

# ALABAMA DEPARTMENT OF TRANSPORTATION

**DATE:** September 1, 2021

Special Provision No. 22-RR0003

**EFFECTIVE DATE:** January 1, 2022

**SUBJECT:** FOR PROTECTION OF RAILROAD COMPANY PROPERTY, OPERATIONS,  
INSURANCE, AND LIABILITY

**RAILROAD:** CSX TRANSPORTATION, INC.

Supplementary to Section 107.08 and 107.15 of the Standard Specifications, 2022 Edition

## **1. AUTHORITY OF THE RAILWAY ENGINEER**

- a. The authorized representatives of the Railroad, hereinafter referred to as Railway Engineer, shall have final authority in all questions affecting railway traffic.

## **2. INTERFERENCE WITH RAILWAY OPERATIONS**

- a. The Contractor shall so arrange and conduct his work that there will be no interference with railway operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railway Company, or to poles, wires and other facilities of tenants on the right of way of the Railway Company. The Contractor shall store materials so as to prevent trespassers from causing damage to trains. Whenever work is likely to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railway Engineer for approval but such approval shall not relieve the Contractor from liability.
- b. Should conditions arising from or in connection with the work require that immediate and unusual provision be made to protect train operation and property of the Railway Company, it shall be a part of the required service by the Contractor to make such provision and if, in the judgment of the Railway Engineer, or of the Engineer in the absence of the Railway Engineer, such provision is sufficient, the Railway Engineer may, at the expense of the Contractor, require or provide such provision as may be deemed necessary.
- c. The Contractor shall be required to take special precaution and care in connection with excavating, shoring pits and pile driving adjacent to track to provide adequate lateral support for the tracks and the load which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of any plans for shoring, shall first be approved by the Railway Engineer but such approval will not relieve the Contractor from liability.

## **3. COOPERATION, DELAYS, AND INDEMNIFICATION**

- a. Any costs incurred by the Railway Company for repairing damage to tracks, including disturbance of their alignment and surface caused by or resulting

from the operation of the Contractor, shall be paid by the Contractor to the Railway Company.

- b. No charge or claim of the Contractor against either the Department of Transportation or Railway Company will be allowed for hindrances or delay on account of railway traffic or any work done by others incident to or necessary for safe maintenance of railway traffic or completion of the project, but due consideration of any such delay will be taken into account in counting the working days to be charged against the project.
- c. The Contractor agrees to defend, indemnify and hold harmless RAILROAD, its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns from and against any injury or death of persons whomsoever or from any loss or damage to the railroad property, right of way, tracks and other facilities, herein called "RAILROAD's property," and from the liability or loss incurred for damage to any other property in the care, custody or control of the RAILROAD in or upon the RAILROAD's property, caused by acts or omissions of the Contractor in performing work on this project, whether on, over, under or in the vicinity of the RAILROAD's property.

#### **4. INSPECTION FOR PROTECTION OF RAILWAY OPERATIONS**

- a. The Railway Company shall have the right to assign a man to the site of the project to perform inspection service for protection of railway operation whenever, in the opinion of the Railway Engineer, such inspection may be necessary to prevent interference with railway operations such as, but not necessarily limited to, obstruction of track clearances and roadbed drainage, foreign substance on or adjacent to rails and disturbance of surface and alignment of track. The costs incurred by the Railway Company for furnishing a man to perform such inspection service and also the cost of erecting, maintaining and removing telltale or warning devices, as the Railway Engineer considers necessary, will be reimbursed by the Department of Transportation.

#### **5. TRACK CLEARANCES**

- a. The minimum permissible temporary track clearances during construction are as follows:
  - i. Minimum Horizontal Clearance - [Reference Plans](#)
  - ii. Minimum Vertical Clearance - [Reference Plans](#)
- b. No work shall be done over or adjacent to any track and no false work or obstruction shall be placed over or within 25.00' of centerline of any track without first notifying the Railway Engineer and obtaining his approval of procedure or plans therefore, but such approval shall not relieve the Contractor from liability. The Contractor shall give the Railway Engineer at least seven (7) days advance notice of when he will place false work over and adjacent to tracks, and also when he will remove such false work. In the event the minimum temporary horizontal or vertical track clearances are not available or included in the project special provision, the contractor shall reference the project plans.

## **6. RIGHT-OF-ENTRY PERMIT**

- a. Prior to entering the RAILROAD's ROW, the contractor shall obtain a Right-of-Entry Permit from the RAILROAD by contacting:

Victoria Matts  
Project Director - Rail Division  
STV Incorporated  
904-383-3919  
victoria.matts@stvinc.com

- b. The contractor shall complete and submit the Right-of-Entry Permit application hereto attached and made a part of this special provision upon award of project.

