

Date of Issuance:	June 12, 2020	Effective Date:	June 12, 2020
Owner:	City of Washington	Owner's Contract No.:	
Contractor:	Cornerstone Excavating Inc.	Contractor's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	7114-19A
Project:	N. 4 th Ave. Improvements	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:

- a. **Adjustment of Quantity (Bid Item 6.10)** Sanitary Sewer Manhole, SW-303, 60-Inch - associated with CPR#1, item "a" decrease by 1 EA @ \$8,450.00 = **\$8,450.00 DEDUCT**
- b. **Adjustment of Quantity (Bid Item 4.15)** Sanitary Sewer, Trenched, 24-Inch, HDPE-Lined RCP- associated with CPR#1, item "b" decrease by 14 LF @ \$83.00 = **\$1,162.00 DEDUCT**
- c. **Adjustment of Quantity (Bid Item 6.09)** Sanitary Sewer Manhole, SW-301, 60-Inch - associated with CPR#1, item "c" decrease by 1 EA @ \$6,500.00 = **\$6,500.00 DEDUCT**
- d. **Adjustment of Quantity (Bid Item 6.08)** Sanitary Sewer Manhole, SW-301, 48-Inch - associated with CPR#1, item "d" increase by 1 EA @ \$4,700.00 = **\$4,700.00 ADD**
- e. **Adjustment of Quantity (Bid Item 4.15)** Sanitary Sewer, Trenched, 24-Inch, HDPE-Lined RCP- associated with CPR#1, item "e" increase by 184 LF @ \$83.00 = **\$15,272.00 ADD**
- f. **Adjustment of Quantity (Bid Item 4.15)** Sanitary Sewer, Trenched, 24-Inch, HDPE-Lined RCP- associated with CPR#1, item "f" increase by 14 LF @ \$83.00 = **\$1,162.00 ADD**
- g. **Adjustment of Quantity (Bid Item 6.09)** Sanitary Sewer Manhole, SW-301, 60-Inch - associated with CPR#1, item "g" increase by 2 EA @ \$6,500.00 = **\$13,000.00 ADD**
- h. **Adjustment of Quantity (Bid Item 6.10)** Sanitary Sewer Manhole, SW-303, 60-Inch - associated with CPR#1, item "h" increase by 1 EA @ \$8,450.00 = **\$8,450.00 ADD**
- i. **Adjustment of Quantity (Bid Item 7.07)** Removal of Pavement, Mainline - associated with CPR#1, item "i" increase by 880 SY @ \$9.00 = **\$7,920.00 ADD**
- j. **Adjustment of Quantity (Bid Item 7.01)** PCC Paving, 8-Inch Mainline - associated with CPR#1, item "j" increase by 380 SY @ \$67.00 = **\$25,460.00 ADD**
- k. PCC Paving, 8-Inch Mainline, no curb - associated with CPR#1, item "k" 500 SY @ \$72.00 = **\$36,000.00 ADD**
- l. **Adjustment of Quantity (Bid Item 2.04)** Subgrade Preparation, 12-Inch - associated with CPR#1, item "l" increase by 983 SY @ \$4.50 = **\$4,423.50 ADD**
- m. **Adjustment of Quantity (Bid Item 2.05)** Modified Subbase 6-Inch - associated with CPR#1, item "m" increase by 983 SY @ \$7.10 = **\$6,979.30 ADD**
- n. **Adjustment of Quantity (Bid Item 7.16)** Engineering Fabric - associated with CPR#1, item "n" increase by 983 SY @ \$2.00 = **\$1,966.00 ADD**

- o. **Adjustment of Quantity (Bid Item 4.18)** Subdrain, 8-Inch - associated with CPR#1, item "o" increase by 392 LF @ \$21.50 = **\$8,428.00 ADD**
- p. **Adjustment of Quantity (Bid Item 4.19)** Subdrain Cleanout, 8-Inch Diameter - associated with CPR#1, item "p" increase by 2 EA @ \$500.00 = **\$1,000.00 ADD**
- q. **Adjustment of Quantity (Bid Item 7.08)** Removal of Pavement, Sidewalk/Alley/Driveway/Parking - associated with CPR#1, item "q" increase by 71 SY @ \$11.00 = **\$781.00 ADD**
- r. **Adjustment of Quantity (Bid Item 7.03)** PCC Paving, Commercial/Alley 7-Inch - associated with CPR#1, item "r" increase by 71 SY @ \$75.00 = **\$5,325.00 ADD**
- s. **Adjustment of Quantity (Bid Item 3.03)** Grout Existing Utilities - associated with CPR#1, item "s" increase by 45 CY @ \$165.00 = **\$7,425.00 ADD**
- t. **Adjustment of Quantity (Bid Item 4.10)** Sanitary Sewer Service Replacement, 4-Inch- associated with CPR#1, item "t" increase by 80 LF @ \$55.50 = **\$4,440.00 ADD**
- u. **Adjustment of Quantity (Bid Item 4.12)** Sanitary Sewer Service Connection - associated with CPR#1, item "u" increase by 4 EA @ \$900.00 = **\$3,600.00 ADD**
- v. 24-Inch sanitary sewer (SS-04 minus the 90' within the steel casing) same as Bid Item 4.15 except material shall be A-2000 PVC - associated with CPR#1, item "v" 67 LF @ \$109.00 = **\$7,303.00 ADD**
- w. Sanitary Gravity Sewer Main, Trenchless, 36-Inch casing pipe, 24-Inch carrier Pipe - associated with CPR#1, item "w" 90 LF @ \$790.00 = **\$71,100.00 ADD**
- x. Bore Pits - associated with CPR#1, item "x" 2 EA @ \$30,800.00 = **\$61,600.00 ADD**
- y. Removal of existing SAN MH south of the RR tracks- associated with CPR#1, item "y" 1 EA @ \$2,500.00 = **\$2,500.00 ADD**
- z. Connection of new SMH-06 to existing VCP pipe from the west and existing VCP pipe to the south- associated with CPR#1, item "z" 1 LS @ \$5,110.00 = **\$5,110.00 ADD**
- aa. Exploratory Excavations - associated with CPR#1, item "aa" 20 HR @ \$390.00 = **\$7,800.00 ADD**
- bb. Temporary 18-Inch sewer connection as shown in detail 1 on sheet C7.1- associated with CPR#1, item "bb" 1 LS @ \$7,050 = **\$7,050.00 ADD**
- cc. **Adjustment of Quantity (Bid Item 2.06)** Subgrade Treatment - associated with CPR#1, item "cc" increase by 983 SY @ \$14.00 = **\$13,762.00 ADD**
- dd. Added Mobilization - associated with CPR#1, item "dd" 1 LS @ \$16,875 = **\$16,875.00 ADD**
- ee. Added depth for Sanitary Sewer Manholes SMH-04, SMH-05, and SMH-06 - associated with CPR#1, item "ee" 3 EA @ \$1,650 = **\$4,950.00 ADD**
- ff. Shipping additional length of 184 LF of 24-Inch HDPE lined RCP - associated with CPR#1, item "ff" 184 LF @ \$23 = **\$4,232.00 ADD**
- gg. Railroad Flaggers -associated with CPR#1, item "gg" 15 DAYS @ \$1,250 = **\$18,750 ADD**

- hh. **Adjustment of Quantity (Bid Item 4.07)** STS service connection associated with FO#1 item 1 decrease by 1 EA @ \$400.00 = **\$400.00 DEDUCT**
- ii. **Adjustment of Quantity (Bid Item 4.08)** STS service connection associated with FO#1 item 1 increase by 1 EA @ \$525.00 = **\$525.00 ADD**
- jj. **Adjustment of Quantity (Bid Item 4.09)** STS service 4-inch associated with FO#1 item 1 decrease by 10 LF @ \$40.00 = **\$400.00 DEDUCT**
- kk. Field Order #1 item 2, add gaskets to storm sewer (phone quote from Matt Anderson): **\$144.00 ADD**
- Work required by Iowa DNR to meet crossing requirements storm over water.
- ll. Field Order #1 item 3, revise fire hydrants to include 5" Storz Nozzle, push button type: 4 @ \$175.00/hydrant (phone quote from Matt Anderson) = **\$700.00 ADD**
- Revision requested by City staff/fire dept.
- mm. **Adjustment of Quantity (Bid Item 7.07)** Pavement Removal, Mainline associated with FO#2 increase by 50 SY @ \$9.00 = **\$450.00 ADD**
- nn. **Adjustment of Quantity (Bid Item 7.01)** PCC Paving, 8-inch Mainline associated with FO#2 increase by 78 SY @ \$67.00 = **\$5,226.00 ADD**
- oo. **Adjustment of Quantity (Bid Item 7.06)** HMA Paving associated with FO#2 decrease by 28 SY @ \$52.00 = **\$1,456.00 DEDUCT**

Attachments: CPR#1, FO#1, FO#2, CP ROE Agreement, CP Flagging Requirements, CP Insurance Requirements, CP Minimum Safety Requirements

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>	
Original Contract Price:		Original Contract Times:	
\$ <u>1,522,705.20</u>		Substantial Completion: <u>September 11, 2020</u>	
		Ready for Final Payment: <u>October 9, 2020</u>	days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: N/A		[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: N/A	
		Substantial Completion: _____	
		Ready for Final Payment: _____	days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>1,522,705.20</u>		Substantial Completion: <u>September 11, 2020</u>	
		Ready for Final Payment: <u>October 9, 2020</u>	days or dates
[Increase] [Decrease] of this Change Order:		[Increase] [Decrease] of this Change Order:	
\$ <u>366,040.80</u>		Substantial Completion: <u>70 days</u>	
		Ready for Final Payment: <u>70 days</u>	days or dates
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>1,888,746.00</u>		Substantial Completion: <u>November 20, 2020</u>	
		Ready for Final Payment: <u>December 18, 2020</u>	days or dates
RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Owner</u>	
Date: <u>6/12/2020</u>	Date: _____	Date: <u>6-12-2020</u>	

6/12/2020

QUOTATION

1320 W. Main - PO Box 928
Washington, IA 52353
Phone: (319) 653-3957
Fax: (319) 653-9067

**N. 4th Avenue Improvements
CHANGE ORDER FOR SEWER AT RAILROAD CROSSING
Washington, IA**

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT \$	EXTENDED \$
a	Eliminate SMH-04 (6.10) Sanitary Sewer Manhole, SW-303, 60- Inch	(1)	EA	\$ 8,450.00	\$ (8,450.00)
b	Eliminate SS-03 (4.15) Sanitary Sewer, Trenched, 24-inch HDPE-Lined RCP	(14)	LF	\$ 83.00	\$ (1,162.00)
c	Eliminate SMH-03 (6.09) Sanitary Sewer Manhole, SW-301, 60- Inch	(1)	EA	\$ 6,500.00	\$ (6,500.00)
d	SMH-04 (6.08) Sanitary Sewer Manhole, SW-301, 48-Inch	1	EA	\$ 4,700.00	\$ 4,700.00
e	Add SS-03 (4.15) Sanitary Sewer, Trenched, 24-inch HDPE-Lined RCP	184	LF	\$ 83.00	\$ 15,272.00
f	Add SS-05 (4.15) Sanitary Sewer, Trenched, 24-inch HDPE-Lined RCP	14	LF	\$ 83.00	\$ 1,162.00
g	Add SMH-05 & SMH-03 (6.09) Sanitary Sewer Manhole, SW-301, 60- Inch	2	EA	\$ 6,500.00	\$ 13,000.00
h	Add SMH-06 (6.10) Sanitary Sewer Manhole, SW-303, 60- Inch	1	EA	\$ 8,450.00	\$ 8,450.00
i	Removal of Pavement, Mainline (7.07)	880	SY	\$ 9.00	\$ 7,920.00
j	PCC Paving, 8-Inch, Mainline (7.01)	380	SY	\$ 67.00	\$ 25,460.00
k	PCC Paving, 8-Inch Mainline, same as Bid Item 7.01 except without curb	500	SY	\$ 72.00	\$ 36,000.00
l	Subgrade Preparation, 12-Inch (2.04)	983	SY	\$ 4.50	\$ 4,423.50
m	Modified Subbase, 6-Inch (2.05)	983	SY	\$ 7.10	\$ 6,979.30
n	Engineering Fabric (7.16)	983	SY	\$ 2.00	\$ 1,966.00
o	Subdrain, 8-Inch (4.18)	392	LF	\$ 21.50	\$ 8,428.00
p	Subdrain Cleanout, 8-Inch Diameter (4.19)	2	EA	\$ 500.00	\$ 1,000.00
q	Removal of Pavement, Sidewalk/Alley/Driveway/ Parking (7.08)	71	SY	\$ 11.00	\$ 781.00
r	PCC Paving Commercial/Alley, 7-Inch (7.03)	71	SY	\$ 75.00	\$ 5,325.00
s	Grouting Existing Utilities (estimated, subject to actual field conditions) (3.03)	45	CY	\$ 165.00	\$ 7,425.00
t	Sanitary Sewer Service Replacement, 4-Inch (estimated, subject to actual field conditions) (4.10)	80	LF	\$ 55.50	\$ 4,440.00
u	Sanitary Sewer Service Connection (estimated, subject to actual field conditions) (4.12)	4	EA	\$ 900.00	\$ 3,600.00
v	24-inch sanitary sewer (SS-04 minus the 90' within the steel casing) same as Bid Item 4.15 except material shall be A-2000 PVC	67	LF	\$ 109.00	\$ 7,303.00
w	Sanitary Gravity Sewer Main, Trenchless, 36-Inch casing pipe, 24-Inch carrier Pipe, 90 LF. See attached Bid Item description	90	LF	\$ 790.00	\$ 71,100.00
x	Bore Pits (as needed for trenchless installation)	2	EA	\$ 30,800.00	\$ 61,600.00
y	Removal of existing SAN MH south of the RR tracks	1	EA	\$ 2,500.00	\$ 2,500.00
z	connection of new SMH-06 to existing VCP pipe from the west and pipe to the south	1	EA	\$ 5,110.00	\$ 5,110.00
aa	Exploratory excavations for the purposes of locating existing sanitary sewer services.	20	HR	\$ 390.00	\$ 7,800.00

QUOTATION

N. 4th Avenue Improvements CHANGE ORDER FOR SEWER AT RAILROAD CROSSING Washington, IA

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT \$	EXTENDED \$
bb	Temporary 18-Inch sewer connection as shown in detail 1 on sheet. Pricing to include core drilling, concrete collars, and plugging of temporary openings after storm sewer installation is complete.	1	EA	\$ 7,050.00	\$ 7,050.00
cc	Subgrade Treatment (Contingency) (2.06)	983	SY	\$ 14.00	\$ 13,762.00
dd	Mobilization costs associated with the work included in this CPR.	1	LS	\$ 16,875.00	\$ 16,875.00
ee	Additional depth for Sanitary Sewer Manholes associated with this CPR SMH-04, SMH-05, and SMH-06. Note: this pricing is in addition to the unit pricing already established	3	EA	\$ 1,650.00	\$ 4,950.00
ff	Shipping for additional length of 184 LF of 24-Inch HDPE lined RCP (item "e" above) associated with this CPR. Note: item "b" and item "f" above offset so the total additional length needing to be shipped is 184-FT Note: this pricing is in addition to the unit pricing already established.	184	LF	\$ 23.00	\$ 4,232.00
gg	Railroad Flaggers	15	DAYS	\$ 1,250.00	\$ 18,750.00
hh	Railroad Settlement Monitoring	1	LS	\$ -	\$ -
TOTAL CHANGE ORDER					\$ 361,251.80

Notes:

- 1 We have not included any Rail Road requirements for settlement monitoring. This will be required on existing and new sewer line, but as of now we are waiting on railroad to furnish specifications and design.
- 2 Added Calander days.
As this is a calander day project we need to add 70 days to the project.
We canceled sanitary manholes on 6/3/20 until City council awards on 6/17/20 =14 days
Estimated time to order and receive materials = 21 days
Estimated time to complete change order =35 days
- 3 **There may be additional unforeseen items due to the urgency of this quote.**

Respectfully Submitted,



BJ Miller

Change Proposal Request

No. 1

(Not a Change Order)

Project Name:	N. 4 th Ave. Improvements	Owner's Contract No.
Project Owner:	City of Washington	
FOX Project No.	7114-19A	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor:	Cornerstone Excavating Inc.	Date: 6/11/2020

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- **A breakdown of cost component shall be provided for each item below.**
- Work shall not commence until authorized by the Owner.

