ADDENDUM NO. 1

ISSUED BY: Howe Company LLC
804 E Patton Street
Macon, MO 63552

DATE: January 23, 2019

FOR: Constructing or Improving
Bridge No. 47700061
MoDOT Project RRP 000S(512)
DOT 078 163C
Intrepid Road over BNSF Railroad
Macon County, MO

The attached revisions hereby supersede any and all data with which they may conflict as indicated on the Drawings, Specifications and related documents issued in the original set. Each trade is responsible for changes in its work caused by changes in the work of other trades. This addendum is a part of and shall be attached to the original set of plans and specifications for the work.

THIS ADDENDUM SHALL BECOME A PART OF THE SPECIFICATIONS NOTED ABOVE. RECEIPT OF THIS ADDENDUM SHOULD BE ACKNOWLEDGED ON THE BID FORM.

****

The following documents shall become part of the bid documents for the above named project:

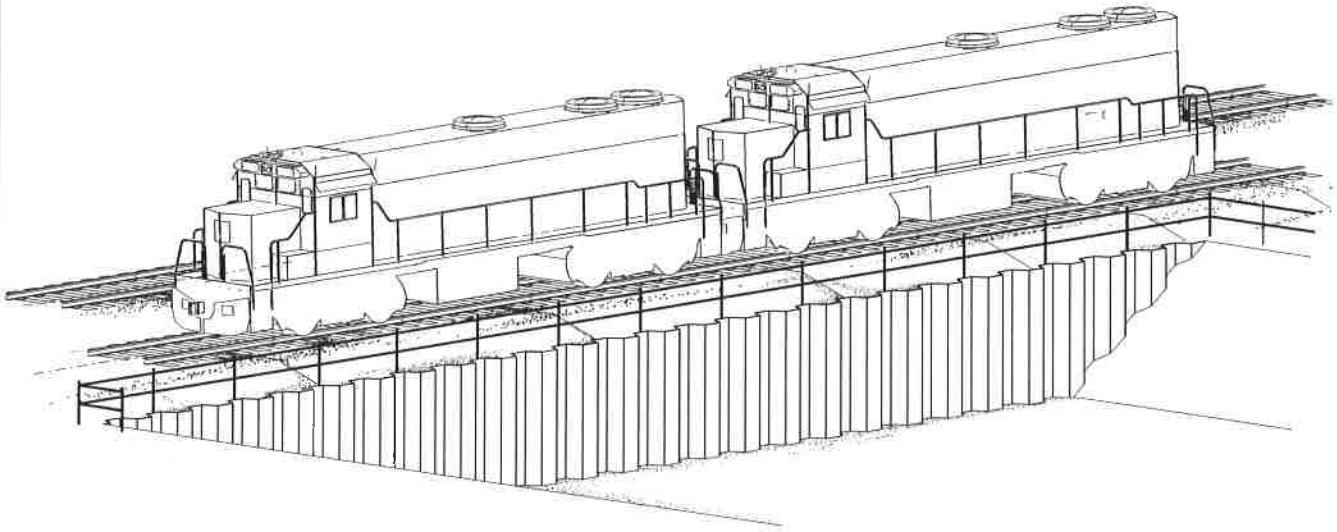
- BNSF Railway Guidelines for Temporary Shoring.
- BNSF Railway Guidelines for Preparation of Bridge Demolition and Removal Plan over the BNSF Railway.
- Updated BNSF Railway Exhibit C.
- Updated BNSF Railway Exhibit C-1.
- Updated replacement photos for Redmile Services: Asbestos Inspection Report and Report on Lead for Bridge No. 47700061.

The contractor shall furnish insurance as required by BNSF Railway Exhibit C-1 and shall execute BNSF Railway Exhibits C and C-1 at the time the project contracts are signed.

The cost associated with preparation of an engineered demolition and removal plan shall be included in the item "Removal of Bridge".

No change in bid date or time.

GUIDELINES FOR TEMPORARY SHORING



"CALL BEFORE YOU DIG!"
1-800-533-2891

ASSISTANT DIRECTOR STRUCTURE DESIGN
4515 KANSAS AVE
KANSAS CITY, KS 66106-1124

BUILDING AMERICA℠

"CALL BEFORE YOU DIG!"
1-800-336-9193

OFFICE AVP ENGINEERING - DESIGN
1400 DOUGLAS ST. STOP 0910
OMAHA, NE 68179-0910

GUIDELINES FOR TEMPORARY SHORING Published October 25, 2004

INDEX

GUIDELINES FOR TEMPORARY SHORING

1. SCOPE

The scope of these guidelines is to inform public agencies, design engineers, contractors and inspectors of current Railroad standards and requirements concerning design and construction of temporary shoring.

1. The term **Railroad** refers to the Burlington Northern & Santa Fe Railway (BNSF) and/or the Union Pacific Railroad (UPRR). The term **Contractor** is defined as any party gaining access to work on Railroad right-of-way or other Railroad operating locations.

2. These guidelines are provided as a reference and may not be taken as authority to construct without prior review and written approval of the Railroad. These guidelines supersede all previous guidelines for temporary shoring and are subject to revision without notice.

3. These guidelines supplement the current, American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual of Recommended Practice. The 2002 AREMA Manual was utilized in developing this guideline. The AREMA Manual is available from:

   American Railway Engineering and Maintenance-of-Way Association
   8201 Corporate Drive, Suite 1125
   Landover, MD 20785-2230
   Phone: (301) 459-3200
   FAX: (301) 459-8077
   www.arema.org

4. The specific requirements for temporary shoring addressed in this document shall be followed for all locations where the Railroad operates, regardless of track ownership.

5. Any items not covered specifically herein shall be in accordance with the AREMA Manual and subject to the review and approval of the Railroad. Where conflicts exist, the most stringent specification should be applied.

6. All excavations shall also be governed by Railroad requirements, Federal, State and Local laws, rules, and regulations concerning construction safety.

7. Safe rail operations shall be required for the duration of the project. All personnel, railroad tracks and property shall be protected at all times.

8. To expedite the review process of the temporary shoring plans, drawings submitted by the Contractors are required to adhere to the project specifications, AREMA and other Railroad requirements.

2. GENERAL CRITERIA

The Contractor must not begin construction of any component of the shoring system affecting the Railroad right-of-way until written Railroad approval has been received.

1. All excavations shall be in compliance with applicable OSHA regulations and shall be shored where there is any danger to tracks, structures or personnel regardless of depth.

2. The Contractor is responsible for planning and executing all procedures necessary to construct, maintain and remove the temporary shoring system in a safe and controlled manner.

3. Emergency Railroad phone numbers are to be obtained from the Railroad representative in charge of the project prior to the start of any work and shall be posted at the job site.

4. The Contractor must obtain a valid right of entry permit from the Railroad and comply with all Railroad requirements when working on Railroad property.

5. The Contractor is required to meet minimum safety standards as defined by the Railroad.

6. All temporary shoring systems that support or impact the Railroad's tracks or operations shall be designed and constructed to provide safe and adequate rigidity.

7. The Railroad requirements, construction submittal review times and review criteria should be discussed at the pre-construction meeting with the Contractor.

8. A flagman is required when any work is performed within 25 feet of track centerline. If the Railroad provides flagging or other services, the Contractor shall not be relieved of any responsibilities or liabilities as set forth in any document authorizing the work. No work is allowed within 50 feet of track centerline when a train passes the work site and all personnel must clear the area within 25 feet of track centerline and secure all equipment when trains are present.

9. Appropriate measures for the installation and protection of fiber optic cables shall be addressed in the plans and contract documents. For specific Railroad requirements and additional information refer to:

   www.bnsf.com or call 1-800-533-2891.

   www.uprr.com, call 1-800-336-9193 or refer to UPRR Fiber Optic Engineering, Construction and Maintenance Standards.

10. Relocation of utilities or communication lines not owned by the Railroad shall be coordinated with the utility owners. The utility relocation plans must then be submitted to the Railroad utility representative for approval. The shoring plans must include the correct contact for the Railroad, State or Local utility locating service provider. The Railroad will not be responsible for cost associated with any utility, signal, or communication line relocation or adjustments.

3. CONTRACTOR RESPONSIBILITIES

The Contractor shall be solely responsible for the design, construction and performance of the temporary structure. **(AREMA 8.28.1.3)**

1. The Contractor's work shall in no way impede the train operations of the Railroad and must be coordinated with the local Railroad operating department.

2. The Contractor shall develop a work plan that enables the track(s) to remain open to train traffic at all times.

3. The Contractor shall comply with all State and Federal Laws, county or municipal ordinances and regulations which in any manner affect the work.

4. All removed soils will become the responsibility of the Contractor and shall be disposed of outside the Railroad right-of-way according to the applicable Federal, State and Local regulations.

5. The Project Engineer and the Contractor shall evaluate the quality of materials furnished and work performed.

6. The Contractor is responsible to protect the Railroad ballast and subballast from contamination.

7. The Contractor must monitor and record top of rail elevations and track alignment for the duration of the project. The movement shall be within the limits defined in **Table 1, Deflection Criteria** on page 10. Displacements exceeding the limits defined in **Table 1** must be immediately reported to the Railroad. All work on the project must stop and the Railroad may take any action necessary to ensure safe passage of trains. The Contractor must immediately submit a corrective action plan to the Railroad for review and approval. The Railroad must review and approve the proposed repair procedure. The repair must be inspected by the Railroad before the track can be placed back in service.

8. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damage must be reported immediately to the Railroad representative in charge of the project and to the Railroad Manager of Track Maintenance (MTM).

4. INFORMATION REQUIRED

Plans and calculations shall be submitted, signed and stamped by a Registered Professional Engineer familiar with Railroad loadings and who is licensed in the state where the shoring system is intended for use. Shoring design plans and calculations shall be in English units. If Metric units are used, all controlling dimensions, elevations, design criteria assumptions, and material stresses shall be expressed in dual units, with English units to be in parentheses. Information shall be assembled concerning right-of-way boundary, clearances, proposed grades of tracks and roads, and all other factors that may influence the controlling dimensions of the proposed shoring system. See section 10 for additional requirements.

1. Field Survey.

   Sufficient information shall be shown on the plans in the form of profiles, cross sections and topographical maps to determine general design and structural requirements. Field survey information of critical or key dimensions shall be referenced to the centerline of track(s) and top of rail elevations. Existing and proposed grades and alignment of tracks and roads shall be indicated together with a record of controlling elevation of water surfaces or ground water. Show the location of existing/proposed utilities and construction history of the area which might hamper proper installation of the piling, soldier beams, or ground anchors.

2. Geotechnical Report shall provide:
   a. Elevation and location of soil boring in reference to the track(s) centerline and top of rail elevations.
   b. Classification of all soils encountered.
   c. Internal angle of soil friction.
   d. Dry and wet unit weights of soil.
   e. Active and passive soil coefficients, pressure diagram for multiple soil strata.
   f. Bearing capacity and unconfined compression strength of soil.
   g. Backfill and compaction recommendations.
   h. Optimum moisture content of fill material.
   i. Maximum density of fill material.
   j. Minimum recommended factor of safety.
   k. Water table elevation on both sides of the shoring system.
   l. Dewatering wells and proposed flownets or zones of influence.
   m. In seismic areas, evaluation of liquefaction potential of various soil strata.

3. Loads.

All design criteria, temporary and permanent loading must be clearly stated in the design calculations and on the contract and record plans. Temporary loads include, but are not limited to: construction equipment, construction materials and lower water levels adjoining the bulkhead causing unbalanced hydrostatic pressure. Permanent loads include, but are not limited to: future grading and paving, Railroads or highways, structures, material storage piles, snow and earthquake. The allowable live load after construction should be clearly shown in the plans and painted on the pavements behind the bulkheads or shown on signs at the site and also recorded on the record plans. Some of the loads are:

a. Live load pressure due to E80 loading for track parallel to shoring system.
b. Live load pressure due to E80 loading for track at right angle to shoring system.
c. Other live loads.
d. Active earth pressure due to soil.
e. Passive earth pressure due to soil.
f. Active earth pressure due to surcharge loads.
g. Active pressure due to sloped embankment.
h. Dead load.
i. Buoyancy.
j. Longitudinal force from live load.
k. Centrifugal forces.
l. Shrinkage.
m. Temperature.
n. Earthquake.
o. Stream flow pressure.
p. Ice pressure.