## **7. FLAGGING SERVICE**

- a. Any flagging service required, when in the opinion of the Railway Company such service is necessary for the safety of its railway operations because of work performed by the Contractor or in connection therewith, will be provided by the Railway Company.
- b. The requirements of the Railway Company are, in general, that the services of two flagmen are required, whenever the Contractor's men or equipment are, or are likely to be, working within specified track clearances, or over tracks, or when his work has disturbed or is likely to disturb the surface and alignment of any operated track to such extent that movement of trains should be controlled by flagging. There should be a 72-hour notice of need for flagging service.
- c. The State shall reimburse the Railway Company directly for all necessary costs incurred for flagging services by Railway personnel.
- d. The State shall not be required to reimburse the Railway Company for the cost of inspection which, in its discretion, it may furnish to assure itself that its track clearances are safe for railroad protection.

## **8. CONSTRUCTION REQUIREMENTS**

- a. The Contractor shall be required upon completion of the work to remove from within the limits of the Railroad's right of way all machinery, equipment, surplus materials, false work, rubbish or temporary buildings of said Contractor and to leave the right of way in a neat condition satisfactory to the Railroad Engineer.
- b. The Contractor shall notify the Superintendent of the Railway Company at least thirty (30) days in advance when he will start work on the right of way of the Railway Company.
- c. The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations. The Contractor shall provide erosion control measures during construction. Methods used are to be in accordance with Section 665 and Articles 105.13 and

105.14 of the Standard Specifications, 2022 Edition. The Contractor shall promptly repair eroded areas within Railroad rights of way and repair any other damage to the property of the Railroad or its tenants.

- d. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- e. Materials and equipment shall not be stored where they will interfere with railway operations, nor on the right of way of the Railway Company without first having obtained permission from the Railway Engineer, and such permission will be with the understanding that the Railway Company will not be liable for damage to such materials and equipment from any cause and that the Railway Engineer may move, or require the Contractor to move at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked near any track unattended by watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons.

## **9. CONSTRUCTION PLANS AND PROCEDURES**

- a. During the course of the project, the Contractor shall submit any proposed changes to the approved plans or procedures to the Engineer for review and to the Railroad Engineer for review and approval. Any clearing and grubbing to increase the sight distance for a safer construction operation, or erection of temporary structures within the RAILROAD property shall not be done prior to the approval of the RAILROAD. The Railroad Engineer shall make a decision within thirty (30) days. Should the Railroad Engineer deny the plans and requires a resubmittal, the Railroad Engineer shall provide approval or denial and requirement for resubmittal within thirty (30) days after receipt of the revised plans.

## **10. UTILITY FACILITIES ON RAILWAY RIGHT-OF-WAY**

- a. The State shall, without expense to the Contractor, arrange to have any utility facilities on or over the railway right of way changed as may be necessary, but the Contractor shall not be reimbursed for any changes in such facilities made for his benefit and convenience.

## **11. DAMAGE BY RAILWAY TRAFFIC**

- a. The Contractor shall assume all liability for any and all damage to his work, employees, servants, equipment and materials caused by railway traffic.

## **12. RAILWAY FACILITIES**

- a. The Railway Company shall do, or have done, all work on railway facilities necessary for construction of the project without expense to the Contractor. Any costs incurred by the Railway Company for repairing damage to tracks, including disturbance of their alignment and surface caused by or resulting from the operations of the Contractor, shall be paid by the Contractor to the Railway Company.

### **13. TEMPORARY GRADE CROSSINGS**

- a. No temporary grade crossing may be established for use of the Contractor for transporting materials and equipment across the track of the Railway Company unless specific authority for its installation, maintenance, any necessary watching and flagging thereof and removal, all at the expense of the Contractor, is first obtained from the Railway Engineer.

### **14. BLASTING**

- a. Explosives shall not be used adjacent to any track or other railroad property without the advance approval of the Railway Engineer and the Engineer, but such approval will not relieve the Contractor of any liability. If the use of explosives is permitted, the blasting shall be done with light charges under the direct and experienced supervision of a responsible officer or employee of the Contractor or of the Department. Electric detonating fuses or charges shall not be used on account of possible premature explosions resulting from operation of 2-way train radios. Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations.
- b. No blasting shall be done without an authorized Railway representative present who will determine the approximate location of trains in order that the Contractor can ascertain whether or not sufficient time will be available for blasting and subsequent cleanup without delaying trains. The Contractor shall notify the Railway's Superintendent 72 hours in advance of blasting to permit arrangement for the presence of an authorized Railway representative and such flagging as may be deemed as necessary.
- c. The Contractor shall have sufficient time, equipment, labor and materials at the job site to clean up the debris resulting from the blasting. He shall at his expense correct any track misalignment or other damage to railroad property resulting from the blasting as directed by the Railway's authorized representative so as to avoid train delays.
- d. Blasting shall be discontinued immediately upon notice by the Railroad's authorized representative or the Engineer that it is too hazardous.

