

# **REQUIREMENTS FOR WORKING ON, ABOVE OR BELOW CANADIAN PACIFIC RAILWAY RIGHT-OF-WAY**

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Special Provision No. 199F04

August 2018

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## **1.0 SCOPE**

This Special Provision covers the requirements and operational constraints for work within the Canadian Pacific (CP) Railway right-of-way and shall be read in conjunction with Canadian Pacific Railway Minimum Safety Requirements for Contractors Working on Railway Property. In the event of any inconsistency or conflict, the more restrictive requirement shall apply.

The term Railway refers to Canadian Pacific Railway.

## **2.0 SAFETY REQUIREMENTS**

Canadian Standards Association (CSA) approved hard hats, safety footwear and safety glasses for head, foot and eye protection and safety vests for high visibility must be worn at all times while on the Railway right-of-way.

The color red shall not be used for hard hats, safety vests or survey markers on or adjacent to the Railway right-of-way in order to avoid conflict with Railway operational practices. Other highly visible colors such as yellow, orange or white are acceptable.

## **3.0 CONTACT INFORMATION**

Railway contacts are:

[\* Designer Fill-In, See Notes to Designer]

## **4.0 GENERAL REQUIREMENTS**

All work within the Railway right-of-way shall comply with the regulatory requirements and health and safety guidelines of the Railway authorities, including but not limited to, the following safety guidelines issued by the Railway:

- 1) Operational Constraint for Work On, Above or Below Railway Right-of-Way.
- 2) Minimum Safety Requirements for Contractors Working on CP Property in Canada.
- 3) Flagging Protection Protocol.
- 4) Policy on Use of Electronic Devices.
- 5) Overtime Policy for All Canadian Engineering Services Employees.

In addition, the Contractor shall comply with the ACCESS PROTOCOLS AND SAFETY AND SECURITY PROTOCOLS of Canadian Pacific Railway-MTO Legal Agreement on the behalf of the Owner.

## **5.0 OPERATIONAL CONSTRAINTS**

The Contractor shall comply fully with all requirements of the Railway in planning, scheduling and control of the works within the Railway right-of-way.

Work shall not begin on, above or below the Railway right-of-way until the proof of liability insurance specified in the Contract Documents has been complied with.

All Railway costs including cable locate fees and damage or delay costs, except flagging costs, resulting from the Contractor's operations shall be the Contractor's responsibility.

The Contractor shall be liable for a period of one year from the date of completion of the work all costs, direct and indirect, incurred by the Railway due to the settlement of track(s) or any other problems related to the Railway's operations, property or infrastructure that occur as a result of the Contractor's operations. The settlement will be assessed by the Railway.

The Contractor shall plan and carry out the Work in a manner that does not interfere with rail traffic, cause clearance restrictions and minimizes the requirement for Railway flagging. The Contractor's Working Plans and schedule shall be reviewed and approved by the Contract Administrator and the Railway to ensure the compliance with the Railway's requirements.

All communications with the Railway shall be done through the Contract Administrator. The Contractor shall have a Superintendent present at all times, capable of receiving instructions from the Contract Administrator regarding work on the Railway right-of-way.

Work may be stopped under the authority of the Railway flagperson at any time to accommodate train movements.

All work executed by the Contractor shall not interfere with the continued, safe movement of rail traffic.

[\*\* Designer Option, See Notes to Designer].

## **6.0 FLAGGING REQUIREMENTS**

A Railway flagperson shall be present at all times when work progresses within the Railway right-of-way unless otherwise approved in writing by the Railway. The provision of a Railway flagperson by the Railway shall not relieve the Contractor from liability for damages to Railway facilities caused by the Contractor's operations, its agent or subcontractor(s) acting on its behalf.

A Railway flagperson shall be required when any personnel or equipment is working on the Railway right-of-way under the following conditions:

- a) within 15 metres of the centreline of the nearest track or,
- b) on the structure or,
- c) any falsework or protective devices where the Work, in the opinion of the Contract Administrator or the Railway, may be exposed to, or interfere with the operation of the Railway tracks.

When the Work is confined to the MTO right-of-way and the highway on which the Work is being performed runs parallel to the Railway tracks and right-of-way, railway flagging shall be required when the Contractor's use of Equipment could obstruct the Railway track in any seen or unforeseen manner.

