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ADVISORY · ENGINEERING · IN THE FIELD

EXPOSURE READ 29

# THE CONTRACTOR

*Seven questions for anyone who hires a contractor to work on its own track.*

**07**

**QUESTIONS**

Run them on your contract, then on the ballast. Your score is the reading.

**07**

**THE CONTRACTOR WORKSHEET**

One sheet a project, filled from the contract and the ballast and dated.

**THE NUMBER NOBODY COMPUTES**

What the contract required, what was actually done, and what remains. § 03

ISSUED BY

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v.22 · effective 25 NOV 2026 · the current edition comes from solutions@steelwheels.co

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INSIDE THE READ

# THE GANG MOVES ON, THE TRACK STAYS.


01 Why this exists — 03
*the gang moves on, the track stays*

02 The seven — 04
*run them on your contract, then on the ballast · your score is the reading*

03 What a missing answer costs — 08
*acceptance without a record is a gift of the open items*

04 What to do with the answers — 05
*found before acceptance, a deficiency is the contractor's to correct*

05 If the answer was no — 09
*an open item after acceptance is yours*

06 Who else should run these — 06
*the owner's side of the work*

07 One project from the ballast, and the punch list — 11
*what the ground shows that the progress report does not*

08 What the work actually produces — 12
*so you know what you would be buying*

09 If you want a second set of eyes — 09
*the questions are the test of the firm*

10 The words, defined — 15
*so the seven are read the same way*

11 The contractor worksheet — 17
*one sheet a project, filled from the contract and the ballast and dated*

12 What this adds up to — 18
*the close, and how to reach us*


THE RECORD 49 CFR 213.5(f), 213.7(a), 214.7 and 214.303(a), eCFR point-in-time 17 NOV 2026, read 19 NOV 2026 · 213.5(a), (c), (d) · 213.7(e), (f) · 214.311 · 214.315 · 214.343 · BNSF Engineering Instructions 7.2.1 E, 7.2.8 C

§ 01 THE GANG MOVES ON, THE TRACK STAYS

# WHY THIS EXISTS

**You came here to know whether the contractor built what you paid for. Under that is a quieter question: whether anyone on your side watched the work closely enough to say so, before whoever knows the work has gone.**

In our field experience, a contractor is paid on progress, and progress is reported by the contractor. *A progress report cannot say by itself what was built, what is unresolved and what the record supports.* The federal track rule requires a contractor who performs any function the rule requires to perform it in accordance with the rule (49 CFR 213.5(f)). It does not move the track off the owner's books. A construction contract does not by itself assign responsibility for the track; an assignment under 49 CFR 213.5(c) takes written notice to FRA at least 30 days in advance. The day the work is accepted, the gang's work is your track.

### WORK THAT IS NEVER CHECKED BEFORE IT IS COVERED WILL ALWAYS LOOK FINISHED

The ties, the plates and the ballast section show what was done only while they are open to the eye. Whether the contractor finished is the second question. The first is whether what he finished is what you paid for, and what is still open.

§ 02 RUN THEM ON YOUR CONTRACT, THEN ON THE BALLAST · YOUR SCORE IS THE READING

# THE SEVEN

| | THE QUESTION | WHAT YOU ARE LOOKING FOR, AND WHAT A BAD ANSWER MEANS |
|---|---|---|
| 01 | What do the contract and the specification require, item by item? | Every quantity, every material, every tolerance, cited to the page. A requirement nobody can point to is one nobody can enforce, and a punch list written from memory is not a punch list. |
| 02 | Who on your side is designated to supervise the work under traffic? | Each track owner shall designate qualified persons to supervise restorations and renewals of track under traffic conditions (49 CFR 213.7(a)). The rule puts that designation on the owner, whoever holds the tools. **If you cannot name the designee and the date of the designation, the work under traffic is unsupervised in the only sense the rule recognizes.** |
| 03 | Whose on-track safety program protects the contractor's men? | A roadway worker includes an employee of a railroad or of a contractor to a railroad (49 CFR 214.7). Each railroad's on-track safety program must afford on-track safety to all roadway workers whose duties are performed on that railroad (49 CFR 214.303(a)). Men on your railroad work under your railroad's program, and the program has to say how. **A contractor's program, used in place of yours and not adopted by you, is not your program.** |
| 04 | What was installed, against what was billed? | Ties counted in the track and ties counted on the invoice are two different figures. Walk the work. Count what is in the ground. Set it against the pay item. **A quantity that exists only on an invoice is not a quantity in the track.** |
| 05 | Is each deficiency documented before it is covered or accepted? | In the open, it is a punch-list item. Under fresh ballast, it is a dispute. Photograph it, locate it, and write the date before it disappears. (Field evidence, taken on the work.) **A deficiency found after acceptance is yours.** |
| 06 | Does each change order stand against the field condition said to justify it? | A change order is a price, and the ground either supports it or it does not. Read the stated basis against the condition, the contract, and the record. **A change order that cannot be walked is a change order that cannot be paid with confidence.** |
| 07 | What does the record hold on the day the work is accepted? | The designations, the quantities, the punch list, the change orders, the tests and the as-builts, in one place, dated. It is what remains when whoever knows the work has moved on. **An acceptance without that record is an acceptance of whatever the gang says it built.** |

