

**SUPPLEMENTAL SPECIAL PROVISIONS**

**APPENDIX N**

**NCTD**

**GUIDELINES FOR PROJECTS**

**ON OR ADJACENT TO**

**RAILROAD RIGHT-OF WAY**



**GUIDELINES FOR PROJECTS  
ON OR ADJACENT TO  
RAILROAD RIGHT-OF-WAY**

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## **1. WORKING RELATIONSHIP**

- a. Where a Contractor must work in or adjacent to right-of-way (ROW) owned by either North County Transit District (NCTD) or the San Diego Metropolitan Transit Development Board (MTDB), the Contractor shall cooperate with NCTD, the San Diego Northern Railroad (SDNR), MTDB, the Southern California Regional Rail Authority (SCRRA), the Burlington Northern and Santa Fe Railway Company (BNSF), and the National Railroad Passenger Corporation (AMTRAK), hereinafter individually and collectively referred to as the "RAILROAD".
- b. The Contractor shall cooperate with the RAILROAD where work is over, under or adjacent to the tracks, or within the limits of RAILROAD property, in order to expedite the work and to avoid interference with the operations of RAILROAD equipment
- c. RAILROAD will cooperate with the Contractor so that work may be handled in an efficient manner. However, the Contractor shall have no claim for damages, extension of time, or extra compensation in the event his work is held up by any of the work to be performed by the RAILROAD, or because Contractor's work is held up due to work stoppages required by RAILROAD due to RAILROAD's operations.
- d. RAILROAD shall have the absolute right to cause the Contractor's work on RAILROAD property to cease if, in the opinion of RAILROAD, Contractor's activities create a hazard to RAILROAD's property, employees, and/or operations.

## **2. SUMMARY OF COSTS**

- a. The Contractor must obtain a Right-of-Entry Permit. The cost of the Permit, unless exceptional in nature, is \$ 500.00. *See Section 3.*
- b. Submittal review, construction oversight and quality assurance are required on projects at NCTD's sole discretion. This cost shall be borne by the Contractor. *See Section 4.*
- c. Flag protection is required. The Contractor will deposit funds with NCTD to cover the cost of flag protection, estimated at \$78 per hour with a four hour minimum per flagman. *See Section 5.*
- d. Contractor must contact NCTD for markout of RAILROAD signal or communication lines. The cost is estimated at \$ 200. *See Section 6.*
- e. Railroad Worker Safety Training class is required for all workers who will be working in the ROW. Training conducted in a group setting will be at a minimum cost of \$ 300 per training session. *See Section 7.*

- f. The Contractor must deposit funds with NCTD in the amount determined by NCTD to pay the estimated cost of safety training, flag protection, submittal review, construction oversight and quality assurance, and work to be done by RAILROAD (if any) as a condition precedent to the issuance of a "Right of Entry Permit" for the Contractor's work in the ROW. After start of construction, NCTD, in its sole discretion, may require Contractor to increase the deposit when, in the opinion of NCTD, the balance of the deposit is not adequate to cover RAILROAD's estimated remaining costs. NCTD may shut down Contractor's work on the ROW if Contractor has not deposited sufficient funds.
- g. Every Contractor must secure liability insurance naming each RAILROAD agency separately as an additional insured. Separate RAILROAD protective coverage may be required at NCTD's discretion. The Contractor must contact their own insurance company to obtain these coverages and certificates. *See Section 10.*
- h. Upon completion of the work and acceptance by RAILROAD, RAILROAD shall submit to Contractor a full accounting of all RAILROAD'S costs for the project. Contractor shall pay any balance due to RAILROAD within 30 days of invoice. RAILROAD will reimburse to Contractor any balance remaining in Contractor's deposit within 30 days of final accounting.
- i. As directed solely by the flagman or other RAILROAD representative, the Contractor should expect work stoppages and slowdowns to accommodate both scheduled and unscheduled movement of trains or RAILROAD maintenance equipment. The Contractor should consider the likely adverse impact on productivity and the financial consequences these stoppages and slowdowns may present and shall have no claim against the RAILROAD for any such stoppage or slowdown.