All instructions from the Railway flagperson shall be obeyed immediately by all personnel on site.

Charges for Railway flagperson services shall be invoiced to and paid by the Ministry of Transportation Ontario as specified in the MTO General Conditions of Contract. In the event that flagging protection is arranged for a given day and no work is performed, a minimum charge of 8 hours for flagging services will be invoiced to the Ministry of Transportation Ontario. The Contract Administrator will then deduct the cost from the next monthly progress payment to the Contractor.

This Contract may require approximately [\*\*\* Designer Fill-In, See Notes to Designer] days for the operations in the presence of Railway flagperson.

The Railway flagperson will be available a maximum of [\*\*\*\* Designer Fill-In, See Notes to Designer] hours per week including travel time to and from assigned headquarters and time to set up and remove track protection each day.

The Contractor shall arrange a daily site meeting with the Railway flagperson to review daily work plan and safety requirements prior to the commencement of daily work.

## **7.0 FLAGGING NOTIFICATION**

When a Railway flagperson is required, the Contractor shall submit a written request to the Contract Administrator immediately after contract award. A minimum of 90 days advance notice shall be provided to the Railway by the Owner for the request of flagging prior to contract tendering, in advance when a Railway flagperson is required to allow the Railway time to bulletin the position to the unionized labour force. If prior to the Work commencing the Contractor receives notice that a CP flagperson is not available, the Contractor shall reschedule the proposed work to a date and time when such flagging protection will be available.

When flagging protection is no longer required, a written request to cancel flagging protection shall be submitted by the Contractor to the Contractor Administrator a minimum of 15 Business Days in advance of the cancellation. Bulletined flagging positions may only be cancelled by providing the Railway with written notice a minimum of 10 Business Days prior to the cancellation date.

The Contractor shall contact the CP Network Management Centre in Calgary at 1-800-795-7851 (or such other contact number CP may publish from time to time) not less than 5 Business Days prior to the proposed access date to determine the location of any Utility Works or structures under or on Railway Lands.

The Contractor shall provide notice to and obtain consents from owners of Utility Works (including Third Party Fibre Systems) who may be affected by the Work, including those Utility owners who are required to give consents to protect or relocate such utilities.

In the event the Contractor requires emergency access to the surface or subsurface of the Railway Lands, the Contractor shall contact CP Police at 1-800-716-9132, or such other contact number the Railway may publish from time to time.

## 8.0

### CONSTRUCTION REQUIREMENTS

The Contractor shall provide full details of their plans for track protection, work scaffolding, formwork construction, formwork removal, shoring and falsework and equipment placement. All scaffolding, formwork and any other protective coverings to be used on the project must be satisfactorily secured such that they will not come loose by the movement of passing high speed trains.

A minimum of four (4) copies of plans and calculations stamped and signed by an Engineer shall be forwarded a minimum of four (4) weeks for review by the Contract Administrator and the Railway prior to commencement of such work.

At no time shall the Contractor or the Contractor's equipment or personnel work closer than 3.66 metres from the nearest rail of the nearest track without obtaining prior written consent from the Contract Administrator.

All equipment must stop working on the approach of any train when said equipment is on the Railway right-of-way, or within 15 metres of the centerline of the nearest track; or when said equipment is in the vicinity of the track(s) and where the work, in the opinion of the Contract Administrator or the Railway, may be exposed to, or interfere with the operations of the Railway.

The Contractor shall not be permitted to cross any Railway tracks with equipment or vehicles. Contractor's personnel will only be permitted to cross the Railway tracks under the protection of the Railway flagperson, unless it is at regular road-rail crossing and the Contractor follows the traffic and rail rules as public crossing.

The construction of a temporary construction crossing will only be permitted where, in the opinion of the Railway, it is safe to do so and subject to the execution of a temporary crossing agreement.

The Contractor shall ensure that both rails of the same track are never connected with any conductor of electricity.

The Contractor shall maintain positive drainage during construction.

No material or debris will be permitted to be stored or stockpiled on the Railway right-of-way. The Railway right-of-way shall be restored to its original condition at the end of the project, including track ballast that has become fouled as a result of the construction, with no additional cost to the owner or Railway.