Seven answered from your contract and from the ballast is a score. The ones you cannot answer are the finding.

THE RECORD 49 CFR 213.7(a) · 214.7 · 214.303(a) · eCFR point-in-time 17 NOV 2026

§ 02 THE SEVEN · QUESTIONS 02 AND 07, CONTINUED

# WHAT THE TRACK RULE ASKS OF THE OWNER

Questions 02 and 07 ask who supervised the work and what the record holds. *Part 213 puts both on the owner.*

## I. WHEN THE TRACK DOES NOT COMPLY

An owner of track who knows or has notice that the track does not comply with Part 213 shall bring the track into compliance, halt operations over it, or operate under the authority of a person designated under 213.7(a) (49 CFR 213.5(a)).

## II. WHEN RESPONSIBILITY IS ASSIGNED

Where an owner assigns responsibility for the track to another person, by lease or otherwise, written notice goes to FRA's Track and Structures Division at least 30 days in advance, with a statement signed by the assignee acknowledging the assignment. The Administrator may hold the track owner or the assignee or both responsible (49 CFR 213.5(c), (d)).

## III. THE DESIGNATION RECORD

The owner keeps records of each designation in effect, the date each was made, and the basis for each, including the method used to determine that the person is qualified, readily available for inspection by FRA (49 CFR 213.7(e), (f)).

**Our reading: ask for that record before the gang arrives. It answers Question 02 in writing.**

THE RECORD 49 CFR 213.5(a), (c), (d) · 213.7(e), (f)

§ 02 THE SEVEN · QUESTION 03, CONTINUED

# THE ON-TRACK SAFETY RULES THAT REACH THE CONTRACTOR'S CREW

Question 03 asks whose program protects the contractor's crew. *Part 214 names the contractor as an employer too.*

## I. THE CONTRACTOR AS EMPLOYER

An employer is "a railroad, or a contractor to a railroad, that directly engages or compensates individuals to perform any of the duties defined in this part" (49 CFR 214.7). Each employer is responsible for the understanding and compliance by its employees with its rules and the requirements of the part, and guarantees each employee the right to challenge in good faith whether the on-track safety procedures to be applied comply with the rules of the operating railroad (214.311(a), (b)).

## II. THE ROADWAY WORKER IN CHARGE

Every roadway work group whose duties require fouling a track has one roadway worker in charge, designated by the employer and qualified under the rules of the railroad that conducts train operations on those tracks. Before any member of the group fouls a track, that roadway worker in charge informs each roadway worker of the on-track safety procedures to be used (49 CFR 214.315(c), (d)).

## III. TRAINING AND ITS RECORD

No employer assigns an employee the duties of a roadway worker unless that employee has been trained in the on-track safety procedures for the assignment, and each employer of roadway workers keeps written or electronic records of each roadway worker qualification in effect (49 CFR 214.343(a), (d)).

**Our reading: ask the contractor for those records, and for the name of its roadway worker in charge, before its crew fouls your track.**

THE RECORD 49 CFR 214.7 · 214.311(a), (b) · 214.315(c), (d) · 214.343(a), (d)

§ 02 THE SEVEN · QUESTION 04, CONTINUED

# ONE RAILROAD'S STANDARD FOR THE COUNT

Question 04 sets the count in the track against the count on the invoice. *One railroad writes the count into its instructions.*

## I. TIES UNLOADED, COUNTED AGAINST THE SHIPPING NOTICE

As one railroad's standard, BNSF Engineering Instructions 7.2.1 E have the tie unloading contractor track the number of ties unloaded per car, to be compared with the shipping notice counts; for cars the contractor did not unload, the ties unloaded are verified against the ties shown loaded on the shipping notice, and exceptions are reported. Contractors are scored, and payment applied, on the accuracy of GPS tie unloading within 50 equal segments per mile.

