

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
RAILROAD FLAGGING**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 1999 Standard Specifications for Highway Construction, English and Metric. Units of measurement are provided in the subsections in both English and Metric equivalents. The units for this project shall be those specified in the project plans.

**104.19. RAILROAD FLAGGING.** *(substitute the following:)*

The \_\_\_\_\_ is hereinafter referred to as the "Railway Company". The following Special Provision shall govern payment for flagging services rendered by the Railway Company.

The Contractor shall reimburse the Railway Company directly for the cost of all railroad flagging required by the Railway Company due to construction on their property. The Contractor shall fully inform him/herself of the individual Railway Company's requirements for flagging and right of entry. If the Contractor is the successful bidder for the project, the Contractor shall execute and return the right of entry agreement (if required by the railroad) and shall return the executed right of entry agreement to the Department with the contract within the time period provided for contract execution. The Railway Company's requirements for flagging and right of entry may vary significantly from those implied by other contract documents. All costs associated with flagging and right of entry shall be included in the unit price bid by the Contractor for other items of work. There will be no additional payment to the Contractor for this cost.

The Contractor's final estimate will not be paid until the Contractor provides satisfactory evidence that he has wholly reimbursed the Railway Company for flagging services.

For the purpose of bidding, the following information is furnished by the Railway Company covering the estimated flagging schedule and the estimated cost thereof:

1. Flagging services will be required:
  - (A) In the event it is necessary for the Contractor to operate his crane or other heavy machinery in the vicinity of the track, as defined by the Railway Company, which may endanger railroad operations.
  - (B) At such times as it may be necessary for the Contractor to transport equipment or materials across the track.
  - (C) As specified in the right of entry agreement (if required).
  - (D) At any other time deemed appropriate by the Railway Company.
2. The total cost per hour for two flagmen, supervisory personnel, vacation allowances, and retirement and unemployment insurance is \_\_\_\_\_. This rate is based on current wage scales for an eight hour basic day, including any additional pay for overtime, rest days and holidays, and is subject to any increases which may result from railroad employees-railroad management negotiations, or which may be authorized by Federal authorities. No additional payment will be made to the Contractor for increases in the above rate if such increases should occur.
3. Normal train operations over the crossing consists of \_\_\_\_\_ trains daily. Details regarding train operations required or desired by the Contractor, may be obtained by consulting the Railway Company's office located at \_\_\_\_\_.

The Contractor is placed on notice that fiber optic, communications, control systems, and other types of cables may be buried on Railway Company property. Before beginning work, The Contractor shall telephone the Railway Company's \_\_\_\_\_ at \_\_\_\_\_ to assist in determining if cable systems are buried on Railway Company property to be used by the Contractor. The Contractor shall contact the appropriate personnel to have cables located and make arrangements with the owner of the facility as to the protective measures that must be adhered to prior to the commencement of any work on the Railway Company's property.