### **15. EROSION CONTROL DURING CONSTRUCTION**

- a. The Contractor is to provide erosion control during construction in order to prevent any settlement from accumulating on Railway right of way. Methods to be used shall be in accordance with Section 665 of the Standard Specifications, 2022 Edition.

## 16. SAFETY

### a. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- i. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- ii. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- iii. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifting cargo.
- iv. No one is allowed to cross tracks without specific authorization from the flagman.
- v. All welders and cutting torches within 25' of track must stop when train is passing.
- vi. No steel tape or chain will be allowed to cross or touch rails without permission.

### b. GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- i. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 ft. of centerline of track without specific permission from railroad official and flagman.
- ii. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- iii. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- iv. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- v. Swinging loads must be secured to prevent movement while train is passing.
- vi. No loads will be suspended above a moving train.
- vii. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- viii. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.

- ix. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- x. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- xi. All equipment, loads and cables are prohibited from touching rails.
- xii. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad engineer and flagman.
- xiii. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad engineer.
- xiv. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- xv. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

## 17. INSURANCE

- a. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor shall be required to furnish certificates of insurance in duplicate as evidence that with respect to the operations being performed, the contractor or any subcontractor performing work on Contractor's behalf has in force and will maintain coverage with limits that meet or exceed the following minimum requirements:

- i. Commercial General Liability Insurance

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured. Such coverage shall be available only for claims arising from the negligence of the contractor and is not intended to provide coverage for the negligent or wanton acts of CSXT or its agents.

- ii. Statutory Worker's Compensation and Employers Liability Insurance

1. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000. This insurance coverage must grant a waiver of subrogation to CSXT and its affiliates [if permitted by state law].

- iii. Commercial Automobile Liability Insurance

1. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured. Such coverage shall be available only for claims arising from the negligence of the contractor and is not intended to provide coverage for the negligent or wanton acts of CSXT or its agents.

- iv. Railroad Protective Liability Insurance

1. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
      - a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
      - b. The name and address of the Contractor and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.
      - c. A description of operations and location must appear on the



Declarations page and must match the Project description.

- d. Terrorism Risk Insurance Act (TRIA) coverage must be included.
- e. CSX Transportation should be named on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:

CSX Transportation Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

- f. Authorized endorsements must include:

- i. Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

- g. Authorized endorsements may include:

- i. Broad Form Nuclear Exclusion - IL 00 21
  - ii. 30-day Notice of Non-renewal or cancellation
  - iii. Required State Cancellation Endorsement
  - iv. Quick Reference or Index - CL/IL 240

- h. Authorized endorsements may not include:

- i. A Pollution Exclusion Endorsement except CG 28 31
  - ii. An Endorsement that excludes TRIA coverage
  - iii. A Known Injury Endorsement
  - iv. A Sole Agent Endorsement
  - v. A Punitive or Exemplary Damages Exclusion
  - vi. A "Common Policy Conditions" Endorsement
  - vii. Policies that contain any type of deductible

- v. All insurance companies must be A. M. Best rated A- and Class VII or better.

- vi. The Contractor must submit the complete Railroad Protective policy, Certificates of Insurance and all notices and correspondences regarding the insurance policies in an electronic format reference provided on project note sheet of plans to contact ALDOT Project Engineer if contact is not provided.

- b. All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed with the limits of the right of way of the Railroad as evidenced by the formal acceptance by the Alabama Department of Transportation.

- i. Insurance companies will endeavor to provide thirty (30) days prior written notice of policy cancellation with the exception of cancellation for non-payment of premium wherein the carrier will endeavor to provide ten (10) days prior written notice of cancellation.
- ii. Evidence of the above insurance shall be submitted to the Bureau of Office Engineer of the Alabama Department of Transportation for approval and submittal to the Railroad. Acceptable evidence shall consist of the following:
  - 1. A certificate in duplicate shall be furnished which covers all items of the Department's standard insurance requirements, plus any additional requirements noted herein. A description and location of the work performed, including railroad milepost references must be provided.