## II. THE END-OF-DAY DEBRIEFING

The same instructions call for an end-of-gang-day job debriefing with the gang roadmaster, the foreman and the assistant foreman, and at least one representative from any contractor that may be a part of the project, to compile and confirm the information needed to report the gang's activities accurately (BNSF Engineering Instructions 7.2.8 C, item 10).

**Our reading: the count that settles Question 04 is made on the day, with the contractor present.**

THE RECORD BNSF Engineering Instructions 7.2.1 E · 7.2.8 C

§ 03 ACCEPTANCE WITHOUT A RECORD IS A GIFT OF THE OPEN ITEMS

# WHAT A MISSING ANSWER COSTS

**A deficiency left in the track and paid for as complete becomes yours the day you accept the work. A quantity billed and not installed is paid for twice: once to the contractor, and again when you put the material in later. A change order that does not match the ground is a price with no work behind it.**

The designation under 49 CFR 213.7(a) is not paperwork for its own sake. Where track is renewed under traffic, the rule requires a named, qualified person. If that name is missing, the work was done without the supervision the standard requires, and the track you accept is track you cannot say was renewed under the rule.

*The cost of a missing answer is not a delayed close-out. It is a railroad that has paid for work it cannot prove, and accepted track it has not seen.*

§ 04 FOUND BEFORE ACCEPTANCE, A DEFICIENCY IS THE CONTRACTOR'S TO CORRECT

# WHAT TO DO WITH THE ANSWERS

**Run the seven in the contract documents, then on the ballast, before the work is accepted and paid. Count what is in the ground. Write every deficiency while it is still open to the eye. Test every change order against the condition that is said to justify it. Put the designations, the quantities and the punch list in one record, dated, on the day you accept.**

Where the work does not meet the contract, it is corrected before acceptance, or it is accepted as a deviation you named and priced. Where the record will not support a pay item, that item is not paid. *The finding is yours to use at the table with the contractor, and it is worth more if it arrives before the gang has gone.*

§ 05 AN OPEN ITEM AFTER ACCEPTANCE IS YOURS

# IF THE ANSWER WAS NO

If the contract cannot be pointed to, if the designation is missing, if the count in the track does not match the invoice, or if a deficiency has already been covered, that is the finding. It does not mean the contractor failed at everything. It means you cannot yet accept the work as complete.

Some open items can still be measured. Some cannot, once they are under ballast. *The work of this Read is to tell those two apart while there is still time, and to put the ones that remain in writing so the close-out is a decision and not a hope.*

If you run all seven and the work holds up, you have a record you can accept against, and a close-out you can defend. **That is worth the walk by itself**, and it is the outcome we would rather you reach without us.

§ 06 THE OWNER'S SIDE OF THE WORK

# WHO ELSE SHOULD RUN THESE

The officer who will accept the work and sign for payment. The person designated under 49 CFR 213.7 to supervise the renewals. The roadway worker in charge who establishes the working limits. The inspector who counts what is in the ground. *The seven are not a contractor's close-out exercise.* They are the owner's read of the owner's track.

A contractor may run them on his own work. The finding remains the owner's, because the track does.

§ 06 WHO ELSE SHOULD RUN THESE · THE SEAMS

# WHERE THE WORK FALLS BETWEEN PARTIES

Each party holds a piece of the work. *The gaps sit in the seams between them.*

Each party keeps its own record of the work and assumes another keeps the whole. Seven seams recur. Each one joins a question already in this Read.

| | THE SEAM | WHERE IT IS READ HERE |
|---|---|---|
| 01 | The owner and the contractor. One accepts the track and keeps it; the other built it and moves on. | Question 07 · § 01 |
| 02 | The owner's designee and the contractor's foreman. One supervises the renewal under traffic; the other runs the gang (49 CFR 213.7(a)). | Question 02 |
| 03 | The railroad and the contractor as employers. Each answers for its own employees; the railroad's program covers both (49 CFR 214.303(a); 214.311(a)). | Question 03 |
| 04 | The inspector and the accounts payable desk. One counts what is in the ground; the other pays what is on the invoice. | Question 04 |
| 05 | The engineer who wrote the specification and the inspector on the work. One set the tolerance; the other sees whether it was met. | Questions 01 and 05 |
| 06 | The officer who approves the change order and the field. One signs the price; the other knows the ground it cites. | Question 06 |
| 07 | The shipping notice and the track. One count left the plant; the other is in the ground. | Question 04 · 04C |

THE RECORD 49 CFR 213.7(a) · 214.303(a) · 214.311(a)

§ 07 WHAT THE GROUND SHOWS THAT THE PROGRESS REPORT DOES NOT

# ONE PROJECT FROM THE BALLAST, AND THE PUNCH LIST

## ONE PROJECT FROM THE BALLAST

Walk a stretch that has been reported complete. Count the ties. Look at the plates, the anchors, the ballast section and the surface. Set what you see against the pay items and the specification. The difference, if there is one, is the finding, and it is larger or smaller than anyone at the table expected only if nobody has walked it yet.

