

MAINTENANCE OF RAILROAD TRAFFIC

****From East Wallingford REW4140A**

- xx. DESCRIPTION. This work shall consist of maintaining railroad traffic and coordinating with the Agency and the Railroad for inspection and review of the Contractor's work in conjunction with construction operations to be performed within the Railroad right-of-way, in accordance with the Contract Documents and as directed by the Engineer.
- xx. GENERAL REQUIREMENTS. When, as stipulated in the Contract Documents, or in the opinion of the Engineer and the Chief Engineering Officer of the Railroad, the construction work would cause hazard to the safe operation of trains and other facilities of the Railroad, including signal and communication lines, the Railroad will furnish the necessary qualified employees to protect their trains and other facilities.

Protection services will be required whenever the Contractor is performing work over, under, or adjacent to the railroad tracks or right-of-way such as excavation, sheeting, shoring, erection, or removal of forms; handling material; using equipment which by swinging or by failure could foul the track; and when any other type of work being performed, in the opinion of the Railroad, requires such service.

The Contractor is advised that although the cost for protective services will be paid for on a lump unit basis by the Agency, the Contractor shall be required to plan, coordinate, and organize the work effort in a way that shall absolutely minimize the use and number of railroad protective personnel required. The Agency and a Railroad representative will review and approve all Contractor work schedules prior to the commencement of work and prior to the assignment of protective personnel. Misuse of these protective services by the Contractor due to inadequate work procedures will not be allowed and shall be sufficient cause for the Agency to require the Contractor to bear all inappropriate costs.

Railroad train crews necessary for the operation of Contractor scheduled work trains or Contractor owned or leased locomotive equipment shall not be paid by the Agency under this Section; all such costs will be considered incidental to the Contractor's work and therefore shall be entirely borne by the Contractor.

All existing signs, markers, and other informational indicators associated with the operations of the Agency or the Railroad that are removed by the Contractor in the performance of this work shall be preserved and reinstalled as soon as possible. Reinstallation shall precede any train operation at the same locations as they are removed. Any sign, marker, or other information indicator that is damaged by the Contractor's operations shall be considered a charge against the Contractor and shall be paid for by the Contractor or deducted from any monies due or that may become due the Contractor under this Contract.

Railroad traffic shall be maintained at all times with safety and continuity, and the Contractor shall conduct all operations on or over the railroad right-of-way fully within the rules, regulations, and requirements of the Agency and the Railroad. The Contractor shall be responsible for becoming acquainted with such requirements as the Railroad and/or Agency demands.

Existing train operations may include, but are not limited to, the following:

- (a) Regularly scheduled passenger trains.
- (b) Regularly scheduled freight trains.
- (c) Other unscheduled trains or equipment being moved by the various Railroads.

xx. SUBMITTALS.

- (a) At the preconstruction meeting, the Contractor shall submit for approval by the Agency a detailed description of proposed methods for accomplishing the construction work required under the Contract, to include methods for protecting Railroad traffic. Approval by the Agency shall not serve in any way to relieve the Contractor of complete responsibility for the adequacy and safety of the proposed methods.
- (b) Prior to beginning work, the Contractor shall submit for the approval of the Engineer a detailed description of the procedure(s) for work to be performed over, under, within, or adjacent to the Railroad right-of-way. Work shall not proceed until the proposed procedure(s) have been approved by the Agency.

xx. CONSTRUCTION REQUIREMENTS. The Contractor shall obtain verification of the time and schedule of track occupancy from the Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Railroad right-of-way.

All work to be done under, upon, or over the Railroad right-of-way shall be performed by the Contractor in a manner satisfactory to the Engineer and shall be performed at such times and in such manner as to not interfere with the movement of trains or traffic upon the tracks. The Contractor shall use all necessary care and precaution to avoid accidents, delay, or interference with the trains or other property.

The Contractor shall give notice to the Railroad at least fifteen (15) days prior to the commencement of any work, or any portion of the work, over or adjacent to the Railroad right-of-way, so that necessary arrangements can be made promptly by the Railroad to protect railroad traffic.

The Contractor shall conduct the work and handle equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Railroad.

When it is noted that the work will foul an operating track, the Contractor shall give the Railroad written notice fifteen (15) days in advance so that, if approved, arrangements can be made for proper

protection of the railroad.

Cranes, shovels, or any other equipment shall be considered to be fouling the track when located in such position that failure of same, with or without load, brings the equipment within the fouling limit.

Equipment of the Contractor to be used adjacent to the tracks shall be in first-class condition so as to fully prevent failures of defective equipment that might cause delay in the operation of trains or damage to Railroad facilities. The Contractor's equipment shall not be placed or put into operation adjacent to tracks without first obtaining permission from the Railroad. Under no circumstance shall any equipment or materials be placed or stored within 25 feet from the centerline of the track, unless otherwise directed.

Materials and equipment belonging to the Contractor shall not be stored adjacent to tracks without first obtaining permission from the Railroad. The Agency and/or Railroad will not be liable for damage to such materials and equipment from any cause. The Contractor shall keep the tracks adjacent to the site clear of all refuse and debris and shall leave the property in the condition existing before the start of construction operations.

The Contractor shall consult with the Railroad to determine the type of protection required to ensure safety and continuity of Railroad traffic incidental to the particular methods of operation and equipment to be used in the work. Any Construction Inspectors, track foremen or track watchmen, signalmen, or other employees deemed necessary for protective services by the Railroad, or its duly authorized representative to ensure the safety of trains contingent upon the Contractor's operations, shall be obtained from the Railroad by the Contractor.

The providing of such watchmen and other precautionary measures shall not, however, relieve the Contractor from liability for payment of damages caused by the Contractor's operations.

- xx. FLAGGING AND PROTECTIVE SERVICES. The Contractor shall make all arrangements with the Agency and the Railroad, as applicable, for railroad employees required for flagging and protective services.

Railroad flaggers shall be furnished in accordance with Section 630.

- xx. METHOD OF MEASUREMENT. The quantity of Special Provision (Maintenance of Railroad Traffic) (N.A.B.I.) to be measured for payment will be on a lump unit basis for the specified railroad flagging and protective services provided.

- xx. BASIS OF PAYMENT. Payment for Special Provision (Maintenance of Railroad Traffic)(N.A.B.I.) will be as follows:

- (a) A lump unit of **twenty thousand dollars (\$20,000)** has been included in the bid proposal for flagging and protective services. Payment will be for reimbursing the Contractor for the actual invoice amounts paid to the Railroad by the Contractor for flagging and protective services. The Contractor shall submit four copies of paid receipted itemized bills from the Railroad for the flagging and protective services charges to the Agency

for review and approval. The Contractor's overhead will not be reimbursed.

- (b) The lump unit will be adjusted to the actual amount paid to the Railroad for flagging and protective services, after review and approval of paid invoices.

No additional payment will be made under this Contract item. All other costs for coordination and maintenance of rail traffic in accordance with these provisions will be considered incidental to Special Provision (Maintenance of Railroad Traffic)(N.A.B.I.).

If the Contract is not completed within the specified time limit for completion of the Contract (or authorized extended time), no payment will be made for any costs incurred beyond the specified time of completion.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.650 Special Provision (Maintenance of Railroad Traffic) (N.A.B.I.)	Lump Unit