### **3. ENCROACHMENT PERMIT REQUIREMENTS**

- a. Whenever work of any kind is to be performed on, above or below the ROW or where equipment such as cranes or booms can reach within the ROW, or within 25 feet of the centerline of any track, an encroachment permit is needed.
- b. Prior to the commencement of work of any kind on or adjacent to the ROW, each Contractor must obtain a "Right of Entry Permit" (Permit) from NCTD. The Permit will identify the purpose of the encroachment and the time constraints under which the Contractor may operate.
- c. The Contractor shall not begin any work on or adjacent to the RAILROAD's property until the Permit has been approved by NCTD.
- d. The Contractor shall notify NCTD in writing, at least ten (10) working days before commencing any work on, over or under property or tracks of RAILROAD.

#### **4. PLAN SUBMITTAL AND REVIEW PROCESS**

- a. The Contractor shall submit to NCTD, three sets of plans showing the details of construction, including proposed methods of setup to perform the work, together with falsework plans, shoring plans, demolition plans, or other plans or calculations, if any, of work that will affect RAILROAD property and movement of trains. The Contractor shall also submit Contractor's proposed schedule for work performed on or adjacent to the ROW, type of equipment to be used and method of access. No work shall be undertaken until approval by NCTD is given in writing.
- b. NCTD may review plans internally or may send the plans out for an independent engineering review. The plans shall be evaluated for engineering soundness, potential effects upon train movements and the integrity of tracks and track bed, possible public safety concerns, and the need for flagging personnel. The cost of an engineering review is borne by the Contractor.
- c. The Contractor is responsible for submittal of a revised set of plans to address comments by NCTD or NCTD's consultants. NCTD staff and independent engineering consultants shall not design or redesign the Contractor's plans.

#### **5. FLAG PROTECTION**

- a. The Contractor shall submit RAILROAD's "Flag Protection Request Form" to NCTD at least seven (7) working days prior to any work on RAILROAD property. NCTD, in its sole discretion, will determine the need for flag protection. The cost of flag protection provided by RAILROAD shall be borne by the Contractor.
- b. Flag protection by RAILROAD representatives will be required to protect RAILROAD's facilities and property, and movement of trains and other rail equipment in the following situations:
  1. When equipment is to be operated or men are to be standing within 25 feet, measured horizontally from centerline, of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
  2. For any excavation below elevation of track sub-grade where such excavation falls within the influence of the track (defined as a line 1:1 from a point 1 foot off of edge of tie) or where, in the opinion of the RAILROAD engineering representative, such excavation may pose a threat to the integrity of RAILROAD's track structure.

3. During any clearing, grubbing, blasting or grading on or adjacent to RAILROAD property when such operations, in the opinion of RAILROAD's engineering representative, endanger RAILROAD facilities or operations.
4. At any other time while work is conducted on or adjacent to RAILROAD property when, in the opinion of NCTD, Contractor's operations will pose a danger to RAILROAD's facilities.
5. **NOTE:** RAILROAD personnel providing flag protection will require stand down of work within the RAILROAD ROW in advance of and after the passage of trains through the work zone. There are approximately 46 passenger trains and 5 unscheduled freight trains per 24-hour workday on the coastal route and 5 unscheduled freight trains per week on the inland route. Stand down time is at the discretion of personnel providing flag protection.

## **6. PROTECTION OF RAILROAD FACILITIES**

- a. The Contractor shall be responsible for protecting the tracks and property of RAILROAD and the traffic moving on such tracks, as well as the wires, signals and other property of RAILROAD, its tenants or licensees, at and in the vicinity of the work during the period of construction.
- b. The Contractor shall be responsible for any damage to RAILROAD's roadbed, tracks, RAILROAD's trains and equipment, RAILROAD's catenary wires and supports, and any other RAILROAD property, resulting from use, occupancy, or presence of Contractor, employees or agents, or subcontractors on or about the construction site.
- c. The Contractor shall take protective measures necessary to prevent any material, equipment or debris from falling on RAILROAD's tracks or equipment operating on such tracks. Any damage to RAILROAD's facilities or trains operating thereon resulting from Contractor's operations will be repaired or replaced by RAILROAD and the cost of such repairs, damage or replacement shall be paid to RAILROAD by Contractor.
- d. The Contractor shall arrange for a mark out of RAILROAD's underground utilities before Contractor may perform any work within the RAILROAD property and these markings must be maintained throughout the course of construction. **Note that RAILROAD is not a member of Dig Alert.** Please call NCTD for mark out. The Contractor shall pay all costs of the mark out.
- e. The Contractor shall not pile or store any materials, nor park any equipment on RAILROAD's property at track levels without the prior approval of NCTD. If approval is granted, the Contractor shall fence and secure materials and equipment left on site.

