



Rail Coordination Guidelines and Procedures on NCDOT Projects

NCDOT Rail Division

Created November 30, 2022

Updated June 4, 2024

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List of Acronyms, Abbreviations, and Terms

ADU	Alternate Delivery Unit
BOT	Board of Transportation
D&CM	Design & Construction Manager
EC&SM	Engineering Coordination & Safety Manager
FAE	Force Account Estimate
GIS	Geographic Information Systems
NCDOT	North Carolina Department of Transportation
O Item	BOT Agenda Item
PDN	Project Delivery Network
PE	Preliminary Engineering
PEF	Private Engineering Firm
PM	Project Manager
PS&E	Plans, Specification and Estimate
RCPE	Rail Coordination Project Engineer
RFP	Request for Proposals
ROE	Right of Entry
ROW	Right of Way
SPOT	Strategic Prioritization Office of Transportation
STIP	State Transportation Improvement Program

I. Purpose

The purpose of the Rail Coordination Guidelines and Procedures on NCDOT Projects is to define the roles and responsibilities of the Rail Division Engineering Coordination & Safety Manager (EC&SM) and Rail Coordination Project Engineers (RCPE) and to outline the updated procedures detailing the General Rail Coordination Process for all North Carolina Department of Transportation (NCDOT) projects.

II. Guidelines

1. NCDOT's Rail Division hereby establishes the Rail Coordination Guidelines and Procedures outlined below. The guidelines apply to all NCDOT projects (Central-Let, Division-Let, Alternative Delivery, Turnpike, etc.) programmed and funded through NCDOT.
2. The guidelines identify the primary roles of the EC&SM and the secondary role of the RCPE within the Rail Division.
3. The guidelines do not preclude revisions necessitated by special project circumstances or unforeseeable changes to NCDOT or STIP policies and procedures.

III. Roles and Responsibilities

1. The **EC&SM** will serve as the primary point of contact for railroad related items on NCDOT projects through scoping, planning, design, and construction and will act as liaison to the individual Railroads.
2. The EC&SM will coordinate and assign all projects to the appropriate RCPE, beginning with the NCDOT Scoping Process/Scope of Work stage through Construction.
3. **NCDOT Project Managers** will coordinate with the RCPE to determine railroad involvement and/or impacts and, if railroad involvement and/or impacts are confirmed, will engage with the RCPE throughout project development. All correspondence, including but not limited to project information, scoping meetings, scope of work, project notifications, project schedules, etc., sent to the Rail Division for NCDOT projects will be transmitted directly to the NCDOT Service Account - Rail Division Railroad Coordination via email at railroad.coordination@ncdot.gov (Attention: Jahmal Pullen).
4. **The Rail Coordination Project Engineer**, as assigned to projects with railroad involvement and/or impacts by the EC&SM, will engage with Project Managers throughout the project to provide expertise. The appropriate RCPE(s) will be assigned projects based on the specific anticipated railroad involvement and/or impacts (e.g., bridges/structures, track, parallel encroachments, utility crossing impacts, drainage impacts, crossing surfaces, at-grade crossings, signal and warning detection devices, etc.).
5. Division Construction/Resident Engineers will coordinate as needed with the RCPE, after assuming responsibility for the project post award, if railroad impacts are identified.