4. Drainage. **(AREMA 8.20.2.4)**

   a. The drainage pattern of the site before and after construction should be analyzed and adequate drainage provisions should be incorporated into the plans and specifications. Consideration should be given to groundwater as well as surface drainage.

   b. Drainage provisions for backfill should be compatible with the assumed water conditions in design.

5. Structural design calculations.

   a. List all assumptions used to design the temporary shoring system.

   b. Determine E80 live load lateral pressure using the Boussinesq strip load equation. See **Figure 2** which illustrates Plan Number **710001 "LIVE LOAD PRESSURE DUE TO COOPER E80"**.

   c. Computerized calculations and programs must clearly indicate the input and output data. List all equations used in determining the output.

   d. Example calculations with values must be provided to support computerized output and match the calculated computer result.

   e. Provide a simple free body diagram showing all controlling dimensions and applied loads on the temporary shoring system.

   f. Calculated lateral deflections of the shoring and effects to the rail system must be included. See section 8, Part 6. Include the elastic deflection of the wall as well as the deflection due to the passive deflection of the resisting soil mass.

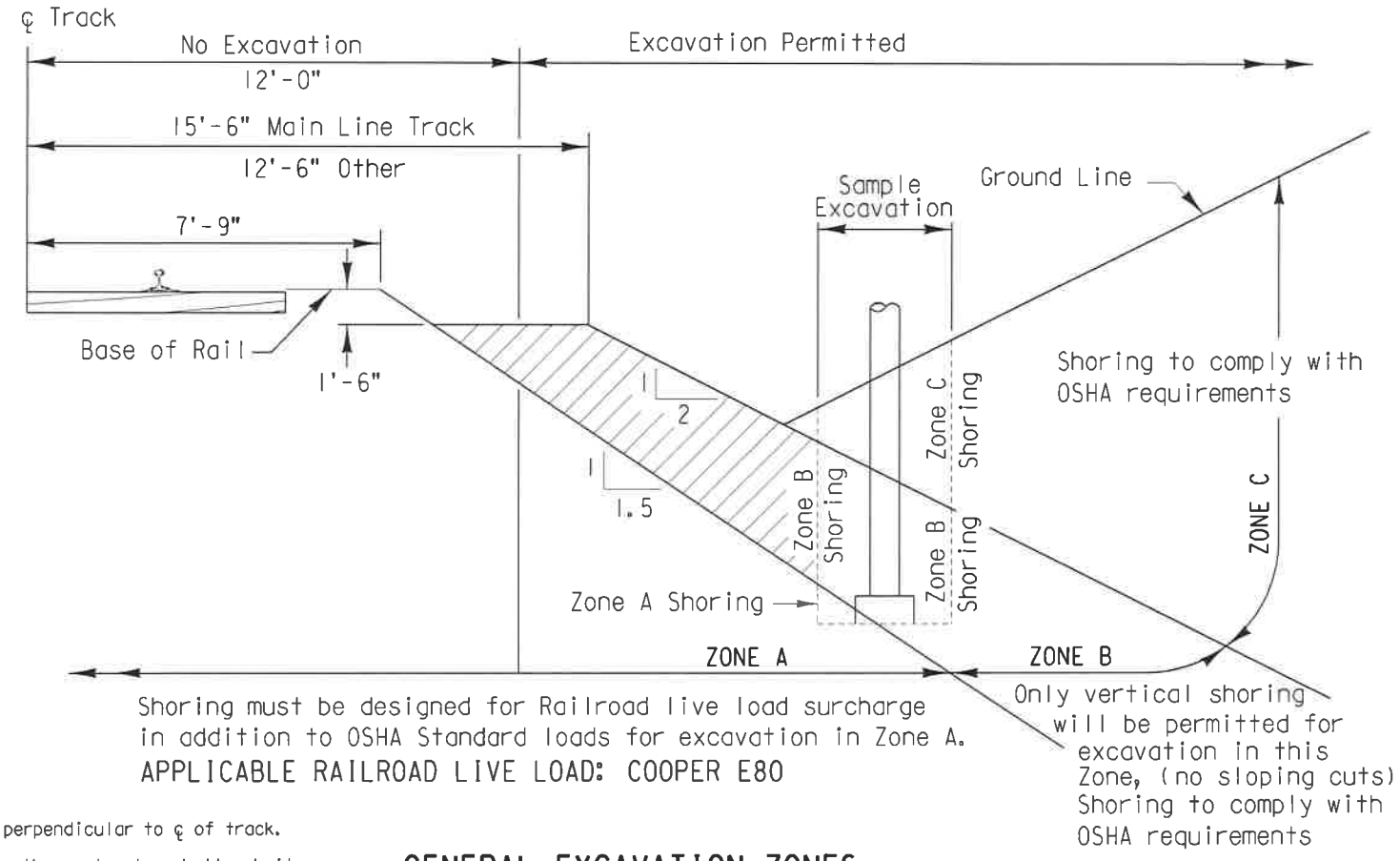
   g. Documents and manufacturer's recommendations which support the design assumptions must be included with the calculations.

5. TYPES OF TEMPORARY SHORING

1. A shoring box is a prefabricated shoring system which is installed as the excavation progresses. This shoring system is not accepted by the Railroad. This system is allowed in special applications only, typically where Railroad live load surcharge is not present. The shoring box is moved down into the excavation by gravity or by applying vertical loading from excavation equipment.
2. Anchored systems with tiebacks are discouraged. The tiebacks will be an obstruction to future utility installations and may also damage existing utilities. Tiebacks must be removed per Railroad direction. Removal of tieback assemblies is problematic.
3. An anchored sheet pile wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded and the tensile resistance of the anchors.
    a. For purposes of these guidelines, ground anchors shall be cement-grouted tiebacks designed, furnished, installed, tested and stressed in accordance with the project specifications and AREMA requirements.
4. An anchored soldier beam with lagging wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the soldier beam is embedded and from the tensile resistance of the ground anchors.
    a. Anchored soldier beam with lagging walls are generally designed as flexible structures which have sufficient lateral movement to mobilize active earth pressures and a portion of the passive pressure.
    b. For purposes of these specifications, soldier beams include steel H-piles, wide flange sections or other fabricated sections that are driven or set in drilled holes. Lagging refers to the members spanning between soldier beams.
5. A cantilever sheet pile wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded. If cantilever sheet pile is used for shoring adjacent to an operating track, the shoring system shall be at least 12'-0" away from the centerline of track. Cantilever sheet pile walls shall be used only in granular soils or stiff clays.
6. A cantilever soldier beam with lagging wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the soldier beam is embedded.
7. A braced excavation is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the vertical members are embedded and from the structural capacity of the bracing members.
    a. For purposes of these guidelines, the vertical members of the braced excavation system include steel sheet piling or soldier beams comprised of steel H-piles, wide flange sections, or other fabricated sections that are driven or installed in drilled holes. Wales are horizontal structural members designed to transfer lateral loads from the vertical members to the struts. Struts are structural compression members that support the lateral loads from the wales.
8. A cofferdam is an enclosed temporary structure used to keep water and soil out of an excavation for a permanent structure such as a bridge pier or abutment or similar structure. Cofferdams may be constructed of timber, steel, concrete or a combination of these. These guidelines consider cofferdams primarily constructed with steel sheet piles.

6. GENERAL SHORING REQUIREMENTS

For general shoring requirements and specific applications of the following items refer to **Figure 1** on the next page which illustrates Plan Number **710000 "GENERAL SHORING REQUIREMENTS"**.



GENERAL NOTES:

All dimensions are measured perpendicular to ℄ of track.

Prior to commencing any work, the contractor shall submit for approval by the Railroad detailed plans indicating the nature and extent of the track protection shoring proposed. The contractor shall install the temporary shoring system per the approved plans. Design of the temporary shoring system to comply with **GUIDELINES FOR TEMPORARY SHORING.**

For excavations which encroach into zone A or B, shoring plans shall be accompanied by design calculations. Plans and calculations must be signed and stamped by a Professional Engineer registered in the state where the work will be performed.

GENERAL EXCAVATION ZONES

SCALE: (NOT TO SCALE)

REVISIONS		
DATE	LTR.	DESCRIPTION
5/03	1	FORMERLY UPRR C.E. 106613
/		
/		
/		
/		
/		

DESIGN BY: PGP | DRAWN BY: JFS | CHECKED BY: AA

APPROVED:

K.H. Jennison
BNSF - ASSISTANT DIRECTOR STRUCTURES DESIGN

George J. Mayo 9-1-04
UPRR - MGR SPECIAL PROJECTS STRUCTURES DESIGN

BRIDGE STANDARDS

GENERAL SHORING REQUIREMENTS

FILE OWNER: UPRR | DATE: 5-6-03
PLAN NO.: 710000 | SHEET: 1 OF 1

PLOTTED: %%%DATE%%% %TIME

Figure 1

1. No excavation shall be permitted closer than 12'-0" measured at a right angle from the centerline of track to the trackside of shoring system. If existing conditions preclude the installation of shoring at the required minimum distance, the shifting of tracks or temporary removal of tracks shall be investigated prior to any approval. All costs associated with track shifting or traffic interruption shall be at Contractor's expense.

2. Evaluate slope and stability conditions to ensure the Railroad embankment will not be adversely affected. Local and global stability conditions must also be evaluated.

3. All shoring within the limits of Zone A or Zone B must be placed prior to the start of excavation.

4. Lateral clearances must provide sufficient space for construction of the required ditches parallel to the standard roadbed section. The size of ditches will vary depending upon the flow and terrain and should be designed accordingly.

5. The shoring system must be designed to support the theoretical embankment shown for zones A and B.

6. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.

7. The most stringent project specifications of the Public Utilities Commission Orders, Department of Industrial Safety, OSHA, FRA, AREMA, BNSF, UPRR or other governmental agencies shall be used.

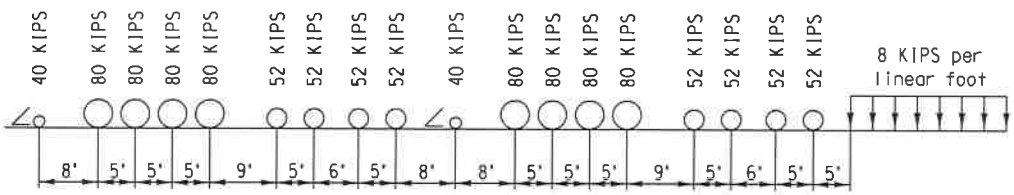
8. Secondhand material is not acceptable unless the Engineer of Record submits a full inspection report which verifies the material properties and condition of the secondhand material. The report must be signed and sealed by the Engineer of Record.

9. All components of the shoring system are to be removed when the shoring is no longer needed. All voids must be filled and drainage facilities restored. See compaction requirements section 9, Part 4.

10. Slurry type materials are not acceptable as fill for soldier piles in drilled holes. Concrete and flowable backfill may prevent removal of the shoring system. Use compacted peagravel material.

