



On-Track Safety Request

Instructions: Please fill out Sections 1 and 2 then submit this form, along with a detailed scope of work and plans, to our On-Track Safety Coordinator via email or fax.

On-Track Safety Coordinator

E-Mail:

chrismccrum@carloadexpress.com

Fax: 412.426.4000

Tel: 412.977.8279

Office: 519 Cedar Way
Building 1, Suite 100
Oakmont PA 15139

Fee Structure

Scheduled Requests: \$1,250 within regular hours, 8-hour minimum; \$240 per add'l hr

Emergency Requests: \$2,000 within regular hours, \$2,200 after-hours, 8-hour minimum; \$240 per add'l hr
Please see Page 2 for more information

Completed On-Track Safety Request form must be submitted at least seven (7) days prior to requested Start Date for jobs one week or less in duration; a minimum of fourteen (14) days is required for jobs longer than seven (7) days.

By submitting this form, the applicant acknowledges he/she has read and understands the conditions specified on pages 2-3 and that they are authorized to submit payment for these services.

Section 1: Project Location - To be Completed by Customer

Temp. Entry Permit #:**		City:	
Permit Holder:		County:	
Permit Date:		State:	
Requested Start Date:		Railroad Milepost:	
Duration in Days:		Latitude/Longitude:	
Detailed Description of Work (attach plans):			
Please indicate preferred work site meeting location and daily start time for Railroad flagger			

****Failure to provide the Agreement Number may cause a delay in scheduling.**

Section 2: Billing and Project Contact Information - To be Completed by Customer

Billing Information for Agreement Holder/Project Owner		Project Contact (if different from Billing)	
Contact Name:		Contact Name:	
Company Name:		Company Name:	
Billing Address:		Address:	
Address (2):		Address (2):	
City/State/Zip:		City/State/Zip:	
Phone/Fax:		Phone/Fax:	
Email:		Email:	

On-Track Safety Request – Carload Express, Inc.

On-Track Safety services are required when projects are within close proximity to active rail lines. On-Track Safety can only be performed by qualified Railroad personnel. Conditions when On-Track Safety services are required include:

- An agency, consultant, or contractor is working on, near, or adjacent to active railroad tracks
- An outside party is using railroad property or performing operations that may affect railroad property or facilities
- Work outside railroad property that could impact Railroad property or operations
- Off-highway construction equipment is crossing the railroad at a private or public crossing
- Oversized equipment or highway vehicles are crossing the railroad at a private or public crossing

On-Track Safety services may only be performed by qualified Railroad employees who are; (i) trained in the proper procedures related to rail operations and safety requirements, (ii) familiar with rail operations and procedures in a project area, and (iii) able to communicate directly with Railroad dispatching personnel and train crews. Depending on the current schedule of projects and/or your project scope, it may take 30 or more days to secure a railroad representative to provide On-Track Safety. If it is necessary for Railroad to seek additional resources to meet project requirements, Railroad shall not be liable for the cost of delays attributable to obtaining such service.

All work within the rail corridor must meet Railroad Design and Construction (D&C) Specifications.

IMPORTANT INFORMATION: The Railroad Representative cost is based on average cost for 8 hours minimum regular time on Railroad work days (weekdays), which *includes* two hours reserved for travel time. Overtime rates will apply for hours beyond 8 hours per day, or weekend work days. Inspection costs will include inspector's project time, travel time, expenses, per diem, project scheduling cost, means and methods review, coordination, and general account administration. Other railroad costs may include signal locates, material, rental equipment, burden and tax. The above costs are estimates only.

In the event local On-Track Safety services are not available at the time of your request, qualified resources from outside the geographical area of your project may be assigned an extra cost to the Agreement Holder/Project Owner. The cost of such services vary based on factors including but not limited to: type of project, duration of project, utilization of local or out-of-town flagging personnel, etc.

The Railroad requires that insurance coverage be provided prior to any entry/work activity within the rail corridor. The license agreement defines the requirements in greater detail. As referenced below, please be sure to submit insurance information as required under the Temporary Entry Permit.

INDEMNIFICATION AND INSURANCE: The Applicant agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and permittees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorney's fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this Permit or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the Permit regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents or patrons resulting from Railroad operations at or near the area in which the Permit is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

Railroad does not and will not provide Certificate of Insurance or other insurance-related documentation to Applicant.

ACKNOWLEDGEMENT: Customer has read this Acknowledgment, fully understands its contents, and is signing below freely and voluntarily.

Print Name: _____

Title: _____

Signature: _____

Date: _____

On-Track Safety Request – Carload Express, Inc.

INSTRUCTIONS:

- All information must be TYPED or CLEARLY PRINTED
- **Signature is REQUIRED.**
- **Proof** of insurance as required by Railroad or as indicated in your agreement.
- **Note:** If On-Track Safety protection is required, the average cost is \$1,250.00/per 8-hour day minimum (\$240 per additional hour) plus excess mobilization/travel time and any other incurred expenses. This is not an invoice. A separate invoice for actual costs of On-Track Safety services will be sent to the Licensee or Project Owner upon completion of the project. **(Please note certain projects may require engineering review and the Agreement Holder/ Project Owner will be responsible for all costs associated with this review by the Railroad and/or its Contractors.)**

A Railroad Representative will provide a daily On-Site Job Briefing. At that time, the Railroad Representative will make the determination as to what type of On-Track Safety is required. This may include constant supervision or periodic supervision, either being at the sole discretion of the Railroad Representative.

Submit the form, along with a detailed scope of work and plans, to our On-Track Safety Coordinator via email or fax.

- In the event it is necessary to cancel or re-schedule On-Track Safety services already scheduled, the following notice periods are required **(failure to provide notice as stated shall result in the customer incurring a daily rate charge of \$1,250 On-Track Safety services)**.
- Unpaid balances after 30 days will be charged 1.5% interest, compounded monthly.

COMPLETING THE FORM:

Section 1: Project Location (to be completed by customer)

Temp Entry Permit No.	-	Typically located in the top right corner of the TEP. Failure to provide the Permit Number may cause a delay in scheduling.
Permit Holder:	-	Entity named in TEP. Typically located on page 1.
Permit Date	-	Date TEP executed. Typically located on page 1.
Requested Start Date	-	The day you wish to initiate your work efforts (<i>note: depending on the work to be performed and the duration in days, 30 days advance notice is required</i>)
Duration in Days	-	The number of days you expect your work effort to take place
Scope of Work	-	A summary description of your work effort (<i>note: this information is required in making the decision as to the necessity of On-Track Safety services. Please include your detailed scope of work and plans when submitting the form</i>)
City, County, State	-	Location of the requested work to be performed
Railroad Milepost	-	Typically located on page 1 of the Temporary Entry Permit
Latitude/Longitude	-	GPS coordinates indicating the approximate location of the project.

Section 2: Billing and Project Contact Information (to be completed by customer)

Billing Information for Agreement Holder/Project Owner	-	The agreement holder is the company/individual/municipality who has entered into an agreement with the Railroad for use rail corridor. The fields under this section pertain to the Agreement Holder.
Project Contact (If different from Billing)	-	The Project Contact information should indicate who is performing the work.