

## 6. Railroads

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### 6.1. General

Railroads have operated in Alaska since the first railroad charter was issued in 1827. The two chartered railroads currently operating in Alaska are the Alaska Railroad Corporation (ARRC) and the White Pass & Yukon Route Railroad (WP&YR). In addition, there are industrial tracks on private property that connect to the chartered railroads' primary tracks.

The WP&YR, chartered in 1898, currently runs from the deep water port of Skagway to Carcross, Yukon Territory. The WP&YR is privately owned by ClubLink Enterprises of Toronto, Canada.

The ARRC was chartered in 1903 and operates between Seward and Fairbanks, with additional branch lines to Palmer, Whittier, North Pole, Eielson Air Force Base, the Usibelli Coal Mine in Healy, and the Anchorage and Fairbanks Airports. Originally federally-owned, the ARRC was transferred to the State of Alaska in 1984 by the Alaska Railroad Transfer Act of 1982 (45USC 1201-1214). It operates as a public corporation under the terms of the Alaska Railroad Corporation Act (AS 42.40).

The vast majority of ARRC highway crossings are not subject to a DOT&PF utility permit. The railroad preceded the highway at these locations and is in the position of granting DOT&PF permission to cross their facility, and permit DOT&PF improvements in their right-of-way. In order to facilitate administration and management of these crossings (at-grade and separated) and facilities the ARRC and DOT&PF entered into Public Facilities Master Agreement, Contract No. 9670 (Master Agreement). This agreement covers all crossings and DOT&PF facilities within ARRC rights-of-way in Northern and Central Region. It specifies the rights and responsibilities of each party for construction, maintenance and operation. This is a significant difference between the

ARRC and other utilities. It alters the typical utility permit/utility agreement process in many ways.

### 6.2. Permits Issued by DOT&PF

Where a railroad desires to install facilities in DOT&PF rights-of-way, the permitting process is essentially the same as for any other utility. For the purposes of accommodation and relocation, railroad facilities are treated as utilities. The state regulations and federal codes governing accommodation and relocation of railroads are 17 AAC 15 and 23 CFR 645 and 646, respectively.

The application is submitted on Form 25D-261, "Application for Utility Permit on State Rights-of-Way". Although 17 AAC 15.471 and 17 AAC 15.481 specifically refers to these as "Railroad Permits," they are referred to in this manual as utility permits so as not to confuse them with permits issued by a railroad.

A utility permit is not required for the reconstruction of existing crossings, structures, or other facilities nor is it required for the construction of facilities in areas where the railroad holds a fee title or an easement for railroad purposes.

### 6.3. Temporary Construction Permits and Flag Protection

If the Department proposes to do work in the ARRC right-of-way, from surveying to construction, some form of approval is needed from the ARRC. DOT&PF works with the ARRC to obtain the appropriate permits according to the conditions in the Master Agreement.

A draft temporary construction permit (TCP), or right of entry (ROE) must be obtained by the utility agreement writer for inclusion in the appendix of the Department's project construction contract when a DOT&PF construction project will be impacting ARRC right-of-way. After bid award the contractor shall finish the permit process with the ARRC. No work on ARRC right-of-way can occur until the permit is finalized.

In addition to a permit, if workers or equipment are within 20 feet of the track (the "safety zone") railroad personnel are required to be on site to provide railroad flag protection. Payment for railroad flag protection may be made by the Department or its contractors.

## 6.4. Railroad Agreements

Railroad agreements are a specific type of utility agreement and are addressed in 17 AAC 15.511. The railroad prepares the agreement using their standard agreement language (boiler plate).

Just like standard DOT&PF utility agreements, the railroad agreement establishes the parties responsible for performing and paying for work. It provides a basis for federal, state, and railroad participation in the costs, as appropriate.

The work may be done by railroad forces, by a contract administered by the railroad, or as a bid item under the Department construction contract.

The railroad agreement must include all items required in 17 AAC 15.351, 17 AAC 15.361 and 17 AAC 15.371. The ARRC agreement will include ARRC-provided "Standard Specification for Work on Railroad Property." The specifications should be attached in their entirety as an appendix to the bid documents. The Department cannot modify or edit the specifications without approval from the ARRC.

All railroad agreements must include:

- Scope of work
- A detailed estimate that itemizes labor, equipment and materials quantities and costs (including credits) to the project.
- The method to be used for performing work, by contract or force account.
- The method proposed by the railroad for developing relocation costs that is acceptable to DOT&PF
- Plans
- specifications
- A completion date.

The preferred method for developing relocation costs is on the basis of actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable federal or state regulatory body.

### 6.4.1. Flag Protection Agreements

Flag protection is required whenever workers or equipment may come within 20 feet of the track

regardless of the ownership of the right-of-way. For projects with work within railroad right-of-way this may be the only agreement needed. This agreement is also generated by the railroad and may have project-specific specifications for "Work on Railroad Property" that will be included in the agreement.

### 6.4.2. Railroad Construction and Inspection

Railroad grade crossing surfacing, crossing signals, gates, railroad signal controllers, grade separation structures, or relocation work may be performed by railroad forces, the railroad's contractor, and/or the Department's construction contractor.

When the work is performed by the railroad or its contractor, the DOT&PF regional utility engineer is responsible for inspections.

When the work is performed by the Department's construction contractor, the regional Construction Section is responsible for inspections.

The railroad's inspector is also responsible for inspections in every case.

### 6.4.3. Railroad Reimbursement

The Department will reimburse the railroad for eligible costs incurred in making changes to railroad facilities on projects involving elimination of hazards of railroad-highway crossings and on other projects where the railroad is not required to move or change its facilities at its own cost.

To be eligible for reimbursement, the costs must be:

- For work which is included in an approved railroad agreement; and,
- Incurred subsequent to the date of federal approval of the railroad agreement, when applicable.

## 6.5. Responsibility for Maintenance and Operation of Highway-Railroad Grade Crossings

When railroad crossings are in the DOT&PF right-of-way, the railroad is responsible for maintaining the track bed and rail components and the state property between the track tie ends within the crossing (17 AAC 15.491). The railroad is also responsible for operating and maintaining railroad crossing signals or other protective devices. The Department is responsible for all state property located outside of the

track tie ends and for the structure and approaches (unless otherwise specified in the railroad permit). This separation of responsibilities typically also applies to crossings in ARRC right-of-way.

This boundary between responsibilities is typical to crossings regardless of right-of-way ownership. The right-of-way ownership typically determines which party pays for the operation and maintenance. See the Master Agreement for details.

Where railroad crossings are in ARRC right-of-way, operation and maintenance of highway-railroad crossings and crossing signal systems are performed by the ARRC and paid for by DOT&PF.

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