

Division 57: Work On Railroad Property

57.01 DESCRIPTION:

- A. General: The data given hereinafter is for informational purposes and lists the special requirements for work on railroad property. The City will execute the necessary agreement with the Railroad Company permitting construction on railroad property. A copy of this agreement is included in the contract documents.
- B. Definitions:
 - 1. Railroad: For this project the words "Railroad" or "Railroad Company" shall mean the railroad company named in the aforementioned agreement or their authorized representatives.
 - 2. Storm Drain Pipe & Flared End Section: Division 10
 - 3. Boring: Division 56
- C. Submittals:
 - 1. Shop Drawings and Certificates: As specified in Divisions 10 and 56.
 - 2. Insurance: Prior to construction, the contractor shall submit to the Engineer and the Railroad company evidence of comprehensive General Liability Insurance in the amounts specified in the Railroad agreement.
 - 3. Notice of Start Work: The contractor shall submit written notice to Railroad Company a minimum of seven (7) days prior to starting work on Railroad property and provide copies of notice to the Engineer. The Contractor may not start work however, until he has permission from the Railroad Company to do so.
 - 4. Detail Plans: The contractor shall submit detailed plans as to methods of construction and materials to be employed when working on Railroad Company property. The approval of plans and methods of doing the work by the Engineer or the Railroad Company will not be considered as a release from responsibility for any damage to the Railroad Company by acts of the Contractor or those of his employees.

57.02 QUALITY ASSURANCE:

- A. Source Quality Control: Shop tests shall be performed as specified in the appropriate divisions of these contract documents.
- B. Workmen Qualifications:

The contractor shall use personnel thoroughly trained and experienced in the installation of pipe by boring or similar methods.
- C. Reference Standards:

Work on the Railroad property shall be performed in accordance with the railroad permit agreement and the requirements of American Railway Engineer's Association (AREA) Specifications, Part 5, Pipelines included in these Contract Documents.

57.03 JOB CONDITIONS:

- A. Scheduling:
 - 1. Notify Railroad Company seven days in advance of beginning work on Railroad property.
 - 2. Time Requirements: The Railroad Company reserves the right to designate the acceptable time for constructing the railroad crossing. Boring and jacking operations, once started, must be conducted continuously until completed.

- B. Protection: As specified in Divisions 10 and 56 and such added requirements included herein.
 - 1. The Contractor shall be responsible for providing, installing and maintaining such shoring, sheeting and bracing as may be required by his operation and by the Railroad Company for the protection of tracks and embankments in a safe and satisfactory manner, and to remove and dispose of such protective facilities upon completion of the work.
 - 2. The Railroad Company may require the contractor to furnish temporary track supports. Temporary track supports are normally installed and removed by Railroad Company personnel.
 - 3. Blasting will not be permitted on Railroad Company property.

- C. Requirements of Regulatory Agencies:
 - 1. The City will execute an agreement with the Railroad Company for the work to be carried out on its property. A copy of the application, including the exhibit, for a pipeline crossing under properties and tracks, as submitted by the Engineer, on behalf of the City, and approved by the Railroad Company is included in the contract documents.
 - 2. Materials and methods of construction used on Railroad Company property shall be subject to the approval of the Railroad Company and the Contractor shall at all times conduct his work and operations fully within the Railroad Company's rules, regulations and requirements. Every bidder is required to ascertain from the Railroad Company its rules, regulations and requirements, and what, if any, delays to which he may be subjected. The cost of performing work in accordance with the Railroad Company's rules, regulations and requirements shall be included in the price bid for the applicable bid items.

- D. The Railroad Company reserves the right to employ their personnel and equipment when and where required in the opinion of the Railroad Company or their duly authorized representatives, during the periods the Contractor is working within or adjacent to Railroad property.
 - 1. The Railroad company may require flagmen, or other protective personnel, to be on duty to protect its operation of trains.
 - 2. The Railroad Company may assign its inspectors and/or engineers during the time the Contractor is engaged in construction work on Railroad property for the general inspection of construction operations to insure adherence to Plans and Specifications, and to insure the use of approved construction methods.

3. The Railroad may employ additional forces to repair any damage to Railroad facilities which may be caused by the Contractor's operations. If, during the course of construction, it is necessary to remove and replace track, such work is normally done by Railroad personnel.
 4. All costs to the Railroad in connection with flagging and protective personnel, engineering inspection, removal and replacement of tracks, and repair to Railroad facilities damaged by the Contractor's operations, and all other costs to the Railroad Company, shall be reimbursed by the Contractor.
 5. Due to the above requirement, the Contractor shall maintain a record and file of all Railroad Company personnel participation during his construction operations carried out on Railroad property. Include, as a minimum, the date Railroad Company personnel were present, the number of hours spent on the site and the type of work performed, that is, flagging, inspection, etc.
 6. The City reserves the right to make direct payment to the Railroad Company, if the Contractor does not reimburse the Railroad within 30 days from the date of the invoice, deducting such costs from moneys due or to become due the Contractor. Final payment to the contractor will not be made until the Railroad Company has been reimbursed in full for all their costs in connection with the construction on railroad property.
- E. Insurance Requirements: The Contractor shall meet all insurance requirements as set forth by the City and the Railroad Company in the Railroad agreement.