IV. General Coordination Procedures – Division/Central Let

- A. Determination of Railroad Involvement and/or Impacts at Project Initiation
1. As part of project scoping, the NCDOT PM will coordinate with the RCPE to determine whether the project will require railroad involvement or have impacts on railroads.
 2. The NCDOT PM will send project scoping materials (e.g., Project Scoping/Scope of Work/RFP) to the NCDOT Service Account - Rail Division Railroad Coordination via email at railroad.coordination@ncdot.gov (Attention: Jahmal Pullen), requesting project investigation for railroad involvement and/or impacts. If a scoping/RFP meeting is held, the EC&SM and/or RCPE will be invited to attend.
 3. The EC&SM will assign all Project Scoping letters to the appropriate RCPE(s) to review and investigate the NCDOT projects for railroad involvement and/or impacts. The assigned RCPE(s) will investigate, research, and document all potential project related railroad involvement/impacts.
 4. **No Railroad Involvement or Impacts**
 - a. If a project is determined **not** to have involvement or impacts to railroads, this coordination will be documented with a Scoping Response Letter signed by the RCPE at project initiation (1RR1). These actions conclude the coordination between the NCDOT PM and Rail Division needed for a project with no railroad involvement or impacts.
 5. **Railroad Involvement or Impacts**
 - a. If it is determined that a project has the potential to impact railroads or require railroad involvement, this initial coordination will be documented with a Scoping Response Letter signed by the RCPE (1RR1).
 - b. All NCDOT projects with railroad involvement or impacts are assigned to the Rail Division to handle the railroad coordination regardless of railroad complexities, coordination issues, unique design, accelerated schedules, etc.
 - c. The EC&SM will, in conjunction with the NCDOT Staff, develop and maintain a bi-annual list of NCDOT projects with railroad involvement and/or impacts based on the draft STIP and utilizing the Strategic Prioritization Office of Transportation (SPOT) GIS map.
 6. The EC&SM will coordinate a bi-annual meeting with NCDOT Staff for a general discussion of near-term NCDOT projects with rail involvement and/or impacts.
- B. Coordination During Project Development
1. The EC&SM will coordinate and assign NCDOT projects to the appropriate RCPE(s), who will remain actively involved with the project through the scoping, planning, design, and construction.

2. The EC&SM 's assignment of NCDOT projects to the appropriate RCPE(s) will be based on the proposed railroad involvement/impacts, i.e., bridges/structures, track, parallel encroachments, utility crossing impacts, drainage impacts, crossing surfaces, at-grade crossings, signal and warning detection devices, etc.
3. All correspondence, including but not limited to project information, scoping meetings, scope of work, project notifications, project schedules, etc., sent to the Rail Division for NCDOT projects will be transmitted directly to the NCDOT Service Account - Rail Division Railroad Coordination via email at railroad.coordination@ncdot.gov (Attention: Jahmal Pullen).
4. The RCPE(s) will meet monthly with the EC&SM and/or the Rail Division Design & Construction Manager (D&CM) to coordinate NCDOT Projects' status/updates.
5. All responses/comments/letters on NCDOT projects will be transmitted by the EC&SM via the NCDOT Service Account - Rail Division Railroad Coordination email at railroad.coordination@ncdot.gov.
6. The RCPE(s) will prepare the official scoping response and coordinate with the appropriate Rail Division Staff prior to final sign-off by the EC&SM.
7. The RCPE(s) will follow the Roadway PDN:
 - a. Attendance of project scoping meeting
 - b. Provide Rail Division review of Plans (1CG1) to DOT Staff.
 - c. Distribution of Department approved Design Recommendation Plan Set (2RR1), PGDs (2ST2), and request FAE costs to review project by Railroads. The RCPE shall coordinate and incorporate comments from Railroads as necessary with DOT staff.
 - d. Prepare and execute PE agreement (3RR1) for signature based on approved FAE.
 - e. Distribution of Department approved Plan-In-Hand (3RD1), hydraulic calculations (3HY1) and construction agreement (3RR1) to Railroads for review. The RCPE shall coordinate and incorporate all necessary comments with DOT staff prior to the next submission.
 - f. Distribution of Department approved PS&E Package (4RD1) to Railroads for review. The RCPE shall coordinate and incorporate all comments with DOT staff and distribute revised PS&E Package (4CS1) to Railroads accordingly.
 - g. The RCPE to coordinate with the Railroads on construction agreement (3RR1) and construction FAE comments and approval.
 - h. The RCPE shall submit expenditure request to Division for handling and submission as an "O" Item to the Board of Transportation (BOT) agenda.
 - i. The RCPE sends Agreement(s) (3RR1) out for execution. Upon execution of the Agreement(s), RCPE provides NTP to Railroads.

