
WEST CENTRAL OHIO PORT AUTHORITY

INVITATION FOR BIDS

2026 TRACK REHABILITATION PROJECT

April 10, 2026



GENERAL

Bids will be received by the West Central Ohio Port Authority (WESTCO) via email (lagresta@clarkcountyohio.gov) until **Wednesday, June 3rd, 2026 at 10:00 a.m. EST** for railroad track rehabilitation on the Urbana Subdivision (from the Maitland Diamond in Springfield (MP129.3) to MP 121. There will also be work that takes place in WESTCO's Glen Echo Yard. The Urbana Subdivision is operated by the Indiana & Ohio Railway Company (IORY). All work by the contractor must be coordinated with the IORY. The Urbana Subdivision is owned and maintained by the West Central Ohio Port Authority. WESTCO's offices are located at 3130 E. Main Street, Suite 2B, Springfield, Ohio 45505.

SCOPE

The scope of work is described in the Project Scope of Work and Project Specifications. The IORY will make periodic inspections of the work to verify adherence to the plans and specifications as well as adherence to all Genesee and Wyoming safety requirements.

LINE ITEM BID

All bids must be on the WESTCO Bid Proposal form provided. Prices must be submitted for all individual items of this Bidding Proposal in accordance with the project Scope of Work for the WESTCO 2026 Track Rehabilitation Project.

PROJECT SCHEDULE

The Urbana Subdivision is used two to three times/week by the IORY. Service typically occurs on Tuesdays, Thursdays, and Saturdays. This schedule is subject to change depending on freight schedules. The awarded contractor will have uninterrupted work windows, depending on the day of the week. Freight has the priority for track time. If clearing the track is necessary, the contractor will need to make sure that the track is passable and that all equipment and crews reach a safe tie down/siding location until the train traffic passes. The awarded contractor will work with the IORY railroad in advance to learn upcoming freight schedules so that the contractor can make the best use of their time while on the track.

It is envisioned that the "Notice-to-Proceed" will be issued on or about June 18, 2026 upon execution of the contract. Actual track time must be arranged with the IORY. **All work should be completed by December 31, 2026** unless interim progress is approved by WESTCO.

BID INFORMATION

Bids will be received for this project until **Wednesday, June 3rd, 2026 at 10:00 a.m. EST**. Bids must be emailed to Louis Agresta at lagresta@clarkcountyohio.gov. After emailing your bid please confirm that the bid has been received by WESTCO. **No late bids will be accepted out of fairness to bidding contractors.**

All Bids must be made on the required Bid form. The Bid form must be fully completed and executed when submitted. Any Bid may be withdrawn before the above scheduled time for the opening of Bids or authorized postponement thereof.

Bids must be accompanied by a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be in the full amount of the bid. The bond must be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Bid security furnished in the form of a certified check or cashier's check, shall be equal to 10% of the bid. Checks should be made payable to the West Central Ohio Port Authority. **Failure to submit a proper Bid Guaranty automatically invalidates**

the bid.

Each bid shall include:

- Bid Proposal Form (signed)
- Bid Guaranty
- Bidder's Non Collusion Bid Affidavit (signed and notarized)
- Bidder's Personal Property Tax Statement (signed and notarized)
- GWI Code of Ethics and Conduct (signed)
- GWI Contractor Safety Rules (signed)

Each Bid must be fully executed and complete with the above items to be considered by WESTCO.

BID OPENING

Bids will be viewed by WESTCO on **Wednesday, June 3rd, 2026 at 10:05 a.m. EST**. If you would like to see the bids being viewed via Microsoft Teams, please email Louis Agresta for the Teams link. The link will only be sent out if it is requested.

WESTCO reserves the right to reject any Bid if WESTCO, after investigation, is not satisfied the Bidder is properly qualified to carry out the obligation of the Agreement and to complete the work contemplated. Bidders, subcontractors or suppliers that are debarred from participating on state-assisted contracts will be disqualified.

PRE-BID MEETING (Non-mandatory)

To assist all potential Bidders on this project, WESTCO will hold a non-mandatory pre-bid conference call on **Thursday, May 14, 2026 at 10:00 am EST**. Call in details (Microsoft Teams) will be made available to the planholder list in advance of the pre-bid conference. Pre bid conference call details can also be requested by emailing Louis Agresta at lagresta@clarkcountyohio.gov

CONTRACT AWARD

It is anticipated that the project will be awarded on Thursday, June 18, 2026 at the WESTCO Board Meeting to the lowest responsive qualified Bidder as determined by WESTCO, unless extended by WESTCO.

PERFORMANCE and PAYMENT BONDS

The successful Bidder will be required to furnish Performance and Payment Bonds in amounts equal to one hundred percent (100%) of the project price, said Bonds to be issued by a responsible surety approved by WESTCO, and shall guarantee the prompt payment for all materials and labor and protect and hold harmless WESTCO and the IORY and its affiliates and each of their officers, directors, employees and agents from claims and damages of any kind caused by the operation of the Contractor or his subcontractors.

The successful bidder to whom the Project is awarded will be required to execute a contract and obtain the Performance Bonds and Payment Bonds within seven (7) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract. In case of failure of Bidder to execute the Contract, WESTCO may consider the Bidder in default.

WESTCO, within three (3) days of receipt of acceptable Performance Bond, Payment Bond and

Contract signed by the party to whom the Project was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract. Should WESTCO not execute the Contract within such period, the successful bidder may, by Written Notice withdraw his/her/its signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by WESTCO.

The Notice to Proceed is proposed to be issued on or about June 18, 2026. Should there be reasons why the Notice to Proceed cannot be issued; the time may be extended by mutual agreement between WESTCO and the Contractor.

TAXES

WESTCO is exempt from all Federal, State and local sales and/or excise taxes.

PAYMENT to the CONTRACTOR

Payment to Contractor will be made by WESTCO within thirty (30) days of receipt of proper invoice and acceptance of the work by the IORY.

INSURANCE

The Contractor, at his/her/its own cost and expense, shall have procured prior to commencement of any work under this contract, and shall maintain in full force and effect until all work has been completed and accepted, and shall require all subcontractors likewise to procure and maintain, unless they shall be covered by Contractor's policies, insurance of the following kinds and minimum amounts:

1. Workmen's Compensation Insurance, which fully meets the requirements of any Workmen's Compensation Law in force at the place where the work is to be performed. The Certificate must contain a specific waiver of the Insurance Company's Subordination rights against WESTCO and the IORY.
2. Commercial General Liability insurance covering liability, including but not limited to Public Liability, Personal Injury and Property Damage, with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Where explosion, collapse, or underground hazards are involved, the X, C and U exclusions must be removed from the policy.
3. Automobile Liability insurance, including bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent.
4. Railroad protective liability insurance covering all of the liability assumed by the Contractor under the provisions of this Agreement with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Said railroad protective liability insurance policy shall also name WESTCO and the IORY additional named insureds."

All insurance shall be placed with insurance companies licensed to do business in the States in which the work is to be performed, and with a current Best's insurance guide rating of A and Class X, or better.

If any work is to be performed within fifty (50) feet of a railroad track, then insurance must provide for coverage of incidents occurring within fifty (50) feet of a railroad track, and any provision to the contrary in the insurance policy must be specifically deleted.

Railroad Right of Entry Permit

Any entry or construction activities on railroad right of way must be authorized by the railroad in writing. Written authorization is obtained through a Right of Entry Permit or Contractor Occupancy/Access Agreement. The application is accessible via the link provided on the Genesee & Wyoming Real Estate page found below:

http://www.gwrr.com/real_estate/accessing_property

AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation)

STATE OF _____

COUNTY OF _____:

_____, being duly sworn, deposes and says that he is Secretary of _____, a Corporation organized and existing under and by virtue of the laws of the State of _____, and having its principal office at

(Number and Street) (City)

(Name of County) (State)

Affiant further says that _____ the corporation is
duly
(Name of Officer) (Title)

authorized to sign the Contract for the Construction of WESTCO 2026 Track Rehabilitation Project for said Corporation by virtue of

(State whether a provision of by-laws or a resolution of the Board of Directors.)

(If by resolution, give date of adoption.)

(Signature)

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public in and for _____

CERTIFIED CHECK DOCUMENT

Accompanying this proposal is a bond for _____
(\$ _____) Dollars, and it is agreed that if this proposal is accepted and the undersigned fail to enter into a contract and give satisfactory bond within ten (10) days after such acceptance, the said bond or certified check shall be forfeited to WESTCO, as liquidated damages.

The signers of this proposal, if not a corporation, are citizens of the United States.

THE FULL name of all persons, parties, or corporations interested in the foregoing bid as principals are as follows:

BID GUARANTY AND CONTRACT BOND

(Not to be filled out if a certified check, cashier's check or letter of credit is submitted)

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, _____

(Name and Address)

as Principal, and _____,

(Name of Surety)

as sureties, are held and firmly bound unto West Central Ohio Port Authority, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____, 2026, to undertake the project known as: WESTCO 2026 Track Rehabilitation Project.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above the Obligee, which are accepted by the Obligee. In no case shall the penal sum _____ exceed the amount of _____ dollars (\$ _____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage amount is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the new costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, than this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein, and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and

bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agree and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety of this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2026.

PRINCIPAL:

By:

TITLE:

SURETY:

BY:

(Attorney-in-fact)

SURETY COMPANY ADDRESS:

Street

City

State

SURETY AGENT'S ADDRESS:

Agency's Name

Street

City/State/Zip

PERSONAL PROPERTY TAX STATEMENT

State of _____

County of _____

I, _____, having been duly sworn, state that I am competent to testify to the following:

(Complete Applicable Statement)

() On _____, I submitted a proposal or bid to the West Central Ohio Port Authority to provide the authority with _____

_____.

On said date, my firm owed no personal property tax to Clark or Fayette County, Ohio taxing districts, and, after checking with said districts, I have personal knowledge that I have not been charged with having any delinquent property tax owed to said districts.

() On _____, I submitted a proposal or bid to the West Central Ohio Port Authority to provide the authority with _____

_____.

My firm is presently delinquent in the payment of personal property tax to Clark or Champaign County, Ohio taxing districts, and after checking with said districts, I have personal knowledge that my firm's name appears on the records on one or more of said districts as delinquent in the payment of personal property taxes as follows: ___owed as delinquent taxes, and _____owed as penalties assessed against said delinquency. As part of the consideration for a contract to perform work, I hereby agree that this form be incorporated into said contract to perform work and further agree that proceeds from said contract shall be paid to the appropriate taxing district(s) in the amount of said delinquent tax and said assessed penalty prior to any payments being made to the proposer, bidder or said person under the contract.

Signed: _____
Proposer/Bidder

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, 20__.

(SEAL)

Signed: _____
Notary Public

My commission expires _____.

NON COLLUSION BID AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that he/she
(Name)

is _____ for _____,
(Position) (Name of Company)

the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to secure any advantage against the West Central Ohio Port Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signed: _____
(Affiant)

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____,
20____.

(SEAL) Signed: _____
(Notary Public)

My commission expires _____.

