



RAILROAD RIGHT OF ENTRY

2014 Construction, Pavement and Materials Conference





CONTRACTOR RIGHT OF ENTRY ON RAILROAD PROPERTY

- Robert Travis, P.E.

Branch Manager, Rail-Highway

Traffic Operations Division

Contractor Right of Entry (CROE) on Railroad Property

- Right of Entry allows non-TxDOT personnel onto Railroad Right of Way
- Railroad requires this to be in effect including associated Insurance
- Used for invasive work such as pavement replacement, etc. Not used for seal coat or restriping work

- Old Process required Contractor obtain their insurance certificate, then obtain executed right of entry before they start work on railroad property.
- Process Change requested by AGC due to processing errors and delays
- New Process will have Construction Division coordinate acquisition of CROE with the affected railroad including directly paying application fees
- This new process is being phased in. Rail-Highway Safety will notify Construction Division/ District which projects will use the new process.

Contractor Right of Entry on Railroad Property

New Process as follows

- Simplified Section 7 to Special Provisions will be used. Project related details will now be put on project plan sheets along with existing railroad related sheets
- Contract is LET
- Construction Division will send unexecuted Contractor Right of entry agreement with the unexecuted construction contract to the Contractor
- Contractor signs the CROE and provides insurance certificate and returns with construction contract.
- Construction Division will verify CROE and Insurance are correct and submit to Railroad including application fee.
- Fully Executed CROE returned to Construction Division who will then issue with fully executed Construction Contract
- Construction Division will monitor project and ensure no work on railroad property if insurance has lapsed.
- Area Engineer update RHS, Finance, CSD when project is complete

SPECIAL PROVISION
007---XXX
Legal Relations and Responsibilities

For this project, Item 007, “Legal Relations and Responsibilities,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 7.16. Work Near Railroads is voided and replaced by the following:

- A. General.** If the work is on railroad right of way, do not interfere with the operation of the railroad company’s trains or other property.
- B. Project Specific Information.** Refer to the Railroad Scope of Work plan sheet in the plans for project specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

The railroad requires a 30 day notice if their flaggers are to be utilized. Flaggers and any other work performed by the railroad will be paid for under Article 9.5, “Force Account”.

- C. Right of Entry Agreement (If Required).** A copy of the sample ROE Agreement is included with this special provision if required. The process for obtaining a fully executed ROE Agreement shall be as follows:
1. The Department’s Construction Division (CST) will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction contract. Project specific information on the ROE Agreement will already be completed by the Department.
 2. The Contractor partially executes the ROE Agreement and construction contract. Both documents are submitted by the Contractor with copy of railroad insurance documents to CST. CST will work with Contractor to resolve any issues with improper railroad insurance prior to submittal to the railroad.
 3. After CST approves Contractor railroad insurance documents, CST obtains the railroad’s signature on the ROE Agreement and sends it to the Contractor along with the fully executed construction contract. Any ROE application fees shall be paid by the Department.
 4. CST monitors Contractor’s railroad insurance coverage until project is complete. Contractor shall not work on railroad right of way if railroad insurance coverage has expired.

SAMPLE Additional Railroad Requirement Plan Sheet

CONTRACTOR: The use of this proposal is limited to the "Sample Engineering Form No. 1001" as shown on the cover sheet of this proposal. Any use of this proposal for other than the "Sample Engineering Form No. 1001" is prohibited.

DATE: _____

I. WORK AT CROSSING LOCATIONS (AT GRADE, OVERPASS, UNDERPASS, PEDESTRIAN, OR CLOSED/ABANDONED)

DOT # _____
 RR Company Owning Trunk or Crossing _____
 Operating RR Company at Trunk _____
 RR LPS _____
 City _____
 County _____
 CU at this Crossing _____
 Highway/Roadway name crossing the railroad _____
 # of regularly scheduled trains per day at this crossing _____
 # of switching movements per day at this crossing _____
 % of estimated contract cost of work within railroad ROW _____

Scope of Work at this Crossing to Be Performed by State Contractor _____

Scope of Work at this Crossing to Be Performed by Railroad Company _____

(Report as needed for each crossing. Clarify all flagging, signal work, repainting work, and track work to be done by the Railroad. Also clarify boring work and Contractor responsibilities for preconstruction site conditions.)

II. OTHER PROJECT WORK WITHIN RAILROAD RIGHTS-OF-WAY (ROW)

RR Company Owning Trunk at this Location _____
 Operating RR Company at this Location _____
 RR LPS _____
 City _____
 County _____
 CU at this Crossing _____
 # of regularly scheduled trains per day at this location _____
 # of switching movements per day at this location _____
 % of estimated contract cost of work within railroad ROW _____

Scope of Work at this Location to Be Performed by State Contractors _____

Scope of Work at this Location to Be Performed by Railroad Company _____

(Report as needed for each location on RR ROW not located at a crossing.)

III. FLAGGING

of Days of Railroad Flagging Expenses _____
 Railroad Contact Information for Flagging _____

IV. CONSTRUCTION WORK TO BE PERFORMED BY THE RAILROAD

On this project, construction work to be performed by a railroad company is:
 Required
 Not Required

Coordinate with TxDOT for any work to be performed by the railroad company. TxDOT must issue a work order for any work done by the railroad company prior to the work being performed.

V. INSURANCE REQUIREMENTS

Contractor shall provide the proper insurance as shown in the table below. Do not begin work on railroad right of way until receipt of assumed Right of Entry agreement from TxDOT's Construction Division (CSD) if required. If insurance coverage expires, work shall cease within railroad right of way. Contractor to submit new policy for approval by TxDOT's Construction Division (CSD).

Insurance policies must be issued for and on behalf of the Railroad. Where more than one Railroad Company is operating on the same right of way or where several railroad companies are involved and operate on their own separate rights of way, provide separate insurance policies in the name of each Railroad Company.

Subcontractors must meet the insurance coverages below through their own coverage or through the prime contractor's coverage.

No direct compensation will be made to the contractor for providing the insurance coverages shown below or any deductibles. These costs shall be included in the various bid items of the proposal.

Type of Insurance	
Workers Compensation	
Commercial General Liability	
Business Automobile	
Railroad Protective Liability	

VI. CONTRACTOR'S RIGHT-OF-ENTRY (ROE) AGREEMENT

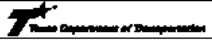

On this project, an ROE agreement is:

Required
 Not Required

With the following railroad company: _____

For more information on railroad requirements and process for obtaining an ROE agreement, see any special provisions to Item 5 and Item 7 included in the proposal.

Contractor shall not operate within railroad rights of way without an executed Construction & Maintenance agreement between the state and the railroad and an assumed ROE agreement between the contractor and the railroad if required on project.

			
RAILROAD SCOPE OF WORK PROJECT SPECIFIC DETAILS			
FILED	NOV 14 2013	BY TxDOT	PC
BY TxDOT	NOVEMBER 14 2013	BY	NOV 14 2013
PROJECT NO. _____			
		DATE	BY

Contractor Right of Entry on Railroad Property

- Questions???

- Robert Travis, P.E.
 - 512-416-2635
 - Robert.travis@txdot.gov

- Richard Kirby, P.E.
 - 512-416-3301
 - Richard.kirby@txdot.gov