Description of the Proposed Changes:

1. Plan Sheets G5.1, G6.1, C1.1, C2.1, C2.2, C2.5, C3.1, C3.2, C4.1, C5.1, C6.1, C6.3, C7.1, C7.3, C9.1, C9.9

- Eliminate SMH-04, change in quantity Bid Item 6.10, decrease 1 EA. **no pricing required.**
- Eliminate SS-03, change in quantity Bid Item 4.15, decrease 14 LF. **no pricing required.**
- Eliminate SMH-03, change in quantity Bid Item 6.09, decrease 1 EA. **no pricing required.**
- Add SMH-03, change in quantity Bid Item 6.08, increase 1 EA. **no pricing required.**
- Add SS-03, change in quantity Bid Item 4.15, increase 184 LF. **no pricing required.**
- Add SS-05, change in quantity Bid Item 4.15, increase 14 LF. **no pricing required.**
- Add SMH-04 & SMH-05, change in quantity Bid Item 6.09, increase 2 EA. **no pricing required.**
- Add SMH-06, change in quantity Bid Item 6.10, increase 1 EA. **no pricing required.**
- Change in quantity Bid Item 7.07, Removal of Pavement, Mainline, increase 880 SY. **no pricing required.**
- Change in quantity Bid Item 7.01, PCC Paving, 8-Inch Mainline, increase 380 SY. **no pricing required.**
- Provide unit pricing for PCC Paving, 8-Inch Mainline, same as Bid Item 7.01 except without curb, 500 SY. **unit pricing needed**
- Change in quantity Bid Item 2.04, Subgrade Preparation, increase 983 SY. **no pricing required.**
- Change in quantity Bid Item 2.05, Modified Subbase, 6-Inch, increase 983 SY. **no pricing required.**
- Change in quantity Bid Item 7.16, Engineering Fabric, increase 983 SY. **no pricing required.**
- Change in quantity Bid Item 4.18, Subdrain 8-Inch, increase 392 LF. **no pricing required.**
- Change in quantity Bid Item 4.19, Subdrain Cleanout, 8-Inch Diameter, increase 2 EA. **no pricing required.**
- Change in quantity Bid Item 7.08, Removal of Pavement, Sidewalk/Alley/Driveway/Parking, increase 71 SY. **no pricing required.**
- Change in quantity Bid Item 7.03, PCC Paving Commercial/Alley, 7-Inch, increase 71 SY. **no pricing required.**
- Change in quantity Bid Item 3.03, Grout Existing Utilities, increase 45 CY (estimated, subject to actual field conditions). **no pricing required.**
- Change in quantity Bid Item 4.10, Sanitary Sewer Service Replacement, 4-Inch, increase 80 LF (estimated, subject to actual field conditions) **no pricing required.**
- Change in quantity Bid Item 4.12, Sanitary Sewer Service Connection, increase 4 EA (estimated, subject to actual field conditions). **no pricing required.**
- Provide unit pricing for 24-inch sanitary sewer (SS-04 minus the 90' within the steel casing) same as Bid Item 4.15 except material shall be A-2000 PVC, 67 LF. **unit pricing needed**
- Provide unit pricing for Sanitary Gravity Sewer Main, Trenchless, 36-Inch casing pipe, 24-Inch carrier Pipe, 90 LF. See attached Bid Item description. **unit pricing needed**
- Provide unit pricing for Bore Pits, 2 EA as needed for trenchless installation. See attached Bid Item description. **unit pricing needed**

- y. Provide pricing for removal of existing SAN MH south of the RR tracks. **pricing needed**
- z. Provide pricing for connection of new SMH-06 to existing VCP pipe from the west and existing VCP pipe to the south. **pricing needed**
- aa. Provide unit pricing for exploratory excavations for the purposes of locating existing sanitary sewer services. Exploratory Excavation, 20 HR. **unit pricing needed**
- bb. Provide pricing for temporary 18-Inch sewer connection as shown in detail 1 on sheet C7.1. Pricing to include core drilling, concrete collars, and plugging of temporary openings after storm sewer installation is complete. **pricing needed.**
- cc. Change in quantity Bid Item 2.06, Subgrade Treatment (Contingency), increase 983 SY. **no pricing required.**
- dd. **Provide pricing** for additional mobilization costs associated with the work included in this CPR.
- ee. **Provide pricing** for additional depth for Sanitary Sewer Manholes associated with this CPR to include SMH-04, SMH-05, and SMH-06. Note: this pricing is in addition to the unit pricing already established.
- ff. **Provide pricing** for shipping additional length of 184 LF of 24-Inch HDPE lined RCP (item "e" above) associated with this CPR. Note: item "b and item "f" above offset so the total additional length needing to be shipped is 184-FT Note: this pricing is in addition to the unit pricing already established.
- gg. **Provide pricing** for railroad flagger costs associated with the work included in this CPR.

Attachments: Replacement Plan Sheets: G5.1, G6.1, C1.1, C2.1, C2.2, C2.5, C3.1, C3.2, C4.1, C5.1, C6.1, C6.3, C7.1, C9.1 New Plan Sheet: C7.3, C9.9

By

John Washington, P.E.

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Increased ☐ Decreased ☐ Unchanged

by _____ calendar days.

This change will: ☐ Add ☐ Deduct ☐ No Change

\$ _____

General Contractor

Date _____

SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 36-INCH CASING PIPE, 24-INCH CARRIER PIPE, LF

Per SUDAS and Section 3020. Boring must begin to be performed during the daylight hours, **Monday** through **Friday**. Includes the construction of a sanitary sewer steel casing pipe and 24-inch A-2000 A-2 carrier pipe. Unit price includes, but is not limited to, mobilization, furnishing and installing both carrier pipe and casing pipe, trenchless installation materials and equipment, placing backfill material, compaction, casing spacers, furnishing and installing annular space fill material, pipe connections, casing pipe end seals, testing, inspection, all excavation, soil removal/disposal, topsoil removal/stockpile/respread, jacking trench construction, trench support, bedding, temporary seeding, traffic control, sanitary sewer pumping, and all other materials, equipment, and labor necessary or required for the Work shall be considered incidental. Steel casing pipe joints shall be welded. Steel casing shall be a minimum of 0.5625 inch thickness. Any misdirected or unsuccessful bores must be completely grouted shut with a cement bentonite non-shrink grout. For work in areas of the CP Railroad, the Contractor shall submit a rail elevation monitoring plan as well as a ground loss and/or rail deviation plan for vertical and horizontal movement greater than 1/4-inch. Submittals shall be approved by the Engineer prior to commencement of work. Rail deviation plan shall include actions related to standby and mobilization of CPRR or qualified contractor in the event that corrective actions are required, which shall be the case for vertical or horizontal deviations greater than 1/4-inch. The contractor shall complete the necessary surveys to confirm that no movement of the rails have occurred. The contractor shall be responsible for payment to the CPRR for any flaggers or observers required by the CPRR and coordinate all work with required flaggers and observers. Any corrective actions shall be at no cost to the owner. Cutting heads shall not extend outside the leading end of casing pipe. The bore head shall not terminate outside the construction limits indicated on the plans. Payment for this item shall be per linear feet of bore, casing pipe, and carrier pipe installed.

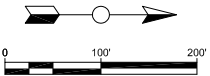
BORE PIT, EA

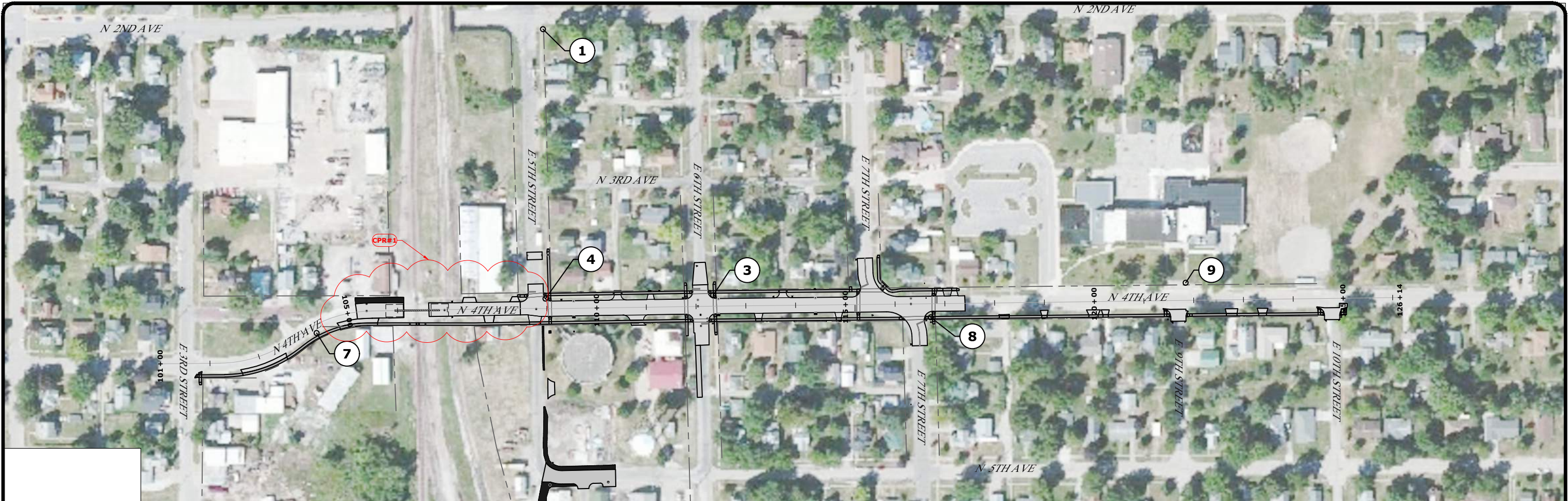
Per SUDAS and Section 3020. This item shall include all equipment, labor, and material costs for the bore pit required to complete the bores. This item shall include, but not be limited to, excavation and hauling of soil material to an approved staging and storage area, excavation and hauling of material for bore pit fill, sheeting of the bore pit walls, dewatering, storm drainage, wood planking, and crushed stone or concrete flooring. Extents of construction operations shall not extend beyond the limits of construction. Payment for this item shall be per each bore pit excavated and backfilled.



TRAFFIC CONTROL LEGEND

- A** W20-3 "ROAD CLOSED AHEAD"
- B** R11-4 "ROAD CLOSED TO THROUGH TRAFFIC" ON TYPE III BARCADE WITH SUPPLEMENTAL SIGN "DETOUR NORTH TO E. 11TH STREET OR DETOUR SOUTH TO E. 3RD STREET"
- C** R11-4 "ROAD CLOSED TO THROUGH TRAFFIC" ON TYPE III BARCADE WITH SUPPLEMENTAL SIGN "DETOUR EAST TO N. 12TH AVENUE OR DETOUR WEST TO N. 2ND AVENUE"
- D** LOCALIZED TEMPORARY ROAD CLOSURE REQUIRED FOR PROPOSED WORK. FOLLOW IDOT & MUTCD GUIDELINES





Alignment: N 4TH AVE

Description	Tangent Data		
	PT Station	Northing	Easting
Start:	101+00.000	479241.899	2138265.32
End:	102+20.863	479362.755	2138263.99

Parameter	Tangent Data		Value
	Value	Parameter	
Length:	120.863	Course:	N 00° 37' 49.5334" W

Description	Curve Point Data		
	Station	Northing	Easting
PC:	102+20.863	479362.755	2138263.99
RP:		479360.004	2138014.005
PT:	103+65.620	479499.101	2138221.736

Parameter	Circular Curve Data		Value
	Value	Parameter	
Delta:	33° 10' 32.9201"	Type:	LEFT
Radius:	250		
Length:	144.757	Tangent:	74.471
Mid-Ord:	10.404	External:	10.856
Chord:	142.743	Course:	N 17° 13' 05.9935" W

Description	Tangent Data		
	PT Station	Northing	Easting
Start:	103+65.620	479499.101	2138221.736
End:	104+02.290	479529.571	2138201.333

Parameter	Tangent Data		Value
	Value	Parameter	
Length:	36.67	Course:	N 33° 48' 22.4535" W

Description	Curve Point Data		
	Station	Northing	Easting
PC:	104+02.290	479529.571	2138201.333
RP:		479668.667	2138409.064
PT:	105+45.436	479664.306	2138159.103

Parameter	Circular Curve Data		Value
	Value	Parameter	
Delta:	32° 48' 23.8488"	Type:	RIGHT
Radius:	250		
Length:	143.146	Tangent:	73.595
Mid-Ord:	10.176	External:	10.607
Chord:	141.198	Course:	N 17° 24' 10.5291" W

Description	Tangent Data		
	PT Station	Northing	Easting
Start:	105+45.436	479664.306	2138159.103
End:	108+46.709	479965.533	2138153.847

Parameter	Tangent Data		Value
	Value	Parameter	
Length:	301.273	Course:	N 00° 59' 58.6047" W

Description	Tangent Data		
	PT Station	Northing	Easting
Start:	108+46.709	479965.533	2138153.847
End:	109+09.264	480028.085	2138154.459

Parameter	Tangent Data		Value
	Value	Parameter	
Length:	62.555	Course:	N 00° 33' 40.0724" E

Description	Tangent Data		
	PT Station	Northing	Easting
Start:	109+09.264	480028.085	2138154.459
End:	112+43.544	480362.325	2138149.295

Parameter	Tangent Data		Value
	Value	Parameter	
Length:	334.28	Course:	N 00° 53' 06.8409" W

Description	Tangent Data		
	PT Station	Northing	Easting
Start:	112+43.544	480362.325	2138149.295
End:	117+29.513	480848.265	2138143.971

Parameter	Tangent Data		Value
	Value	Parameter	
Length:	485.969	Course:	N 00° 37' 39.4748" W

Description	Tangent Data		
	PT Station	Northing	Easting
Start:	117+29.513	480848.265	2138143.971
End:	126+14.181	481732.852	2138132.051

Parameter	Tangent Data		Value
	Value	Parameter	
Length:	884.668	Course:	N 00° 46' 19.5014" W

SURVEY CONTROL POINTS

- 1

ARROW ON HYDRANT , NE QUADRANT OF E. 5th St & N. 2nd Ave
N- 480003.34
E- 2137598.60
Z- 753.45
- 3

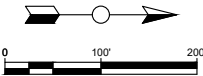
CUT 'x' NW QUADRANT OF N. 4th Ave & E. 6th St
N- 480797.89
E- 2138172.08
Z- 758.13
- 4