## **7. RAILROAD WORKER SAFETY TRAINING**

- a. All the Contractor's employees, sub-contractors and other persons working on or adjacent to the RAILROAD ROW must attend a half-day safety training class on the unique working environment, potential risks and safety precautions to observe when working on or adjacent to the railroad tracks. Classes will be scheduled by NCTD upon notification by the Contractor. The Contractor shall pay all costs of the classes.
- b. Workers whose sole responsibility is to deliver or remove materials such as truck drivers are not required to attend this class.
- c. Any person on the ROW, who does not possess a current Contractor Employee Safety Training Certification, will be ordered to leave the ROW.

## **8. TEMPORARY CLEARANCES**

- a. At no time shall work by Contractor encroach upon the following temporary clearances:
  - 10'-0" horizontally from centerline of track or
  - 11'-0" horizontally from centerline of curved track or
  - 1'-0" horizontally from the foundation of a catenary pole or
  - 26'-0" vertically above top of the tracks of the RAILROAD
- b. Any infringement on the above temporary construction clearances due to the Contractor's operations shall be submitted to RAILROAD for approval and shall not be undertaken until approved in writing by the RAILROAD until the Contractor has obtained any necessary authorization from the California Public Utilities Commission (CPUC) for any such infringement.
- c. When the temporary vertical clearance is less than 26'-0" above top of rail, RAILROAD shall have the option of requiring Contractor to install tell-tales or other protective devices RAILROAD deems necessary for the protection of RAILROAD's tracks or traffic moving thereon, at Contractor's expense

## **9. SITE CLEANUP UPON COMPLETION**

The Contractor shall, upon completion of the work covered by this contract to be performed by the Contractor upon the premises or over or beneath the tracks of RAILROAD, promptly remove from the premises of RAILROAD, all of Contractor's tools, implements and other materials, whether placed upon the premises by the Contractor or

any subcontractor, employee or agent of Contractor or of any subcontractor, and cause the premises to be left in a clean presentable condition, acceptable to RAILROAD.

## **10. INSURANCE**

Prior to execution of the contract, Contractor shall file with NCTD a certificate of insurance signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions as set forth in these insurance provisions. Contractor shall, upon the reasonable demand of NCTD, deliver to NCTD such policy or policies of insurance.

Contractor, at Contractor's sole cost and expense, shall procure and maintain the following insurance coverage

### 10.1 Railroad Protective Liability Insurance.

- a. Railroad Protective Liability Insurance covering the operations performed by Permittee or any subcontractor of Permittee within fifty (50) feet vertically or horizontally of railroad tracks.
- b. The AAR-AASHTO (ISO/RIMA) Occurrence Form (claims-made forms are unacceptable) shall be issued in the names of the North San Diego County Transit Development Board, San Diego Northern Railroad, Burlington Northern Santa Fe Railway Company, and National Railroad Passenger Corporation.
- c. The Railroad Protective Liability Insurance policy shall have limits of liability of not less than \$5 million per occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. A \$5 million annual aggregate shall apply.
- d. The original Railroad Protective Liability Insurance Policy must be submitted to NCTD prior to any entry upon the right-of-way

### 10.2. Commercial General Liability Insurance.

- a. Commercial General Liability Insurance covering liability of the Permittee with respect to all operations to be performed and all obligations assumed by the Permittee under the terms of this Permit. Products-completed operations, independent contractors, and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad and any X-C-U exclusions deleted.

- b. Coverage for commercial general liability shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- c. The commercial general liability policy must name North San Diego County Transit Development Board, San Diego Northern Railroad, Burlington Northern Santa Fe Railway Company, National Railroad Passenger Corporation and their respective directors, officers, employees, contractors and agents as additional insureds.
- d. Limits shall be no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to the Right-of-Way (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Board) or the general aggregate limit shall be twice the required occurrence limit.