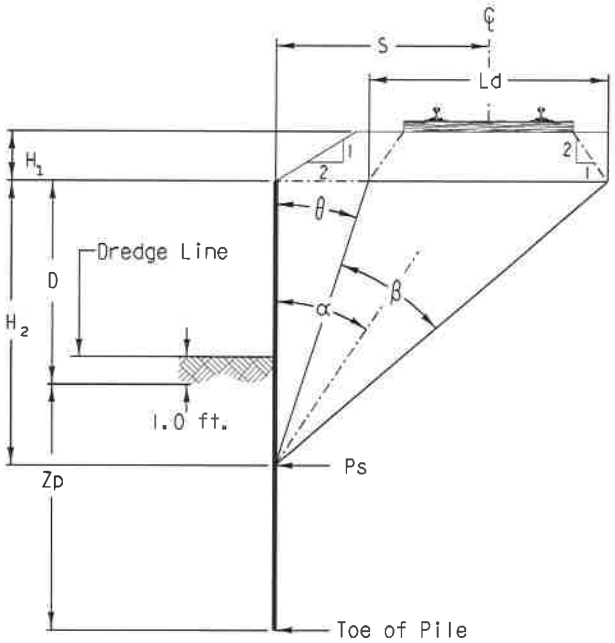
7. COMPUTATION OF APPLIED FORCES

1. Railroad live load and lateral forces.
   a. For specific applications of the Coopers E80 live load refer to **Figure 2** on the next page which illustrates Plan Number **710001 "LIVE LOAD PRESSURE DUE TO COOPER E80"**. Supplemental information and sample calculations are provided in the Appendix pages A-1 through A-4.
2. Dead load.
   a. Spoil pile: must be included assuming a minimum height of two feet of soil adjacent to the excavation.
   b. Track: use 200 lbs/linear ft for rails, inside guardrails and fasteners.
   c. Roadbed: ballast, including track ties, use 120 lb per cubic foot.



COOPER E80 LOAD

SCALE: (NOT TO SCALE)



PLAN

SCALE: (NOT TO SCALE)

Vertical pressure q shall be based on a distribution width Ld.
Ld is the length of tie plus H_1.
H_1 is the height from the bottom of tie to the top of shoring.
H_2 is the depth of point being evaluated with the Boussinesq equation.
S is a distance perpendicular from centerline of track to the face of shoring.
D is from top of shoring to one foot below dredge line.
Zp is the minimum embedment depth.
Length of tie is 9 feet
q is the intensity of strip load due to E80 Railroad live load and shall be calculated as follows:

For $H_1 = 0$ Ld = length of tie; therefore, $q = \frac{80{,}000 \text{ lb}}{(5 \text{ feet})(9 \text{ feet})} = 1{,}778$ psf

For $H_1 > 0$ Ld = length of tie + H_1; therefore, $q = \frac{80{,}000 \text{ lb}}{(5 \text{ feet})(Ld)}$

CASE 1: Lateral live load pressure Ps, due to E80 loading for track **parallel** to shoring system is calculated using the Boussinesq Strip Load Equation.

$$Ps = \frac{2q}{\pi}(\beta + \sin\beta \sin^2\alpha - \sin\beta \cos^2\alpha)$$

The above equation can be simplified into the following equivalent form:

$$Ps = \frac{2q}{\pi}[\beta - \sin\beta \cos(2\alpha)]$$

α and β are angles measured in radians, $\alpha = \theta + \frac{\beta}{2}$

CASE 2: Live load pressure due to E80 loading for track at a **right angle** to the shoring system can be calcuated using the following equation.

$Ps = K_A q$
where $K_A = \tan^2(45 - \frac{\phi}{2})$
ϕ is the angle of internal friction in degrees

REVISIONS		
DATE	LTR.	DESCRIPTION
/		
/		
/		
/		
/		
/		

DESIGN BY: PGP | DRAWN BY: JFS | CHECKED BY: AA

APPROVED:

K.H. Jennieson
BNSF - ASSISTANT DIRECTOR STRUCTURES DESIGN

George J. Mayo 8-1-04
UPRR - MGR SPECIAL PROJECTS STRUCTURES DESIGN

BRIDGE SHORING STANDARDS

LIVE LOAD PRESSURE DUE TO COOPER E80

FILE OWNER: UPRR | DATE:
PLAN NO.: 710001 | SHEET: 1 OF 1

PLOTTED: 8/31/2004 8:59 AM

Figure 2

3. Active earth pressure.

   a. The active earth pressure due to the soil may be computed by the Coulomb Theory or other approved method.

   b. The active earth pressure at depth "z_a" is:

   $P_A = K_A \gamma z_a$, where $K_A = \tan^2(45 - \frac{\phi}{2})$

   z_a = depth of soil influencing the active pressure.

4. Active earth pressure due to unbalanced water pressure.

   a. When bulkheads are used for waterfront construction, the bulkhead is subjected to a maximum earth pressure at the low water stage. During a rainstorm or a rapidly receding high water, the water level behind the bulkhead may be several feet higher than in front of the bulkhead.

   b. Drained conditions in backfill apply when clean sand or clean sand and gravel are used and adequate permanent drainage outlets are provided. Where drained conditions exist, the design water level may be assumed at the drainage outlet elevation.

5. Active earth pressure due to surcharge load.

   The active earth pressure due to surcharge load q':

   $P_U = K_A q'$, where $K_A = \tan^2(45 - \frac{\phi}{2})$

6. Passive earth pressure.

   The passive earth pressure, P_p, in front of the bulkhead may also be computed by the Coulomb Theory.

   $P_p = K_p \gamma z_p$, where $K_P = \tan^2(45 + \frac{\phi}{2})$

   z_p = vertical distance beginning one foot below dredge line but not to exceed embedment depth

7. Pressure due to embankment surcharges.

   Conventional analysis (Rankine, Coulomb, or Log-Spiral) should be used to determine the additional surcharge from embankment slopes.

8. Additional analysis for centrifugal force calculations as described in **AREMA Chapter 15, Part 1, Section 1.3, Article 1.3.6** Centrifugal Loads are required where track curvature exceeds three degrees.

9. Include and compute all other loads that are impacting the shoring system such as a typical Railroad service vehicle (HS-20 truck).

8. STRUCTURAL INTEGRITY

Structures and structural members shall be designed to have design strengths at all sections at least equal to the required strengths calculated for the loads and forces in such combinations as stipulated in **AREMA Chapter 8 Part 2 Article 2.2.4b**, which represents various combinations of loads and forces to which a structure may be subjected. Each part of the structure shall be proportioned for the group loads that are applicable, and the maximum design required shall be used.

1. Embedment depth.

   a. Calculated depth of embedment is the embedment depth required to maintain static equilibrium.

b. Minimum depth of embedment is the total depth of embedment required to provide static equilibrium plus additional embedment due to the minimum factor of safety.

   1. Embedment depth factor of safety for well-defined loading conditions and thoroughly determined soil parameters is generally 1.3 for most temporary shoring systems. (See **AREMA 8.20.4.1.c**)

   2. All anchored shoring systems require a minimum embedment depth of 1.5 times the calculated depth of embedment. Shallow penetration into strong soil layers is not acceptable. (See **AREMA 8.20.5.1**)

2. The allowable stresses based on AREMA requirements are as follows:

   Structural Steel: 0.55Fy for Compression in extreme fiber. **(AREMA Ch.15 Table 1-11)**

   Structural Steel: 0.35Fy for Shear. **(AREMA Ch.15 Table 1-11)**

   Sheet Pile Sections: 2/3 of yield strength for steel. **(AREMA 8.20.5.7)**

   Concrete: 1/3 of Compressive strength. **(AREMA 8.20.5.7)**

   Anchor Rods: 1/2 of yield strength for steel. **(AREMA 8.20.5.7)**

3. AISC allowances for increasing allowable stress due to temporary loading conditions are not acceptable.

4. Gravity type temporary shoring systems must also be analyzed for overturning, sliding and global stability.

5. The contractor is responsible for providing an approved test method to verify the capacity of anchored or tieback systems. The manufacturers recommendations for testing must be satisfied. Systems which support the Railroad embankment will be considered high risk in determining the percentage of elements to be proof tested.

6. Calculated deflections of temporary shoring system and top of rail elevation shall not exceed the criteria outlined in **Table 1 Deflection Criteria.**

Table 1 Deflection Criteria

Horizontal distance from shoring to track C/L measured at a right angle from track	Maximum horizontal movement of shoring system	Maximum acceptable horizontal or vertical movement of rail
12' < S < 18'	3/8"	1/4"
18' < S < 24'	1/2"	1/4"

9. SOIL CHARACTERISTICS

1. Subsurface Exploration. **(AREMA 8.5.2.2)**

   a. Sufficient borings shall be made along the length of the structure to determine, with a reasonable degree of certainty, the subsurface conditions. Irregularities found during the initial soil boring program may dictate that additional borings be taken.

   b. The subsurface investigation shall be made in accordance with the provisions of **AREMA Chapter 8 Part 22, Geotechnical Subsurface Investigation**.

2. Type of backfill.

   a. Backfill is defined as material behind the wall, whether undisturbed ground or fill, that contributes to the pressure against the wall.

b. The backfill shall be investigated and classified with reference to the soil types described in **AREMA Table 8-5-1**.

c. Types 4 and 5 backfill shall be used only with the permission of the Engineer. In all cases the wall design shall be based on the type of backfill used.

Table 8-5-1 (AREMA) Types of Backfill for Retaining Walls

Backfill Type	Backfill Description
1	Coarse-grained soil without admixture of fine soil particles, very free-draining (clean sand, gravel or broken stone).
2	Coarse-grained soil of low permeability due to admixture of particles of silt size.
3	Fine silty sand; granular materials with conspicuous clay content; or residual soil with stones.
4	Soft or very soft clay, organic silt; or soft silty clay.
5	Medium or stiff clay that may be placed in such a way that a negligible amount of water will enter the spaces between the chunks during floods or heavy rains.

3. Computation of backfill pressure. **(AREMA 8.5.3.2a)**

a. Values of the unit weight, cohesion, and angle of internal friction of the backfill material shall be determined directly by means of soil tests or, if the expense of such tests is not justifiable, by means of **AREMA Table 8-5-2** referring to the soil types defined in **AREMA Table 8-5-1**. Unless the minimum cohesive strength of the backfill material can be evaluated reliably, the cohesion shall be neglected and only the internal friction considered. See Appendix page A-6 for AREMA generic soil properties.

Table 8-5-2 (AREMA) Properties of Backfill Materials

Type of Backfill	Unit Weight Lb. Per Cu. Ft.	Cohesion "c"	Angle of Internal Friction
1	105	0	33°-42°(38°for broken stone)
2	110	0	30°
3	125	0	28°
4	100	0	0°
5	120	240	0°

4. Compaction.

a. The backfill shall preferably be placed in loose layers not to exceed 8 inches in thickness. Each layer shall be compacted before placing the next, but over compaction shall be avoided.

b. It is required that backfill be compacted to no less than 95% of maximum dry density at a moisture content within 2% of optimum and tested using Modified Proctor ASTM D1557.

c. Fill within 100 feet of bridge ends or 20 feet outside culverts shall be placed and compacted to not less than 100% of maximum.

d. No dumping of backfill material shall be permitted in such a way that the successive layers slope downward toward the wall. The layers shall be horizontal or shall slope downward away from the wall.

10. PLANS

The shoring plans must completely identify the site constraints and the shoring system. Use the design templates provided in the appendix as an example to show the required information, specifications and drawings. The specific requirements of the plan submittals are as follows:

1. General plan view should show:
   a. Railroad right-of-way and North arrow.
   b. Position of all Railroad tracks and identify each track as mainline, siding, spur, etc.
   c. Spacing between all existing tracks.
   d. Location of all access roadways, drainage ditches and direction of flow.
   e. Footprint of proposed structure, proposed shoring system and any existing structures if applicable.
   f. Proposed horizontal construction clearances. The minimum allowable is 12 feet measured at a right angle from centerline of track.
   g. Location of existing and proposed utilities.
   h. Drawings must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed.
   i. Railroad and other "CALL BEFORE YOU DIG" numbers.
   j. Detailed view of shoring along with controlling elevations and dimensions.
2. Typical section and elevation should show:
   a. Top of rail elevations for all tracks.
   b. Offset from the face of shoring system to the centerline of all tracks at all changes in horizontal alignment.
   c. All structural components, controlling elevations and dimensions of shoring system.
   d. All drainage ditches and controlling dimensions.
   e. All slopes, existing structures and other facilities which may surcharge the shoring system.
   f. Location of all existing and proposed utilities.
   g. Total depth of shoring system.
3. General criteria
   a. Design loads to be based on the AREMA manual and Cooper E80 loading.
   b. Pressure due to embankment surcharges.
   c. ASTM designation and yield strength for each material.
   d. Maximum allowable bending stress for structural steel is 0.55Fy.
   e. Temporary overstress allowances are not acceptable.
   f. All timber members shall be Douglas Fir grade 2 or better.
   g. Insitu soil classification.
   h. Backfill soil classification.
   i. Internal angle of friction and unit weight of the soil.
   j. Active and passive soil coefficients.
   k. Fill within 100 feet of bridge ends or 20 feet outside culverts shall be placed and compacted to a minimum of 100% of maximum dry density tested per Modified Proctor ASTM D1557.
   l. Slopes without shoring shall not be steeper than 2 horizontal to 1 vertical

m. Dredge line elevation.

n. Shoring deflection to be calculated and meet Railroad requirements.