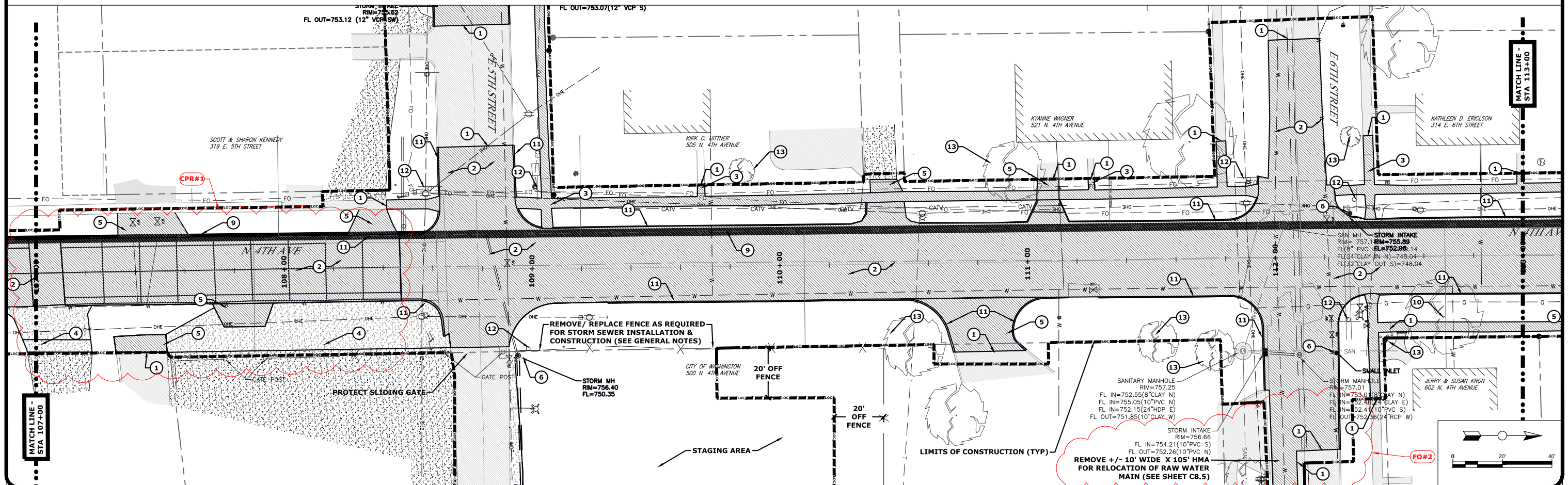
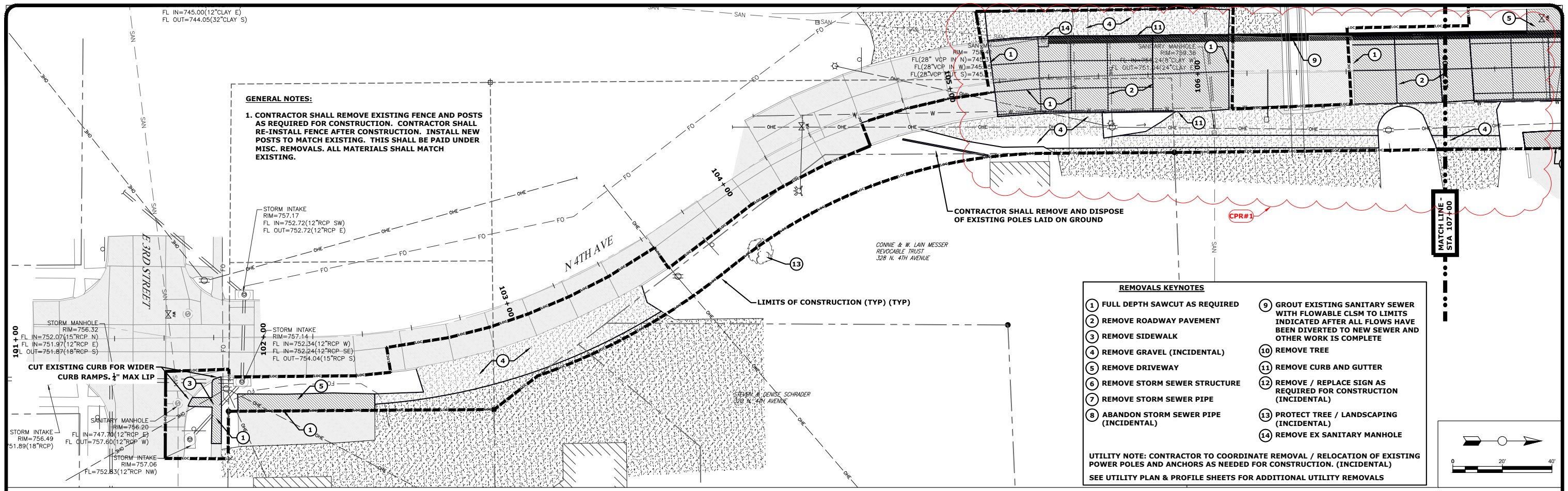
CUT 'x' NW QUADRANT OF N. 4th Ave & E. 5th St
N- 480024.89
E- 2138128.43
Z- 757.39
- 7

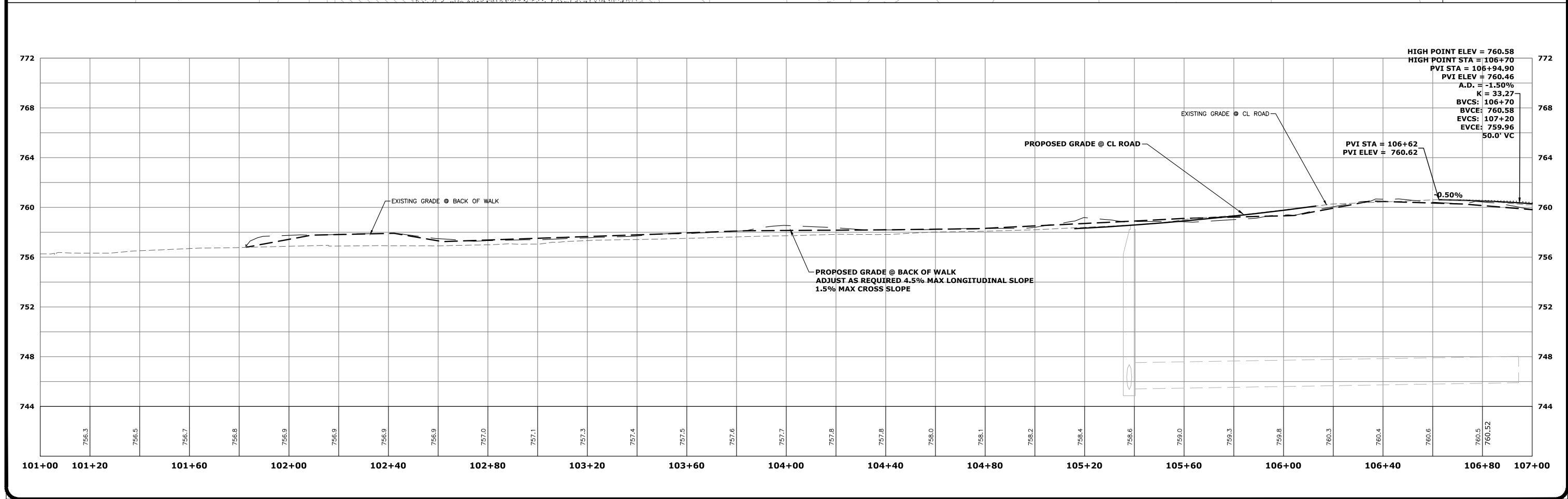
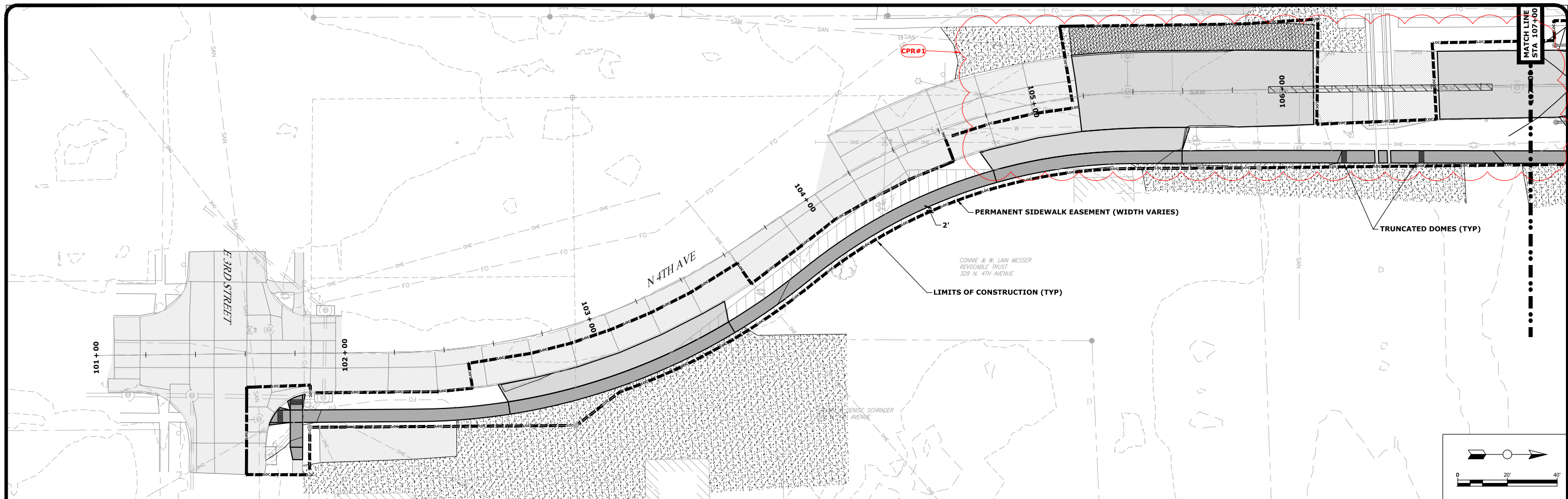
ARROW ON HYDRANT , EAST SIDE OF N 4th Ave +/- 450' SOUTH OF E. 5th St
N- 479558.63
E- 2138205.52
Z- 759.78
- 8

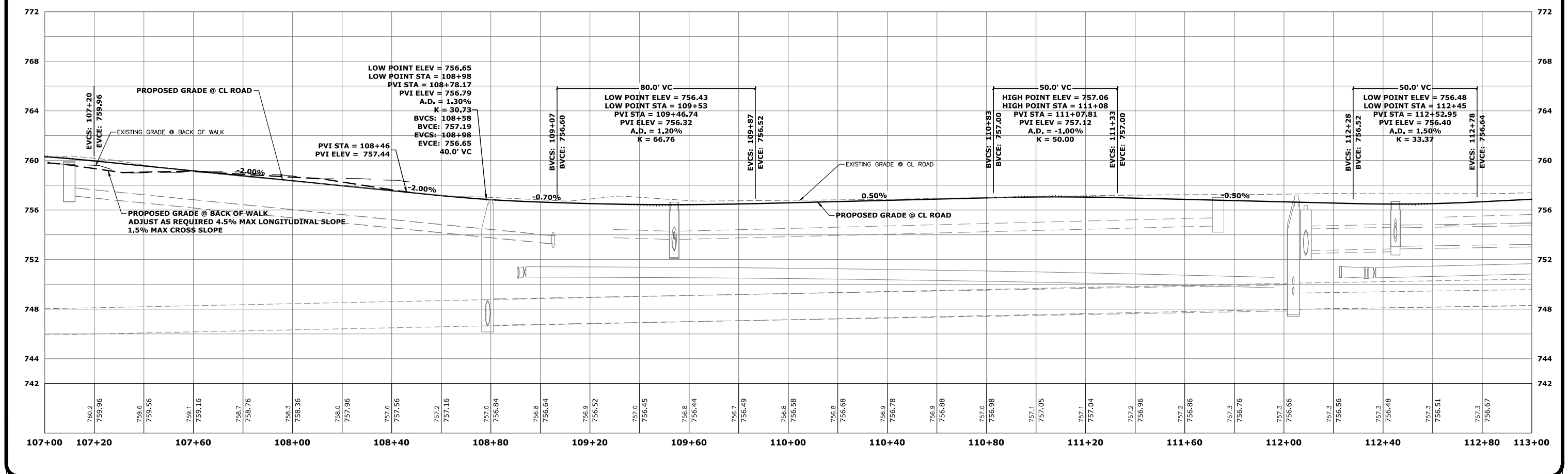
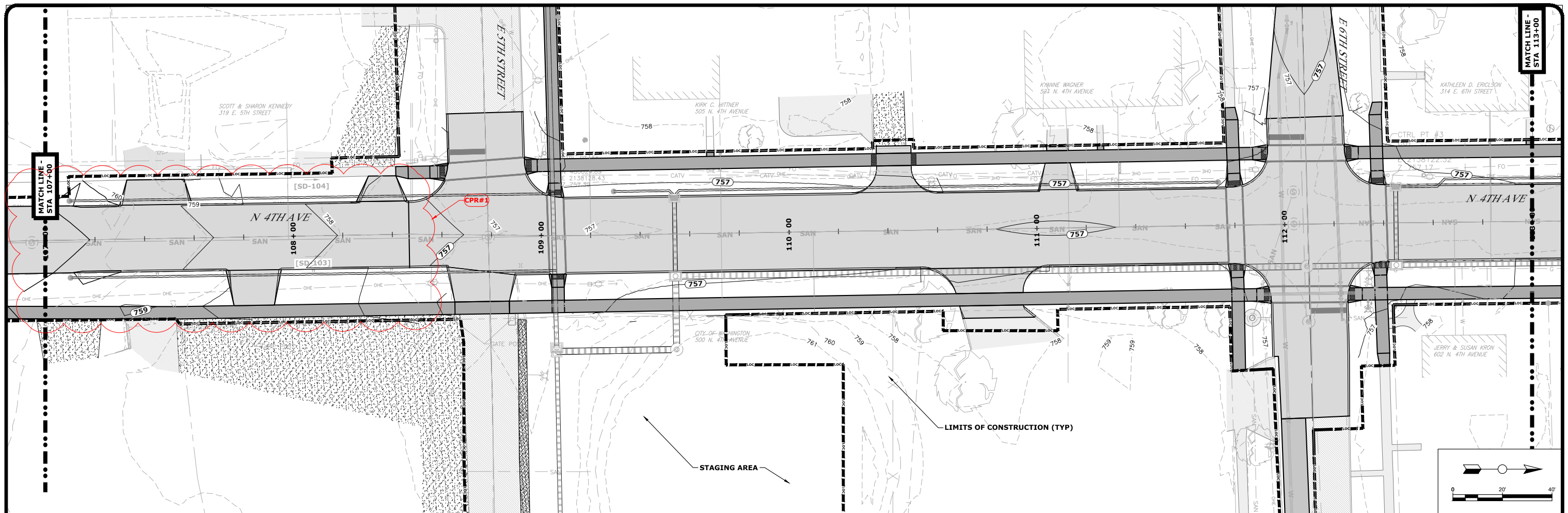
CUT 'x' NE QUADRANT OF N. 4th Ave & E. 7th St
N- 480797.89
E- 2138172.08
Z- 758.13
- 9