C. Coordination with Railroads

1. The EC&SM/RCPE will coordinate with the Railroads based on the NCDOT Project railroad involvement/impacts.
2. The EC&SM will coordinate with the Railroads on all required NCDOT Project Agreements (3RR1) with the Railroads. These Agreements may include:
 - a. Right of Entry (ROE) Agreements
 - i. Preconstruction Preliminary Engineering (PE) ROE
 1. The EC&SM/RCPE (on an as-needed basis) shall assist the Division and/or the Private Engineering Firm (PEF) in obtaining the ROE prior to entering Railroad Right-of-Way (ROW) for preliminary engineering work (i.e., field surveys, drainage/wetland investigations, geotechnical investigations, utility investigations, etc.)
 - ii. Construction ROE
 1. The EC&SM/RCPE (on an as-needed basis) shall assist the selected Contractor with the request for ROE from the Railroad Company upon award of the NCDOT PS&E Package (4CS2), and prior to entry into the Railroad ROW.
 2. The Contractor shall maintain a current ROE Agreement with the Railroads during the life of the project and/or as long as access to the Railroad is needed.
 - b. E- Certification
 - i. Annual certification is required, by the contractor, prior to working in the Railroad Right-of-Way (ROW). This requirement will also be part of the PS&E Package.
 - ii. The EC&SM/RCPE can assist in coordinating the E-Certification, if requested by NCDOT Staff//Contractor.
 - c. Preliminary Engineering (PE) Letter Agreement (Allows for Railroad to review plans and provide comments)
 - d. Grade Crossing Closure Agreement (Agreement between Railroad, NCDOT and sometimes Municipality that permanently closes crossing in perpetuity)
 - e. Crossing Surface Agreement (Agreement between Railroad and NCDOT for installation of new crossing surface)
 - f. Construction/Encroachment Agreement (Agreement between Railroad and NCDOT for outlining construction and ongoing maintenance)
 - g. Pipeline Agreements (Agreement covering drainage)
 - i. The EC&SM/RCPE will coordinate the Pipeline Agreement for all STIP projects, except those being handled by municipal system pipelines.
 - h. Wireline Agreements (Agreement covering overhead utility wires either parallel or perpendicular)

- i. The EC&SM/RCPE can coordinate the Wireline Agreement if requested, except those being handled by the Transportation Systems Management and Operations Unit. All private sector utility owners will continue to coordinate Wireline Agreements on their own facilities.
 - i. Roadway Easement Agreements (Agreement between NCRR and NCDOT for roadway and/or drainage within NCRR right of way)
 - j. Structure Agreements (Agreement to build/widen/replace and maintain bridge in railroad right of way)
 - i. The EC&SM/RCPE will coordinate the Structure Agreements for all NCDOT STIP projects.
- 3. The EC&SM will coordinate with the Railroads on all required NCDOT Project reviews with the Railroads. These reviews may include the following:
 - a. Design and Construction Plan Reviews will be coordinated (2RR1).
 - b. Encroachment Reviews, i.e., pipe replacement, resurfacing, etc.
 - c. Active Warning Devices Reviews
 - d. Other Reviews

