. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. There will be no exceptions to these instructions.

1.04.05n Excavations, regardless of depth shall be shored where there is any danger to tracks, structures, or employees.

1.04.05o Excavations, holes, or trenches on the Railroad's property shall be covered, guarded, and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that railroad employees who might be working in the area are protected from all hazards. All excavations shall be back filled as soon as possible.

1.04.05p All power line wires shall be considered dangerous and of high voltage unless informed to the contrary by proper authority. For lines rated 50 kV or below, minimum clearance between the lines and any part of the equipment or load shall be 10 feet. For lines rated over 50 kV, minimum clearance between the line and any part of equipment or load shall be 10 feet plus 0.4 inches for each 1 kV over 50 kV. If the capacity of the line is not known, minimum clearance of 20 feet shall be maintained. The Contractor shall designate a person to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.04.05q When Contractor employees are required to work on the Railroad property after normal working hours or on weekends, the Railroad's representative shall be notified. A minimum of two employees shall be present at all times.

1.04.05r In all cases of doubt or uncertainty, the safest course shall be taken.

1.05 Personal Injury Reporting

1.05.01 Railroad is required to report certain injuries as a part of compliance with Federal reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor, or invitees while on the Railroad's property shall be reported immediately (by phone, mail if unable to contact in person) to the Railroad's representative. The Injury Report Form contained herein shall be completed and sent by Fax to the Railroad (fax number: 817.352.7595), no later than the close of shift on the date of the injury.

1.06 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)

1.06.01 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.

1.06.02 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.

1.06.03 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.

1.07 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.

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

1.07.01a 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.

1.07.01b 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.

1.07.01c 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

1.07.01d 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.

1.07.01e Umbrella or Excess Insurance

If the Contractor utilizes umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.

1.07.01f 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 "Burlington Northern Santa Fe Corporation", "BNSF Railway" and the subsidiaries, successors, assigns, and affiliates of each.

1.07.02 Insurance policy(ies) and a copy of the Certificate of Liability shall be sent to BNSF Risk Management, BNSF Railway Company, 2500 Lou Menk Drive, Building AOB-1, Ft. Worth, Texas 76131. Copy(ies) shall also be sent to the Iowa DOT, Office of Accounting, 800 Lincoln Way, Ames, IA 50010.

1.08 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. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1.08.01 Conditional Work Window

A period of time that Railroad operations have priority over construction activities. When construction activities may occur on or adjacent to railroad tracks within 25 feet of the nearest track, a Railroad flagger will be required. At the direction of the Railroad flagger, upon approach of a train, and when trains are present, tracks shall be cleared (i.e., no construction equipment, materials, or personnel within 25 feet, or as directed by the Railroad, from the tracks). Conditional Work Windows are available for the contract.

1.08.02 Absolute Work Window

A period of time that construction activities are given priority over Railroad operations. During this time frame the designated tracks will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the tracks or signals shall be completely operational for train operations and all Railroad and Federal Railroad Administration requirements, codes, and regulations for operational tracks shall be met. In the situation where the operating tracks or signals have been affected, the Railroad will perform inspections of the work prior to placing back into service. Railroad flaggers will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for Railroad review.

1.08.03 Requests

Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least two weeks in advance of the work for which the request is being made. The request shall include:

- Exactly what the work entails.
- Days and hours the work will be performed.
- Exact location of work, and proximity to the tracks.
- Type of window requested and amount of time requested.
- The Contractor's designated contact person.

Contractor shall provide written notice to the Railroad at least 48 hours before commencing work in connection with approved work windows when work will be performed within 25 feet of any track center line.

1.09 Method of Measurement and Basis of Payment

Railroad Protective Liability Insurance for BNSF 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-150604 (1.07).