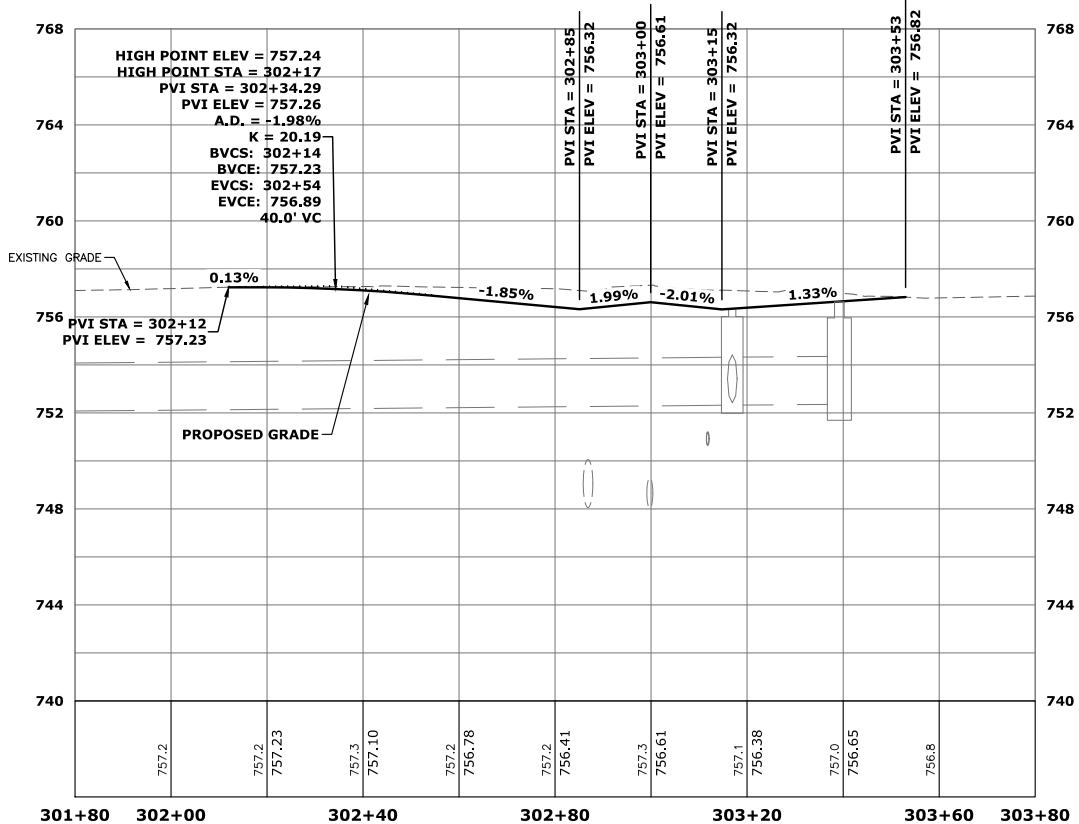
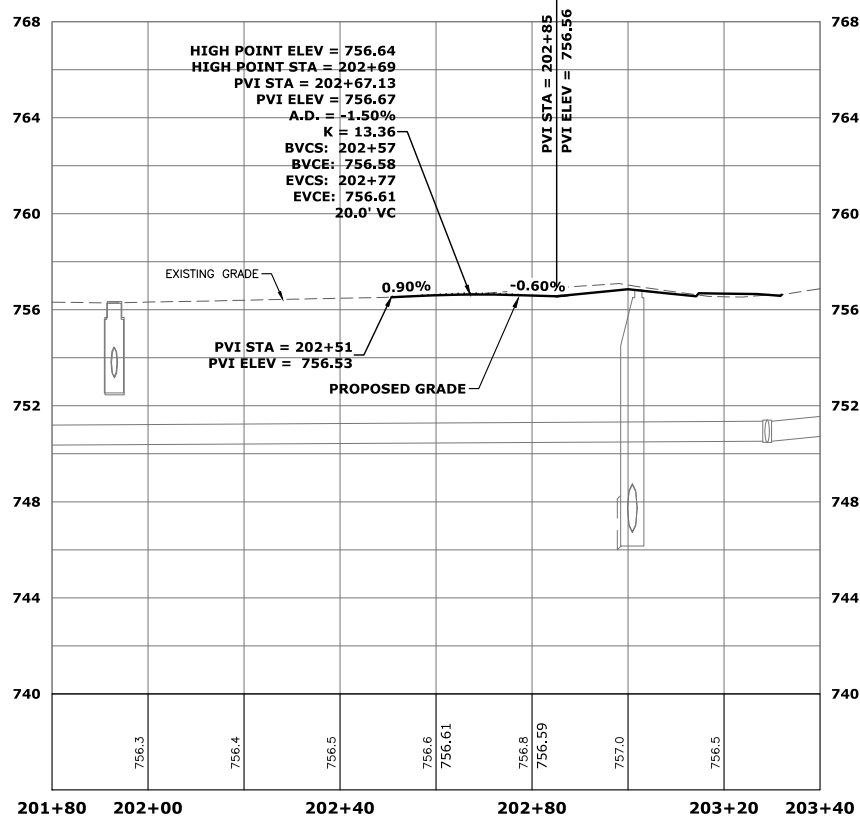
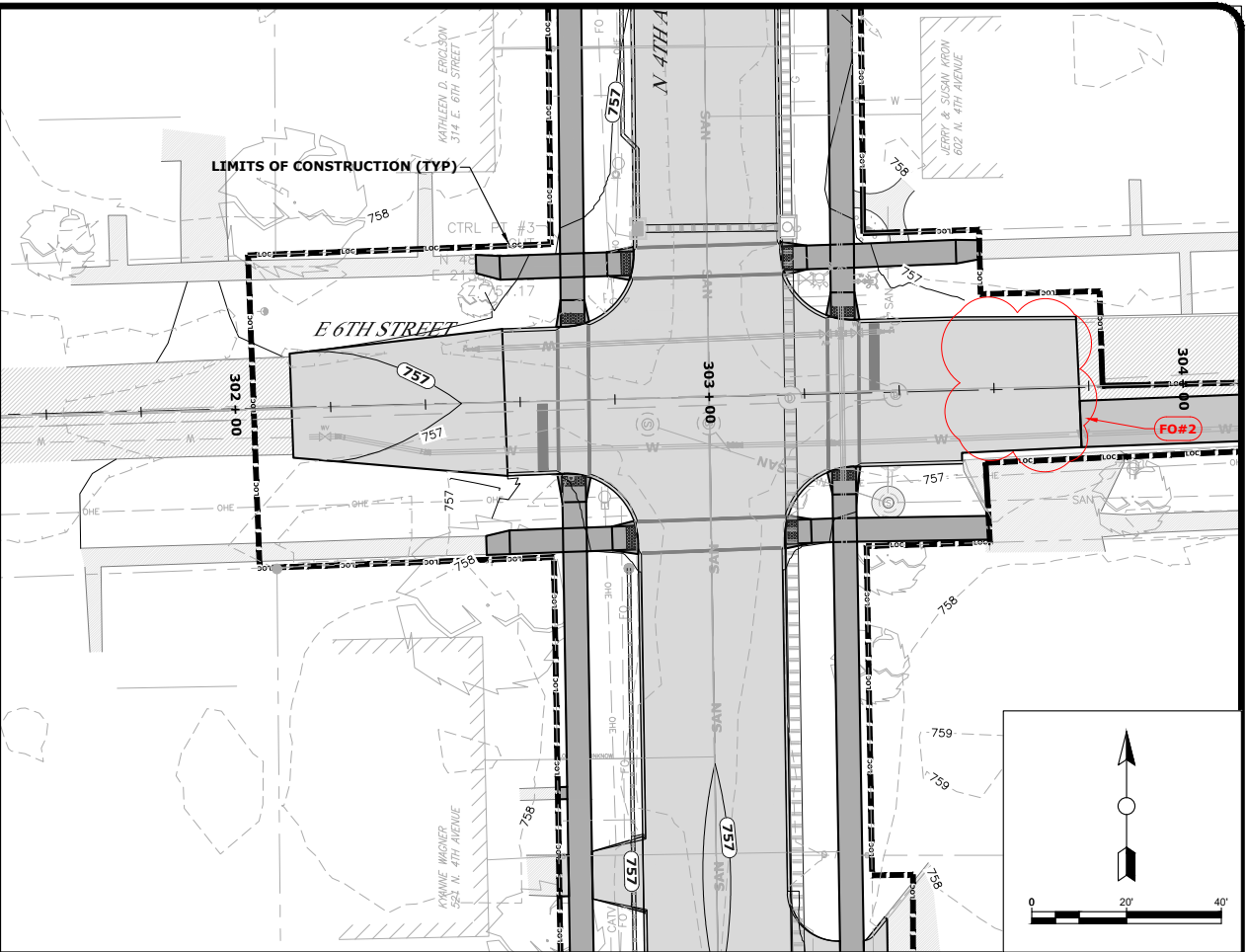
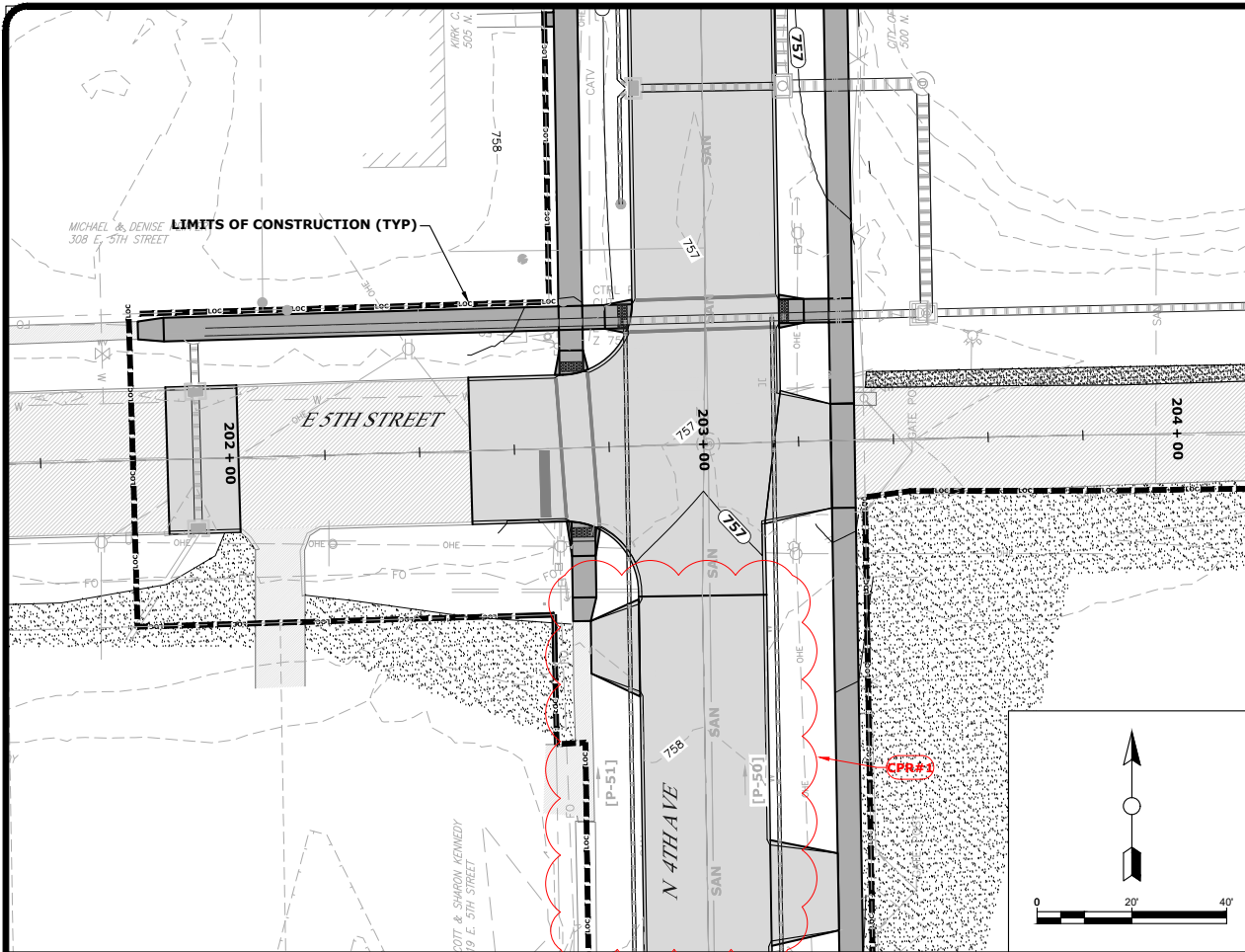
CUT 'x' WEST SIDE OF N. 4th Ave @ E. 9th St
N- 481284.70
E- 2138103.95
Z- 759.06











C2.5

LAST UPDATE:
06/11/20

PROJECT NO.
7114-19A



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

WASHINGTON, IOWA

DATE
06/08/20
06/08/20

REVISION
CPR#1
CPR#1

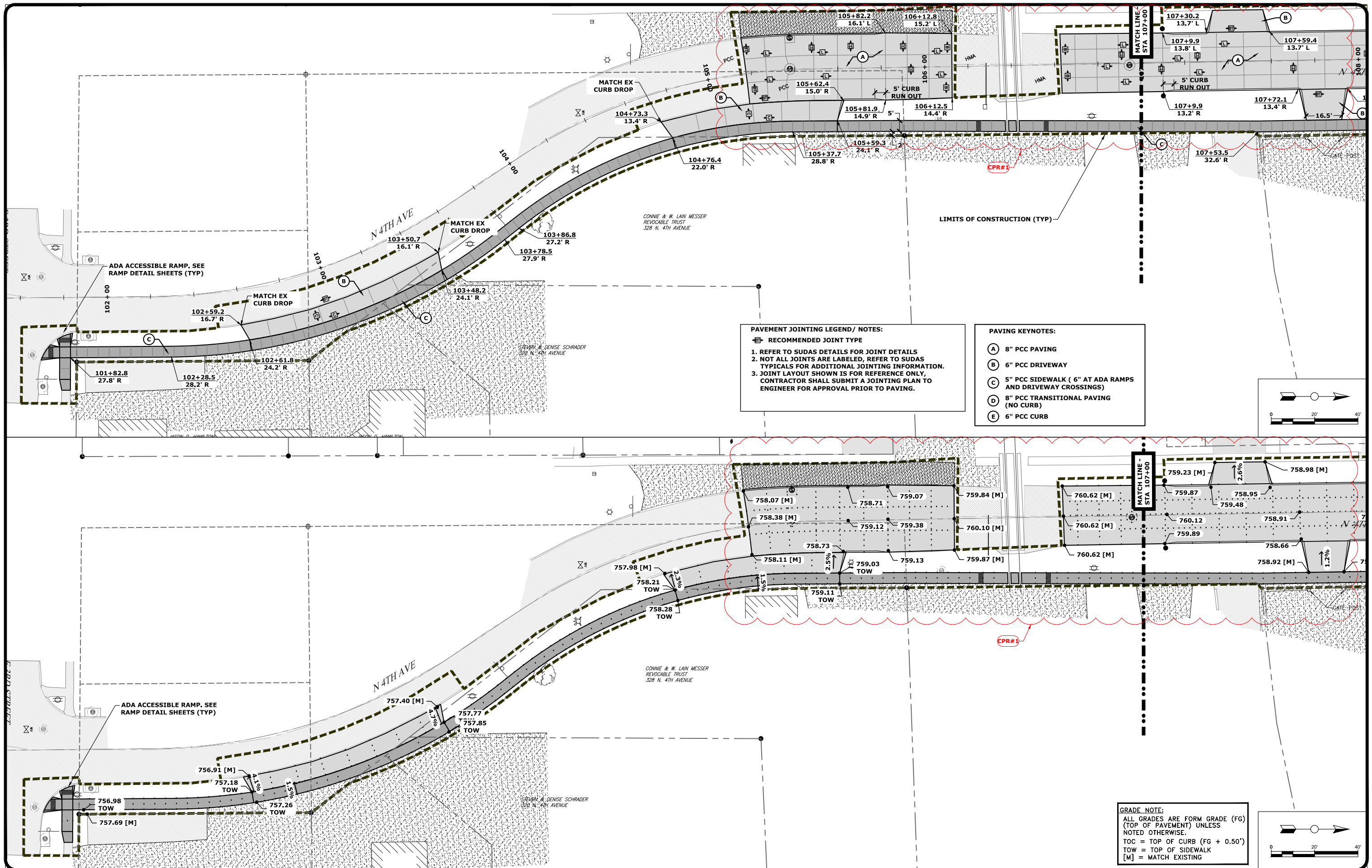
CHECKED BY:
DATE:

ROADWAY PLAN & PROFILE
N. 4TH AVENUE IMPROVEMENTS

PROJECT NO.
7114-19A

LAST UPDATE:
06/11/20

C2.5



C3.1

LAST UPDATE:
06/08/20

PROJECT NO.
7114-19A

FOX Engineering
Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

WASHINGTON, IOWA

DATE
06/08/20

REVISION
CPR#1

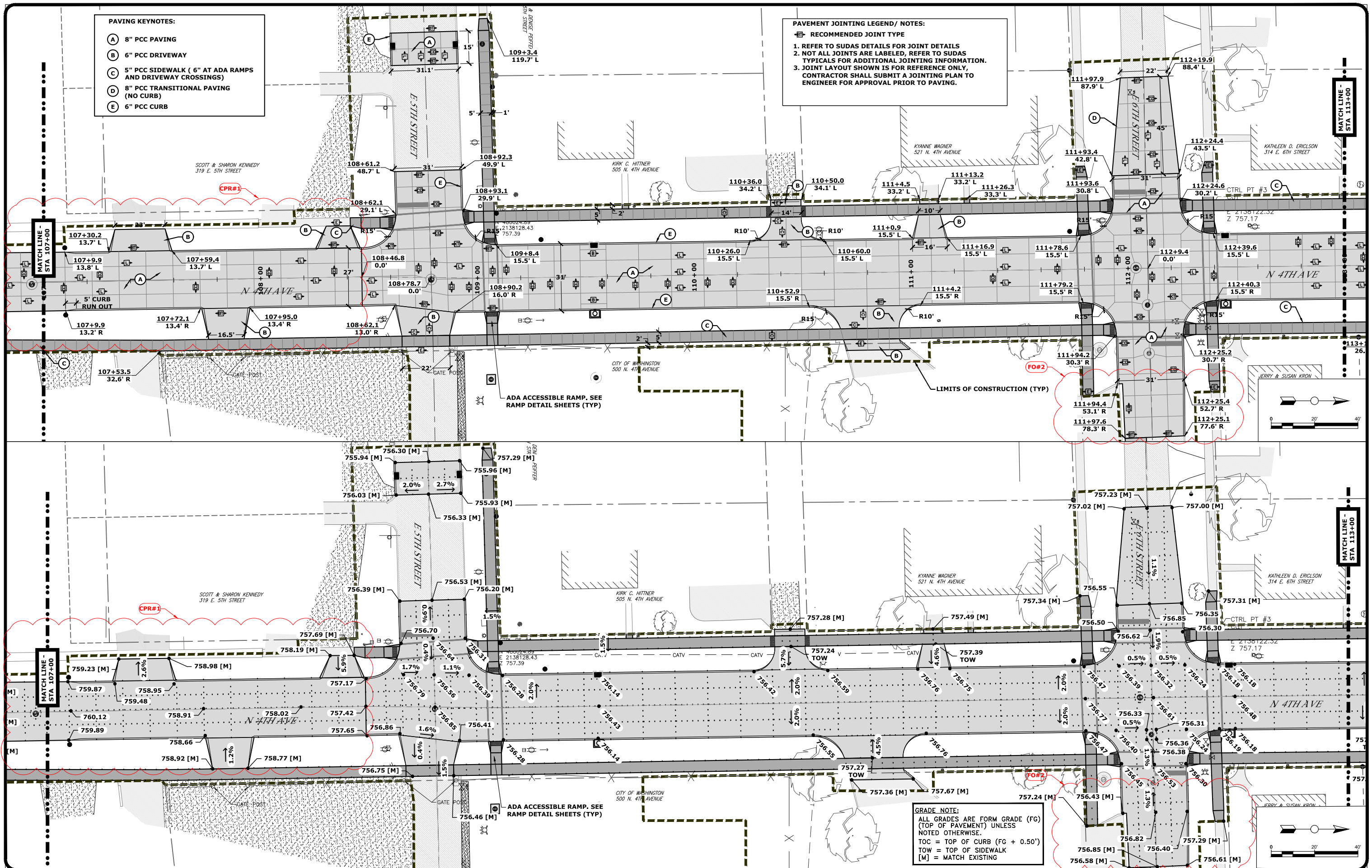
CHECKED BY:
DATE:

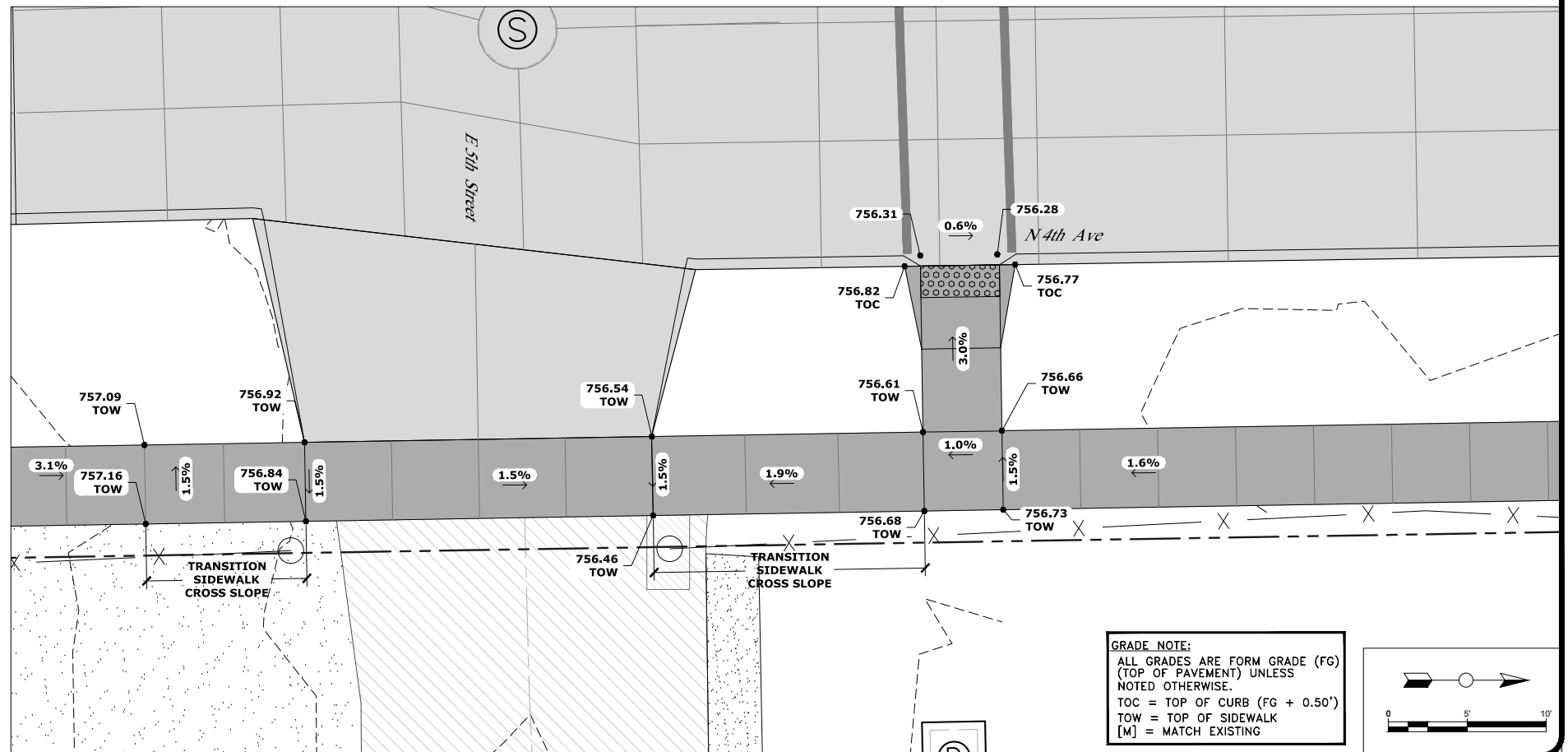
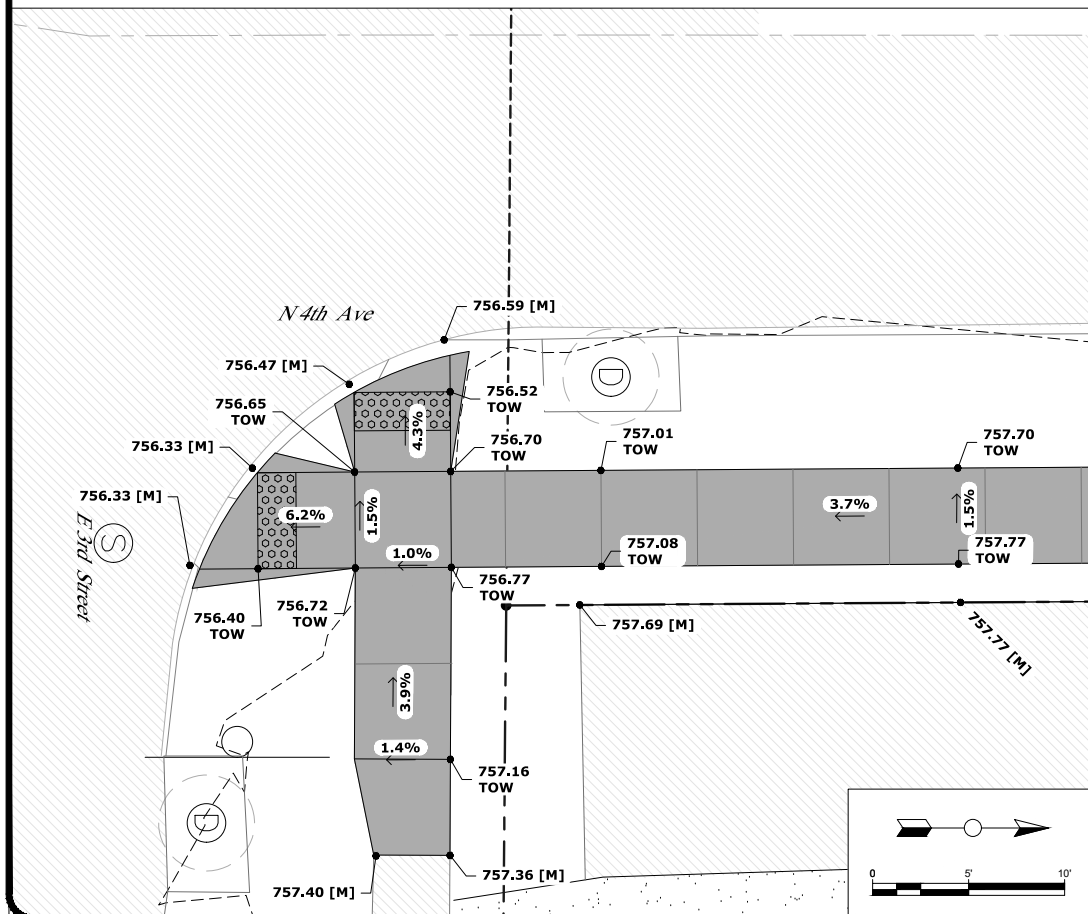
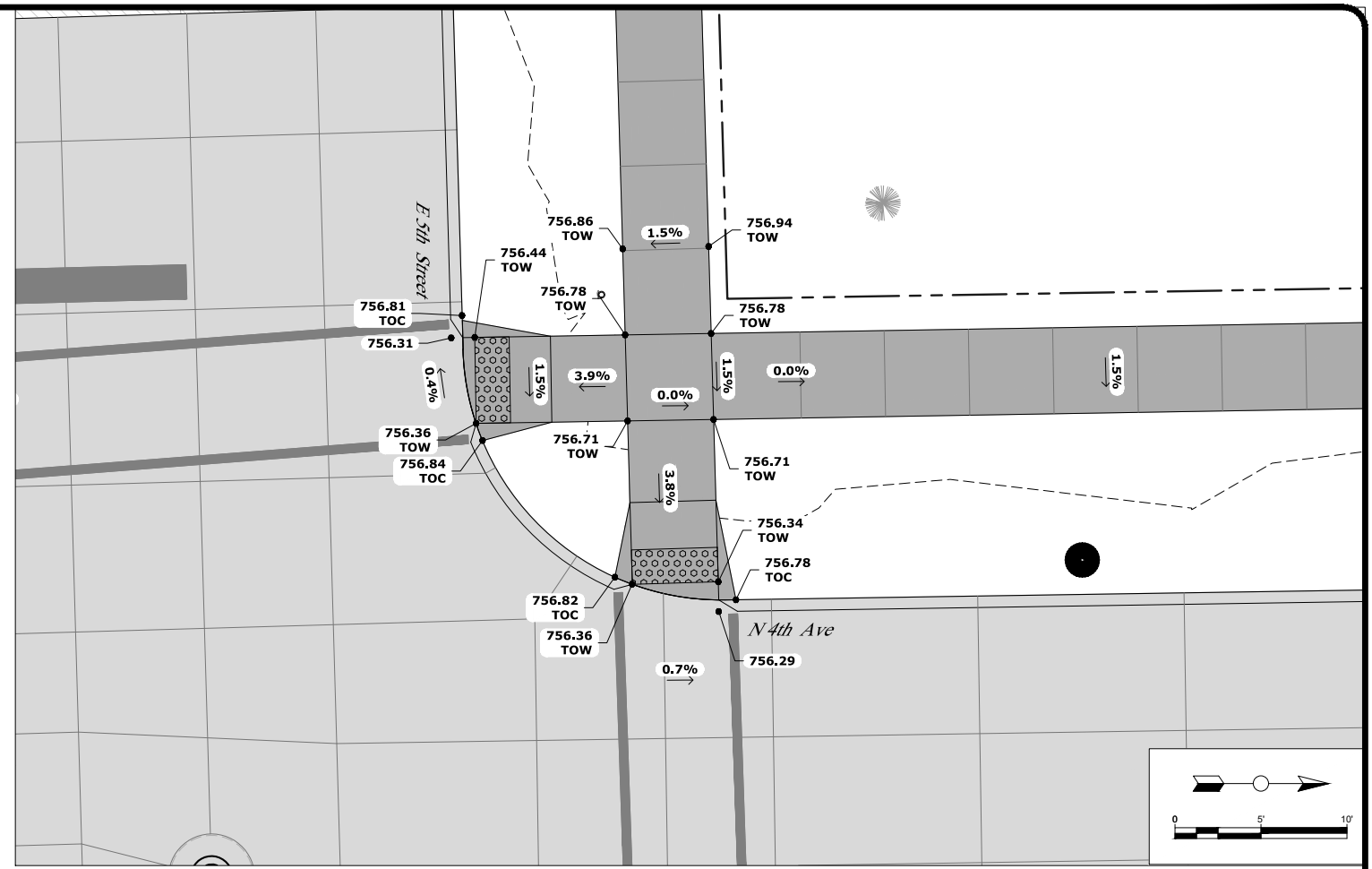
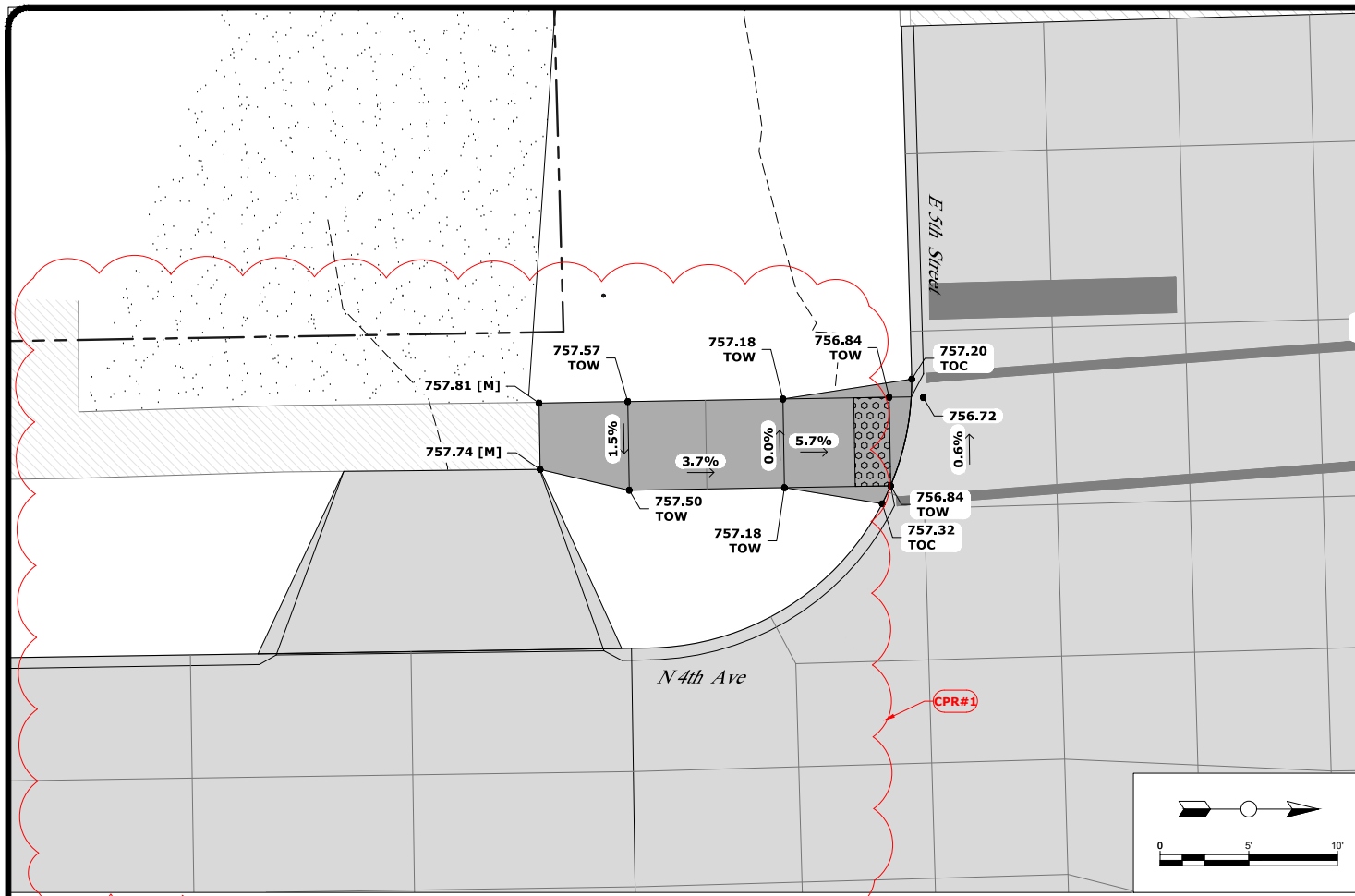
GEOMETRIC LAYOUT & JOINTING PLAN
N. 4TH AVENUE IMPROVEMENTS