V. General Coordination Procedures – Alternative Delivery Unit (ADU)

- A. As part of the ADU Project Scope of Work/RFP process, the Selected Teams (Design Firm/Contractor) will coordinate with the RCPE to begin coordination on the Project's railroad involvement or have impacts.
- B. The Selected Teams will continuously share the Project Scope of Work/RFP to the NCDOT Service Account - Rail Division Railroad Coordination via email at railroad.coordination@ncdot.gov (Attention: Jahmal Pullen), requesting project investigation for railroad involvement and/or impacts. The EC&SM and/or RCPE will be part of the Scope of Work/RFP coordination process.
- C. The EC&SM will assign the Project Scope of Work/RFP to the appropriate RCPE(s) to review and investigate the ADU Projects for railroad involvement and/or impacts. The assigned RCPE(s) will investigate, research, and document all potential related railroad involvement/impacts.
- D. All Selected Teams (Design Firm/Contractor). will handle the railroad coordination regardless of railroad complexities, coordination issues, unique design, accelerated schedules, etc.
- E. All Selected Teams (Design Firm/Contractor). will handle the railroad coordination regardless of railroad complexities, coordination issues, unique design, accelerated schedules, etc.

VI. Coordination After Let

- A. The EC&SM will coordinate and assign ADU Projects to the appropriate RCPE(s), who will remain actively involved with the Project through the Scope of work/RFP process, design, and after let to construction.

- B. The EC&SM 's assignment of ADU Projects to the appropriate RCPE(s) will be based on the proposed railroad involvement/impacts, i.e., bridges/structures, track, parallel encroachments, utility crossing impacts, drainage impacts, crossing surfaces, at-grade crossings, signal and warning detection devices, etc.
- C. All correspondence, including but not limited to project information, Scope of work/RFP, project notifications, project schedules, etc., sent to the Rail Division for ADU Projects will be transmitted directly to the NCDOT Service Account - Rail Division Railroad Coordination via email at railroad.coordination@ncdot.gov (Attention: Jahmal Pullen).
- D. The RCPE(s) will prepare official responses to the Scope of Work/RFP and coordinate with the appropriate Rail Division Staff prior to final sign-off by the EC&SM.
- E. All responses on ADU Projects will be transmitted by the EC&SM via the NCDOT Service Account - Rail Division Railroad Coordination email at railroad.coordination@ncdot.gov.
- F. The RCPE(s) will follow the ADU Process:
 - a. Review of Scope of Work/RFP
 - b. Provide Rail Division review of Scope of Work/RFP to ADU Staff.
- G. The EC&SM/RCPE/Selected Teams will be responsible for coordinating with the Railroads based on the Projects' railroad involvement/impacts. Temporary grade crossings will not be allowed.
- H. Right of Entry (ROE) Agreements (any impacts to the Railroad Right-of-Way)
 - a. Preconstruction Preliminary Engineering (PE) ROE
The EC&SM/RCPE (on an as-needed basis) shall assist the Selected Teams in obtaining the ROE prior to entering Railroad Right-of-Way (ROW) for preliminary engineering work (i.e., field surveys, drainage/wetland investigations, geotechnical investigations, utility investigations, etc.)
 - b. Construction ROE
The EC&SM/RCPE (on an as-needed basis) shall assist the Selected Teams with the request for ROE from the Railroads upon award of the **LET Package**, and prior to entry into the Railroad ROW.
 - c. The Selected Teams shall maintain a current ROE Agreement with the Railroads during the life of the project and/or as long as access to the Railroad is needed.
 - d. E- Certification
 - i. The Selected Teams shall be responsible for all required Roadway Worker Protection training and certifications.
 - ii. Annual certification is required, by the Contractor, prior to working in the Railroad Right-of-Way (ROW). This requirement will also be part of the **LET Package**.
 - iii. The EC&SM/RCPE can assist in coordinating the E-Certification, if requested by the Design Firm and/or Contractor.