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____.
- County: _____ 3. Temperature: _____ 4. Weather: _____.
(if non-BNSF location)
5. Social Security #: _____.
6. Name (last, first, mi): _____.
7. Address: Street: _____ City: _____ St: _____ Zip: _____.
8. Date of Birth: _____ and/or Age: _____ Gender: _____.
(if available)
9. (a) Injury: _____ (b) Body Part: _____.
(i.e. (a) Laceration (b) Hand)
10. Description of accident (To include location, action, result, etc.):
11. Treatment:
 - First Aid Only
 - Required Medical Treatment
 - Other Medical Treatment
12. Dr. Name: _____ 13. Date: _____.
14. Dr. Address:
 - Street: _____ City: _____ St: _____ Zip: _____.
15. Hospital Name:
16. Hospital Address:
 - Street: _____ City: _____ St: _____ Zip: _____.
17. Diagnosis:

ILLINOIS PREDETERMINED WAGE RATES FOR PROJECTS LET BY THE IOWA DEPARTMENT OF TRANSPORTATION
AND JOINTLY FUNDED WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

Prevailing Wage rates for Henderson County effective Oct. 3, 2019

Trade Title	Rg	Type	C	Base	Frmn	OT	OS	OS	OH	H/W	Pens	Vac	Trn	Othr
						M-F	A	U						
ASBESTOS ABT-GEN		BLD		30.67	31.67	1.5	1.5	2.0	2.0	9.12	15.26	0.00	0.80	
ASBESTOS ABT-GEN		HWY		30.49	31.24	1.5	1.5	2.0	2.0	9.12	14.91	0.00	0.80	
ASBESTOS ABT-MEC		BLD		25.25	26.25	1.5	1.5	2.0	2.0	8.00	6.25	2.00	0.55	
BOILERMAKER		BLD		40.50	43.50	2.0	2.0	2.0	2.0	7.07	19.17	1.50	1.19	0.40
BRICK MASON		BLD		35.01	36.51	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.84	
CARPENTER		BLD		29.75	31.24	1.5	1.5	2.0	2.0	9.76	13.31	0.00	0.70	
CARPENTER		HWY		32.50	34.25	1.5	1.5	2.0	2.0	11.56	16.66	0.00	0.73	
CEMENT MASON		BLD		29.00	30.50	1.5	1.5	2.0	2.0	9.10	12.98	0.00	0.57	
CEMENT MASON		HWY		29.00	30.25	1.5	1.5	2.0	2.0	9.10	13.26	0.00	0.65	
CEMENT MASON	N	HWY		30.00	31.50	1.5	1.5	2.0	2.0	9.35	13.01	0.00	0.58	
CERAMIC TILE FNSHER		BLD		32.63	32.63	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.82	
ELECTRIC PWR EQMT OP		ALL		46.47	55.07	1.5	1.5	2.0	2.0	7.39	13.01	0.00	0.69	
ELECTRIC PWR GRNDMAN		ALL		31.69	55.07	1.5	1.5	2.0	2.0	6.95	8.87	0.00	0.48	
ELECTRIC PWR LINEMAN		ALL		51.67	55.07	1.5	1.5	2.0	1.5	7.55	14.47	0.00	0.78	
ELECTRIC PWR TRK DRV		ALL		33.25	55.07	1.5	1.5	2.0	2.0	7.00	9.31	0.00	0.50	
ELECTRICIAN		BLD		33.05	35.55	1.5	1.5	2.0	2.0	7.45	12.06	0.00	0.80	
ELECTRONIC SYS TECH		BLD		29.90	31.90	1.5	1.5	2.0	2.0	7.45	12.55	0.00	0.40	
ELEVATOR CONSTRUCTOR		BLD		46.21	51.99	2.0	2.0	2.0	2.0	15.57	17.51	3.70	0.62	
GLAZIER		BLD		26.57	28.70	1.5	1.5	2.0	2.0	6.94	10.37	0.00	0.55	
HEAT/FROST INSULATOR		BLD		29.91	31.11	1.5	1.5	2.0	2.0	7.40	13.15	0.00	1.10	
IRON WORKER		ALL		26.60	28.85	1.5	1.5	2.0	2.0	8.71	14.61	0.00	0.68	
LABORER		BLD		29.67	30.67	1.5	1.5	2.0	2.0	9.12	15.26	0.00	0.80	
LABORER		HWY		28.16	28.91	1.5	1.5	2.0	2.0	8.52	13.73	0.00	0.80	
LABORER, SKILLED		BLD		29.67	30.67	1.5	1.5	2.0	2.0	9.12	15.26	0.00	0.80	
LABORER, SKILLED		HWY		29.49	30.24	1.5	1.5	2.0	2.0	9.12	14.91	0.00	0.80	
LATHER		BLD		29.75	31.24	1.5	1.5	2.0	2.0	9.76	13.31	0.00	0.70	
MACHINIST		BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER		BLD		32.63	32.63	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.82	
MARBLE MASON		BLD		35.37	36.62	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.84	
MILLWRIGHT		BLD		30.18	31.99	1.5	1.5	2.0	2.0	10.00	15.15	0.00	0.75	0.20
MILLWRIGHT		HWY		29.31	31.07	1.5	1.5	2.0	2.0	9.91	14.65	0.00	0.70	
OPERATING ENGINEER		BLD	1	40.74	43.74	1.5	1.5	2.0	2.0	10.25	20.65	0.00	3.60	
OPERATING ENGINEER		BLD	2	37.71	43.74	1.5	1.5	2.0	2.0	10.25	20.65	0.00	3.60	