PROJECT NO.
7114-19A

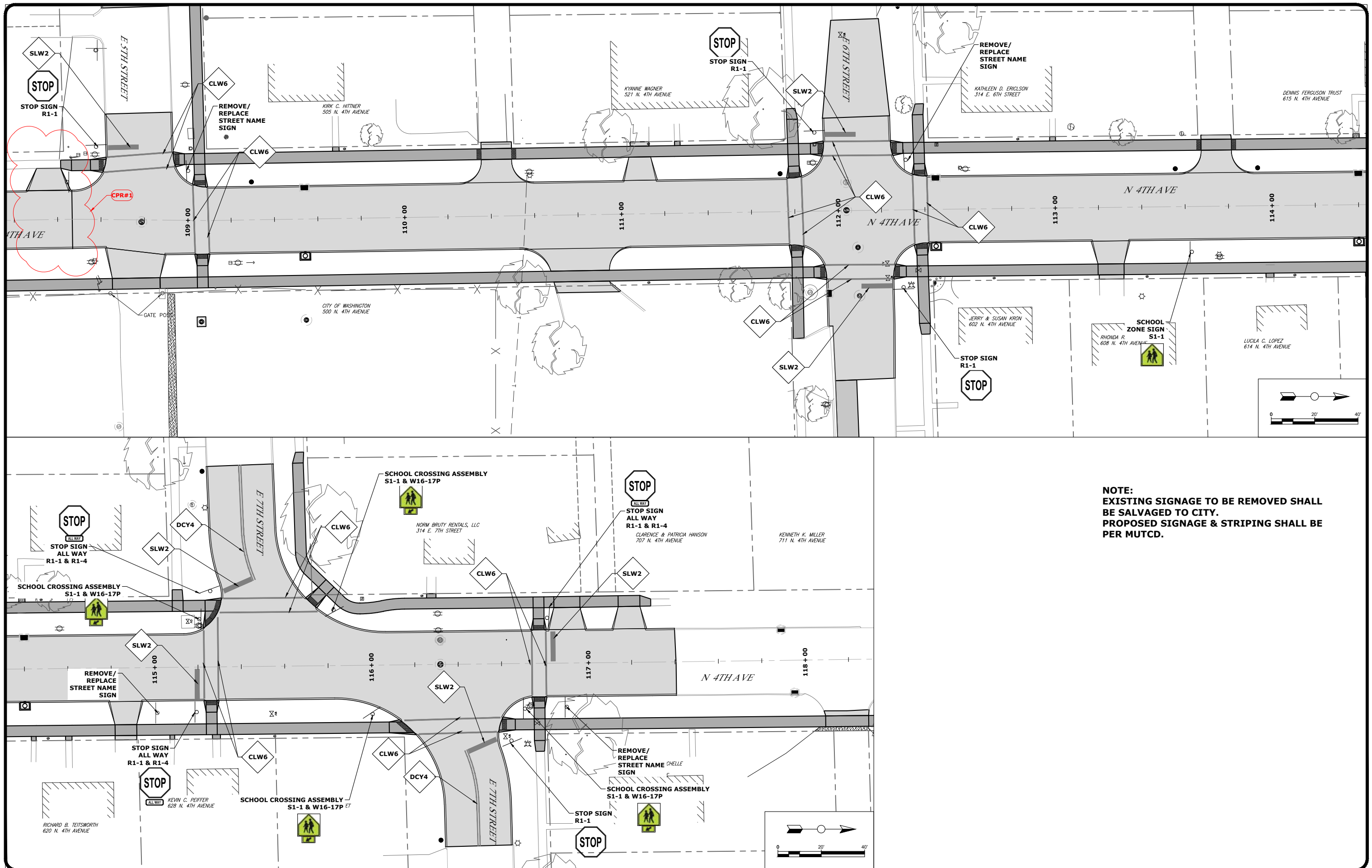
LAST UPDATE:
06/08/20

C3.1

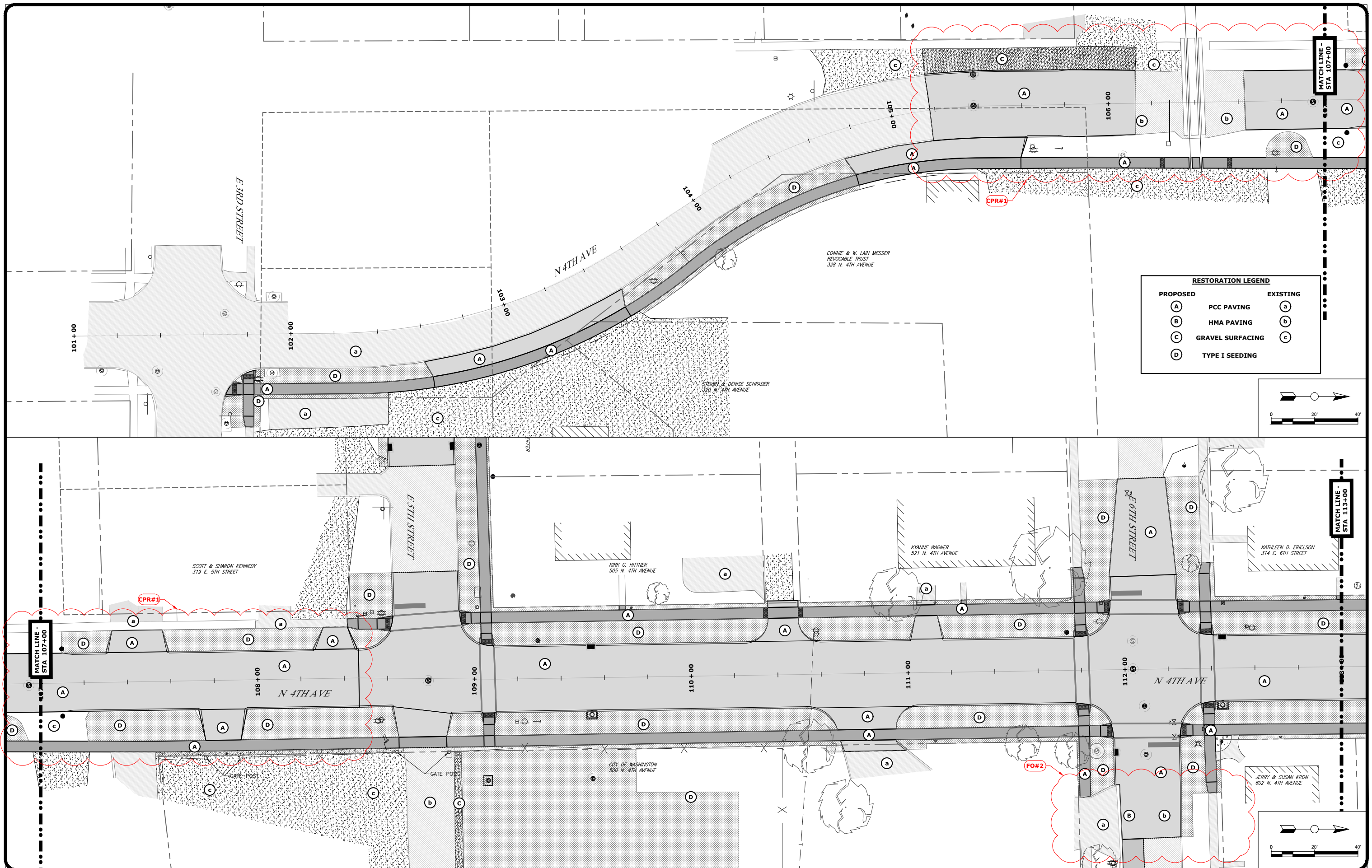




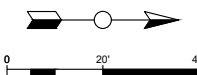
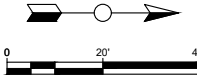
GRADE NOTE:
ALL GRADES ARE FORM GRADE (FG)
(TOP OF PAVEMENT) UNLESS
NOTED OTHERWISE.
TOC = TOP OF CURB (FG + 0.50')
TOW = TOP OF SIDEWALK
[M] = MATCH EXISTING

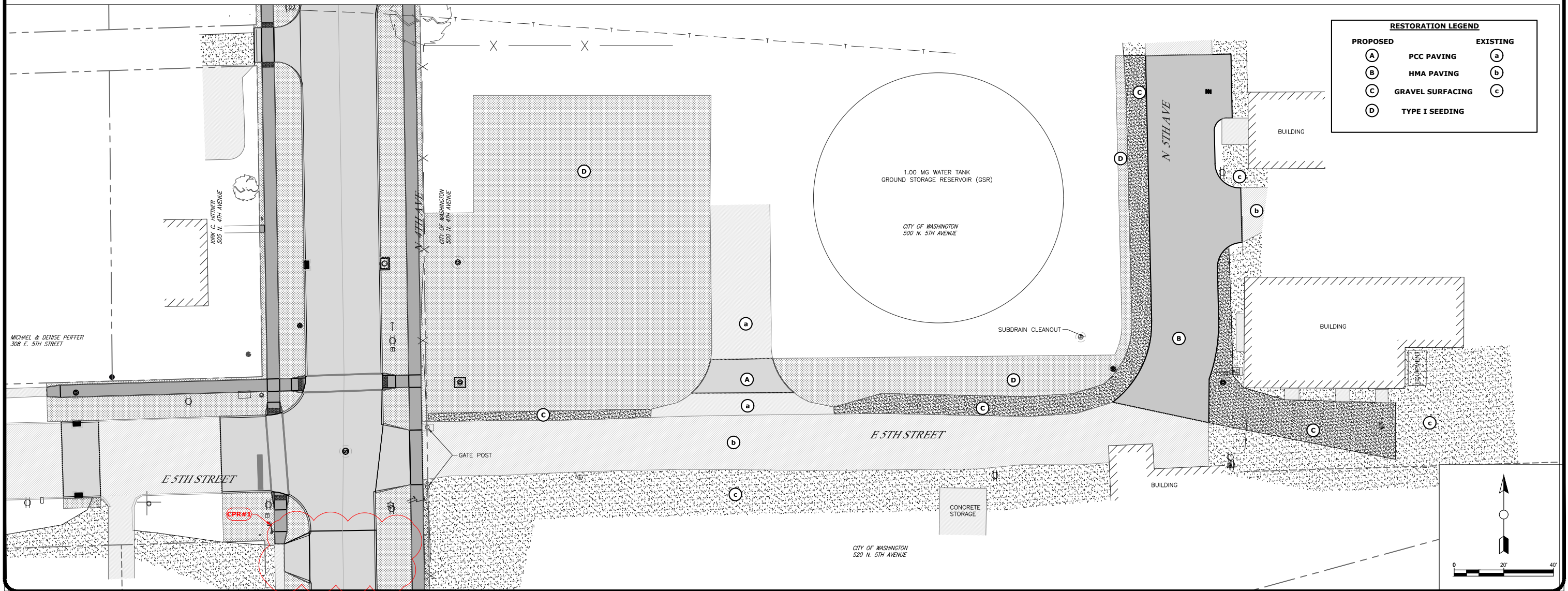
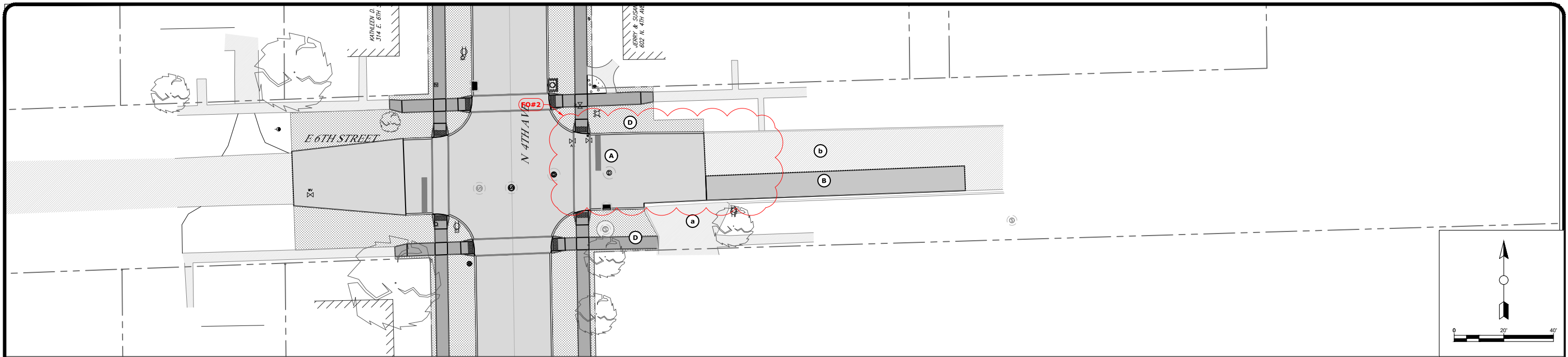


NOTE:
EXISTING SIGNAGE TO BE REMOVED SHALL
BE SALVAGED TO CITY.
PROPOSED SIGNAGE & STRIPING SHALL BE
PER MUTCD.