Contracting Policy

The following language shall be added to all WESTCO Invitations to Bid for construction projects where state prevailing wage regulations or federally assisted projects requiring Davis-Bacon wage rates apply:

The WESTCO Board of Directors (Owner) reserves the right to require the following actions:

1. As a condition precedent to contract award after bid, Owner may undertake with the apparent low bidder a "Constructability" and Scope review to verify that bidder included all required work.
2. Owner may require the apparent low bidder whose bid is more than fifteen (15%) below the next lowest bidder shall list three (3) projects that are each within seventy-five percent (75%) of the bid project estimate for similar projects and that were successfully completed by the bidder not more than five (5) years ago. This information shall be provided, if necessary, at the post-bid scope review.

Certifications:

Bidder certifies that Bidder will observe and comply with all provisions of federal and state constitutions, laws, regulations and judicial orders pertaining to nondiscrimination, equal opportunity and disability acts.

Bidder certifies that Bidder will comply with all federal, state and local environmental laws and regulations while in performance of the Contract, including the EEO Contract Compliance provisions.

Bidder certifies compliance with all applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project.

3. Bidder certifies that Bidder will employ supervisory personnel on this project that have three (3) or more years in specific, relevant trade and/or maintain the appropriate state license, if any.
4. Bidder certifies that Bidder has not been penalized or debarred from any public contracts for falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last five (5) years.
5. Bidder certified that Bidder has not been debarred from public contracts or found by the state (after all appeals) to have violated prevailing wage laws more than three times in a two-year period in the last ten (10) years.

6. Bidder certifies that Bidder has implemented an OSHA compliant Safety Program and will provide evidence of such upon request.

7. Bidder certifies that Bidder maintains a substance abuse policy that its personnel are subject to on this project. Bidder will provide this policy or evidence thereof upon request.

WESTCO will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Workplace (DFWP) Discount Program or a similar program approved by the Bureau of Workers' Compensation when its bid is submitted. Furthermore, WESTCO will deny all requests to sublet when the subcontractor does not comply with this provision.

8. For a skilled trade contract (skilled trade contract defined as plumbing, electrical and HVAC) or fire safety contract, Bidder shall be licensed by the State of Ohio or licensed by the State Fire Marshall. Bidder will evidence this by submitting a copy of its license with their bid.

9. Bidder certifies that Bidder's construction license has not been revoked in any state.

10. Bidder certifies that Bidder has no final, non-appealable judgments against it that have not been satisfied at the time of award in the total amount of fifty percent (50%) of the bid amount of this project.

11. Bidder certifies that Bidder will secure any required bonds from a surety licensed to do business in the State of Ohio with an A.M. Best Company rating of at least A.

12. Bidder certifies that Bidder has complied with unemployment and workers' compensation laws for at least the nine months preceding the date of bid submittal.

13. Bidder shall require every subcontractor for a skilled trade contract as defined in paragraph 8 hereof, be licensed by the State of Ohio or licensed by the State Fire Marshal. Bidder shall require each such subcontractor to evidence compliance with the foregoing by submitting a copy of its respective license with their subcontract.

14. Bidder certifies that Bidder does not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating.

The Contractor shall take out and maintain, during the life of this Contract, adequate Worker's Compensation Insurance for all its employees employed at the site of the project and, in case any work is sublet, the Contractor shall require each subcontractor to provide Worker's Compensation Insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

In order to comply with the above requirements, the Contractor shall furnish and attach to each executed copy of the Contract Documents a Worker's Compensation Certificate, signed by the

Ohio Industrial Commission, showing that the Contractor has paid his Industrial Insurance premium.

15. Bidder certifies that Bidder only uses skilled trade personnel trained or enrolled in a state or federally approved apprenticeship program or personnel with five (5) years of experience in the specific trade. Skilled trade is defined as those individuals in mechanical, electrical, plumbing, carpentry, and fire suppression trades.

16. The contractor must not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity. The contractor must not be subject to an unresolved finding for recovery under ORC 9.24.

17. Neither the company, any of its corporate officers, nor any of its owners shall have been convicted of a criminal offense in connection with any public construction contract.

18. Neither the contracting company, corporate officers nor any owners of more than 15% of the company may have been convicted of felony embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion or receiving stolen property within the previous ten years.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, (Name and Address) _____
_____ as

Principal, and (Name of Surety) _____,

as sureties, are hereby held and firmly bound unto the West Central Ohio Port Authority the penal sum of _
(\$_____) Dollars, for the payment of which well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED: This _____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal
did on the _____ day of _____, 20__ , enter into a Contract with the West Central Ohio
Port Authority (WESTCO), which said Contract is made a part of this bond the same as though set forth
herein.

NOW, if the said _____ shall well and faithfully do and perform
the things agreed by _____ to be done and performed according to
the terms of said Contract, and shall pay all lawful claims of subcontractors, material men, and laborers for
labor performed and materials furnished in the carrying forward, performing or completing of said Contract,
we agreeing and assenting that this undertaking shall be for the benefit of any material men, or laborer
having just claim, as well as the Obligee herein; then this obligation shall be void; otherwise, the same shall
remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for
any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

As the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Contract or to the work to be performed thereunder or the specifications
accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice
of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or
to the Specifications.

The foregoing bond is hereby approved:
_____, 20__

I hereby approve the form of the foregoing
contract and bond:
_____, 20__

Principal

By: _____
Surety

By:

Address of Surety

Telephone Number

Nathan Franzen
WESTCO Attorney

**AFFIRMATION OF CONTRACT
AND BONDING BY OWNER
(WESTCO)**

I hereby approve the form of the foregoing Contract and Bond(s), and execution of same.

Type of Bond(s) provided: _____

WESTCO

By: _____

Nathan Franzen
WESTCO Attorney

Notice of Commencement of Public Improvement
Section 1311.252, Ohio Revised Code

Notice is hereby given of the commencement of a public improvement as follows:

1. The public improvement is identified as:

Project Name: WESTCO 2026 Track Rehabilitation Project
Project Number: _____
Location: _____

2. The public authority responsible for the public improvement is:

West Central Ohio Port Authority (hereinafter WESTCO)
Springview Government Center
3130 East Main Street, Suite 2B
Springfield, Ohio 45505

3. The principal contractor and its surety on the public improvement are as follows:

Principal Contractor:	Surety:
_____	_____
_____	_____
_____	_____

4. The date WESTCO first executed a contract with a principal contractor for this public improvement is:

Date

5. The name and address of the representative for WESTCO upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Louis Agresta
West Central Ohio Port Authority
Springview Government Center
3130 East Main Street, Suite 2B
Springfield, Ohio 45505

Sworn and subscribed before me this _____ day of _____, 20____.

Louis Agresta

Notary Public

NOTICE TO PROCEED

PROJECT: WESTCO 2026 Track Rehabilitation Project _____

To: _____

You are hereby notified to commence work within 10 business days from the date of this Notice to Proceed. You are required to complete the work by: December 31, 2025

Return an acknowledged copy of this Notice to Proceed to:

Louis Agresta
Secretary/Treasurer
West Central Ohio Port Authority
Springview Government Center
3130 East Main Street, Suite 2B
Springfield, Ohio 45505

West Central Ohio Port Authority

Date: _____

By: _____
Authorized Representative

RECEIPT OF NOTICE TO PROCEED

Receipt of this Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

Company Name: _____

Signature: _____

Print Name: _____

GENERAL CONDITIONS

- 1) Intent of the Project Documents, Plans and Specifications
 - a. It is the intent of the Project Documents, Plans and Specifications to describe the complete work to be performed under the contract. Except as otherwise provided, the Contractor will furnish all specified materials, supplies, tools, equipment, labor, and supervision necessary for the proper execution and completion of the work. Only the materials furnished by the Contractor will be reimbursed.
- 2) The Contractor will guarantee its workmanship and materials furnished for a period of one year from the date of final project acceptance (date of advertisement of the Notice of Completion).
- 3) Materials will be stacked as directed by the Railroad. Released crossties will be retained by the Contractor. Released timber will be removed from the right-of-way and disposed of in a proper and legal manner. The project will not be considered 100% complete until all Contractor-owned released materials have been removed from the right-of-way.
- 4) Upon completion of the project, and before acceptance and final payment is made, the Contractor will clean the right-of-way, and all ground occupied by the Contractor in connection with the work of all rubbish, debris, materials, and equipment. All work areas will be left in a neat and presentable condition. If areas of the right-of-way are disturbed by the Contractor, the Contractor will restore said areas to proper grade, including ditch lines, and will seed and mulch the areas to provide a permanent stand of grass. The project will not be considered 100% complete until final cleanup is performed.
- 5) The Contractor will furnish the following materials or perform the following work, quantity as per bid sheet.
- 6) No instream work is permitted under this project. No temporary fill may be placed below ordinary high water mark during construction of this project. No equipment may be placed below the ordinary high water mark. If debris enters the waterway during construction, the debris must be removed promptly, utilizing equipment staged above the ordinary high water mark. Tree removals are not permitted under this project.

REHABILITATION WORK

The Contractor's foreman shall be qualified to inspect and supervise track rehabilitation operations in accordance with FRA CFR Title 49 Part 213, 213.7 Track Safety Standards.

2026 Rehab Project- The 2026 Rehab project includes tie (and switch tie) distribution, installation, and disposal, surfacing, ballast, anchors, spikes, bolts, and other misc. track components. The project also involves one crossing rehabilitation. The crossing is at MP 125.98 and is the crossing at West 1st Street. The crossing will be asphalt rail seal.

1. Remove and replace 4,430 ties and dispose of scrap ties
2. Distribute and place 900 tons of ballast.
3. Surface 9 miles of track
4. Remove and Replace 82 switch ties (see switch ties sizes on the following pages).
5. Rehabilitate 32 Track Feet of Crossing (W 1st Street)
6. Install misc. items as needed (plates, spikes, anchors)
7. Various related items per Specifications

*ALL QUANTITIES ARE FOR ESTIMATING PURPOSES ONLY. WESTCO RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES TO FIT WITHIN THE PROJECT BUDGET AT THE UNIT PRICE BID WITHOUT ADDITIONAL COMPENSATION TO THE CONTRACTOR.

GENERAL:**MOBILIZATION AND DEMOBILIZATION**

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, tools, equipment, and materials to the worksite; for the establishment of temporary facilities at the worksite; and for all other work and operations which must be performed or costs which must be incurred prior to beginning work.

Demobilization shall consist of the removal of personnel, tools, equipment, materials, and temporary facilities from the worksite.

Mobilization and Demobilization will be paid for at the Contractor's lump sum bid price, which shall be full compensation for furnishing all labor, equipment, and materials required to complete the project. The Contractor will receive 50 percent of this lump sum pay item with the initial progress payment, and shall receive the balance with the final payment. Payment will not be made for the temporary relocation of personnel, tools, equipment, and materials.

This item shall also include the cost of complying with all local and state requirements and regulations with regard to water quality, erosion control, construction permitting, etc. This work may include, but not necessarily limited to, is the use of silt fences, hay bales, mulches, slope ditches, sediment traps, etc., and will be applicable to the entire project, embankment fill, off-site borrow pits, waste disposal sites, etc.

