STEELWHEELS.CO

THE CONTRACTOR · RUN SHEET · READ 29

The working pages of Read 29, for whoever runs them on the property. The section numbers are the Read's.

ISSUED BY

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

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§ 02 THE SEVEN

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

	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.

§ 11 THE CONTRACTOR WORKSHEET

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

	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			

	WHAT YOU WRITE DOWN	HELD IN WRITING	KNOWN, NOT WRITTEN	NOT HELD
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: _____

Notes from the walk

§ 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. 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.

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