RESTORATION LEGEND			
PROPOSED		EXISTING	
(A)	PCC PAVING	(a)	
(B)	HMA PAVING	(b)	
(C)	GRAVEL SURFACING	(c)	
(D)	TYPE I SEEDING		





RESTORATION LEGEND		
PROPOSED		EXISTING
(A)	PCC PAVING	(a)
(B)	HMA PAVING	(b)
(C)	GRAVEL SURFACING	(c)
(D)	TYPE I SEEDING	

GROUT EXISTING SEWER WITH FLOWABLE
GROUT AFTER RE-ROUTE IS COMPLETE AND
STORM SEWER IS INSTALLED

EX 24-INCH SEWER

CONNECT TO
EXISTING WITH
CONCRETE COLLAR

TEMPORARY 24-INCH
SEWER PIPE. REMOVE
AFTER RE-ROUTE IS
COMPLETE AND STORM
SEWER IS INSTALLED

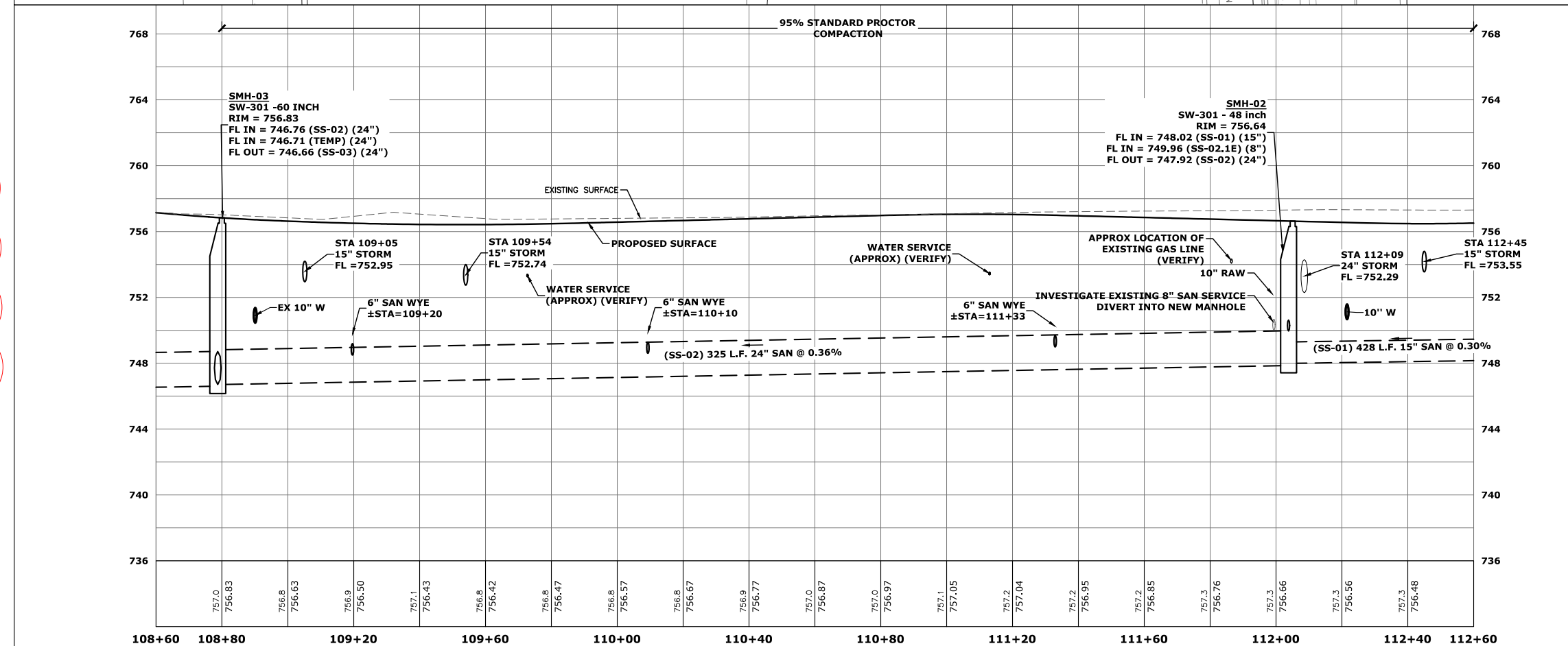
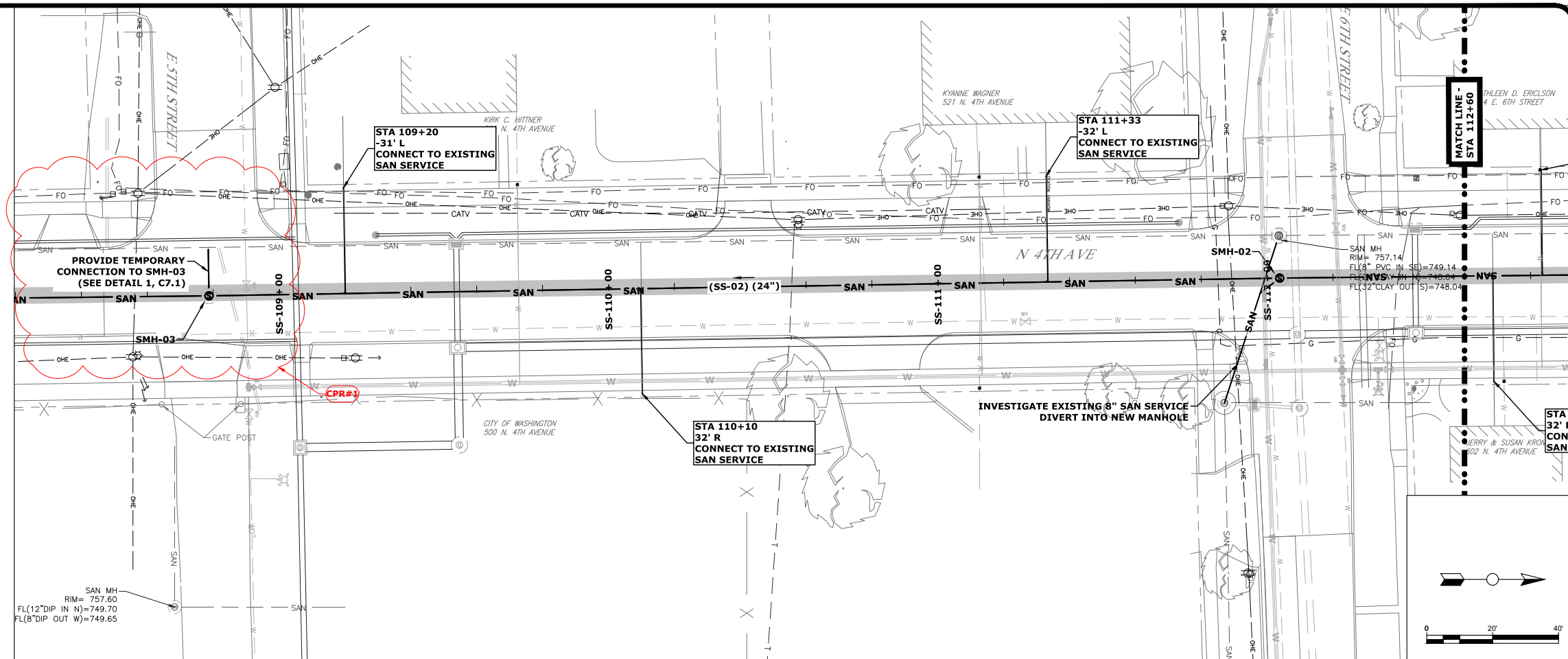
TEMPORARY MANHOLE
OPENING. PLUG AFTER
RE-ROUTE IS COMPLETE
AND STORM SEWER IS
INSTALLED

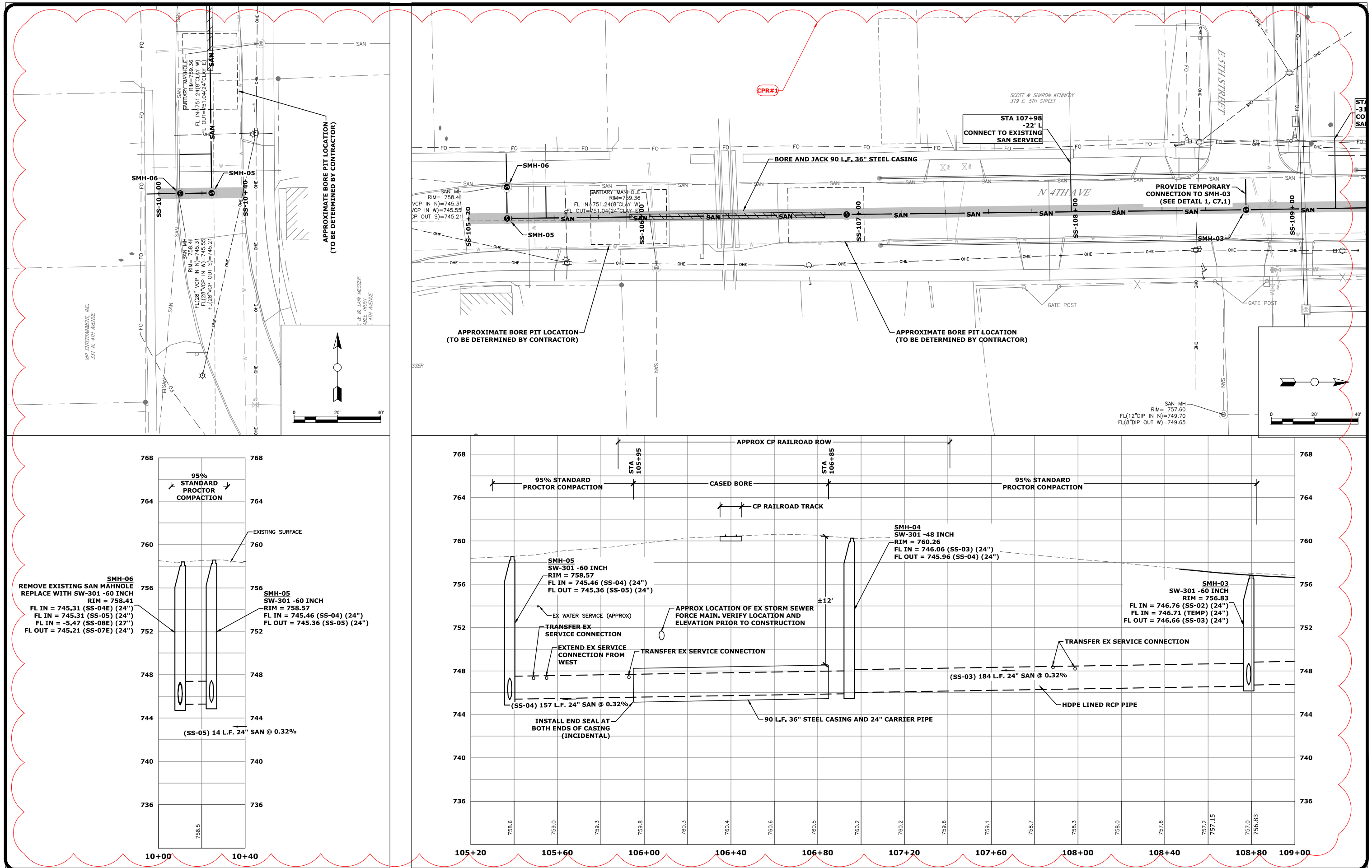
NEW 24" SAN

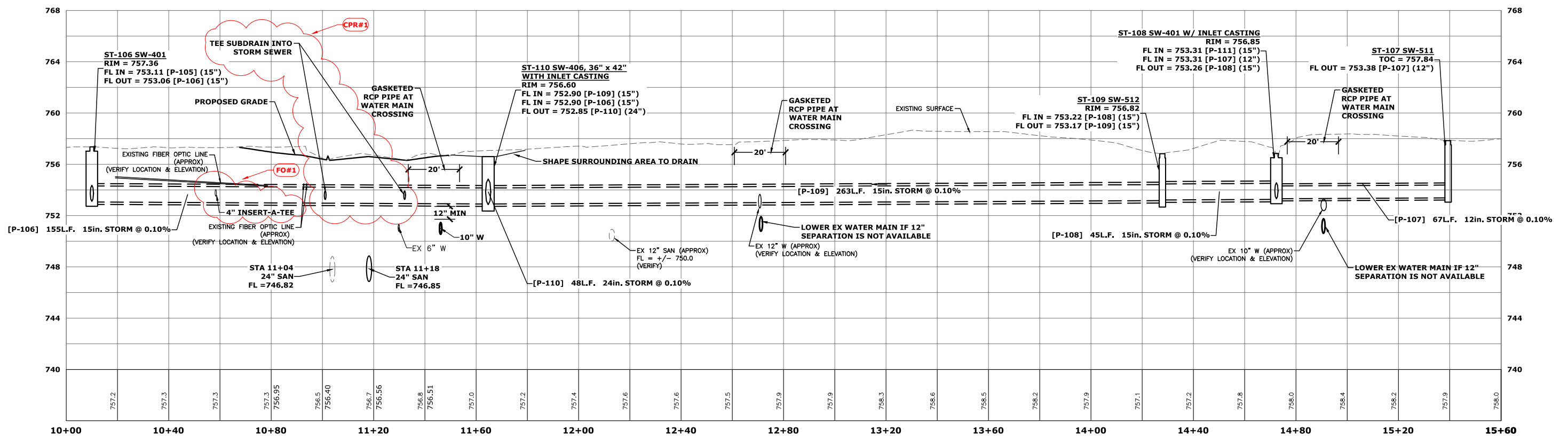
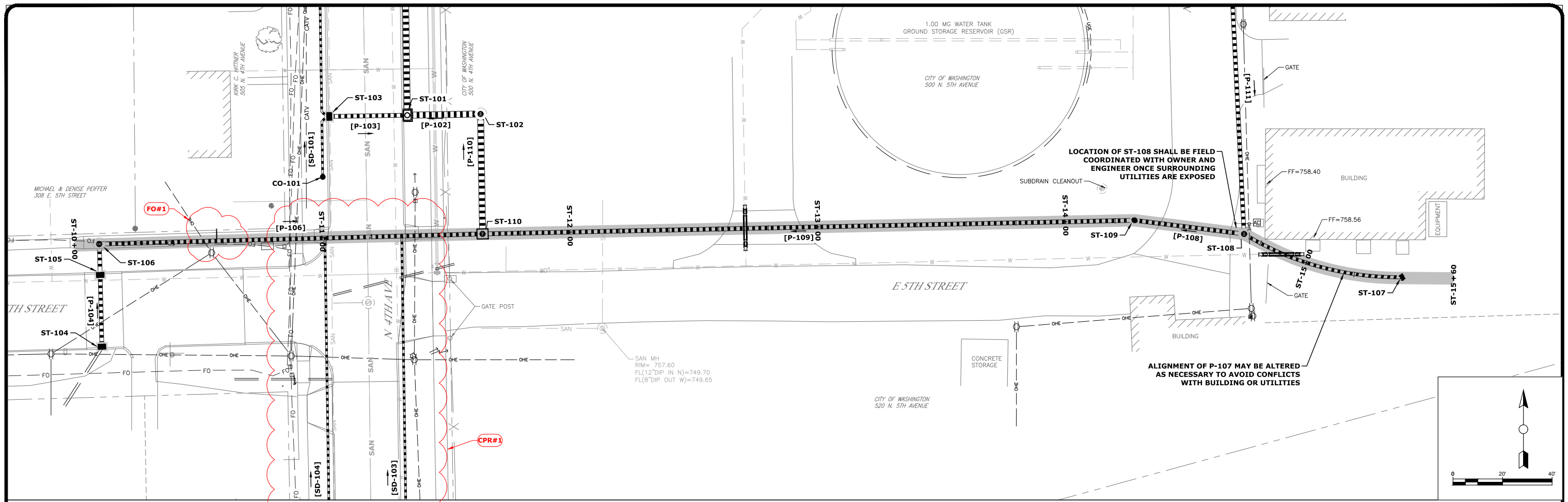
PROPOSED 60-INCH SMH-03 MH