4. Miscellaneous:

a. Project name, location, GPS coordinates, track owner, Railroad line segment, milepost and subdivision in the title block.

b. Procedure outlining the installation and removal of the temporary shoring system.

c. General notes specifying material requirements, design data, details, dimensions, cross-sections, sequence of construction etc.

d. A description of the tieback installation including drilling, grouting, stressing information and testing procedures, anchor capacity, type of tendon, anchorage hardware, minimum unbonded lengths, minimum anchor lengths, angle of installation, tieback locations and spacing.

e. All details for construction of drainage facilities associated with the shoring system shall be clearly indicated.

f. Details and descriptions of all shoring system members and connection details.

g. Settlement and displacement calculations.

h. Handrail and protective fence details along the excavation.

i. Drawings must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed.

j. Call before you dig number.

k. Construction clearance diagram.

11. SUBMITTALS

The Contractor will be responsible for any and all cost associated with the review of plans by the Railroad. Review of design submittals by the Railroad will require a minimum of four (4) weeks. To avoid impacting the construction schedule, the Contractor must schedule submittals well in advance. Partial, incomplete or inadequate designs will be rejected, thus delaying the approval. Revised submittals will follow the same procedure as the initial submittal until all issues are resolved. Submit a minimum of three sets of shoring plans and two sets of calculations with manufacturers' specifications. Drawings and calculations must be signed and stamped by a Registered Professional Engineer familiar with Railway loadings and who is licensed in the state where the shoring system is intended for use. Drawings accompanying the shoring plans shall be submitted on 11" x 17" or 8½" x 11" sized paper.

1. Contractor review.

The Contractor must review the temporary shoring plans to ensure that the proposed method of construction is compatible with the existing site and soil conditions. The Contractor's work plan must be developed to allow train traffic to remain in service. Removal of the shoring system must also be addressed.

2. Applicant and or Engineer of Record review.

The applicant and or Engineer of Record must review and approve the submittal for compliance with the project specifications, AREMA Manual, these guidelines and structural capacity before forwarding the submittal to the Railroad.

3. Review process.

   All design submittals shall be forwarded to the Railroad Representative who will send them to the Structures Design Department. The Structures Design Department shall review or have an outside consultant review said submittals. If a Railroad consultant performs said review, the consultant may reply directly to the applicant or their representative after consultation with the Structures Design Department. A copy of the reply will be mailed to the Railroad Representative. During the review process the Railroad Representative is the point of contact to resolve outstanding issues.

12. APPENDIX

13. BIBLIOGRAPHY

The following list of references used in these guidelines are placed here in alphabetical order for your convenience.

1. *Manual for Railway Engineering*, 2002 American Railway Engineering and Maintenance-of-Way Association.

2. *TRENCHING AND SHORING MANUAL,* January 1990, Revision 11/12/96. State of California Department of Transportation, Office of Structures Construction.

SAMPLE PROBLEM

Point in question: S = 12 ft H = 6 ft

$q = \frac{80{,}000 \text{ lbs}}{(5 \text{ ft})(9 \text{ ft})} = 1778$ psf for E80 loading, axle spacing = 5 ft, tie length b = 9 ft

Solve for $X_1 = S - b/2 = 7.5$ ft

Solve for $X_2 = S + b/2 = 16.5$ ft

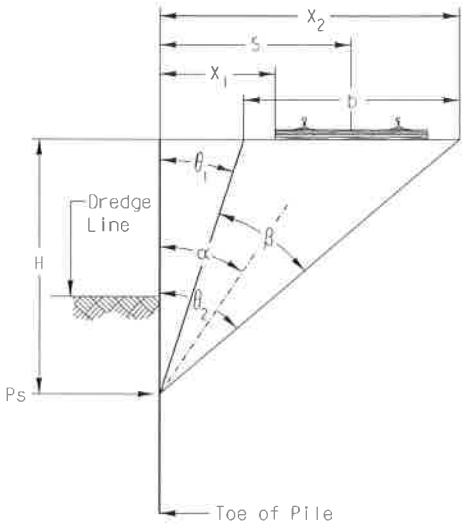
Solve for $\theta_1 = \arctan\left(\frac{X_1}{H}\right) = 0.896$ radians

Solve for $\theta_2 = \arctan\left(\frac{X2}{H}\right) = 1.222$ radians

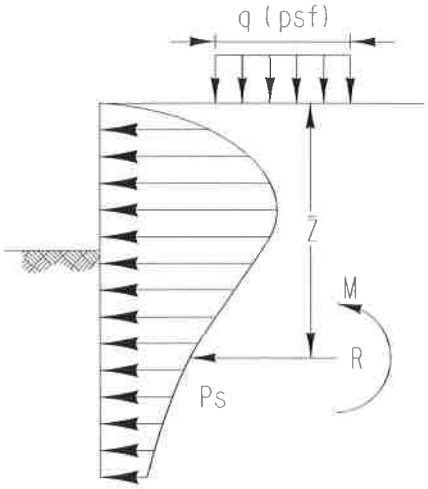
Solve for $\beta = \theta_2 - \theta_1 = 0.326$ radians

Solve for $\alpha = \frac{\theta_1 + \theta_2}{2} = 1.059$ radians

Note: $\tan\alpha \neq \frac{S}{H}$



PRESSURE DISTRIBUTION FOR STRIP LOAD



EQUIVALENT LOADING

- Pressure, Ps due to E80 liveload at the above-identified point:

$$Ps = \frac{2q}{\pi}(\beta - \sin\beta\cos 2\alpha) = \frac{2*1778}{\pi}(0.326 - \sin(0.326)\cos(2*1.059)) = 558.\text{psf}$$

- Shear due to E80 liveload at the above-identified point:

$$R_x = \frac{2qH\beta}{\pi} = \frac{2*1778*6*0.326}{\pi} = 2214.lbs \text{ /ft}$$

- Depth $\bar{z}$ from base of tie:

$$\bar{z} = \frac{H^2\beta - bH + x_2^2\left(\frac{\pi}{2} - \theta_2\right) - x_1^2\left(\frac{\pi}{2} - \theta_1\right)}{2H\beta} = \frac{6^2*0.326 - 9*6 + 16.5^2\left(\frac{\pi}{2} - 1.222\right) - 7.5^2\left(\frac{\pi}{2} - 0.896\right)}{2*6*0.326} = 3.77\text{ft}$$

- Moment due to E80 liveload at the above identified point:

$$M = R_x\left(H - \bar{z}\right) = 2214 * \left(6 - 3.77\right) = 4940 \text{ ft-lbs/ft}$$

Use the above equations to determine Ps, M, R_x & $\bar{z}$ due to the E80 liveload along the **entire** depth of the shoring system. Typically the equations are evaluated on 6" increments to determine the maximum values along the depth of the shoring system. The resultants must be combined with other applicable pressures and loads to evaluate the total loading on the shoring system for the entire depth of the system. Determine the minimum embedment depth required and the minimum cross sectional properties of the shoring system based on the allowable stresses and the required factors of safety.

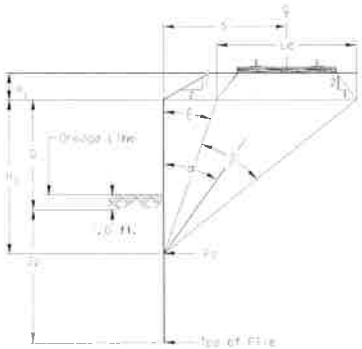
CHART A

This chart identifies the active pressure and resulting forces due to E80 liveload.
See "SAMPLE PROBLEM" sheet for definitions of variables and equations.

1. Select distance S from track centerline to face of shoring.
2. Select depth H_2 below base of tie.
3. Read Ps, M, R and $\bar{z}$ from the table.
4. Use the procedure outlined in the sample problem to determine values at non-tabulated points.

$$Ps = \frac{2q}{\pi}[\beta - \sin\beta\cos(2\alpha)]$$

where q = 1778 psf



Boussinesq surcharge pressure E80 live load for H_1=0

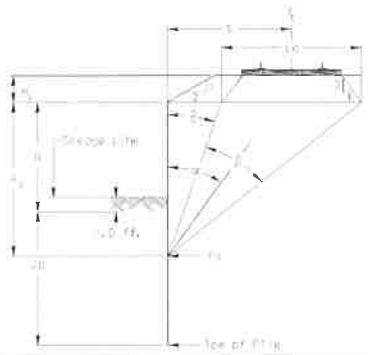
Depth below top of shoring H_2 (ft)	Variables		Horizontal distance (S) from shoring to track CL measured at a right angle									
			12	14	16	18	20	22	24	26	28	30
2	**Ps**	(psf)	**305**	**220**	**166**	**130**	**105**	**86**	**72**	**61**	**53**	**46**
	α	(radians)	1.38	1.41	1.44	1.45	1.47	1.48	1.48	1.49	1.50	1.50
	β	(radians)	0.14	0.10	0.07	0.06	0.05	0.04	0.03	0.03	0.02	0.02
	$\bar{z}$	(ft)	1.32	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33
	M	(ft-lbs/ft)	215	152	114	89	71	58	49	41	36	31
	R	(lbs/ft)	317	226	170	132	106	87	73	62	53	46
4	**Ps**	(psf)	**496**	**381**	**299**	**240**	**197**	**164**	**138**	**118**	**102**	**89**
	α	(radians)	1.21	1.27	1.31	1.34	1.36	1.38	1.40	1.41	1.43	1.44
	β	(radians)	0.25	0.19	0.14	0.11	0.09	0.07	0.06	0.05	0.05	0.04
	$\bar{z}$	(ft)	2.59	2.61	2.63	2.64	2.64	2.65	2.65	2.65	2.65	2.66
	M	(ft-lbs/ft)	1,609	1,165	882	692	557	459	384	327	281	244
	R	(lbs/ft)	1,141	840	643	508	411	339	285	242	209	182
6	**Ps**	(psf)	**558**	**461**	**381**	**317**	**266**	**225**	**193**	**167**	**146**	**128**
	α	(radians)	1.06	1.13	1.19	1.23	1.27	1.29	1.32	1.34	1.35	1.37
	β	(radians)	0.33	0.25	0.20	0.16	0.13	0.11	0.09	0.08	0.07	0.06
	$\bar{z}$	(ft)	3.77	3.83	3.88	3.90	3.92	3.94	3.95	3.96	3.96	3.97
	M	(ft-lbs/ft)	4,944	3,674	2,830	2,244	1,822	1,508	1,269	1,082	933	813
	R	(lbs/ft)	2,214	1,696	1,332	1,070	877	731	618	529	458	400
8	**Ps**	(psf)	**535**	**476**	**414**	**358**	**309**	**268**	**234**	**205**	**181**	**160**
	α	(radians)	0.94	1.02	1.08	1.13	1.17	1.21	1.24	1.26	1.29	1.30
	β	(radians)	0.37	0.29	0.24	0.19	0.16	0.14	0.12	0.10	0.09	0.08
	$\bar{z}$	(ft)	4.84	4.97	5.06	5.11	5.16	5.19	5.21	5.23	5.24	5.26
	M	(ft-lbs/ft)	10,481	8,006	6,286	5,051	4,141	3,452	2,920	2,501	2,165	1,892
	R	(lbs/ft)	3,316	2,641	2,134	1,751	1,456	1,228	1,047	903	786	689
10	**Ps**	(psf)	**474**	**449**	**411**	**370**	**329**	**293**	**260**	**232**	**207**	**186**
	α	(radians)	0.83	0.92	0.99	1.04	1.09	1.13	1.17	1.19	1.22	1.24
	β	(radians)	0.38	0.32	0.26	0.22	0.19	0.16	0.14	0.12	0.10	0.09
	$\bar{z}$	(ft)	5.81	6.02	6.16	6.26	6.34	6.39	6.44	6.47	6.50	6.52
	M	(ft-lbs/ft)	18,145	14,227	11,385	9,280	7,689	6,463	5,502	4,736	4,117	3,610
	R	(lbs/ft)	4,328	3,571	2,964	2,482	2,099	1,792	1,544	1,341	1,175	1,037
12	**Ps**	(psf)	**404**	**403**	**386**	**360**	**331**	**302**	**274**	**248**	**225**	**204**
	α	(radians)	0.75	0.83	0.90	0.96	1.01	1.06	1.10	1.13	1.16	1.18
	β	(radians)	0.38	0.33	0.28	0.24	0.20	0.18	0.15	0.13	0.12	0.11
	$\bar{z}$	(ft)	6.68	6.97	7.18	7.34	7.46	7.55	7.61	7.67	7.71	7.75
	M	(ft-lbs/ft)	27,703	22,237	18,121	14,980	12,550	10,641	9,121	7,895	6,894	6,068
	R	(lbs/ft)	5,207	4,424	3,763	3,214	2,762	2,389	2,080	1,823	1,608	1,427
14	**Ps**	(psf)	**338**	**351**	**349**	**337**	**319**	**298**	**276**	**255**	**234**	**215**
	α	(radians)	0.68	0.76	0.83	0.89	0.94	0.99	1.03	1.07	1.10	1.13
	β	(radians)	0.38	0.33	0.28	0.25	0.22	0.19	0.17	0.15	0.13	0.12
	$\bar{z}$	(ft)	7.46	7.85	8.13	8.35	8.51	8.64	8.74	8.82	8.89	8.94
	M	(ft-lbs/ft)	38,880	31,856	26,395	22,116	18,729	16,021	13,831	12,043	10,568	9,339
	R	(lbs/ft)	5,948	5,178	4,499	3,913	3,414	2,990	2,631	2,327	2,068	1,847
16	**Ps**	(psf)	**280**	**301**	**310**	**308**	**300**	**286**	**271**	**254**	**237**	**220**
	α	(radians)	0.62	0.70	0.77	0.83	0.88	0.93	0.97	1.01	1.04	1.07
	β	(radians)	0.36	0.32	0.28	0.25	0.22	0.20	0.18	0.16	0.14	0.13
	$\bar{z}$	(ft)	8.17	8.64	9.01	9.29	9.51	9.68	9.82	9.93	10.03	10.10
	M	(ft-lbs/ft)	51,411	42,880	36,066	30,598	26,183	22,590	19,644	17,207	15,175	13,468
	R	(lbs/ft)	6,563	5,829	5,158	4,560	4,034	3,576	3,179	2,837	2,540	2,284