OPERATING ENGINEER	BLD	3	32.70	43.74	1.5	1.5	2.0	2.0	10.25	20.65	0.00	3.60
OPERATING ENGINEER	HWY	1	40.75	43.75	1.5	1.5	2.0	2.0	10.25	20.65	0.00	3.60
OPERATING ENGINEER	HWY	2	37.72	43.75	1.5	1.5	2.0	2.0	10.25	20.65	0.00	3.60
OPERATING ENGINEER	HWY	3	32.71	43.75	1.5	1.5	2.0	2.0	10.25	20.65	0.00	3.60
PAINTER	ALL		28.94	30.19	1.5	1.5	2.0	2.0	6.20	9.33	0.00	0.30
PAINTER OVER 30FT	ALL		30.42	32.75	1.5	1.5	1.5	1.5	5.60	7.15	0.00	0.52
PAINTER PWR EQMT	ALL		28.92	31.25	1.5	1.5	1.5	1.5	5.60	7.15	0.00	0.52
PILEDRIVER	BLD		28.70	30.14	1.5	1.5	2.0	2.0	9.36	11.76	0.00	0.60
PILEDRIVER	HWY		33.50	35.25	1.5	1.5	2.0	2.0	11.56	16.66	0.00	0.73
PIPEFITTER	ALL		39.85	43.84	1.5	1.5	2.0	2.0	7.25	14.60	0.00	1.39
PLASTERER	BLD		31.11	33.11	1.5	1.5	2.0	2.0	8.75	9.45	0.00	0.90
PLUMBER	ALL		39.85	43.84	1.5	1.5	2.0	2.0	7.25	14.60	0.00	1.39
ROOFER	BLD		29.84	32.84	1.5	1.5	2.0	2.0	9.69	8.12	0.00	0.91
SHEETMETAL WORKER	BLD		30.38	32.48	1.5	1.5	2.0	2.0	7.14	12.21	0.00	0.73
SPRINKLER FITTER	BLD		44.26	47.01	1.5	1.5	2.0	2.0	10.02	12.39	0.00	0.52
STONE MASON	BLD		35.01	36.51	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.84
TERRAZZO FINISHER	BLD		32.63	32.63	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.82
TERRAZZO MASON	BLD		35.37	36.62	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.84
TILE LAYER	BLD		28.70	30.14	1.5	1.5	2.0	2.0	9.36	11.76	0.00	0.60
TILE MASON	BLD		35.37	36.62	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.84
TRUCK DRIVER	ALL	1	38.06	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	ALL	2	38.61	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	ALL	3	38.87	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	ALL	4	39.23	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	ALL	5	40.27	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	O&C	1	30.45	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	O&C	2	30.89	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	O&C	3	31.10	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	O&C	4	31.38	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	O&C	5	32.22	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TUCK POINTER	BLD		35.01	36.51	1.5	1.5	2.0	2.0	10.60	11.70	0.00	0.84

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

Frmn Foreman Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSU Overtime pay required for every hour worked on Sundays

OH Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Pens Pension

Vac Vacation

Trn Training

Othr Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations HENDERSON COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes,

caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes- Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean;

Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Prevailing Wage rates for Jo Daviess County effective Oct. 3, 2019

