

**RR COORDINATION AND PERMISSIONS****1.1 Description**

This work shall consist of coordinating with the appropriate railroad company to obtain right of entry and all other permits to perform signal work within and adjacent to the railroad right of way. This includes provisions for paying for flagging and engineering.

**1.2 Materials**

n/a

**1.3 Construction****1.3.1 General**

- The requirements detailed in this specification cover any other pay item not listed in Payment but pertaining to Railroads at Traffic Signals.
- Contractor shall perform all work upon or adjacent to RR'S property in accordance with these Special Provisions.
- Contractor to copy SCDOT RR personnel and Engineer on all documentation provided to RR company.

**1.3.2 Right of Entry Permit**

- Contractor shall obtain a Right of Entry Permit prior to commencement of Work on RR's property or right-of-way or within fifty (50) feet of railroad property or which affects a RR railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing,
- Submit a copy of the signed ROE Permit to the Engineer.

**1.3.3 Authority of RR Engineer**

- The authorized representative of RR ("RR Representative") shall have final authority in all matters affecting the safe maintenance of RR operations and RR property, and his or her approval shall be obtained by the DEPARTMENT or its Contractor for methods of construction to avoid interference with RR operations and RR property and all other matters contemplated by the Agreement and these Special Provisions.

**1.3.4 Interference with RR Operations**

- Contractor shall use reasonable care and diligence at all times and cooperate with RR officials in order to avoid accidents, damages, or delay to, or interference with, RR operations. Contractor shall not work on RR'S tracks or allow any of Contractor's equipment or material to encroach or to present a risk of encroachment without first obtaining authority from RR'S Chief Engineer or his authorized representative.
- Contractor shall arrange and conduct its work so that there will be no interference with RR operations, including train, signal, telephone and telegraphic services, or damage to RR's property, or to poles, wires, and other facilities of tenants on RR's Property or right-of-way. Contractor shall store materials so as to prevent trespassers from causing damage to trains, or RR Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the RR Representative for approval, but such approval shall not relieve Contractor from liability in connection with such Work.
- If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or RR's property, Contractor shall make such provision. If the RR Representative determines that such provision is insufficient, RR may, at the expense of DEPARTMENT or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately

**1.3.5 Notice of Starting Work**

- Contractor shall not commence any work on RR Property or rights-of-way until it has complied with the following conditions:
  - a. Notify RR in writing of the date that it intends to commence Work on the Project. The notice must identify the Project by reference to the RR OP# and Railroad Milepost and SCDOT File No. and Project No..
  - b. Notify RR in writing if contract flagging service is required, and desired date Work is scheduled to commence.
  - c. Obtain authorization from the RR Representative to begin Work on RR property or right-of-way such authorization to include an outline of specific conditions with which it must comply.
  - d. Obtain from RR the names, addresses and telephone numbers of RR's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

**1.3.6 Work for the Benefit of the Contractor**

- No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on RR property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of RR or DEPARTMENT, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either RR or DEPARTMENT, but must be approved by both RR and DEPARTMENT. DEPARTMENT or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to RR.
- Should Contractor desire any changes in addition to the above, then it shall make separate arrangements with RR for such changes to be accomplished at the Contractor's expense.

**1.3.7 Cooperation and Delays**

- Contractor shall arrange a schedule with RR for accomplishing staged construction involving work by RR. In arranging its schedule, Contractor shall ascertain, from RR, the lead time required for assembling crews and materials and shall make due allowance therefor.
- Contractor may not charge any costs or submit any claims against RR for hindrance or delay caused by RR traffic, work done by RR or other delay incident to or necessary for safe maintenance of RR traffic, or for any delays due to compliance with these Special Provisions.
- Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- Contractor understands and agrees that RR does not assume any responsibility for work performed by others in connection the Project. Contractor further understands and agrees that it shall have no claim whatsoever against RR for any inconvenience, delay or additional cost incurred by DEPARTMENT or its Contractor on account of operations by others.

**1.3.8 Storage of Materials and Equipment**

- Contractor shall not store its materials or equipment on RR's property or where they may potentially interfere with RR's operations, unless Contractor has received RR Representative's prior written permission. Contractor understands and agrees that RR will not be liable for any damage to such materials and equipment from any cause except the negligence, recklessness or intentional wrongdoing of RR, or its agents or employees. RR may move, or require Contractor to move, such material and equipment, at Contractor's sole expense. To minimize the possibility of damage to the RR tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

**1.3.9 Construction Procedures**

- Construction work on RR property shall be subject to RR's inspection and approval.
- Construction work on RR property shall be in accordance with these Special Provisions and the Right of Entry permit.

**1.3.10 Flagging / Inspection Service**

- Contractor shall utilize RR flagmen, watchmen, or other protective measures that are required, in the sole opinion of RR, to promote safety and/or continuity of RR traffic. RR has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever the Contractor or its equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by RR, or over tracks.
- Contractor shall reimburse RR directly for all costs of flagging that is required on account of construction within RR property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- Contractor shall give a minimum of ten (10) days advance notice to RR Representative of anticipated need for flagging service. No work for which flagging service is required shall be undertaken until the flag person(s) is/are at the job site. [The estimated number and classifications of flag-persons are shown in the Estimate.] If it is necessary for RR to advertise a flagging job for bid, it may take up to ninety (90) days to obtain this service, and RR shall not be liable for the cost of delays attributable to obtaining such service.

- RR shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of RR Representative, such inspection may be necessary. Contractor shall reimburse RR for the costs incurred by RR for such inspection service. Inspection service shall not relieve DEPARTMENT or its Contractor from liability for its Work.
- RR shall render invoices for, and Contractor shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the Work, whether by law or agreement between RR and its employees, or if the tax rates on labor are changed, bills will be rendered by RR and paid by DEPARTMENT using the new rates. Contractor shall perform Work that requires flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

**1.3.11 Utility Facilities on RR Property**

- Contractor shall arrange to have any utility facilities on or over RR Property changed as may be necessary to provide clearances for the proposed trackage.

**1.3.12 Clean-Up**

- Contractor, upon completion of the Project, shall remove from RR's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Contractor. Contractor, upon completion of the Project, shall leave RR Property in neat condition, satisfactory to RR Representative.

**1.3.13 Insurance**

- Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies, together with completed Insurance Approval Request Form (attached) to the appropriate RR entity and to the Project Manager for the Department.
- Contractor may not begin Work on RR's property or right-of-way or within fifty (50) feet of railroad property or which affects a RR railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing until it has received RR's written approval of the required insurance policies.

**Measurement**

- Railroad Liability Insurance pay item included all necessary application payments and payments for liability insurance.
- Railroad Flagging pay item includes payment to the railroad for flagging and all other charges necessary to complete the flagging operation.

**Payment**

1071401	CSX RAILROAD INSURANCE AND FLAGGING	LS
1071402	RR COORDINATION FOR TRAFFIC SIGNALS	LS
9610201	RAILROAD LIABILITY INSURANCE	EA
9610202	RAILROAD FLAGGING	HR