TRAFFIC AND OPERATIONS

Normal speed is 25 MPH for trains on the Urbana Sub. That speed should be maintained during the project. There are likely to be trains a couple of days/week during this project. The contractor will be expected to coordinate with the IORY during this project for freight schedules. With proper coordination, the contractor will have days with uninterrupted work time.

To coordinate with the Indiana and Ohio Railroad (IORY) please contact Jared Rishel, AVP of Engineering Northern Region, at jrishel@gwrr.com, Stephen Lowe at Stephen.lowe@gwrr.com or Dalton Hammond at dalton.hammond@gwrr.com.

WORK SCHEDULE

Prior to mobilization, an anticipated work schedule will be discussed with WESTCO and the railroad during a pre-construction call. Due to the nature of the proposed work, the Contractor is responsible to coordinate construction activities to avoid conflicts and delays between contractors and subcontractors performing track rehabilitation.

RAILROAD FLAGGING SERVICES

Flagging for this project will be flagged by a third party. Third part flagging typically charges \$110/hour for a normal rate and \$165/hour for an overtime rate. Travel time is billed for the flagger as well.

The Contractor shall COORDINATE with the flagging personnel on any warrants/flagging service requests. Flagging has been intentionally left out of the bid document. The contractor shall submit flagging costs (with documentation) to WESTCO at the conclusion of the project. The costs will be processed via change order and reimbursement will be made to the contractor. Reimbursements will be made at cost and should not be marked up for profit.

TRACK REHABILITATION:

FURNISH, REMOVE AND DISPOSE, AND REPLACE CROSSTIES

This item shall include all material, labor, and equipment required to furnish, remove and dispose, and replace crossties. This item includes confirming the marked crossties per IORY marking, spreading or removing existing anchors, removing marked crossties, the proper disposal of scrap crossties (per G&W Environmental Policy), furnishing and installing new crossties, installing existing tie plates and furnishing necessary replacement tie plates, furnishing and installing new spikes, adjusting or reinstalling existing anchors, tamping the tie, dressing ballast and cleanup of old materials. A tie gang consist must be included as part of the bid along with a projected schedule. At minimum, tie gang shall have a pup tamper and ballast regulator and shall be capable of installing at least 500 ties/day.

REMOVE AND DISPOSE OF EXISTING CROSSTIES

- 1) Tie Markings – The IORY will mark all crossties to be replaced. Ties will be marked with orange, white or yellow paint either between the centerline of the tie or the right tie plate in the direction that the team is projected to work.
- 2) The CONTRACTOR is responsible for the proper disposal of all non-metal materials removed from the track during the timbering operation. Old ties and track material released from timbering will be stacked to facilitate removal. Walkways and ditches must be kept clear. Do not place material beneath overhead wire lines. Crossties shall not be stacked in such a manner to block sight lines at crossings.
- 3) Any contracted service involving the replacement or removal of Spent Cross Ties shall provide disposal tickets or an invoice indicating the number of Spent Cross Ties handled, method of disposal, and the address and contact information for the Certified Disposal Facility. Spent Cross Ties may only be disposed of in a “Certified Disposal Facility”, which means in either a certified construction or demolition debris landfills or via incineration at a state or locally certified facility.

FURNISH AND INSTALL NEW CROSSTIES

- 1) Crossties and all other associated material will be supplied by, unloaded and distributed by the CONTRACTOR. Crossties shall be treated per A.W.P.A. Manual C-6 and will conform to AREMA Chapter 30. All ties shall be free from any defects that might impair their strength or durability as crossties, such as decay, large splits, large shakes, slanting grain or large or numerous holes or knots. Mainline crossties shall be 7 inch Industrial Grade ties (6"x8x8'5" HW IGs or better).
- 2) CONTRACTOR is to return the track to a safe operating condition meeting or exceeding applicable FRA allowable specifications each night. The CONTRACTOR is responsible to ensure that the track meets the above specifications at the end of each work day.
- 3) Track ties will be installed square to the rails.

- 4) Tie plates will be positioned so the field side shoulder bears evenly against the base of the rail and centered on the top of the tie.
- 5) Timber will be spiked to existing track gage if not greater than 56-3/4 inches. If track gage is greater than 56-3/4 inches, new tie and adjacent ties also will be gaged to 56-1/2" uniformly. Approved liquid tie plugging compound such as Spikefast shall be used to plug all existing holes
- 6) The tie spiking pattern GWI Standard Plan ES8050.1 (Latest Revision) is required for use in this project. Care must be taken to ensure that all new and existing ties are spiked to standard at the time of installation.
- 7) After tie installation, all new ties shall be thoroughly tamped with an on-track 16- tool vibratory squeeze tamping machine and ballast section restored with the ballast regulator at the end of each day prior to placing track back in service.

FURNISH AND INSTALL RAIL ANCHORS

This item shall include all material, labor, and equipment required to furnish and install rail anchors. Anchor application will be completed behind tie installation but ahead of track surfacing. Rail anchors shall be drive on, of approved design, conforming to AREMA recommendation found in Chapter 5, Part 7. New anchors shall be used. All track in the program limits must meet the anchor pattern shown in GWI Standard Plan ES8050.1 (Latest Revision).

Crossing Rehabilitations at MP 125.98

This item shall include all material, labor, and equipment required to rehabilitate the subject crossing. The contractor will be required to field verify materials needed and measurements.

Switch Ties

This item shall include all material, labor, and equipment required to install 82 switch ties for this project. The table below shows the switch tie size and the number needed for this project.

T&S Sw Ties MP ID	Switch Tie Length									Totals
	9	10	11	12	13	14	15	16	17	
Glen Echo N	4	3	3	6	3	5	1	2		27
Glen Echo S	5	4	5	1	2	3	1	2		23
Glen Echo Lead	3	3	1	0	2	1	2	1		13
Glen Echo X-over	4	5	2	1	2	5	0	0		19
										0
										82

FURNISH AND PLACE BALLAST

CONTRACTOR will be responsible for purchasing, coordinating delivery and placing ballast. The IORY will not provide ballast cars. Cars will need to come from a ballast supplier. CONTRACTOR shall coordinate purchasing and delivery of ballast with the IORY Contact. Ballast will be loaded in one cut of cars Final placement of ballast will be determined by IORY and must be done prior to surfacing of track.

Ballast material shall be limestone, dolomite, or granite material free of loams, dust, or other foreign particles. Material shall be designated as AREMA #4A and approved by

the IORY. All ballast shall be placed before surfacing operations commence.

SURFACING TRACK AND TURNOUTS

SURFACING OPERATION (G&W Standard Specification 500-2)

- 1) The Contractor working in conjunction with WESTCO's representative will determine the amount of track raise. The track raise will be based on the available ballast and the following criteria:
 - a. The minimum height necessary to maintain proper profile, superelevation and standard ballast section.
 - b. Sufficient space under the tie to allow ballast to be inserted and compacted.
- 2) Surfacing shall be done by methods that will prevent undue bending of the rail or straining of the joints. The track shall be initially raised so that a final raise of not less than one inch or more than three inches will be required to bring it to finished surface. All ties that are pulled loose shall be reset to proper position, shall have full bearing against the rail, and be properly secured to the rail. Ties in poor but serviceable condition that are not being replaced shall be secured to the rail to the greatest extent possible with tie plate shoulders and spikes not left under the rail. Reattachment of loose ties shall be incidental to the surfacing pay item. In areas of tie renewal track must be surfaced and roadbed restored within one week of tie renewal.
- 3) In the case of a broken rail or joint bar during the surfacing operation, salvaged, new, or approved relay rail shall replace the existing full section. Temporary joint bars may be necessary to provide train service during work operations and shall be incidental to this bid item.
- 4) Surfacing operations near overhead bridges or at other areas of restrictive clearance must be closely monitored so as to not create a substandard clearance condition.
- 5) Track centers will not be reduced below the minimum route clearance during lining.
- 6) Ballast will be pulled into shy areas as quickly as possible behind the tamping machine and before the end of the workday. Pulling fouled ballast into the ballast section is not permitted.
- 7) The CONTRACTOR will make periodic inspections during ballast regulation operations to ensure that care is being taken to prevent:
 - a. Damage to adjacent facilities.
 - b. Pulling fouled ballast or other undesirable material into road crossings. The regulator should work away from the crossings whenever possible.
 - c. Damaging the rail fastening systems.
- 8) Special care must be taken to ensure that rail anchors within the work area are properly seated against the ties.
- 9) All curves will be pulled to $\frac{3}{4}$ " superelevation. Final copies of any machine generated curve graphs and field marking of curve data shall be provided to WESTCO's representative upon request. Curve data with curve lengths and existing elevations attached.
- 10) Private crossings identified in track chart will be plowed through, lined, surfaced and new ballast will be added. Material that is removed from the existing crossing will be removed or dressed as not to create future drainage issues.
- 11) Bolt Tightening (G&W Standard Specification 500-6) will be completed

behind surfacing work.

- 12) Surfacing will not take place on the Excepted Track section. The expectation is that each tie that is replaced will be spot tamped.

FINISHED TRACK GEOMETRY: An automatic tamper (Jackson 6700, Tamper Mark III or IV or approved equivalent) with liner will be used when surfacing all tracks.

- 1) The curves will be surfaced with appropriate AREMA Specified superelevation so as to provide or maintain a minimum of FRA Class 3 service levels.
- 2) The cross section of dressed ballast after compaction and expected settlement will conform to the IORY standard ballast section attached or will at a minimum have full cribs and shoulders that match the existing ballast section (per Engineer's approval).
- 3) The final track geometry shall be improved to no less than FRA Class 3 track.

INSTALL MISCELLANEOUS TRACK COMPONENTS

REGAGE TRACK

This item shall include all material, labor, and equipment required to adjust track gage. WESTCO's representative in coordination with the CONTRACTOR may discover track gage that is deficient and require adjustment. Re-gaging locations will be field marked by WESTCO or their representative. Track gage will be adjusted in accordance with AREMA specifications and the standard track spiking patterns attached. Associated materials (tie plugs, spikes, anchors, etc.) required to make adjustments to track gage will be incidental to this bid item. Approved liquid tie plugging compound such as Spikefast shall be used to plug all existing holes.

SALVAGEABLE MATERIAL

- 1) OWNER or their representative shall determine which replaced track material is salvageable and which is not salvageable and will so mark the material in the field.
- 2) CONTRACTOR is responsible for all salvageable material which is damaged as a result of CONTRACTOR's operations. CONTRACTOR shall replace all such damaged material with new or used material which is in a condition equal to or better than the originally undamaged salvageable material.
- 3) The non-salvageable material shall become the property of CONTRACTOR and shall be hauled off the site and properly disposed of.