## THE PUNCH LIST, WRITTEN IN THE OPEN

Every deficiency is located, dated and photographed before it is covered or accepted. (Field evidence, taken on the work.) Each change order is walked against the condition it cites. The record that holds those two things, with the designations and the quantities, is the record on which you accept. **If it is not in that record on the day of acceptance, it will not be in the track later except as a problem that has already been paid for.**

§ 08 SO YOU KNOW WHAT YOU WOULD BE BUYING

# WHAT THE WORK ACTUALLY PRODUCES

| HOW THE WORK RUNS | IN OPERATING TERMS |
|---|---|
| **What we look at first** | Your contract, the specification and the change orders, item by item, before anyone walks, and then the work itself, open or as it stands. |
| **What we test** | What was required against what was installed and billed; the designations under traffic; the on-track safety program that actually covers the men; every deficiency still open; every change order against the ground; and the record as it will stand on the day you accept. |
| **What we cut** | Whatever the contract and the ground already settle. A stretch that holds up is closed in a line, and the time goes to the open items and the quantities that will not match. |
| **What you get** | Your exposure in quantities and in dollars, taken from your contract and from the ballast; a punch list written in the open; and an honest read on whether the work can be accepted as it stands. Yours to keep. |

| WHAT ARRIVES | WHAT IT IS, AND WHAT IT IS NOT |
|---|---|
| The work, read against the seven | Every requirement the contract will support, every quantity that is in the ground, and every question the record will not answer, named as such. **The ones the record will not answer are the finding**, and they are set down in writing so that nobody has to take them on anyone’s word. |
| A punch list, written before acceptance | Each deficiency located, dated and photographed while it can still be seen, with the contract item it fails. |
| A change-order ledger, walked | Each change order against the field condition said to justify it, paid or held as the ground supports. |
| An honest read on acceptance | Whether the work, as it stands, can be accepted against the contract. **Including the answer you would rather not have**, which is the only reason the answer is worth anything. |
| And what it is not | This is not legal advice and it does not replace counsel. It establishes what the contract required and what was built — the facts your counsel needs in order to advise you at all. It is not the contractor’s close-out, and it is not a certification of the track. |

THE RECORD 49 CFR 213.5(f), 213.7(a), 214.7 and 214.303(a), eCFR point-in-time 17 NOV 2026, read 19 NOV 2026

§ 08 SO YOU KNOW WHAT YOU WOULD BE BUYING · CONTINUED

# WHAT THE WORK ACTUALLY PRODUCES

| WHAT YOU CAN HOLD US TO | WHAT IT MEANS ON YOUR PROPERTY |
|---|---|
| The question | Fixed in writing before the work starts, and the page is yours to keep. |
| The name | One railroader scopes the work, sees it through and signs the finding. **He answers for it from the first day to the last, and after.** |
| The basis | Every finding cites what it stands on, the record or the field check, so your own team can test it. |
| The direct answer | When the work holds, the finding says so, and the work stops there. |
| The stages | Each stage ends on something you can use if you stop there. |
| The check-back | A return date is set at the start. Where the work leaves a fix, we come back on that date and measure whether it held. |

§ 09 THE QUESTIONS ARE THE TEST OF THE FIRM

# IF YOU WANT A SECOND SET OF EYES

**The questions in § 02 are the test of the firm that wrote them.** Run them, and judge the firm by what they find.

SteelWheels.Co is a firm of career railroaders, with better than 160 years of combined field experience. Nobody we send learns railroading on your property. If you want the work done by someone who has walked contracted track work before it was accepted — let us know what you found.

THE RECORD 49 CFR 213.5(f), 213.7(a), 214.7 and 214.303(a), eCFR point-in-time 17 NOV 2026, read 19 NOV 2026

§ 09 THE QUESTIONS ARE THE TEST OF THE FIRM · WHERE THE READ COMES FROM

# THE QUALIFICATION BEHIND THE READ

Section 09 offers someone who has walked contracted track work before it was accepted. *Here is the field side.*

## I. THE CLASS I SIDE

Our principal's track credential is BNSF Tier III, certified and current. Through March 2026 our principal was a production roadmaster on a Class I railroad, accountable for seven subdivisions and the capital and maintenance program under them, with 49 CFR Parts 213 and 214 on the track side.