Trade Title	Rg	Type	C	Base	Frmn	OT M-F	OS A	OS U	OH	H/W	Pens	Vac	Trn	Othr
ASBESTOS ABT-GEN		BLD		42.11	43.11	1.5	1.5	2.0	2.0	9.12	20.25	0.00	0.80	
ASBESTOS ABT-MEC		BLD		25.25	26.25	1.5	1.5	2.0	2.0	8.00	6.25	2.00	0.55	
BOILERMAKER		BLD		40.00	43.00	2.0	2.0	2.0	2.0	7.07	18.19	0.00	0.40	
BRICK MASON		BLD		42.30	45.05	1.5	1.5	2.0	2.0	11.88	14.40	0.00	0.95	
CARPENTER		BLD		36.37	40.37	1.5	1.5	2.0	2.0	11.70	18.05	0.00	0.73	
CARPENTER		HWY		42.70	44.45	1.5	1.5	2.0	2.0	11.70	18.05	0.00	0.73	
CEMENT MASON		ALL		35.55	38.30	1.5	1.5	2.0	2.0	10.85	20.81	0.00	0.50	
CERAMIC TILE FNSHER		BLD		35.69	35.69	1.5	1.5	2.0	2.0	10.60	8.24	0.00	0.81	
COMM TECH		BLD		41.00	45.10	1.5	1.5	2.0	2.0	13.74	15.02	0.00	0.82	
ELECTRIC PWR EQMT OP		ALL		43.71	59.52	1.5	1.5	2.0	2.0	6.00	13.55	0.00	0.77	1.31
ELECTRIC PWR EQMT OP		HWY		41.45	56.38	1.5	1.5	2.0	2.0	5.50	12.87	0.00	0.73	
ELECTRIC PWR GRNDMAN		ALL		33.69	59.52	1.5	1.5	2.0	2.0	6.00	10.44	0.00	0.59	1.01
ELECTRIC PWR GRNDMAN		HWY		32.00	56.38	1.5	1.5	2.0	2.0	5.50	9.92	0.00	0.66	
ELECTRIC PWR LINEMAN		ALL		52.44	59.52	1.5	1.5	2.0	2.0	6.00	16.27	0.00	0.93	1.58
ELECTRIC PWR LINEMAN		HWY		49.67	56.38	1.5	1.5	2.0	2.0	5.50	15.40	0.00	0.88	
ELECRIC PWR TRK DRV		ALL		34.90	59.52	1.5	1.5	2.0	2.0	6.00	10.83	0.00	0.62	1.05
ELECRIC PWR TRK DRV		HWY		33.14	56.38	1.5	1.5	2.0	2.0	5.50	10.29	0.00	0.59	
ELECTRICIAN	E	BLD		47.89	52.68	1.5	1.5	2.0	2.0	13.74	20.44	0.00	0.96	
ELECTRICIAN	W	BLD		30.32	32.44	1.5	1.5	2.0	2.0	9.48	7.91	0.00	0.31	
ELEVATOR CONSTRUCTOR		BLD		52.09	58.60	2.0	2.0	2.0	2.0	15.57	9.96	4.17	0.62	
GLAZIER		BLD		26.57	28.70	1.5	1.5	2.0	2.0	6.94	10.37	0.00	0.55	
HEAT/FROST INSULATOR		BLD		29.91	31.11	1.5	1.5	2.0	2.0	7.40	13.15	0.00	1.10	
IRON WORKER	E	ALL		39.39	45.30	2.0	2.0	2.0	2.0	12.27	25.42	0.00	1.20	
IRON WORKER	W	ALL		31.75	34.29	1.5	1.5	2.0	2.0	11.06	13.74	0.00	0.72	
LABORER		BLD		33.81	34.81	1.5	1.5	2.0	2.0	9.12	20.25	0.00	0.80	
LABORER		HWY		39.16	39.91	1.5	1.5	2.0	2.0	9.12	20.25	0.00	0.80	
LABORER, SKILLED		HWY		42.11	42.86	1.5	1.5	2.0	2.0	9.12	20.25	0.00	0.80	
LATHER		BLD		36.37	40.37	1.5	1.5	2.0	2.0	11.70	18.05	0.00	0.73	
MACHINIST		BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER		BLD		35.69	35.69	1.5	1.5	2.0	2.0	10.60	8.24	0.00	0.81	
MARBLE MASON		BLD		38.52	41.02	1.5	1.5	2.0	2.0	10.60	10.40	0.00	0.86	
MILLWRIGHT		BLD		41.42	45.56	1.5	1.5	2.0	2.0	10.60	16.45	0.00	0.75	0.20
OPERATING ENGINEER		BLD	1	46.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	