This chart identifies the active pressure and resulting forces due to E80 liveload.
See "SAMPLE PROBLEM" sheet for definitions of variables and equations.

1. Select distance S from track centerline to face of shoring.
2. Select depth H_2 below base of tie.
3. Read Ps, M, R and $\bar{z}$ from the table.
4. Use the procedure outlined in the sample problem to determine values at non-tabulated points.

$$Ps = \frac{2q}{\pi}[\beta - \sin\beta\cos(2\alpha)]$$

where q = 1778 psf



Boussinesq surcharge pressure E80 live load for H_1=0

Depth below top of shoring H_2 (ft)	Variables		Horizontal distance (S) from shoring to track CL measured at a right angle									
			12	14	16	18	20	22	24	26	28	30
18	**Ps**	(psf)	**231**	**256**	**271**	**277**	**276**	**269**	**259**	**247**	**234**	**220**
	α	(radians)	0.57	0.64	0.71	0.77	0.82	0.87	0.92	0.96	0.99	1.02
	β	(radians)	0.35	0.31	0.28	0.25	0.23	0.20	0.18	0.16	0.15	0.13
	$\bar{z}$	(ft)	8.80	9.37	9.81	10.16	10.44	10.67	10.85	11.00	11.12	11.22
	M	(ft-lbs/ft)	65,062	55,110	46,976	40,313	34,834	30,304	26,536	23,384	20,728	18,477
	R	(lbs/ft)	7,072	6,386	5,739	5,145	4,609	4,132	3,710	3,338	3,012	2,725
20	**Ps**	(psf)	**191**	**217**	**236**	**246**	**250**	**249**	**244**	**237**	**227**	**217**
	α	(radians)	0.52	0.59	0.66	0.72	0.77	0.82	0.87	0.91	0.94	0.98
	β	(radians)	0.33	0.30	0.28	0.25	0.23	0.21	0.19	0.17	0.15	0.14
	$\bar{z}$	(ft)	9.37	10.03	10.56	10.98	11.32	11.59	11.82	12.01	12.16	12.30
	M	(ft-lbs/ft)	79,641	68,368	58,973	51,137	44,586	39,093	34,465	30,548	27,216	24,367
	R	(lbs/ft)	7,493	6,859	6,245	5,668	5,135	4,651	4,214	3,822	3,474	3,163
22	**Ps**	(psf)	**159**	**184**	**204**	**217**	**225**	**228**	**227**	**223**	**217**	**210**
	α	(radians)	0.49	0.55	0.62	0.67	0.73	0.77	0.82	0.86	0.90	0.93
	β	(radians)	0.31	0.29	0.27	0.25	0.23	0.21	0.19	0.17	0.16	0.14
	$\bar{z}$	(ft)	9.89	10.64	11.24	11.73	12.14	12.47	12.74	12.97	13.17	13.33
	M	(ft-lbs/ft)	94,986	82,497	71,913	62,945	55,341	48,878	43,370	38,658	34,611	31,122
	R	(lbs/ft)	7,842	7,260	6,684	6,131	5,611	5,128	4,685	4,283	3,918	3,590
24	**Ps**	(psf)	**133**	**157**	**176**	**191**	**202**	**207**	**210**	**209**	**206**	**201**
	α	(radians)	0.45	0.52	0.58	0.63	0.68	0.73	0.78	0.82	0.85	0.89
	β	(radians)	0.30	0.28	0.26	0.24	0.22	0.20	0.19	0.17	0.16	0.15
	$\bar{z}$	(ft)	10.35	11.19	11.87	12.44	12.90	13.29	13.62	13.89	14.13	14.32
	M	(ft-lbs/ft)	110,969	97,366	85,670	75,625	66,997	59,577	53,183	47,661	42,875	38,716
	R	(lbs/ft)	8,132	7,600	7,064	6,540	6,037	5,564	5,122	4,715	4,342	4,001
26	**Ps**	(psf)	**112**	**134**	**153**	**168**	**180**	**188**	**192**	**194**	**193**	**191**
	α	(radians)	0.42	0.48	0.54	0.60	0.65	0.69	0.74	0.78	0.82	0.85
	β	(radians)	0.28	0.27	0.25	0.23	0.22	0.20	0.19	0.17	0.16	0.15
	$\bar{z}$	(ft)	10.78	11.69	12.45	13.09	13.62	14.07	14.44	14.77	15.04	15.28
	M	(ft-lbs/ft)	127,485	112,863	100,135	89,071	79,460	71,105	63,836	57,499	51,963	47,113
	R	(lbs/ft)	8,376	7,890	7,393	6,899	6,418	5,959	5,524	5,118	4,741	4,393
28	**Ps**	(psf)	**94**	**114**	**132**	**148**	**160**	**169**	**175**	**179**	**180**	**180**
	α	(radians)	0.40	0.46	0.51	0.56	0.61	0.66	0.70	0.74	0.78	0.81
	β	(radians)	0.27	0.26	0.24	0.23	0.21	0.20	0.19	0.17	0.16	0.15
	$\bar{z}$	(ft)	11.17	12.16	12.99	13.70	14.29	14.80	15.23	15.60	15.91	16.19
	M	(ft-lbs/ft)	144,448	128,896	115,211	103,191	92,642	83,385	75,258	68,113	61,823	56,274
	R	(lbs/ft)	8,581	8,137	7,677	7,214	6,758	6,315	5,892	5,491	5,115	4,764
30	**Ps**	(psf)	**80**	**98**	**115**	**130**	**142**	**152**	**160**	**165**	**167**	**168**
	α	(radians)	0.37	0.43	0.48	0.53	0.58	0.63	0.67	0.71	0.74	0.78
	β	(radians)	0.26	0.25	0.23	0.22	0.21	0.20	0.18	0.17	0.16	0.15
	$\bar{z}$	(ft)	11.52	12.59	13.49	14.26	14.92	15.48	15.97	16.38	16.75	17.06
	M	(ft-lbs/ft)	161,789	145,388	130,819	117,903	106,466	96,343	87,381	79,443	72,404	66,153
	R	(lbs/ft)	8,755	8,349	7,925	7,492	7,060	6,636	6,227	5,834	5,462	5,112
32	**Ps**	(psf)	**69**	**85**	**101**	**115**	**127**	**137**	**145**	**151**	**155**	**157**
	α	(radians)	0.35	0.41	0.46	0.51	0.55	0.60	0.64	0.68	0.71	0.75
	β	(radians)	0.25	0.24	0.22	0.21	0.20	0.19	0.18	0.17	0.16	0.15
	$\bar{z}$	(ft)	11.85	12.98	13.95	14.79	15.51	16.13	16.67	17.13	17.54	17.89
	M	(ft-lbs/ft)	179,452	162,274	146,888	133,136	120,859	109,909	100,144	91,432	83,655	76,706
	R	(lbs/ft)	8,904	8,532	8,140	7,736	7,329	6,925	6,531	6,150	5,785	5,438

BNSF guidelines are as follows:

a. Guidelines for Design and Construction of Grade Separation Structures.

UPRR guidelines are as follows:

a. **Underpass Structures** – "Guidelines for Design and Construction of Grade Separation Underpass Structures."
b. **Overhead Grade Separation** – "Guidelines for Design of Highway Separation Structures Over Railroad (Overhead Grade Separation)."
c. **Demolition** – "Guidelines for Preparation of a Bridge Demolition and Removal Plan for Structures Over Railroad."
d. **Shoofly** – "Guidelines for Design and Construction of Shoofly (Detour) Tracks."
e. **Fiber Optic** – "UPRR Fiber Optic Engineering, Construction And Maintenance Standards." 1/1/2002
f. **Pipeline** – "Pipeline Installation" available at www.uprr.com.
g. **Industry Track** – "Technical Specification for Construction of Industrial Tracks"

WEBSITE DIRECTORY:

1. www.astm.org
2. www.arema.org
3. www.bnsf.com
4. www.pilespecs.com
5. www.uprr.com

AREMA Table 8-20-1. Granular Soils

Descriptive Term for Relative Density	Standard Penetration Test Blows per Foot "N"
Very Loose	0 - 4
Loose	4 - 10
Medium	10 - 30
Dense	30 - 50
Very Dense	Over 50

AREMA Table 8-20-2. Silt and Clay Soils

Descriptive Term for Consistency	Unconfined Compressive Strength Tons per Square Foot
Very Soft	Less than 0.25
Soft	0.25 - 0.50
Medium	0.50 - 1.00
Stiff	1.00 - 2.00
Very Stiff	2.00 - 4.00
Hard	Over 4.00

AREMA Table 8-20-3. Unit Weights of Soils, and Coefficients of Earth Pressure

Type of Soil	Unit Weight of Moist Soil, γ (Note 1)		Unit Weight of Submerged Soil, γ' (Note 1)		Coefficient of Active Earth Pressure, K_A				Coefficient of Passive Earth Pressure, Kp		
					For Backfill	For Soils in Place	Friction Angles (Note 2)		For Soils in Place	Friction Angles (Note 2)	
	Minimum	Maximum	Minimum	Maximum			ϕ	δ		ϕ	δ
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Clean Sand:											
Dense	110	140	65	78		0.20	38	20	9.0	38	25
Medium	110	130	60	68		0.25	34	17	7.0	34	23
Loose	90	125	56	63	0.35	0.30	30	15	5.0	30	20
Silty Sand:											
Dense	110	150	70	88		0.25			7.0		
Medium	95	130	60	68		0.30			5.0		
Loose	80	125	50	63	0.50	0.35			3.0		
Silt and Clay (Note 3)	$\frac{165(1+w)}{1+2.65w}$		$\frac{103}{1+2.65w}$		1.00	$1-\frac{q_u}{p+\gamma z}$			$1+\frac{q_u}{p+\gamma z}$		

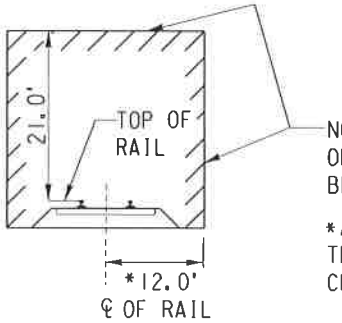
Note 1: In pounds per cubic foot.
Note 2: These angles, expressed in degrees, are ϕ, the angle of internal friction, and δ, the angle of wall friction, and are used in estimating the coefficients under which they are listed.
Note 3: The symbol γ represents γ or γ', whichever is applicable; p is the effective unit pressure on the top surface of the stratum; q_u is the unconfined compressive strength; w is the natural water content, in percentage of dry weight; and z is the depth below the top surface of the stratum.