Planned Tie Count/Mile (on the next page) *subject to change and will be verified prior to project start**

Location		Ties/
MP From	MP To	Mile
129	128	500
128	127	500
127	126	500
126	125	500
125	124	500
124	123	500
123	122	500
122	121	500
122.8	123.5	400
		4430



WEST CENTRAL OHIO PORT AUTHORITY

System Map

Legend

- WESTCO Line
- Indiana & Ohio Railway (IORY)
- Class I Rail

Base Bid Form

The awarded bidder, having examined the plans and specifications and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, equipment, tools, supplies, insurance, taxes, materials, and all other necessary incidentals to construct the project in accordance with the Agreement, within the time set forth herein, and at the following unit prices:

IORY Ties/ Surfacing/Crossings:

Bid Item #	Bid Item Description	Bid Quantity	Bid Unit	Unit Price	Total
Labor					
1	Ties (Standard): Distribution, Installation and Disposal	4,430	EA		
2	Switch Tie: Distribution, Installation, and Disposal	82	EA		
3	Crossings	32	TF		
4	Surfacing	9	TM		
Material					
5	6x8x8'5" HW IG's or better	4,430	EA		
6	Spikes (5/8" x 6" Prime) - Ties	322	KG		
7	Plates	443	EA		
8	Anchors	886	EA		
9	Switch Ties	82	EA		
10	Spikes (5/8" x 6" Prime) - Sw. Ties	7	KG		
11	Crossing- Rail Seal	32	TF		
12	Crossing- Asphalt	28.5	NT		
13	Crossing - 7x9x8'6" Prime Ties	20	EA		
14	Crossing- Spikes	4	KG		
15	Crossing- Plates	203	EA		

16	Crossing- Anchors	1,039	EA		
17	Crossing- Ballast	19	NT		
18	Ballast, ODOT #4 Limestone	900	NT		

Notes:

1. Ties

- This project is taking place on the Urbana Subdivision between Springfield and Southern Champaign County.
- Tie quantities outlined on track chart are plan counts not exact counts. Exact counts are to be determined but will equate to the total ties for the project.
- Expect to clear track for trains as noted in the bid document. Tie Up locations include the Glen Echo Yard and sidings near the Glen Echo Yard. Exact Tie Up locations will be discussed on the pre-bid and pre-construction call.

Base Bid REHABILITATION WORK SUMMARY:

Subtotal Rehabilitation Bid (Labor and Materials)	\$ _____
Mobilization and Demobilization	\$ _____
Railroad Flagging	\$ <u>0</u> _____
PERFORMANCE BOND	\$ _____
LABOR AND MATERIAL BOND	\$ _____
RAILROAD PROTECTIVE INSURANCE	\$ _____
GWRR RIGHT-OF-ENTRY PERMIT	\$ _____
TOTAL FOR ALL REHABILITATION ITEMS LISTED ABOVE	\$ _____

(In words)

BIDDER'S NAME: _____

SIGNATURE: _____

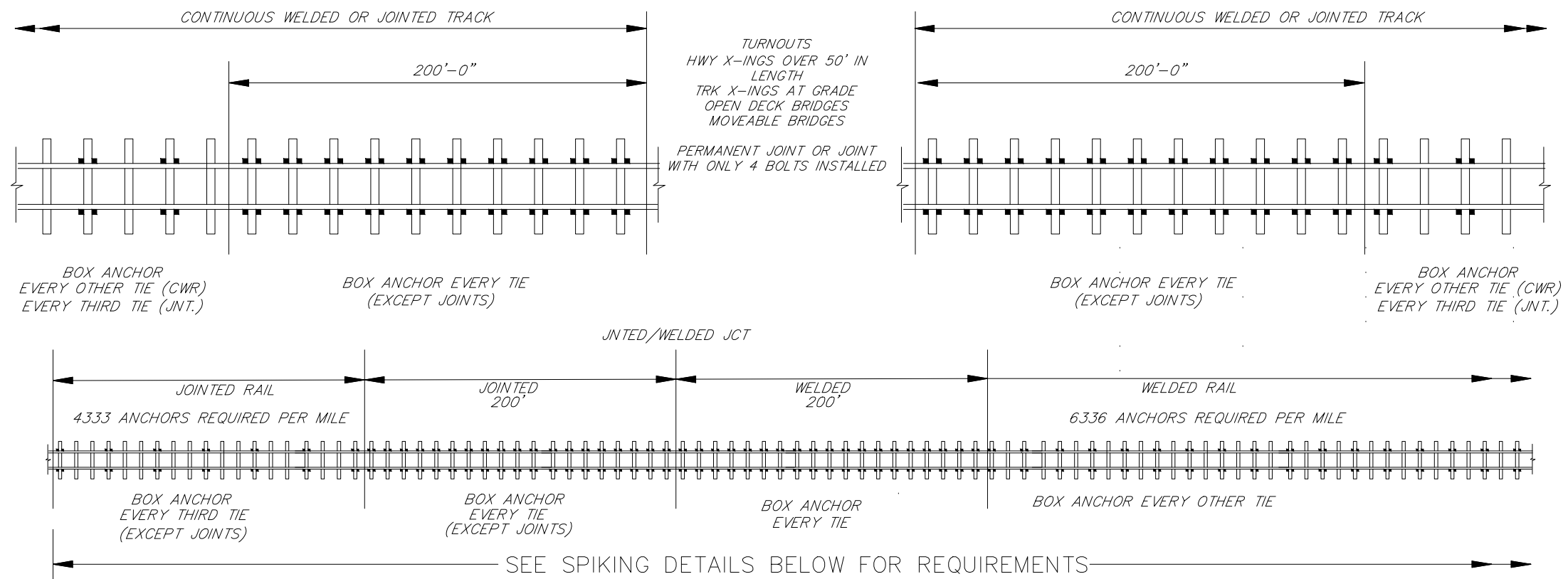
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ADDENDUMS RECEIVED (SIGN WHEN APPLICABLE)

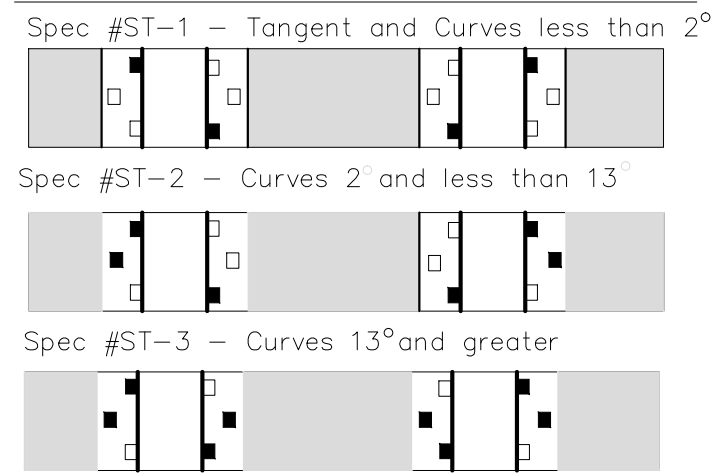
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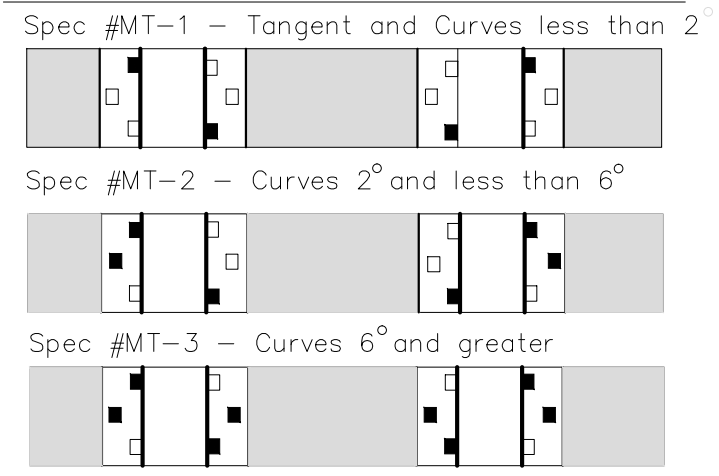
FILE	
ES8050.1	
REVISIONS	
11-15-2010	TJF/XRL
06-28-2011	TJF/XRL
09-06-2013	LSR/GRSI
04-07-2015	AWC/GRSI



SIDE, YARD & INDUSTRY TRACKS
SPIKING PATTERNS



MAIN TRACK & SIDING
SPIKING PATTERNS



If plate configuration does not allow pattern, perform spiking pattern similar to required pattern using the same number of spikes if possible.

NOTES:

- 1) ON JOINTED RAIL ABUTTING A COMPLETED LENGTH OF CONTINUOUS WELDED RAIL (CWR), 200' IN EACH DIRECTION MUST BE FULLY BOX ANCHORED (EXCEPT JOINT TIES) AND THEREAFTER EVERY THIRD TIE MUST BE BOX ANCHORED.
- 2) OTHER REQUIREMENTS MAY APPLY (PROJECT SPECIFIC).
- 3) REQUIRED TIE SPACING IS 19-1/2".
- 4) 80' JOINTED RAIL LENGTHS WILL BE ANCHORED PER CWR STANDARD.
- 5) SPIKE 15 TIES AHEAD OF POINT OF SWITCH:
 - WITH SPIKING PATTERN ST-2 ON YARD TRACKS
 - WITH SPIKING PATTERN MT-2 ON ALL OTHER TRACKS
- 6) OPEN DECK BRIDGES WILL BE BOX ANCHORED ONLY AT TIES THAT ARE HOOK BOLTED TO THE SPAN (GENERALLY EVERY SECOND TIE). SPACING MAY BE EXTENDED TO EVERY THIRD TIE IF REQUIRED TO MATCH HOOK BOLT SPACING.
- 7) ALL TRACKS, WHICH ARE NOT IN COMPLIANCE WITH THIS ANCHORING POLICY, WILL BE BROUGHT UP TO STANDARD DURING THE NEXT RAIL LAYING OPERATION, CURVE PATCH, OR BRIDGE TIMBERING OPERATION. DURING TIMBERING OPERATIONS, MISSING ANCHORS WILL BE REPLACED TO MATCH THE PATTERN CURRENTLY IN THE TRACK.
- 8) SPIKING PATTERN ON OPEN DECK BRIDGES:
 - SPEC #MT-2 – CURVES 2° AND LESS
 - SPEC #MT-3 – CURVES 2° AND OVER
- 9) SPIKING PATTERN IN TURNOUTS:
 - SPEC #MT-1 – TANGENT
 - SPEC #MT-2 – CURVE
- 10) SPIKING PATTERN IN ROAD CROSSINGS AT GRADE:
 - SPEC #MT-1 WITH 1 ADDITIONAL GAGE SIDE HOLDING SPIKE
- 11) ADD ADDITIONAL SPIKES AS NEEDED TO SATISFY LOCAL CONDITIONS.



Issue Date: 06-29-2009 Revised Date: 04-20-2015
 Authorized: *Jamuel L. Roanane*
 VP - ENGINEERING

The material and equipment shown herein must meet or exceed all quality requirements. Any deviation from these standards must be submitted in writing and approved by the VP - Engineering or Regional V.P. - Engineering prior to use.