#### 10.3 Automobile Liability.

- a. Automobile liability insurance covering the liability of Permittee arising out of the use of all owned, non-owned, and hired vehicles which bear, or are required to bear, license plates according to the laws of California and which are not covered under the Permittee's Commercial General Liability insurance. Coverage under this policy shall have limits of liability of not less than \$2 million per occurrence, combined single limit, for bodily injury and property damage (including loss of use) liability.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto).
- c. The automobile liability policy must name North San Diego County Transit Development Board, San Diego Northern Railroad, Burlington Northern Santa Fe Railway Company, National Railroad Passenger Corporation and their respective directors, officers, employees, contractors and agents as additional insureds.
- d. Limits shall be not less than one million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

#### 10.4 Workers' Compensation and Employer's Liability Insurance.

- a. Workers' compensation and employer's liability insurance complying with the requirements of all applicable laws relating to workers' compensation insurance, covering or insure all of the Permittee's employees working on or about the Right-of-Way.

- b. Limits shall be no less than one million dollars (\$1,000,000) per accident for bodily injury and disease.
  - c. By his/her signature hereunder, Permittee certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on the Site.
  - d. Any persons providing services with or on behalf of Permittee shall be covered by workers' compensation (or qualified self-insurance).
- 10.5 Policy Forms. All of the insurance shall be provided on policy forms and through companies reasonably satisfactory to Board.
- 10.6 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-, VII or equivalent or as otherwise approved by Board.
- 10.7 Evidences and Cancellation of Insurance.
- a. Prior to entry on the Right-of-way, Permittee shall file with the Permit Coordinator a certificate of insurance for the commercial general liability and automobile liability policies required by sections 10.2 and 10.3, with an original signature of the insurer's representative . An endorsement shall be attached to the certificate demonstrating that the policy was changed to reflect the additional insured requirements.
  - b. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be amended or canceled, except after thirty (30) days prior written notice by U.S. mail has been given to Board.

## **11. CONTACT INFORMATION**

All inquiries, submittals and payments should be directed to:

North County Transit District  
Real Estate Department  
810 Mission Avenue  
Oceanside, CA 92054  
760-966-6556

EXHIBIT A

**BRIDGE ERECTION, DEMOLITION OR  
OTHER HOISTING OPERATIONS OVER  
RAILROAD TRACKS**

Plans for bridge criteria, erection, demolition and hoisting operations, shall meet the following minimum requirements:

1. A plan view shall be submitted indicating the locations of cranes, operating radii, and delivery or disposal locations shown.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
3. Plans and computations showing weight of pick.
4. Locating plan showing obstructions, indicating that the proposed swing is possible
5. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog on information sheets of specialized equipment. Detail method of attachment on erection plan.
6. A complete procedure is to be included, indicating the order of lifts and any repositioning or refitting of the crane or cranes.
7. Temporary support of any components or intermediate stages is to be shown.
8. A time schedule of the various stages must be shown, as well as a schedule for the entire lifting procedure.

## EXHIBIT B

### **TEMPORARY SHEETING AND SHORING TO SUPPORT RAILROAD TRACKS OR BED**

The following items are to be included in then design and construction procedures for all excavation work adjacent to RAILROAD tracks:

1. Footings for all piers, columns, walls or other facilities shall be located and designed so that any temporary sheeting and shoring for support of adjacent track or tracks during construction will not be closer than toe of ballast slope (7'-5" is the dimension from gage of rail to toe of ballast for tangent track).
2. When support of track or tracks is necessary during construction of above mentioned facilities, interlocking steel sheeting adequately braced and designed to carry E-80 live load plus 50% impact is required. Soldier piles and lagging will be permitted for supporting adjacent track or tracks only when the required penetration of steel sheet piling cannot be obtained or when in the opinion of the RAILROAD Engineering Representative the steel sheet piling would be impracticable to place.
3. Exploratory trenches, three (3) feet deep and fifteen (15) inches wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in area where RAILROAD underground installations are known to exist. These trenches are for exploratory purposes only and are to be back-filled and compacted immediately. This work must be done in the presence of a RAILROAD inspector.
4. Absolute use of track is required while driving sheeting adjacent to running track. Procedure for arranging for use of track shall be through the RAILROAD Engineering Representative or RAILROAD's Flagman on the project.
5. Cavities adjacent to sheet piling, created by driving of sheet piling, shall be filled with sand and any disturbed ballast must be restored and tamped immediately.
6. Sheet piling shall be cut off at top of tie during construction and then, after construction and back-filling has been completed, any piling within twelve (12) feet or less from centerline of track, or when bottom of excavation is below line extending at 1:1 slope from end of tie to point of intersection with sheeting, shall be cut off eighteen (18) inches below existing ground line or twenty-four (24) inches below the bottom of tie, whichever is greatest, and left in place.
7. The excavation adjacent to the track shall be covered, ramped, and protected by handrails, barricades and warning lights shall be provided as directed by the RAILROAD.
8. Final back-filling of excavation shall be as required by the RAILROAD Engineering Representative.