General criteria:

a. Design loads to be based on the AREMA manual and Cooper E80 loading.
b. Pressure due to embankment surcharges.
c. ASTM designation and yield strength for each material.
d. Maximum allowable bending stress for steel is 0.55Fy.
e. Temporary overstress allowances are not acceptable.
f. All timber members shall be Douglas Fir Grade 2 or better.
g. Insitu soil classification.
h. Backfill soil classification.
i. Internal angle of friction and unit weight of soil.
j. Active and passive soil coefficients.
k. Backfill compacted to a minimum of 95% Proctor density per ASTM D-1557.
l. Slopes without shoring shall not be steeper than 2 horizontal to 1 vertical.
m. Dredge line elevation.
n. Shoring deflection to be calculated and meet Railroad requirements.

Miscellaneous:

a. Project name, location, GPS coordinates, track owner, Railroad line segment, milepost and subdivision in the title block.
b. Procedure outlining the installation and removal of the temporary shoring system.
c. General notes specifying material requirements, design data, details, dimensions and cross-sections, sequence of construction etc.
d. A description of tieback installation including drilling, grouting, stressing information and testing procedures, anchor capacity, type of tendon, anchorage hardware, minimum unbonded lengths, minimum anchor lengths, angle of installation, tieback locations and spacing.
e. All details for construction of drainage facilities associated with the shoring system shall be clearly indicated.
f. Details and descriptions of all shoring system members and connection details.
g. Settlement and displacement calculations.
h. Handrail and protective fence details along the excavations.
i. Drawings must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed.
j. Call before you dig number.
k. Construction clearances diagram as shown below.



NO CONSTRUCTION ACTIVITIES OR OTHER OBSTRUCTIONS MAY BE PLACED WITHIN THESE LIMITS.

*ADD 1.5 INCHES PER DEGREE OF TRACK CURVATURE TO THE HORIZONTAL CLEARANCE DISTANCE.

MINIMUM CONSTRUCTION CLEARANCES

(NORMAL TO RAILROAD)
Not to scale

DESIGN BY:	NAME & LOGO OF ENGINEERING FIRM OR PROJECT OWNER
DRAWN BY:	
SCALE:	GENERAL CRITERIA AND MISCELLANEOUS
DRAWING NO:	
SHEET: 1 of 3	RR M.P. SUBDIVISION
DOT#:	CITY COUNTY STATE
DATE:	PROJECT NAME & LOCATION

General plan view should show:

a. Railroad right-of-way and North arrow.
b. Position of all Railroad tracks and identify each track as mainline, siding, spur, etc.
c. Spacing between all existing tracks.
d. Location of all access roadways, drainage ditches and direction of flow.
e. Footprint of proposed structure, proposed shoring system and any existing structures if applicable.
f. Proposed horizontal construction clearances. The minimum allowable is 12 feet measured at a right angle from centerline of track.
g. Location of existing and proposed utilities.
h. Drawings must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed.
i. Railroad and other "CALL BEFORE YOU DIG" numbers.
j. Detailed view of shoring along with controlling elevations and dimensions.

DESIGN BY:	NAME & LOGO OF ENGINEERING FIRM OR PROJECT OWNER
DRAWN BY:	
SCALE:	GENERAL PLAN VIEW
DRAWING NO:	
SHEET: 2 OF 3	RR M.P. SUBDIVISION
DOT#:	city COUNTY STATE
DATE:	PROJECT NAME & LOCATION

Typical section and elevation should show:

a. Top of rail elevations for all tracks.
b. Offset from the face of shoring system to the centerline of all tracks at all changes in horizontal alignment.
c. All structural components, controlling elevations and dimensions of shoring system.
d. All drainage ditches and controlling dimensions.
e. All slopes, existing structures and other facilities which may surcharge the shoring system.
f. Location of all existing and proposed utilities.
g. Total depth of shoring system.

DESIGN BY:	NAME & LOGO OF ENGINEERING FIRM OR PROJECT OWNER
DRAWN BY:	
SCALE:	TYPICAL SECTION & ELEVATION VIEW
DRAWING NO:	
SHEET: 3 of 3	RR M.P. SUBDIVISION
DOT#:	CITY COUNTY STATE
DATE:	PROJECT NAME & LOCATION

BNSF RAILWAY COMPANY

GUIDELINES FOR PREPARATION OF

BRIDGE DEMOLITION & REMOVAL PLAN

OVER THE BNSF RAILWAY

OFFICE OF DIRECTOR BRIDGE ENGINEERING
KANSAS CITY, KANSAS
August 21, 2008

INDEX

I. GENERAL

A. The Contractor's work shall in no way impede the train operations.

1. The words "demolition" and "removal" will be used interchangeably in this Guideline.

2. The term "Railroad" refers to the Railroad's Engineers or designated representative.

B. Safety takes precedence over productivity. The Contractor shall be responsible for planning and executing all procedures necessary to remove the structure in a safe, predictable manner.

1. All employees of the Contractor and Subcontractors must be Safety Trained. Refer to http://www.railroadsafetytraining.com

C. The Contractor shall develop a demolition plan ONLY AFTER CONSULTING WITH THE RAILROAD TO GET AN ESTIMATE OF THE RANGE OF TRACK WINDOWS THAT MIGHT NORMALLY BE AVAILABLE FOR THE JOB SITE.

1. A Track Window is the elapsed time between approaching trains.

2. An estimate of the availability of Track Windows can be used by the Contractor to design a demolition plan. The estimated Track Window is a guideline and not to be considered as a guarantee for available working time.

3. A Track Window is highly variable, depending on the location. Low speed - low train density tracks have predictable Track Windows. The opposite is true for high density- high speed main tracks. The Railroad can furnish a range of Track Windows that might be expected at a specific location under normal train traffic conditions.

4. Plan the demolition procedures based upon the smallest ESTIMATED Track Window. Do not assume the longest Track Window will be available on any given day. Do not assume the same Track Windows will be available from one day to the next.

D. The Railroad's tracks and property shall be protected at all times.

1. Removal procedures shall take into account SEVER WEATHER CONDITIONS, including high winds, heavy rains and snowfall accumulation.

2. The contractor shall ensure that all areas adjacent to active tracks shall remain free from hazards.
   a) Trainmen must have an unobstructed walkway available parallel to all active tracks.
   b) All open excavations shall be protected with fencing.
   c) Do not store materials or equipment within 25 feet of the centerline of an active track.

3. Protect the project area from vandalism.
   a) Do not leave debris where vandals could place it on the tracks to drop it onto the tracks from an overhead structure.

b) Secure all heavy equipment from potential movement by vandals.
c) Do not store flammable materials on railroad right of way. Remove combustible waste materials daily. Do not store fuel or other flammable liquids on railroad right of way.

E. All demolition materials and scrap shall be disposed of outside the Railroad right-of-way at no expense to the railroad. At the conclusion of the project, the area must be left in a clean and graded condition to the exclusive satisfaction of the Railroad.

F. No work is allowed within 25 feet of the nearest track unless protected by a Railroad Flagman. When trains approach the work site, all demolition activity within 50 feet of the track shall stop until the entire length of the train has passed the work site.

G. The staged demolition of any portion of a structure over or adjacent to operational tracks will not jeopardize the stability of other parts of the structure awaiting demolition.

1. Where multiple tracks are involved, the demolition plan should be engineered as much as practical such that no more than one track is rendered impassable at any given moment.

H. No blasting will be permitted on Railroad's right-of-way.

II. BRIDGE REMOVAL PLAN

A. The Contractor shall submit a detailed Bridge Removal Plan to the Railroad. The Bridge Removal Plan shall encompass the following:

1) Provide a scale drawing showing the plan view, elevation and location of the structure and locations of any access roads needed on railroad right of way to access the job site. The as-built drawings may be used for the submittal provided the removal steps are clearly marked and legible.

2) Indicate the position of all railroad tracks below the bridge. Identify each track as mainline, siding, spur, etc. Identify locations where temporary crossings will be installed to cross equipment over each track.

3) List in sequential order, all procedures necessary to remove the bridge in a safe and controlled manner. Include step by step details of each sequence and the elapsed time required to execute the sequence. The removal plan must specify which, if any, sequences will render a track impassable to trains during execution of the sequence. If more than one track is adjacent to the work area, specify which tracks will be impassable during execution of each sequence.

4) Include text, drawings or photos to communicate the types of equipment that will be utilized. Include diagrams showing the position of the equipment in relation to the tracks. Where cranes are to be used, furnish the lifting capacities of the crane at the anticipated radius and the weights of components to be removed.

5) For every sequence, specify the minimum horizontal clearance from centerline of track and the minimum vertical clearance above top of rail for equipment, falsework, rubble shields and temporary supports. If a crane is to be utilized, include clearances for the backswing radius of the crane counterweight and the position of the outriggers. (Refer to the attached frame protection diagram for the minimum allowable vertical and horizontal clearances.)

6) If the removal plan includes concrete demolition, include the details of rubble control such as maximum anticipated size of rubble, drop distance, shield size and shield position.

7) The Bridge Removal Plan will indicate locations and types of temporary supports, shoring, cables or bracing required. Refer to current standard drawing 106613 "General Shoring Requirements" "Guidelines for Design and Construction of Falsework for Structures" and "Guidelines for Design and Construction of Shoring Adjacent to Active Railroad Tracks", and the appropriate Federal, State and local regulations and building codes.

8) If any temporary supports interfere with the natural drainage along the Railroad right-of-way, a temporary drainage diversion plan shall be included in the Bridge Removal Plan. The drainage plan shall route all surface water away from the railroad tracks.

a) Do not block drainage in side ditches with debris.
b) Do not place footing blocks in drainage ditches.
c) Surface runoff must be diverted away from the footing block excavations to avoid saturation of the underlying supporting soils.

9) The Demolition Plan shall include details, limits, and locations of protective shields or other measures designed to protect the rails, ties and ballast from falling debris. Include details of catchment apparatus necessary to protect the tracks from rolling debris that may fall onto side slopes. Include the design load for the shields for both the maximum static load and the maximum anticipated impact loads from falling debris. Specify the type of equipment that will be utilized to remove the debris and shields from operational tracks.

10) Protection of the track ballast section must be provided to avoid contamination of the rock with fine dust and mud produced during demolition activities. Filter fabric or some other effective means of prevent ballast contamination should be incorporated into the Demolition Plan.