MISCELLANEOUS

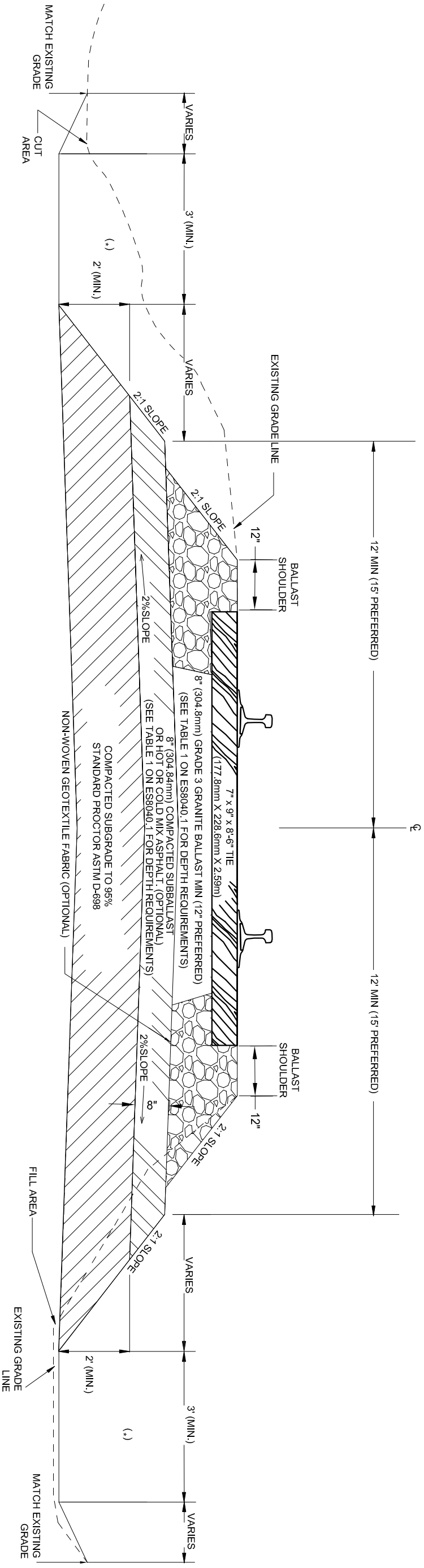
SERIES 8000

TYPICAL TRACK ANCHOR AND SPIKING PATTERNS

ES8050.1

SH. 1 OF 1

FILE
ES8051.1
REVISIONS
11-15-2010 T.J.F./X.R.L.
04-13-2011 T.J.F./X.R.L.
06-28-2011 T.J.F./X.R.L.
05-29-2013 G.R.C./X.R.L.
09-05-2013 G.R.C./X.R.L.
10-15-2013 G.M.R.S./L.S.R.



NOTES:

1. OTHER REQUIREMENTS MAY APPLY (PROJECT SPECIFIC).
 2. TOTAL ROADBED WIDTH = 24' MIN (30' PREFERRED)
 3. BALLAST SHOULDER WIDTH = 12"
 4. SIDE SLOPES MAY BE INCREASED TO 1'-1/2" : 1 IF GEOTECHNICAL CONDITIONS ALLOW
 5. GRANITE BALLAST IS PREFERRED
- LIMESTONE OR OTHER MEETING AREMA SPECIFICATIONS MAY BE SUBSTITUTED WITH APPROVAL OF THE REGIONAL V.P. OF ENGINEERING.

(*) = DITCH REQUIREMENT MAY BE NECESSARY ON EITHER OR BOTH SIDES OF TRACK AS DETERMINED BY DRAINAGE DESIGN. REQUIREMENTS MUST BE BASED ON 100 YEAR STORM EVENT.

GENESE & WYOMING
ENGINEERING DESIGN
STANDARDS REFERENCE MANUAL

Issue Date:	06-29-2009	Revised Date:	10-15-2013
Authorized:	<i>James S. Roman</i>		
	AVP - ENGINEERING DESIGN		

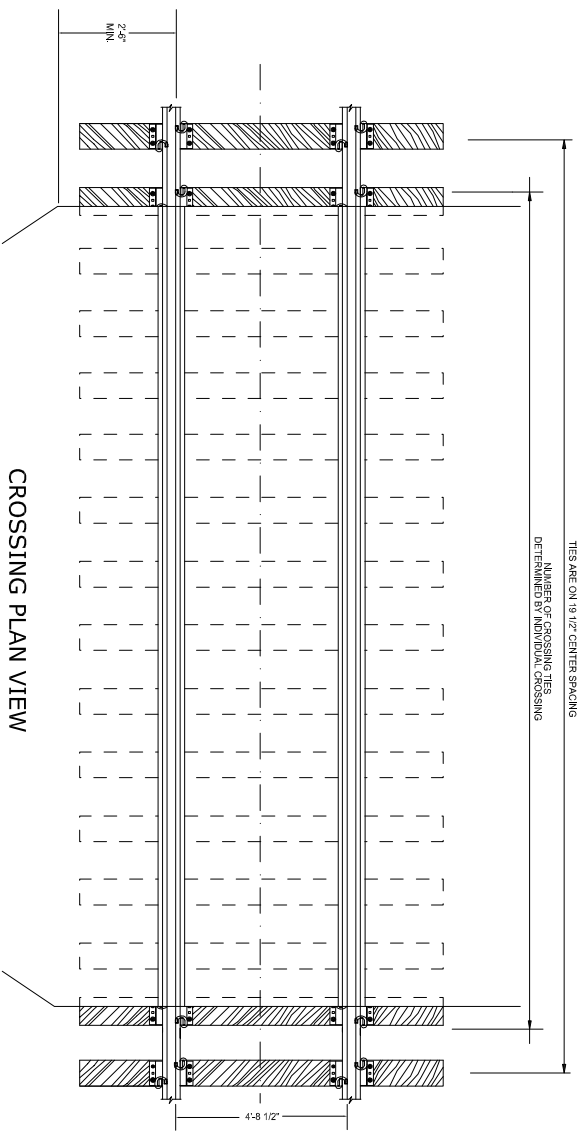
The material and equipment shown herein must meet or exceed all quality requirements. Any deviation from these standards must be submitted in writing and approved by the Regional V.P. of Engineering or AVP-Engineering Design prior to use.

MISCELLANEOUS

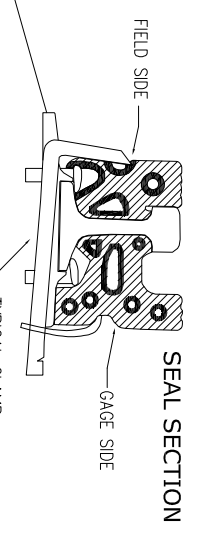
MAINLINE TYPICAL TRACK CROSS SECTION AND SUBGRADE REQUIREMENTS FOR NEW CONSTRUCTION

FILE	ES6005.3
REVISIONS	
10-17-2013	GWRS/LSR

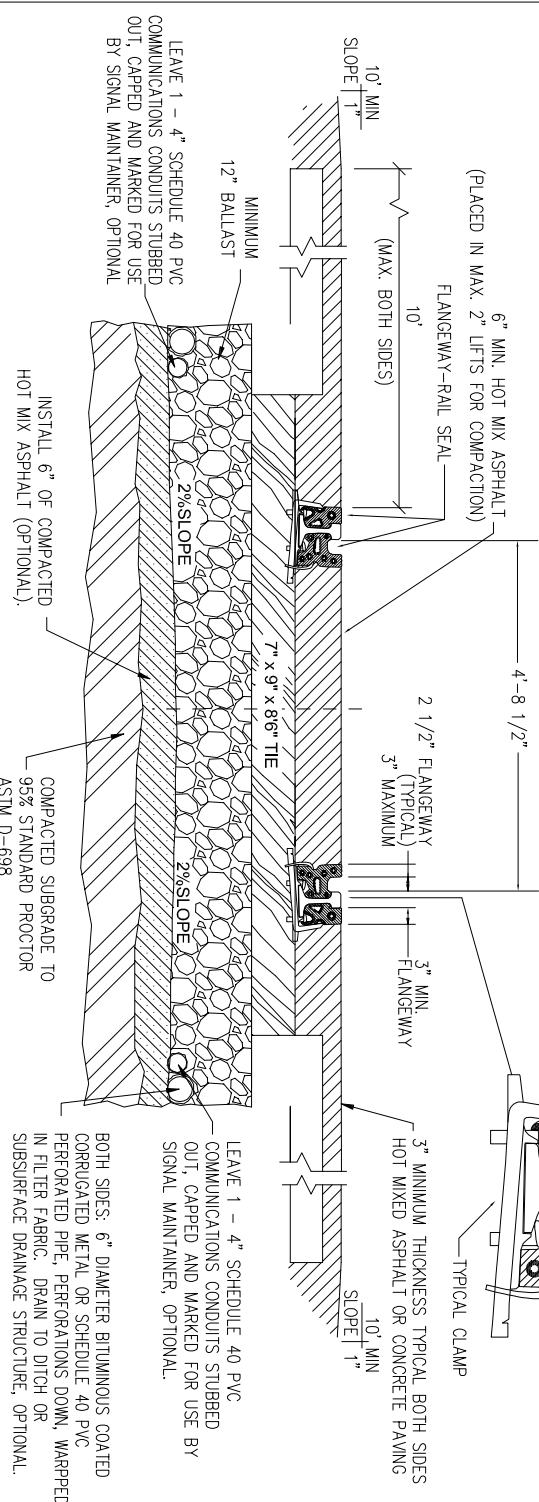
TISS ARE ON 19 1/2" CENTERS SPACING
NUMBER OF CROSSING TIES
DETERMINED BY TYPICAL CROSSING