OPERATING ENGINEER	BLD	2	46.10	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	BLD	3	43.65	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	BLD	4	41.65	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	BLD	5	50.55	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	BLD	6	49.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	BLD	7	46.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	HWY	1	46.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	HWY	2	46.10	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	HWY	3	44.80	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	HWY	4	43.35	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	HWY	5	41.90	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	HWY	6	49.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	HWY	7	47.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
PAINTER	ALL		40.65	42.65	1.5	1.5	1.5	2.0	12.43	9.88	0.00	1.35	
PILEDRIVER	BLD		36.54	40.56	1.5	1.5	2.0	2.0	11.50	17.05	0.00	0.73	
PILEDRIVER	HWY		43.70	45.45	1.5	1.5	2.0	2.0	11.70	18.05	0.00	0.73	
PIPEFITTER	BLD		50.00	53.50	1.5	1.5	2.0	2.0	9.25	12.40	0.00	1.95	
PLASTERER	BLD		35.83	39.42	1.5	1.5	2.0	2.0	11.55	18.14	0.00	0.50	
PLUMBER	BLD		50.00	53.50	1.5	1.5	2.0	2.0	9.25	12.40	0.00	1.95	
ROOFER	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.38	12.74	0.00	0.58	
SHEETMETAL WORKER	BLD		42.89	46.32	1.5	1.5	2.0	2.0	8.38	20.28	0.00	0.50	
SPRINKLER FITTER	BLD		44.26	47.01	1.5	1.5	2.0	2.0	10.02	12.39	0.00	0.52	
STONE MASON	BLD		42.30	45.05	1.5	1.5	2.0	2.0	11.88	14.40	0.00	0.95	
TERRAZZO FINISHER	BLD		35.69	35.69	1.5	1.5	2.0	2.0	10.60	8.24	0.00	0.81	
TERRAZZO MASON	BLD		38.52	41.02	1.5	1.5	2.0	2.0	10.60	10.40	0.00	0.86	
TILE LAYER	BLD		38.00	40.50	1.5	1.5	2.0	2.0	10.35	9.14	0.00	0.84	
TILE MASON	BLD		38.52	41.02	1.5	1.5	2.0	2.0	10.60	10.40	0.00	0.86	
TRUCK DRIVER	O&C	1	30.45	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25	
TRUCK DRIVER	O&C	2	30.89	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25	
TRUCK DRIVER	O&C	3	31.10	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25	
TRUCK DRIVER	O&C	4	31.38	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25	
TRUCK DRIVER	O&C	5	32.22	33.74	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25	
TRUCK DRIVER	E	ALL	1	32.96	33.42	1.5	1.5	2.0	2.0	6.90	8.22	0.00	0.00
TRUCK DRIVER	E	ALL	2	33.11	33.42	1.5	1.5	2.0	2.0	6.90	8.22	0.00	0.00
TRUCK DRIVER	E	ALL	3	33.31	33.42	1.5	1.5	2.0	2.0	6.90	8.22	0.00	0.00

TRUCK DRIVER	E	ALL	4	33.42	33.42	1.5	1.5	2.0	2.0	6.90	8.22	0.00	0.00
TRUCK DRIVER	W	ALL	1	38.06	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	W	ALL	2	38.61	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	W	ALL	3	38.87	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	W	ALL	4	39.23	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TRUCK DRIVER	W	ALL	5	40.27	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25
TUCKPOINTER		BLD		42.30	45.05	1.5	1.5	2.0	2.0	11.88	14.40	0.00	0.95

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

Frmn Foreman Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSU Overtime pay required for every hour worked on Sundays

OH Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Pens Pension

Vac Vacation

Trn Training

Othr Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations JO DAVIESS COUNTY

ELECTRICIANS (EAST) - Townships of Warren, Rush, Nora, Stockton, Wards Grove, Pleasant Valley and Berrenman.

IRONWORKERS (EAST) - That part of the county East of aNorth-South line from the North county line through Elizabeth, and East of a diagonal line from Elizabeth through Derinda Center to the South county line.

TRUCK DRIVERS (WEST) - That part of the county West of Rt. 78 including Stockton.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill

(self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - WEST

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-

man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".