11) All overhead and underground utilities in the area affected by removal of the bridge shall be located on the drawings, including any fiber optic, railroad signal, and communication lines.

11) Indicate the limits of demolition of substructures, including depths and dimensions of excavations that might be necessary to demolish buried footings.

12) The Demolition Plan should include details of planned on-site fire suppression.

B. The Contractor shall submit to the Railroad: three (3) complete sets of the Bridge Removal Plan for review and comments.

1. The Plan shall be sealed by a Civil or Structural Engineer registered in the state where the proposed demolition will take place.

2. A minimum of four (4) weeks shall be expected for the Railroad's review after the complete submittal is received.
3. No removal operations will be permitted over the Railroad right of way until the submitted material has been reviewed and approved.

C. Approval and/or comments furnished by the Railroad in the course of review of the Contractor's Removal Plan will not relieve the Contractor of the ultimate responsibility for the safe and secure demolition of the structure.

III. PROCEDURE

A. The Bridge Removal Plan must be executed such that stability is continuously maintained for the standing portions of the structure over all tracks.

1) All members of the structure being demolished must be continuously supported to resist high winds, including wind buffets and suction forces generated by high speed trains.

B. Prior to proceeding with bridge removal, the sealing Civil or Structural Engineer, or his authorized representative, shall inspect all components of the temporary support shoring, including temporary bracing and protective coverings, insuring conformity with the working drawings.

1) The sealing Engineer shall certify in writing to the Railroad that the work is in conformance with the drawings and that the materials and workmanship are satisfactory.

2) A copy of this certification shall be available at the job site at all times.

C. Well in advance of planned work, coordinate the removal schedule with the Railroad.

1) No work is allowed within 25 feet of the nearest active track unless protected by a Railroad Flagman.

2) All the removal work within 25 feet of the nearest active track shall be performed during the Track Windows granted by the Railroad Flagman.

3) When trains pass the work site, all demolition activity within 50 feet of the track shall stop until the entire length of the train has passed the work site.

D. All substructures shall be removed to at least 3 feet below the final finished grade or at least 3 feet below base of rail whichever is lower, unless otherwise specified by the Railroad.

E. All debris and refuse shall be removed from the railroad right of way by the Contractor. The premises shall be left in a neat and presentable condition to the exclusive satisfaction of the Railroad. Soils contaminated by fuel spills, hydraulic oil leaks, etc. will be removed from railroad right of way and replaced to the exclusive satisfaction of the Railroad.

F. The work progress shall be reviewed and logged by the Contractor's Engineer Should an unplanned event occur, the Contractor shall inform the Railroad and submit a procedure to correct or remedy the occurrence.

G. Beam removal and all other demolition procedures shall take place as much as practicable with equipment positioned above the track. In the rare case that beams require removal from below the structure, the following steps shall be taken before beams are allowed to straddle the tracks:

1) Certain territories with high density train traffic, especially where multiple main tracks are affected, may not grant Track Windows on all tracks simultaneously. Beam removal from the underside of structures may not be possible unless the procedure can be accomplished in very short Track Windows or be engineered such that only one track is affected.

2) The work shall be scheduled well in advance with the Railroad's Service Unit Superintendent subject to the Railroad's operational requirements for continuous train operations. The beam removal plan must be engineered to minimize the Track Window time.

3) The rails, ties and ballast shall be protected. No equipment will be crossed over or placed on the tracks unless pre-approved by the Railroad.

4) The beams shall be blocked to prevent the beams from coming into contact with the rails. Blocking shall not be placed on the rails or ties.

5) Upon approach of a train, the beams and all personnel and equipment will be moved a position to provide a minimum of 15 feet horizontal clearance and 21 ft. vertical clearance from the nearest rail. Care must be exercised to insure that crane booms are rotated to a position parallel with the track.

IV. TRACK PROTECTION

A. The track protective cover shall be constructed before beginning bridge removal work and may be supported by falsework or members of the existing structure. See the attached "Track Shield Detail and Frame Protection Detail" for additional requirements. The following are examples of protective covers that may be acceptable:

1) A decking supported by the bridge or a suspended cover from the bridge above the track clearance envelope.

2) A track shield cover over the tracks per the attached detail.

3) A framed cover outside the track clearance envelope.

4) A catcher box or loader bucket under decking and parapets overhanging the exterior girders.

5) Protection of the track ballast section must be provided to avoid contamination of the rock with fine dust and mud produced during demolition activities. Filter fabric or some other effective means of prevent ballast contamination should be incorporated into the Demolition Plan.

B. Construction equipment shall not be crossed over or placed on the tracks unless the rails, ties and ballast are protected against damage.

1) Track protection is required for all equipment including rubber tired equipment.

2) A list of equipment to be crossed over or positioned on the tracks along with the intended method of protection shall be submitted to the railroad for approval prior to use at the job site.

C. Temporary haul road crossings shall be either Timbers or Precast Concrete Panels. The type of crossing shall be determined by the Railroad.

1) Solid timbers or ballast with timber headers shall be used between multiple tracks.

2) If the job site is accessible to the public, all temporary haul road crossings shall be protected with barricades or locked gates when the Contractor is not actively working at the site.

3) Installation and removal of temporary track crossings for equipment shall be scheduled well in advance with the Railroad.

V. CRANES

A. When cranes are operated over or adjacent to the tracks the following is required:

1) The Contractor shall verify that the foundations and soil conditions under the crane and crane outriggers can support the loads induced by the crane under an assumed maximum capacity lift. The size and material type of crane mats shall be rigid and of sufficient capacity to safely distribute the crane loads.

2) Front end loaders and backhoes cannot be used in place of a crane to lift materials over the tracks. These types of equipment do not have the necessary safety features built into the machines to circumvent overloading and tipping. Only cranes with the rated capacity to handle the loads may be used.

3) Additional track protection may be required for a crane when crossing over the track. The protection methods shall be submitted to the Railroad for review and comment well in advance of intended use.

6) Cranes and other equipment utilizing outriggers shall not place outriggers on the tracks or ballast.

7) Cranes or crane booms shall not be positioned within the track clearance envelope without Railroad Flagman protection. Cranes operating from a position farther than 25 ft. from the nearest track will need a Railroad Flagman present if the boom length is such that it could fall onto a track.

8) During passage of a train, the Crane Operator must stop all movements. Crane Operators shall remain in the cab with motor at idle with the load lines, boom, rotation and travel controls locked and stationary until the full length of the train has passed the job site.

VI. CUTTING TORCHES

A. When a cutting torch or welding equipment is used in the demolition process, the following steps shall be taken:

1) Fire suppression equipment is required on-site.

2) Do not use a torch over, between, or adjacent to the tracks unless a steel plate protective cover is used to shield against sparks and slag coming into contact with timber ties. Care shall be taken to make certain the use of a steel plate does not come in contact with the rails. See "Track Shield Details" for other requirements. Details of the shield shall be submitted to the Railroad for approval.

3) Wet the ties below the steel plate and wet other timbers and flammable demolition debris located near cutting areas.

4) Monitor the work site for at least three hours after cutting has ceased to detect a smoldering fire.

B. Extensive overhead cutting may require more robust fire suppression equipment and precautions than what would normally be required for routine cuts.

1) On days when extensive torch cutting is planned, the Contractor shall have a larger water supply on hand or take other measures as needed to effectively suppress fires.

2) Overhead torch cutting and welding must cease upon approach and passage of a train.

3) Extensive torch cutting shall not take place during high winds.

4) Contractor will clear vegetation and other combustible debris from the surrounding work areas prior to engaging in extensive torch cutting.

VII. UTILITIES

A. The demolition operations shall be planned such that the utility lines are operating safely at all times. The utility lines shall be protected if affected by demolition operations. All the work associated with utility lines should be coordinated by the contractor with the respective utility companies.

VIII. HAZARDOUS MATERIALS

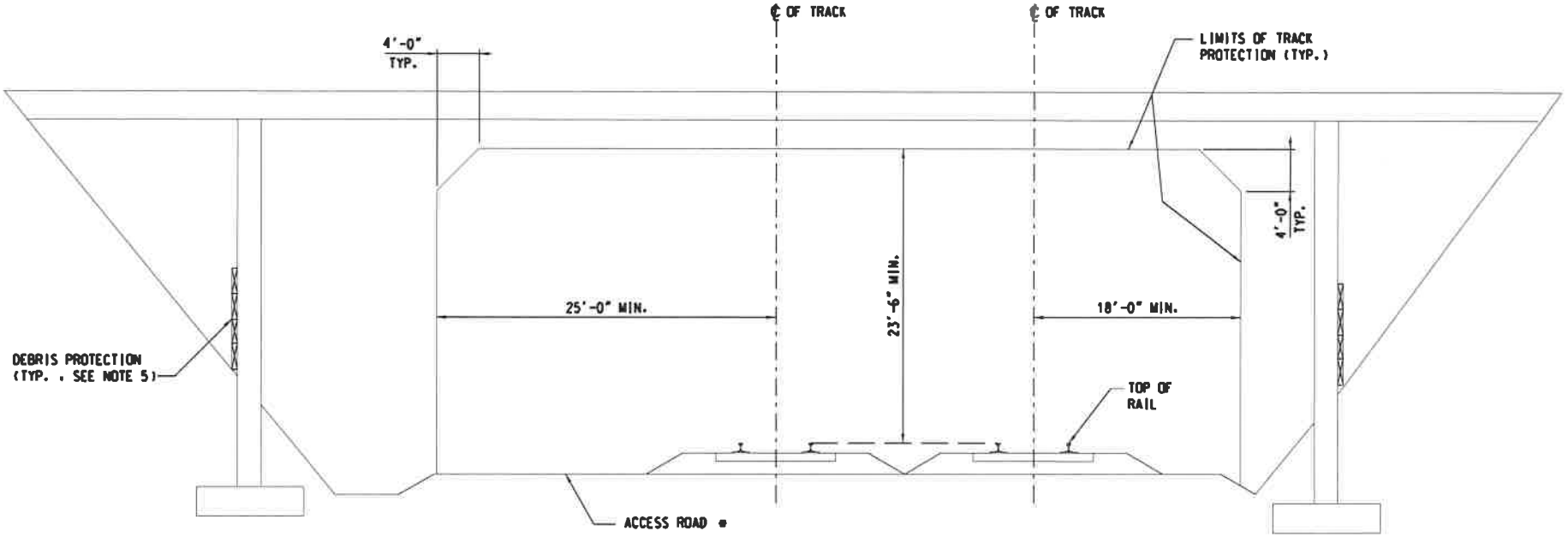
A. If any hazardous materials are discovered, provide material protection as specified in local hazardous material codes and immediately contact the Railroad.

1) If pipelines are attached to the structure, pipes must be purged of flammable or hazardous materials prior to beginning demolition.