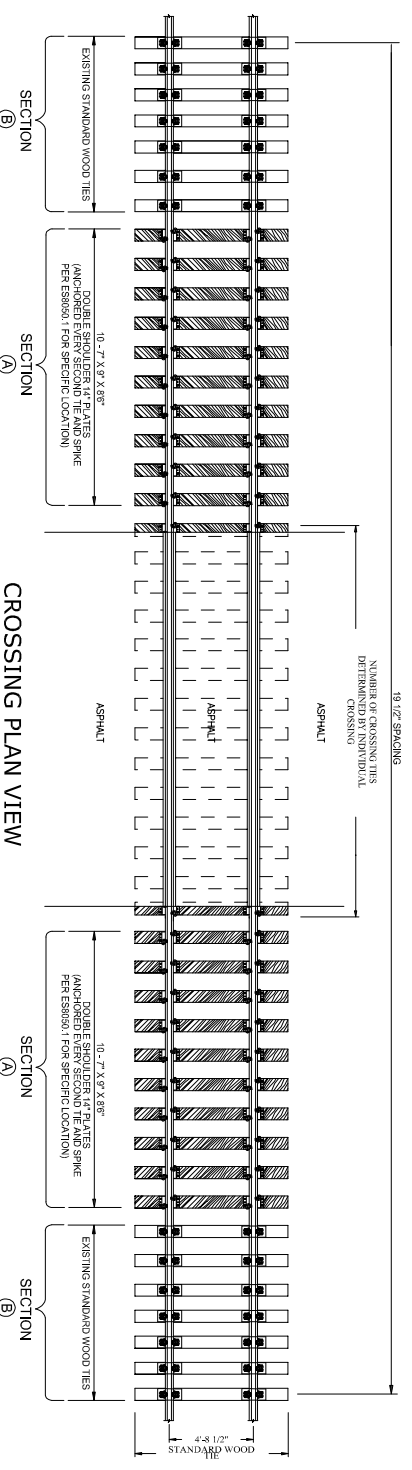
CROSSING PLAN VIEW



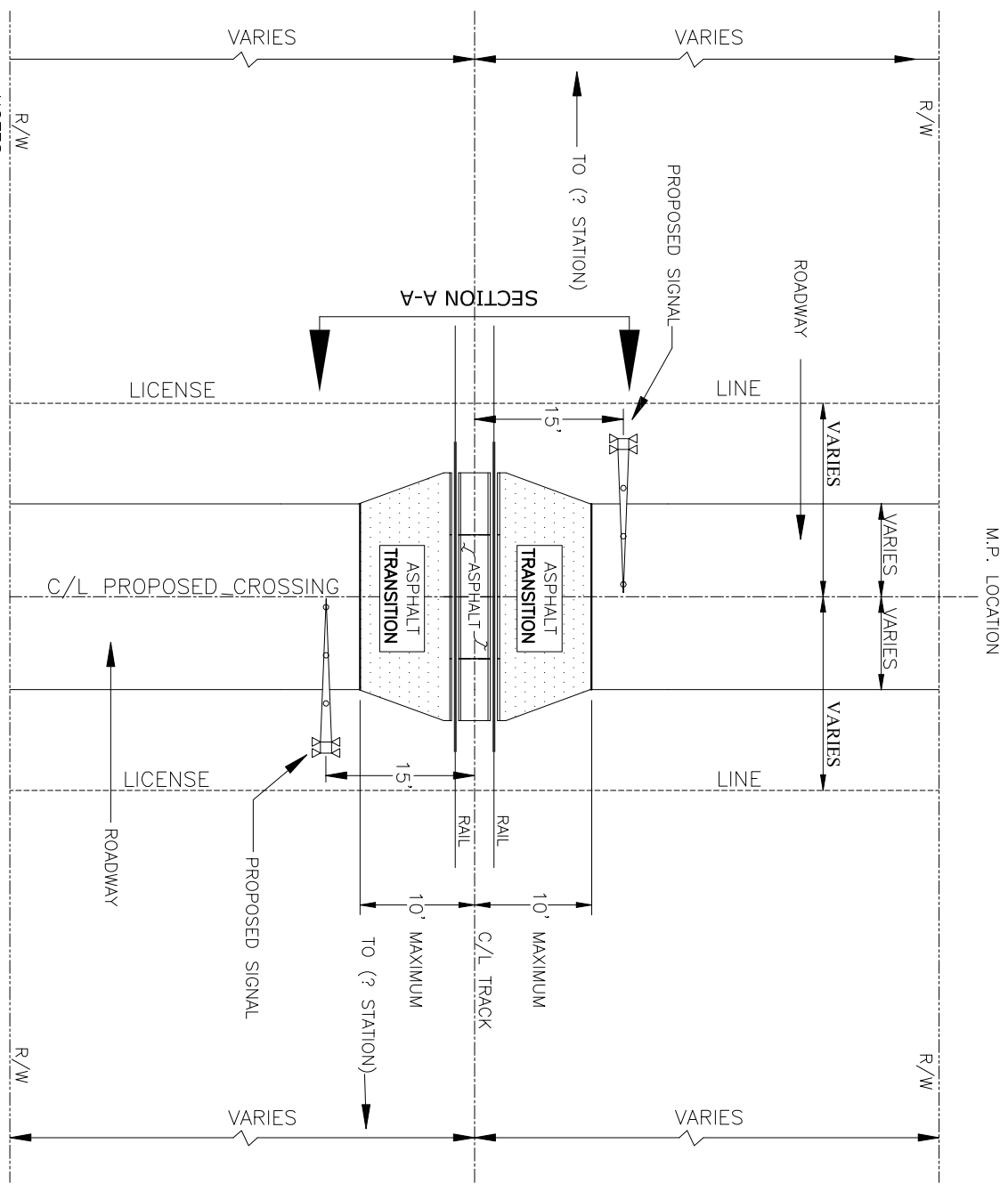
SEAL SECTION



SECTION A-A



CROSSING PLAN VIEW



M.P. LOCATION

NOTES

- CROSSING SITE IS TO BE INSPECTED PRIOR TO START OF INSTALLATION TO DETERMINE THAT PROPER DRAINAGE AND SURFACE SUPPORT IS PROVIDED. TRACK GRADE IS UNIFORM.
 - FOR COMPLETE REMOVAL OF CROSSING & NEW CONSTRUCTION: TRACK STRUCTURE INCLUDING BALL, OTM, BALLAST AND ROADBED MUST BE IN EXCELLENT CONDITION. ALL TIES MUST BE 8" FT. LONG, SPACED AT 19 1/2" CENTERS AND EXTEND 10 TIES BEYOND END OF CROSSING. NEW 7"x9"x8" TIES TO BE INSTALLED IF NECESSARY. IF CONDITIONS WARRANT, SITE TO BE OVER-EXCAVATED AND CROSSING DRAINAGE SYSTEM INSTALLED USING COMPACTED, WELL-GRADED GRANULAR FILL, SUBBALLAST AND PERFORATED DRAINAGE PIPE (IF REQUIRED). INSTALL PER DETAILS OF THIS DRAWING. ADDITIONAL SITE DRAINAGE INCLUDING PROPER DRAINAGE AT EACH OUPRANT OF CROSSING SHALL BE COMPLETED TO ENSURE CROSSING DRAINAGE. SUBBALLAST SECTION TO BE A MINIMUM OF 4" WHEN COMPLETE REMOVAL OF EXISTING CROSSING FOR NEW CONSTRUCTION. SUBBALLAST SECTION TO BE IN ACCORDANCE WITH CONSTRUCTION DESIGN STANDARDS OR AS REQUIRED BY STATE OR LOCAL AGENCIES.
 - IN ALL INSTALLATIONS THE RAIL JOINTS SHOULD FALL OUTSIDE THE CROSSING AREA A MINIMUM OF 25 FEET FROM THE END OF THE CROSSING.
 - USE OF CLAMPS ARE REQUIRED IN EACH THE GRIB WITHIN THE LIMITS OF THE CROSSING. CLAMPS MUST BE ATTACHED PRIOR TO PLACEMENT OF ASPHALTIC CONCRETE (SEE SECTION DETAILS).
 - HOT MIX ASPHALTIC CONCRETE MUST COMPLY WITH STATE D.O.T. SPECIFICATIONS AND BE PLACED IN 2 INCHES MAXIMUM LIFTS. CARE MUST BE TAKEN DURING COMPACTON OF ASPHALT TO PREVENT DAMAGE TO HOLD DOWN CLAMPS OR RUBBER. ASPHALT SHOULD BE ROLLED PARALLEL TO THE RAIL UNTIL THE FINAL LIFT AND COMPACTON. FINAL LIFT OF ASPHALT IS TO BE LEVEL WITH THE TOP OF RAIL FOR 30 INCHES FROM THE FIELD SIDE OF THE RAIL.
 - SLOPE EDGE OF PAVING TO RETURN TO ORIGINAL EDGE OF PAVING ALIGNMENT. LENGTH OF TRANSITION WILL DEPEND ON LOCAL CONDITIONS.
 - AT THE TIE-IN POINT WITH THE EXISTING PAVEMENT, THE OLD PAVEMENT MUST BE CUT DOWN A MINIMUM 2" TO ELIMINATE A FEATHER EDGE ON THE NEW PAVEMENT.
 - USE STATE D.O.T. SPECIFICATION FOR THE ASPHALT SPRAY TACK COAT.
 - ENVIRONMENTAL RULES OF THE GOVERNMENT BODY HAVING AUTHORITY WILL BE FOLLOWED WHEN DISPOSING OF THE PAVEMENT REMOVED FROM THE CROSSING.
 - MATERIAL USED ON GAGE SIDE RAIL SEAL SHALL HAVE AN ELECTRICAL RESISTANCE IF A MINIMUM OF 10 MEGOHMS AT 500 VOLTS DC.
 - RAIL SEAL CROSSING AND ASPHALT TO BE INSTALLED IN ACCORDANCE WITH RAIL SEAL MANUFACTURERS SPECIFICATIONS.
 - ALL DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY THE REGIONAL V.P. - ENGINEERING OR THE AP-ENGINEERING DESIGN.
- ORDERING NOTE:
1. RUBBER RAIL SEAL CROSSING SECTIONS ARE TO BE ORDERED BY "TRACK FEET" IN 16-0" INCREMENTS.
EACH 16-0" INCREMENT WILL INCLUDE (2) GAGE & (2) FIELD SIDE RAIL SEAL SECTIONS. (20) CLAMPS & ANY REQUIRED HARDWARE TO CONNECT THE SECTIONS TOGETHER.
- GENERAL NOTES
1. NO WORK WILL BE PERMITTED ON RAILROAD RIGHT-OF-WAY WITHOUT A FLAGMAN.



Issue Date: 06-05-2012
Revised Date: 10/17/2013
Authorized: *James & Francis*
AVP - ENGINEERING DESIGN

The material and equipment shown herein must meet or exceed all quality requirements. Any deviation from these standards must be submitted in writing and approved by the AVP - Engineering Design or Regional V.P. - Engineering prior to use.

TIES & ROAD CROSSINGS

**TYPICAL X-ING PLAN & SECTION VIEWS
PUBLIC OR PRIVATE CROSSING
(RUBBER FLANGEWAY-RAIL SEAL)**

ES6005.3
SH. 1 OF 1

Section 500-5
Contract Specifications for
Road Crossing Construction and Installation

1. Work Included

Furnish all supervision, labor, materials not furnished by Railroad (see 3a), equipment, transportation and incidentals necessary to construct and install road crossings as per the specifications outlined in Item 6 below.

2. Measurement and Payment

- a. Measurement and payment for constructing and installing road crossings will be made at the bid unit price per “track feet” as specified in Bid Form “A”. The bid price shall include, but will not be limited to, transportation, labor, tools equipment, supervision, and any other incidentals necessary to accomplish to work.

3. Materials

- a. Unless otherwise agreed upon in the quotation and contract, materials to be installed under this contract shall be provided by the Railroad. Rail should be New 115# or greater, but no more than one rail size above the existing rail in the approach to the grade crossing. If the rail in the approach to the grade crossing is smaller than 100#, buffer rails will be required to transition to the new rail.
- b. Contractor to supply railroad ballast
- c. Contractor to provide Hot Mix Asphalt (HMA) and unless otherwise agreed upon in the quotation and contract, other materials to be installed under this contract shall be provided by the Railroad. HMA shall conform to the project State Department of Transportation Standards Specifications. HMA mix design shall be submitted to the Engineer (Regional V.P. – Engineering or designee) for review and approval prior to HMA placement.
- d. Materials damaged or broken due to the Contractor's negligence shall be replaced by the Railroad, at the Contractor's sole expense. The Contractor will have deducted from his invoice any costs for material replaced by the Railroad due to the Contractor's negligence, misuse or loss of materials provided earlier by the Railroad. The Contractor will be billed for the actual costs plus additives incurred by the Railroad for the replacement material.
- e. If HMA is not available due to climate or season, the use of Cold Mix Asphalt must be requested at least two weeks advance and approved by the Engineer in writing.