§ 10 SO THE SEVEN ARE READ THE SAME WAY

# THE WORDS, DEFINED

| TERM | WHAT IT MEANS IN THIS READ |
|---|---|
| Contract and specification | The documents that state what is to be built, in what quantity, of what material, to what tolerance, and on what terms it will be paid. |
| Designation | The owner’s naming of a qualified person to supervise restorations and renewals of track under traffic (49 CFR 213.7(a)). |
| On-track safety program | The railroad’s program that must afford on-track safety to all roadway workers, including a contractor’s, whose duties are performed on that railroad (49 CFR 214.303(a); 214.7). |
| Pay item | A quantity in the contract for which the contractor bills. It is not, by itself, a quantity in the track. |
| Deficiency | A condition that does not meet the contract or the specification, documented before it is covered or accepted. |
| Change order | A priced change to the work. It stands only if the field condition it cites supports it. |
| Acceptance | The owner’s decision that the work is complete against the contract. After it, an open item is the owner’s. |

§ 10 SO THE SEVEN ARE READ THE SAME WAY · CONTINUED

# THE TERMS BEHIND THE ADDED PAGES

Six terms, used on the proposed pages of this edition.

| TERM | WHAT IT MEANS IN THIS READ |
|---|---|
| Assignment | An owner's transfer of responsibility for the track to another person, by lease or otherwise, noticed in writing to FRA at least 30 days in advance (49 CFR 213.5(c)). A construction contract does not make one by itself. |
| Designation record | The owner's record of each designation in effect, the date it was made and its basis (49 CFR 213.7(e)). |
| Employer | A railroad, or a contractor to a railroad, that directly engages or compensates individuals to perform the duties Part 214 defines (49 CFR 214.7). |
| Roadway worker in charge | The roadway worker qualified to establish on-track safety for a roadway work group (49 CFR 214.7), designated by the employer, one to each group that fouls a track (214.315(c)). |
| Working limits | A segment of track with definite boundaries on which trains and engines may move only as authorized by the roadway worker having control over it (49 CFR 214.7). |
| Job briefing | The on-track safety briefing the employer gives a roadway worker assigned to foul a track, complete only once the worker acknowledges understanding it (49 CFR 214.315(a), (b)). |

THE RECORD 49 CFR 213.5(c) · 213.7(e) · 214.7 · 214.315(a), (b), (c)

§ 11 ONE SHEET A PROJECT, FILLED FROM THE CONTRACT AND THE BALLAST AND DATED

# THE CONTRACTOR WORKSHEET

| | WHAT YOU WRITE DOWN | HELD IN WRITING | KNOWN, NOT WRITTEN | NOT HELD |
|---|---|---|---|---|
| 01 | Each contract and specification requirement, cited to the page | | | |
| 02 | The name designated under 49 CFR 213.7(a), and the date of the designation | | | |
| 03 | The on-track safety program that covers the contractor's men, and the document that says so | | | |
| 04 | Quantities in the track, set against quantities billed | | | |
| 05 | Each deficiency, located, dated and photographed before it is covered or accepted | | | |
| 06 | Each change order, walked against the field condition it cites | | | |
| 07 | The record as it will stand on the day of acceptance | | | |

Score: _____ held in writing _____ known, not written _____ not held. The ones not held are the finding.

Walked by: _____ Date: _____ Signed: _____

§ 12 THE CLOSE, AND HOW TO REACH US

# WHAT THIS ADDS UP TO

Seven questions, one walk, and a contract you already hold. *They establish whether the work was done as agreed, and whether the record shows it, before you accept and pay.*

If you run all seven and the work holds up, you have a record you can accept against. **That is worth the walk by itself**, and it is the outcome we would rather you reach without us.

**It is done on the day the contracted work is accepted against the contract, and every deficiency is closed with a date.**

### STEELWHEELS.CO · POINT OF CONTACT

*Where the Wheels meet the Steel*

Not an impression — what the seven returned on your own contract and on the ballast: your score, and the item you could not point to, count or close. That one is the finding. It is worth more than anything this firm could tell you before seeing it, and, in our field experience, on most projects it is the whole matter. You will have a reply within one business day, from the principal and not from a form. Writing puts you on no list. *If what comes back says you have no problem, you will be told so, in so many words.*

Let us know what you found, and we will take it from there.

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FIND IT. NAME IT. DISSOLVE IT. · READ ON THE BALLAST, NOT THE CHART.