9. The Contractor is to advise the RAILROAD of the time schedule of each operation and obtain approval of the RAILROAD for all work to be performed adjacent to RAILROAD tracks so that RAILROAD personnel may properly supervise it.
10. All drawings for temporary sheeting and shoring shall be prepared and stamped by a Professional Engineer registered in the State of California and shall be accompanied by complete design computations when submitted for approval.
11. Where physical conditions of design impose insurmountable restrictions requiring the placing of sheeting closer than specified above, the matter must be submitted to the RAILROAD Engineering Representative for approval of any modifications.
12. Particular care shall be taken to avoid erosion or filling of RAILROAD's drainage facilities. Erosion and sediment control in the vicinity of the RAILROAD shall be as approved by the RAILROAD Engineering Representative. Disrupted RAILROAD drainage facilities shall be corrected promptly, as directed by the RAILROAD Engineering Representative, at the Contractor's sole expense.

## EXHIBIT C

### **TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND CONSTRUCTION ABOVE OR ADJACENT TO RAILROAD TRACKS**

Prior to the start of construction, the Contractor shall be required to submit the details of any temporary protection shields to the RAILROAD for review and approval. The plans will be reviewed as to the methods of erection and as to whether or not the proposed installation will provide the required level of protection. It is the contractor's responsibility to design the protection shields to conform to all existing laws, regulations and specifications that govern this type of work. Shield plans and a Professional Engineer registered in the State of California shall design details. The drawings and calculations shall bear his seal when they are submitted to the RAILROAD for review and approval. Written approval shall be received from the RAILROAD prior to erecting the protection shields.

1. Any horizontal shields shall be designed to carry a live load of 100 pounds per square foot. The shield, at a minimum, shall cover the area over the tracks and shall extend not less than 10'0" beyond the centerline of the outside tracks.
2. The vertical shield shall be designed to carry a wind load of 30 pounds per square foot. The height of the vertical shield shall be 6'-6" above the top of the adjacent curb or sidewalk. Anti-climb wings shall be installed at each end of the vertical shield to prevent access over the RAILROAD.
3. In electrified territory the temporary shields shall be bonded and grounded.
4. The design and construction of the temporary protection shields will be such as to prevent any dust, debris, concrete, form-work, paint, tools, or anything else from falling onto RAILROAD property below.
5. The temporary protection shields shall be erected prior to the start of any work over the RAILROAD. The RAILROAD will be the sole judge to determine whether or not sufficient protection has been provided to perform the work.
6. Caution shall be taken to control the demolition so that any debris that may fall onto the shield will not exceed the design live load of the shield.
7. The temporary protection shields shall be attached to the structure in accordance with plans submitted by the contractor and approved by the RAILROAD. Drilling through or welding to the structure shall not be permitted. In electrified territory the catenary beneath the bridge shall be de-energized when installing the shield.
8. The temporary protection shields shall not intrude on any existing minimum vertical clearance shown on the plans.
9. The contractor will be required to complete the actual erection and removal of the temporary protection shields over the RAILROAD according to a schedule acceptable to the RAILROAD.

10. The RAILROAD shall have representatives present during the construction, erection, and removal of the shield. The contractor shall do no work to erect or remove the shields at any time during the operation of trains, or when a RAILROAD representative is not present.
11. The temporary protection shields shall remain in place until all work over the RAILROAD has been completed and shall be removed only when permitted by the RAILROAD.