4. Equipment

- a. All equipment necessary for the rehabilitation of the track, or any incidental work related thereto, under this Section will be furnished by the Contractor, at no cost to the Railroad.
- b. The contractor is solely responsible for the security of any equipment stored on railroad property during the performance of this contract.

- c. All equipment must meet the requirements of CFR Title 49, Part 214 D – On-Track Roadway Maintenance Machines and Hi-Rail Vehicles.

5. Execution

- a. Contractor shall be required to perform the work at all times under the supervision of a qualified superintendent, or general foremen experienced in railroad track construction and rehabilitation. All track rehabilitation shall be performed by foremen and laborers experienced in railroad track rehabilitation. Supervisors and laborers not qualified to rehabilitate the railroad track will be removed and replaced by qualified personnel when requested by the Engineer, at his sole discretion.
- b. The Contractor shall exercise care in his progression of work under this Contract to avoid and prevent damage to adjacent structures and facilities, including, but not limited to, existing pavements, pavement bases, drainage structures, railroad signal appliances, cables and wires, light poles, fire hydrants, utilities and buildings. The contractor is responsible for contacting the “Call Before You Dig” center for the project area and having utilities marked in the project area.
- c. The Contractor shall perform his work under this Section in accordance with these Specifications and in a manner that is consistent with track rehabilitation as is standard in the Railroad Industry among Class I Railroads in the continental United States. If the Contractor should find any omissions or items for which he desires clarification, it shall be his sole responsibility to address these items to the Engineer.

6. Constructing and Installing Road Crossings

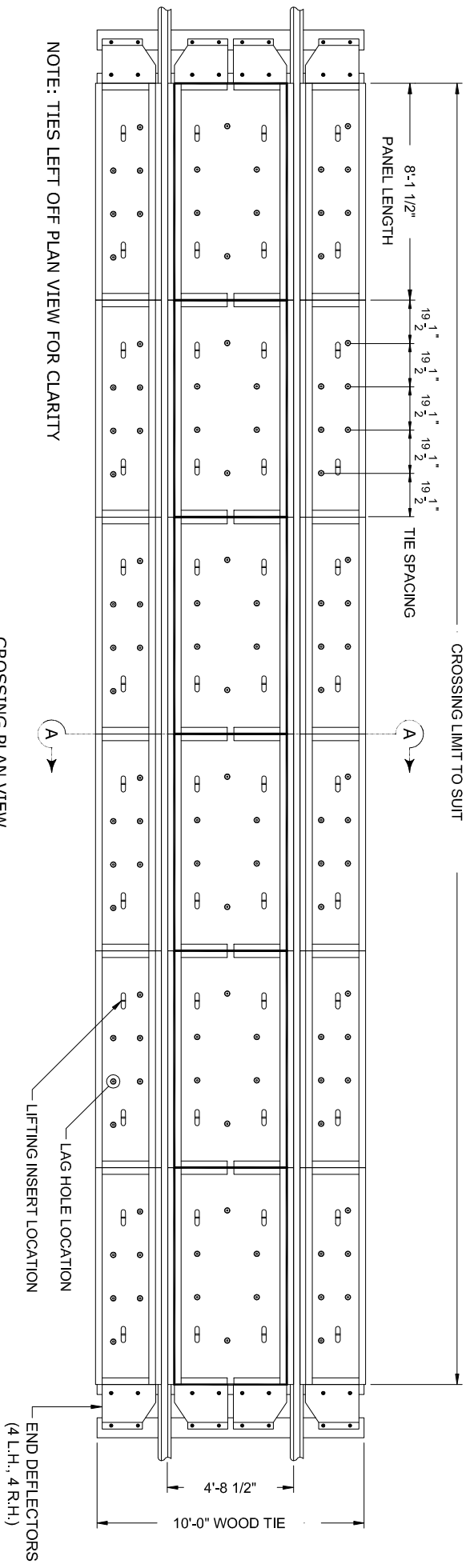
- a. Reference stake the existing alignment and profile. Re-stake new top of rail profile as necessary to match adjacent existing track and/or street elevation.
- b. Saw cut asphalt a minimum of 7' each side of the track centerline to facilitate the installation of 10' ties and paving the approaches.
- c. Remove existing track to a minimum of 10' past each end of the crossing. Asphalt and ties to be disposed of offsite by the contractor. Ties, crossing material (including asphalt), and OTM to be properly disposed of offsite by contractor. The Engineer may specify material (ties and OTM) to be kept for re-use. Contractor will deliver this material to a location specified by the Engineer. All scrap material must be properly disposed of. Scrap ties and other creosoted material must be disposed of in compliance with the G&W Crosstie Disposal Policy. The area around the grade crossing will be graded and dressed to provide a smooth and properly draining surface.
- d. Excavate to a depth that will allow for a minimum of 8" of Railroad grade crushed rock ballast. Disturbed subgrade must be compacted with at least a plate compactor or vibratory tamper type compactor to achieve at least 95 percent of its maximum unit weight. Excavated materials may be spread on the Railroad right of way as permitted by the Engineer, when they will not adversely affect drainage or railroad operations.

Drainage pipe is to be installed as specified by the Engineer and as required in the bid documents. Drainage pipe shall be installed as shown in G&W standard plan ES6006.1. Corners of the road crossing shall be graded to drain away from the track (see standard plan ES8052.1)

- e. Ties should be square to the rail and at the spacing required for the type of crossing panels being installed (manufacturer specifications). Ties shall be spiked with a minimum of 2 rail spikes on the gage side and 1 rail with 1 anchor spike on the field side of the plate. If the spiking pattern for the track adjacent to the road crossing calls for additional spikes, that pattern shall be utilized through the road crossing (see standard plan ES8050.1). All spike holes will be pre-drilled with a 3/8" bit to a depth not to exceed 6". Rail will be box anchored through the entire length of the crossing surface (see standard plan ES8050.1). Rail joints are not allowed within the limits of the crossing surface or closer than 25 feet to the edge of crossing.
 - f. Raise and tamp the track with mechanical means to prevent future settlement. Two tamping passes should be made with a mechanical tamper. Crossing approaches should be tamped and raised as necessary to ensure a uniform runoff (at least 200' each way). Track surfacing and dressing must be performed in compliance with specification 500-2.
 - g. All road crossing rehabilitation in CWR shall be performed in compliance with the G&W Procedures for the Installation, Adjustment, Maintenance and Inspection of CWR (latest revision). The Contractor will be responsible for completing and signing daily, a "Track Disturbance Report." These reports will be filed with the Railroad on a daily basis.
 - h. Install and fasten full depth pre-cast concrete crossing panels in accordance with manufacturer specifications for the full width of the road crossing (see standard plans ES6005.1, ES6005.2, ES6007.1).
 - i. Rail-seal to be installed in accordance with manufacturer specifications (see standard plan ES6005.3).
 - j. Install other crossing surfaces according to (Premier Modular crossings, Composite crossings, full width timer, etc.) manufacturer's instructions.
 - k. Asphalt full depth and compacting in accordance with specifications and G&W Standard Drawings for the full width of the road crossing.
 - l. Contractor to coordinate Road closures with Railroad and the appropriate roadway authority. Contractor to provide all Maintenance of Traffic (MOT). MOT plan and execution must comply with all applicable state DOT specification and requirements and where required must have the approval of the appropriate agency. Contractor is responsible for any permitting required in relation to the MOT.
- 7. Applicable standard plans: ES6005.1, ES6005.2, ES6005.3, ES6006.1, ES6007.1, ES8050.1, ES8052.1.**

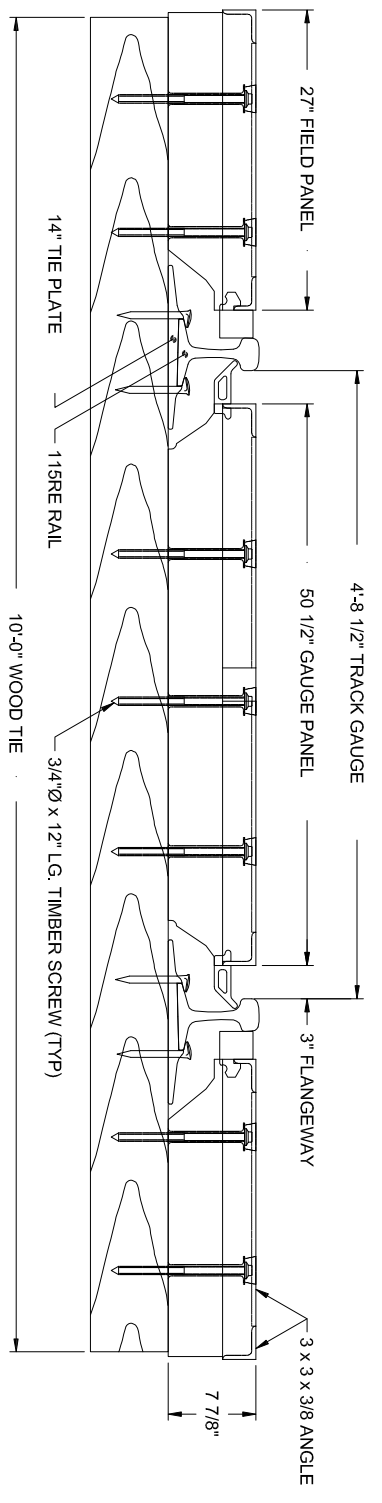
END OF SECTION

FILE
ES6005.1
REVISIONS
10-04-2013 GRSJ/LSR

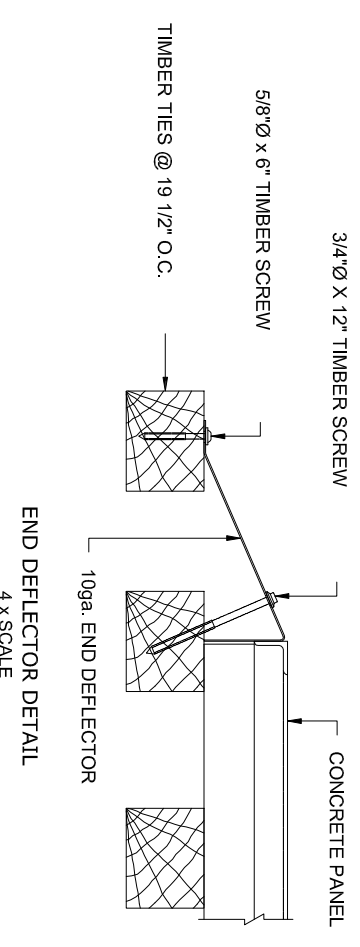


NOTE: TIES LEFT OFF PLAN VIEW FOR CLARITY

CROSSING PLAN VIEW



SECTION A-A
4 x SCALE



END DEFLECTOR DETAIL
4 x SCALE

MATERIAL SPECIFICATIONS:

1. STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36
2. SPECIFICATIONS, WELDING TO BE PER AWS CODE
3. REINFORCING STEEL SHALL CONFORM TO CURRENT ASTM A706, SPECIFICATION, GRADE 60.
4. 3/16" Ø WEEP HOLES SHALL BE PLACED EVERY 2-FT. MIN. ALONG THE TOP OF THE STEEL FRAME ALONG A LINE 3/4" FROM THE OUTSIDE EDGE.
5. CONCRETE MATERIAL MIXING, PLACING AND CURING TO BE IN ACCORDANCE WITH PCI MANUAL FOR QUALITY CONTROL: PRECAST AND PRESTRESSED CONCRETE MANUAL, 115 EDITION 4. CEMENT SHALL HAVE NO MORE THAN 0.6% TOTAL ALKALI CONTENT. MAXIMUM WATER/CEMENT RATIO = 0.44 (BY WEIGHT). AIR ENTRAINMENT = 6%±1% IN PLASTIC CONCRETE SLUMP 8" MAXIMUM.
6. TOP SURFACE SHALL BE NON-TRACED DESIGN AND IS TO BE SEALED TO PREVENT ION MIGRATION DUE TO SALTING.
7. CURATIVE COMPRESSIVE STRENGTH SHALL BE AS FOLLOWS:
 60 DAYS FROM FORMS = 2500psi MINIMUM
 90 DAYS FROM FORMS = 3200psi MINIMUM
 REMOVAL REINFORCEMENT TO MEET AASH TO HS-20 LOADING SPECIFICATION WITH 50% IMPACT INCREMENT.
8. EACH PANEL TO HAVE TWO 2-TON MINIMUM LIFTING HOOKS 1/2" Ø MIN. HOT-DIPPED GALV.
9. ALL EXPOSED SURFACES OF STEEL ANGLE FRAME TO HAVE ONE COAT RUST INHIBITIVE COATING

TOLERANCES:

1. OUT OF SQUARE 3/16" (MEASURED ALONG DIAGONAL)
2. LENGTH, WIDTH, AND THICKNESS: ±1/8"
3. REINFORCEMENT PLACEMENT SHALL BE ±1/2" HORIZONTAL, ±1/4" VERTICAL
4. THE BOTTOM SURFACE, WHICH WILL BE IN CONTACT WITH THE TIES, SHALL NOT UNDULATE IN ANY DIRECTION MORE THAN 3/32"
5. LAG SCREW LOCATION TOLERANCE: ±1/2" IN ANY DIRECTION
6. LIFTING POCKET LOCATION TOLERANCE: ±1" IN ANY DIRECTION
7. RUBBER LENGTH TOLERANCE: +0, -1/8" OF ADJACENT PANEL ENDS.

RUBBER PROPERTIES:

1. TENSILE STRENGTH: 2000psi MINIMUM (ASTM D412)
2. HARDNESS, SHORE A: 65 ± 5 DUREOMETER (ASTM D2240)
3. ELONGATION AT BREAK: 400% MINIMUM (ASTM D412)

NOTE:
Concrete Crossing Panels will be Omni ECR Type or approved equal accepted by the AVP - Engineering Design or Regional V.P. - Engineering. Reference Omni part No. 10-1469-00 ECR



GENESE & WYOMING
ENGINEERING DEPARTMENT
STANDARDS REFERENCE MANUAL

Issue Date: 03-01-2009
Revised Date: 10/04/2013
Authorized: *James & Francis*
AVP - ENGINEERING DESIGN

The material and equipment shown herein must meet or exceed all quality requirements. Any deviation from these standards must be submitted in writing and approved by the AVP - Engineering Design or the Regional V.P. - Engineering prior to use.

Ties & Road Crossing
SERIES 6000

TYPICAL XING PLAN & SECTION VIEWS
115RE RAIL, 10' TIMBER TIES,
8-11/2" PANEL LENGTH

G&W Northern Region – Engineering



2020 Contractor “Top 10” List

Contractor Responsibilities

- All contractor employees must be trained in the work practices necessary to safely perform his or her job.
- Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
- The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training. Submitted to the local engineering management
- Ensures that each contractor employee follows the railroad’s safety rules and procedures.
- **All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.**

1. Operation of On Track Equipment

- Ride in designated seat only – *Engineering Safety Rule 8404*
- Equipment Spacing – Minimum 50’ when standing or working, 200’ when track traveling – *RMM Rule 834*
- Each piece of equipment shall have communications capability with each other – *RMM Rule 860*

2. RWP Training Requirements and Documentation

- All employees of the Contractor are required to submit a copy of their training certification to the railroad personnel managing the project - *Contract Attachment 2*

3. Red Zones

- No crossing with 50’ of standing trains – *Contractor Safety Rule 9*
- No workers 50’ ahead of or behind on-track equipment, 25’ to the sides – *RMM Rule 833*
- 10’ clear zone around swinging hand tools – *Engineering Safety Rule 8082*

4. Personal Protective Equipment

- Ice cleats are required anytime snow/ice conditions are present – *Northern Region policy*
- Wire Face Shield ANSI Z87.1 required for striking tools – *Engineering Safety Rule 8057*
- Safety Glasses – Safety glasses must be worn at all times while on railroad property – *Contractor Safety Rule 2*
- High Visibility Vest - yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an “X” on the back, and two vertical bands in front from the waist to the top of the shoulders – *Contractor Safety Rule 2F*

5. Fall protection compliance

- When working in fall arrest, means of prompt rescue shall be provided and must be tailored to the location of work – *Bridge Worker Safety Rule 8614*
- Employees must be trained on fall protection - *Bridge Worker Safety Rule 8669*

6. RMM Compliance

- Documented daily inspection required (Federal reg) and repair within 7 days – *RMM Rule 844*
- Operators manual or operating safety instructions on every machine large enough – *RMM Rule 848*

7. Proper tool use

- Rubber grommet required on the head of drift pins, spike lifters – *Engineering Safety Rule 8086*
- Do not strike a claw bar – *Engineering Safety Rule 8094i*
- Spike maul to be used only for driving spikes – *Engineering Safety Rule 8083*

8. Housekeeping

- Good housekeeping is essential - *Engineering Safety Rule 2*
- Portable derails must be locked and secured when not in use – *Engineering Safety Rule 8011*
- Place tools safely into storage – *Engineering Safety Rule 8081*

9. Cell phones

- 30’ from tracks if practicable – *Engineering Safety Rule 8004*
- Personal electronic devices turned off and stowed out of site - *GCOR Rule 2.21*

10. Job Briefings

- Job briefing must be documented on an approved paper form by everyone at a job location – *Engineering Safety Rule 8002*
- Job briefing must be conducted before beginning a work activity, when conditions change, when a person or equipment joins the crew, and after lunch or prolonged delay – *Engineering Safety Rule 8002*



CONTRACTOR SAFETY RULES

**Issued to all North American Subsidiaries of
Genesee & Wyoming Inc.**

Effective April 1, 2002
Revised Dec. 31, 2006

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Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.
2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
 - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.
3. Ensures that each contractor employee follows the railroad's safety rules and procedures.
4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.
5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.
6. All applicable transportation department rules apply to contractors when rail cars are involved in the project i.e. (Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)
7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.
8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period, and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision-short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track; bridges; roadway; or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. Personal Protective Equipment:**a. Safety Footwear:**

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.
- Shoes that are excessively worn or, do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.
- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses:
- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.
- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.
- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

f. High-visibility Workwear

All contractors are required to wear approved high-visibility workwear when they are on duty or on the Company property. Such high-visibility workwear must be worn as the outermost layer of clothing.

- i. High-visibility workwear must be approved by the Regional Director of Safety and may consist of a vest, coveralls, T-shirt or other clothing of the prescribed color (yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an "X" on the back, and two vertical bands in front from the waist to the top of the shoulders. Stripes must be of silver or yellow reflective material and be at least 2 inches (5 cm) in width.
- ii. Vests must be properly sized and constructed with tear-away features as approved by the Regional Director of Safety.

- iii. Defective, damaged or lost workwear must be reported immediately to your supervisor and replaced before reporting for duty.
- iv. Exceptions:
 - (a.) High-visibility workwear is not required when you are in these locations:
 - Lunchroom;
 - Locker room;
 - Inside vehicles;
 - Inside railway passenger cars;
 - Inside locomotive cabs; or
 - Offices.
 - (b.) When employees are working on locomotives or other equipment inside shop buildings, high-visibility workwear is recommended. All employees working outside of shop buildings require approved high-visibility workwear.
 - (c.) Accommodations for unusual conditions will be at the discretion of the Regional Director of Safety.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:

- a. Keep clear of suspended loads.
- b. Stand clear when chains, cables or other tackle in under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

<p>NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.</p>

6. Working With Tools:

- a. Do not modify tools.
- b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.
- c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

- a. Employees should never carry objects on their shoulders when they are near moving trains.
- b. Employees should not cross in front of moving trains or equipment.
- c. Placement of Material Near Tracks.
 - Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
 - When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

- a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.
- b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.
- c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.
 - When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
 - Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

- a. Trains must be fully protected against any known condition that may interfere with their safe passage.
- b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.
- c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

- a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.
- b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.
- c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

- a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.
- b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track.

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

- a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.
- b. Do not perform work that will interfere with the safe passage of trains.
- c. Inspect all passing trains to detect a dangerous condition.
- d. Cross tracks at least 50 feet from standing locomotives or cars.
- e. Do not cross between cars standing less than 50 ft. apart.
- f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. **EXCEPTION: Emergency stop signals may be given by anyone**

20. Employee In Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

- a. Ensuring that employees comply with all applicable rules.
 - Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.
- b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.
- c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:Responsibilities:

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations.
Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator.

- a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.
- b. If you cannot clear all tracks;
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

21. Watchmen:Responsibilities:

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

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 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard, or any other track not controlled by a Dispatcher:

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
 - With a private lock on switches that will accommodate them.
 - Properly secured switch point clamp.
 - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

- a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.
- b. Do not get on or off moving equipment.
- c. When working near or observing equipment:
 1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
 - Operating procedures.
 - Location of employees working around equipment.
 - Operator blind spots.
 - Signal to warn that equipment will move.
 2. When your duties require you to be around the equipment, you must maintain a 50-foot safe area from the equipment.
 3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

- a. Communicate with employees in the vicinity of the equipment and cover;
 - Normal operating procedures including operator's blind spots.
 - Test the brakes immediately after starting.
 - Do not allow anyone to distract you or interfere with your duties.
 - Constantly look out for obstructions or unsafe conditions in the direction you are moving.
 - If you cannot see ahead or behind, designate another employee to keep a lookout for you.

The undersigned has read and understands these Genesee & Wyoming “Safety Guidelines for Contractors and Non-GWRR Personnel”:

Printed Name, Title

Signature

Date

GWJ CODE OF ETHICS AND CONDUCT

GWJ Code of Ethics and Conduct: This document is located online at <http://www.gwrr.com/Investors/Company Code of Ethics>.

I certify that I have reviewed and understand the GWJ Code of Ethics and Conduct, and agree to abide by this Code for the duration on this Agreement while performing services for **WESTCO and the IORY**.

Printed Name, Title

Signature

Date