- I. The RCPE/Selected Teams shall be responsible for coordinating with the Railroads to secure all railroad agreements including, but not limited to, the following Agreements:
 - a. Roadway Encroachment (Agreement between NCRR and Rail Division for roadway and/or drainage within NCRR right of way)
 - i. The Rail Division will provide the Selected Teams with copies of draft Roadway and Construction Agreements for submittal to the Railroads, when needed.
 - ii. All agreements, and any modifications thereto, shall include necessary Force Account items including, but not limited to, preliminary engineering, construction engineering, track materials and construction, signal and communications lines, and flagging.
 - b. Storm Water Pipelines (Agreement covering drainage)
 - i. The Selected Teams shall coordinate with the Railroads to obtain any Pipeline Occupancy Agreements for storm drainage pipes located within the Railroad ROW.
 - ii. The Selected Team shall be responsible for coordination of all design and construction details on the Railroad's ROW and shall secure any necessary agreements required by the Rail Division and/or the Railroads.
 - c. Wireline Agreements (Agreement covering overhead utility wires either parallel or perpendicular)
 - i. Prior to any utility installation, removal, or relocation across the Railroads' right of way and/or easements including, but not limited to, pipelines and/or electrical and communication cable routings over or under Railroad-owned facilities, the RCPE/Selected Teams shall coordinate with the Railroads and private utility owners.
 - ii. At a minimum, the Selected Teams shall assist the private utility owners in obtaining the necessary permits and securing the appropriate Wireline/Pipeline Occupancy Agreements in the private utility owner's name.
 - iii. In accordance with the requirements noted herein and the Railroads specifications, the private utility owner(s) will be responsible for all associated fees and providing the necessary insurance coverage.
 - iv. All work associated with any utility installation across the Railroads' ROW and/or easements shall adhere to the Railroads' requirements and specifications.
 - v. Selected Teams shall coordinate the Wireline Agreement if requested, except those being handled by the Transportation Systems Management and Operations Unit. All private sector utility owners will continue to coordinate Wireline Agreements on their own facilities.
 - d. Structure Agreements (Agreement to build/widen/replace and maintain bridge in railroad right of way)

- i. The EC&SM/RCPE will coordinate the Structure Agreements for all ADU Projects.
- e. Modifications
 - i. The Selected Teams shall be responsible for any modifications to these agreements that may be necessary based on their design and/or construction methods.
 - ii. The Rail Division will review all agreement modifications prior to submittal to the Railroads within 14 calendar days of receipt.
- f. Execution
 - i. The Selected Teams shall be responsible for all coordination necessary with the Railroads and the Rail Division to obtain partial execution of the agreements by the Railroads including, but not limited to, all required modifications.
 - ii. Upon receipt of comments from the Railroads for each submittal, the Selected Teams shall schedule a meeting with the Rail Division and other NCDOT staff as appropriate, and Railroad representatives to discuss the Railroads' comments.
 - iii. The Rail Division will handle all negotiations with the Railroads.
 - iv. After all negotiations between the Rail Division and the Railroads have been finalized, and approval obtained by the Board of Transportation, the Selected Teams shall submit partially executed agreements and plans to the Rail Division for final agreement execution by the Rail Division, prior to authorizing railroad work.
 - v. After final execution of the agreements and railroad work is authorized by the Rail Division, the agreements will be distributed by the Rail Division to the Railroads with copies provided to the Selected Teams.
 - vi. The Rail Division will execute and distribute the agreement modifications within 14 calendar days of Board of Transportation approval.
 - vii. The Selected Teams or the Railroads shall not begin any construction work that impacts the Railroads prior to obtaining the final executed agreements.
 - viii. If a modification to an agreement is required, the approval process above shall be adhered to; and the Selected Teams and the Railroad shall not begin any construction work that impacts the Railroads prior to obtaining the final executed modified agreement.
 - ix. The railroad agreements state that the Rail Division will be responsible for payment of the Railroads' Force Account work, the Railroads' expenses, and the Railroads' fees; however, the Selected Teams shall reimburse the Rail Division for these costs, including any overruns.

- x. This reimbursement shall be incidental to the lump sum price bid for the project. Upon request, the Rail Division will provide copies of the Railroads' invoices to the Selected Teams for review.
- xi. The Selected Teams shall have ten (10) days to provide written comments to the ADU, after which the Rail Division will pay the invoice.
- xii. The Selected Teams shall be responsible for maintaining records to verify the invoice items.