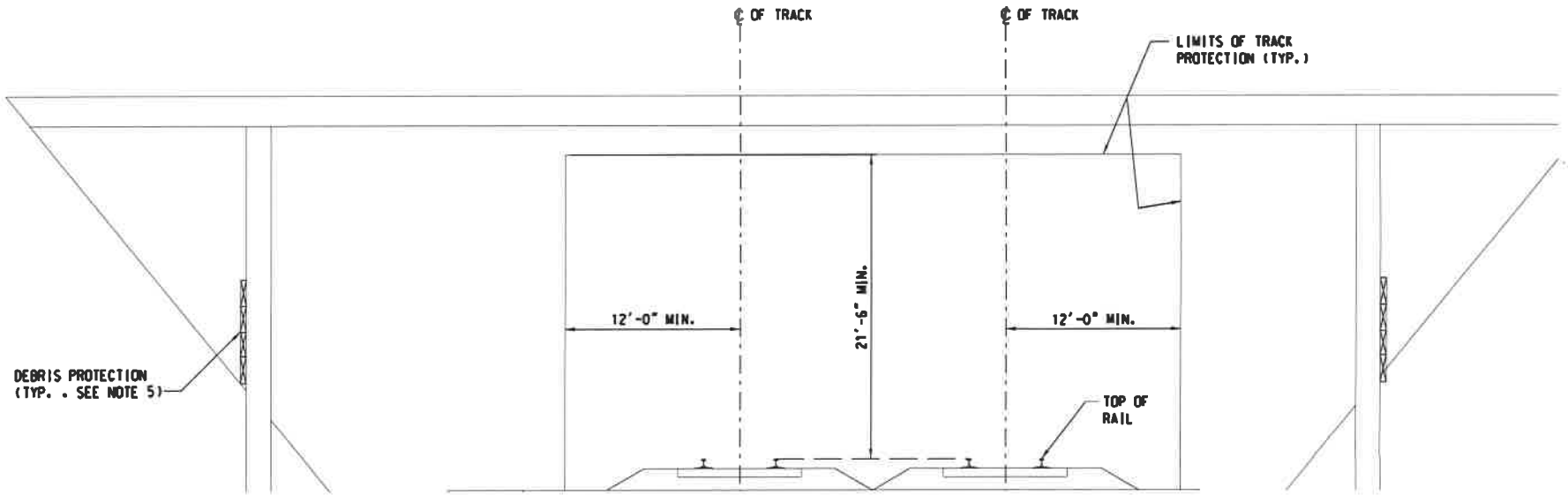
2) Fuel spills, hydraulic fluid releases, equipment oil leaks or any other release of contaminants must be reported to the Railroad. Contaminated soils must be removed and replaced to the satisfaction of the Railroad.

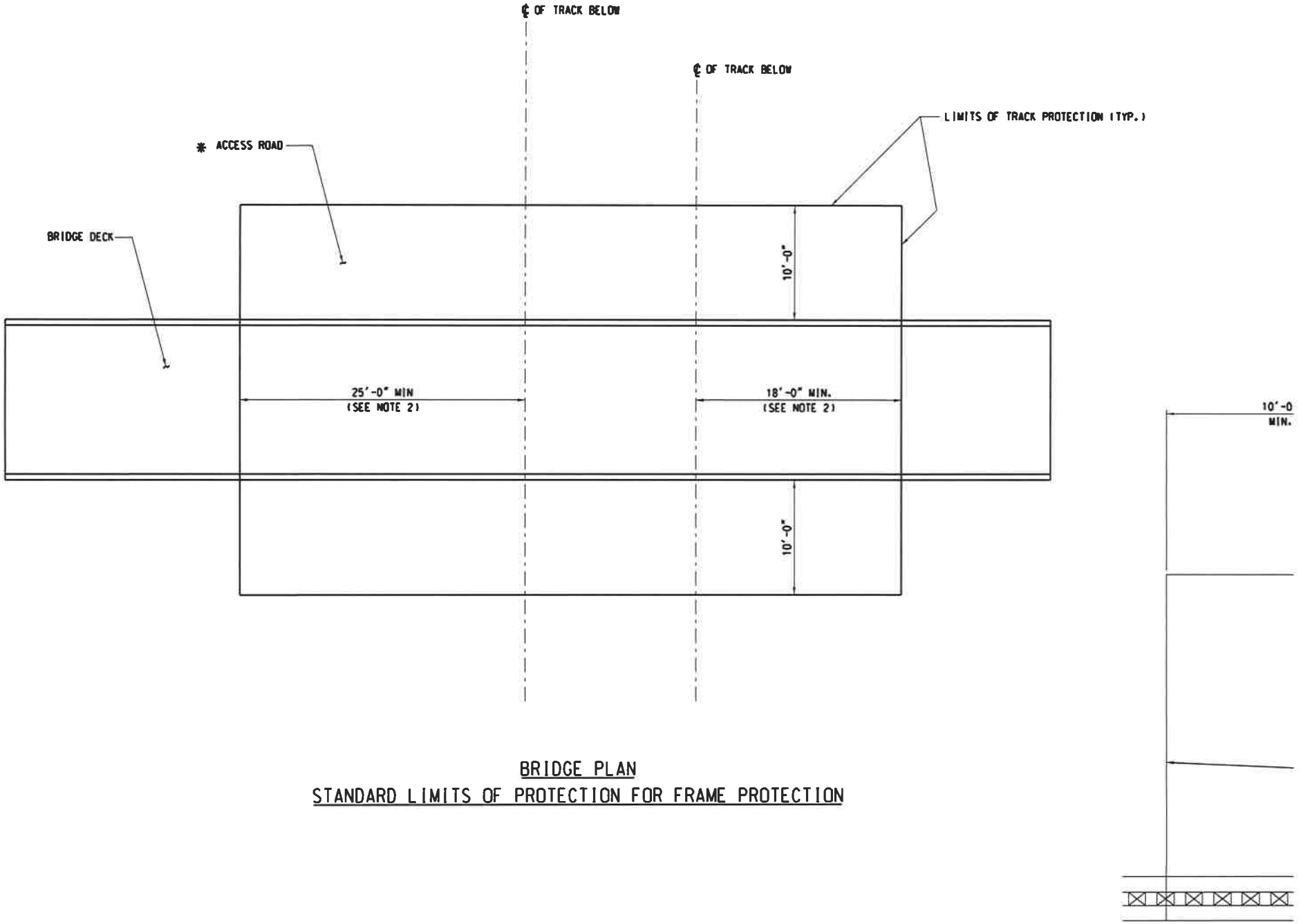
APPENDIX – BNSF-UP Demolition Drawings

- Demolition Frame Protection Details (Sheets 1 of 3 & 2 of 3)
- Demolition Track Shield Details (Sheet 3 of 3)



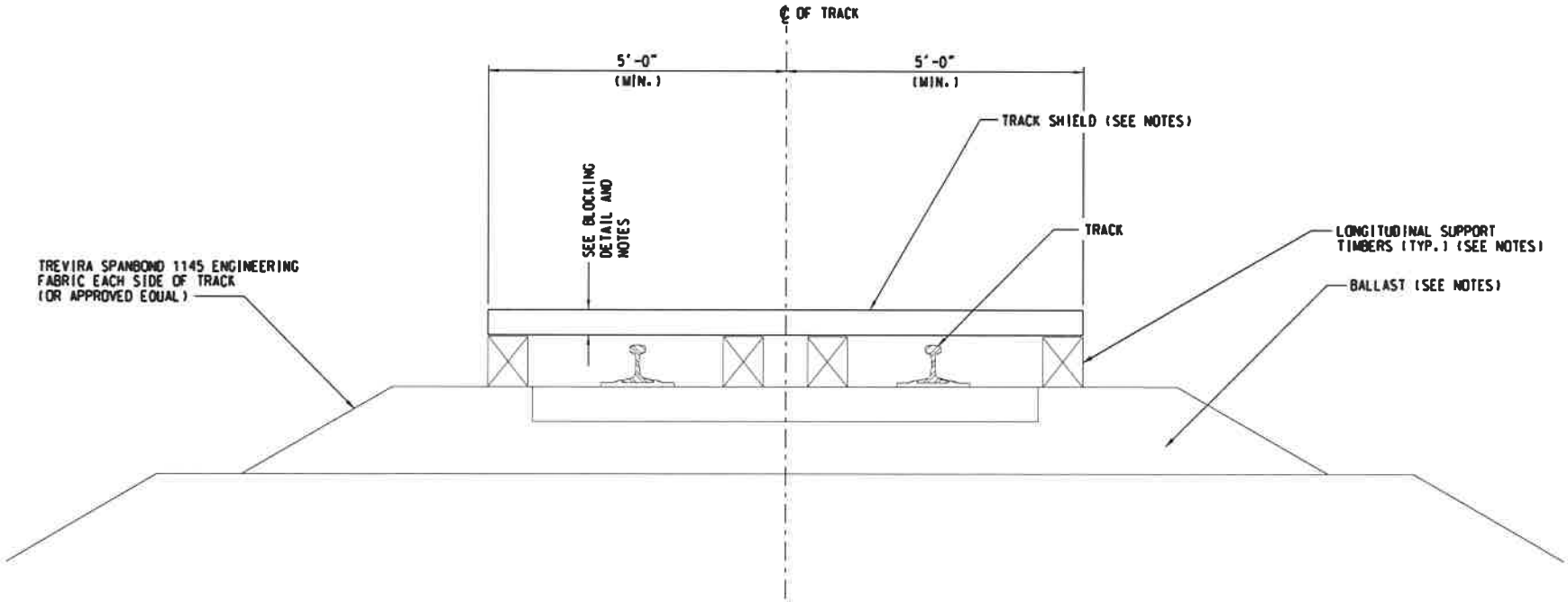
BRIDGE ELEVATIONS
STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION





BRIDGE PLAN

STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION



TRACK SHIELD DETAIL
FOR DEBRIS FALLING FROM BRIDGE DECK REMOVAL
(WHEN TRACK TIME WINDOW IS AVAILABLE)

NOTES:

1. A FLAG MAN IS REQUIRED AT ALL TIMES DURING THE USE OF A TRACK SHIELD.
2. THE TRACK SHIELD SHALL BE DESIGNED BY THE CONTRACTOR AND SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE ANTICIPATED LOADS, INCLUDING IMPACT AND PUNCTURE. THE SHIELD SHALL PREVENT MATERIALS AND EQUIPMENT OR DEBRIS FROM FALLING ONTO THE RAILROAD TRACK. ADDITIONAL LAYERS OF MATERIALS SHALL BE FURNISHED AS NECESSARY TO PREVENT FINE MATERIALS OR DEBRIS FROM SIFTING DOWN UPON THE TRACK.
3. THE SHIED SHALL BE PREFABRICATED AND FURNISHED WITH LIFTING HOOKS TO SIMPLIFY REMOVAL.
4. THE SHIELD SHALL BE OF SUFFICIENT STRENGTH TO SPAN BETWEEN IT'S SUPPORTS WITHOUT BEARING UPON
7. LONGITUDINAL SUPPORT TIMBERS FOR
IS REMOVED. BLOCKING FROM THE TO
SHIELD. REMAINING TIMBERS SHALL
8. FOR TRAIN PASSAGE, THE RUBBLE SHA
AND TO AN ELEVATION NO HIGHER THA
9. AT THE END OF THE DAY, THE RUBBLE
NEAREST RAIL AND DOWN TO ORIGINAL
CONTAMINATION BY FINE MATERIALS.

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____ _____ _____.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to

any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

_____
_____
_____
_____

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify **(Agency)** at _____and Railway's Manager Public Projects, telephone number (__)_____at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering

and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.bnsfcontractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's Division Engineer _____ at (____)_____ and provide blasting

plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25' Horizontally from centerline of nearest track
  - 23' 6" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the

Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.bnsfcontractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees,

Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at http://www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone _____)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned

beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

  - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

  - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

  - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between $800.00-$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF**

FLAGGING PURSUANT TO THIS PARAGRAPH.

- **1.05.03d** The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal

equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.bnsfcontractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

BNSF RAILWAY

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N)
  (i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F)
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID: _____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ **SSN (required)**: _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): _____

_____

_____

_____

12. Treatment:

- ☐ First Aid Only _____
- ☐ Required Medical Treatment _____
- ☐ Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:

Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:

Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS


BNSF
RAILWAY

BNSF RAILWAY

EXHIBIT "C-1"

Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: _____

Agency Project: _____

Contractor's Name (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 201_, with **Agency's Name** for the performance of certain work in connection with the following project:_____ Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **Agency's Name** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each

occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify ***Railway*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to ***Railway*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, ***Railway*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein,

naming ***Railway*** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify ***Railway*** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify ***Railway*** herein.

Failure to provide evidence as required by this section shall entitle, but not require, ***Railway*** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by ***Railway*** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving ***Railway*** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, ***Railway*** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this

Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative (_____) _____ (__) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor's Name

By:_____

Printed Name:_____

Title: _____

BNSF Railway Company

By: _____

Name: _____
Manager Public Projects

Accepted and effective this _____day of 20__.

Contact Person: _____

Address: _____

City:_____

State: _____ Zip: _____

Fax:_____

Phone: _____

E-mail:_____