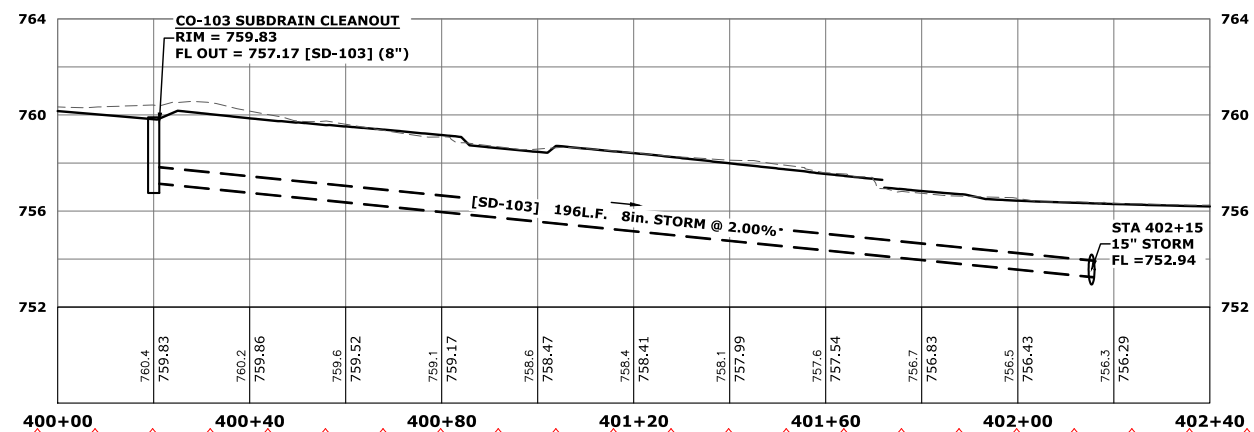
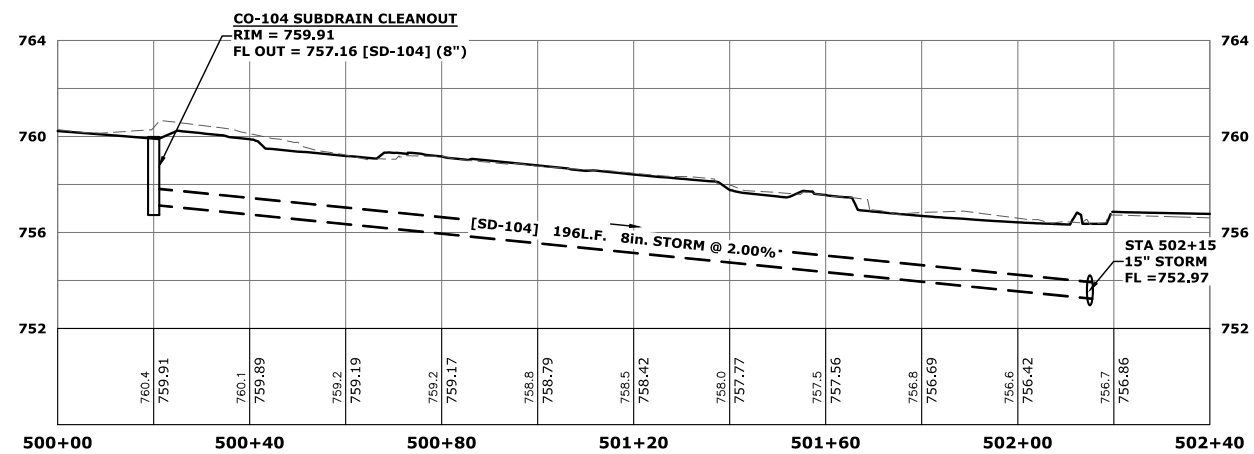
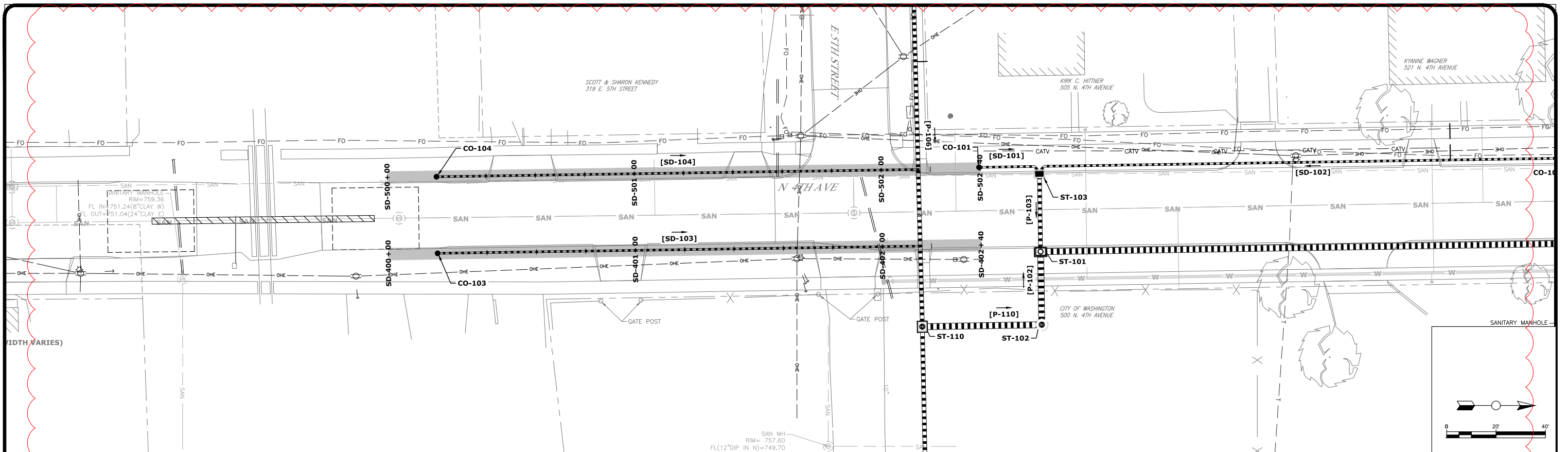
1
C7.1 **TEMPORARY SANITARY MAIN CONNECTION DETAIL**
NOT TO SCALE

CPR#1









C9.9

LAST UPDATE:
06/11/20

PROJECT NO.
7114-19A



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

WASHINGTON, IOWA

DATE
06/11/20

REVISION
CPR#1

CHECKED BY:
DATE:

SUBDRAIN PLAN & PROFILE
N. 4TH AVENUE IMPROVEMENTS

PROJECT NO.
7114-19A

LAST UPDATE:
06/11/20

C9.9

Date of Issuance:	6/3/2020	Effective Date:	6/3/2020
Owner:	City of Washington	Owner's Activity ID.:	
Contractor:	Cornerstone Exc. Inc.	Contractor's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	7114-19A
Project:	N. 4 th Ave. Improvements	Contract Name:	


Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions 11.01 A 3 for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:		G1.8, C9.1, C9.3, C9.4, C9.5
	Specification(s)	Drawing(s) / Detail(s)

Description:

1. Revise storm sewer service for 505 N. 4th Ave. from N. 4th Ave. to a location off on E.5th St., exact location to be determined in the field.
 - a. Adjustment of quantities is expected as follows:
 - i. Bid Item 4.07 deduct 1
 - ii. Bid Item 4.08 add 1
 - iii. Bid Item 4.09 deduct 10.
2. Add gaskets to RCP storm sewer, 20' length in each of two locations for a total of 40'.
3. Revise all fire hydrants to include 5" Storz Nozzle (push button type). Added cost of \$175/hydrant noted.

Attachments: G1.8, C9.1, C9.3, C9.4, C9.5 (replacement sheets)

ISSUED:		RECEIVED:	
By: 	By: _____		
Engineer (Authorized Signature)	Contractor (Authorized Signature)		
Title: Project Engineer	Title: _____		
Date: 6/3/2020	Date: _____		

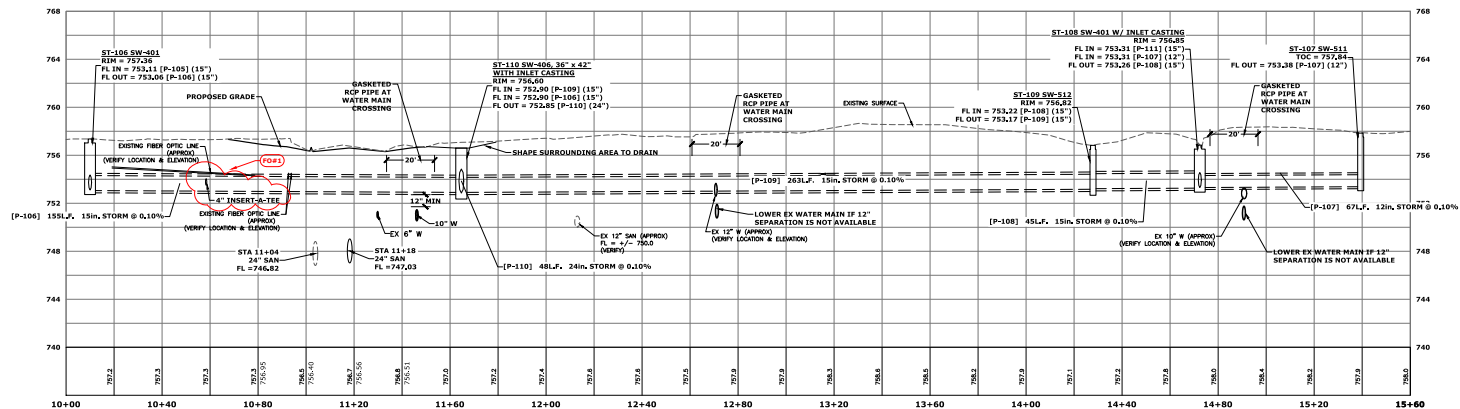
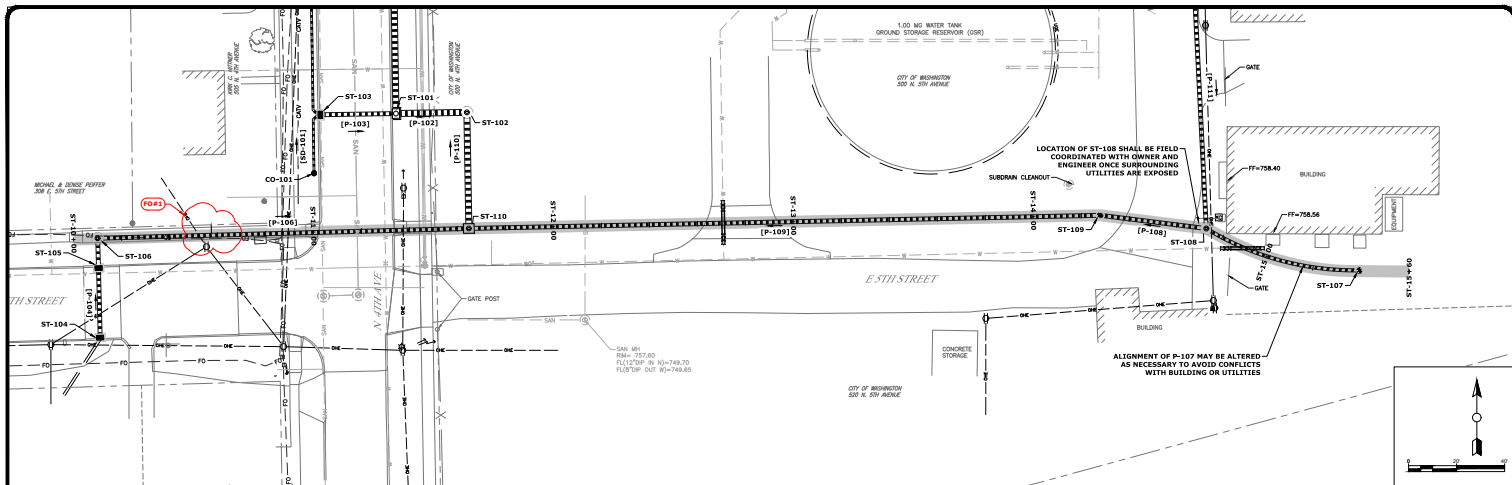
Copy to: Owner

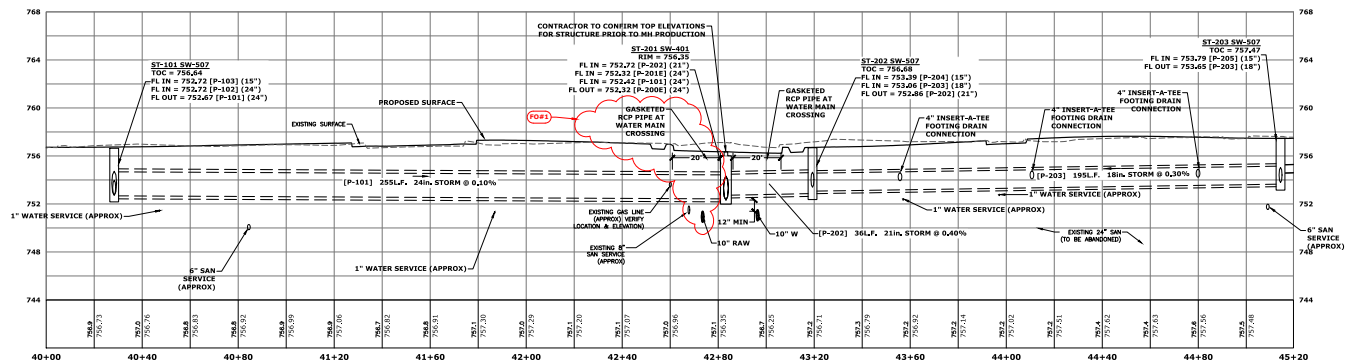
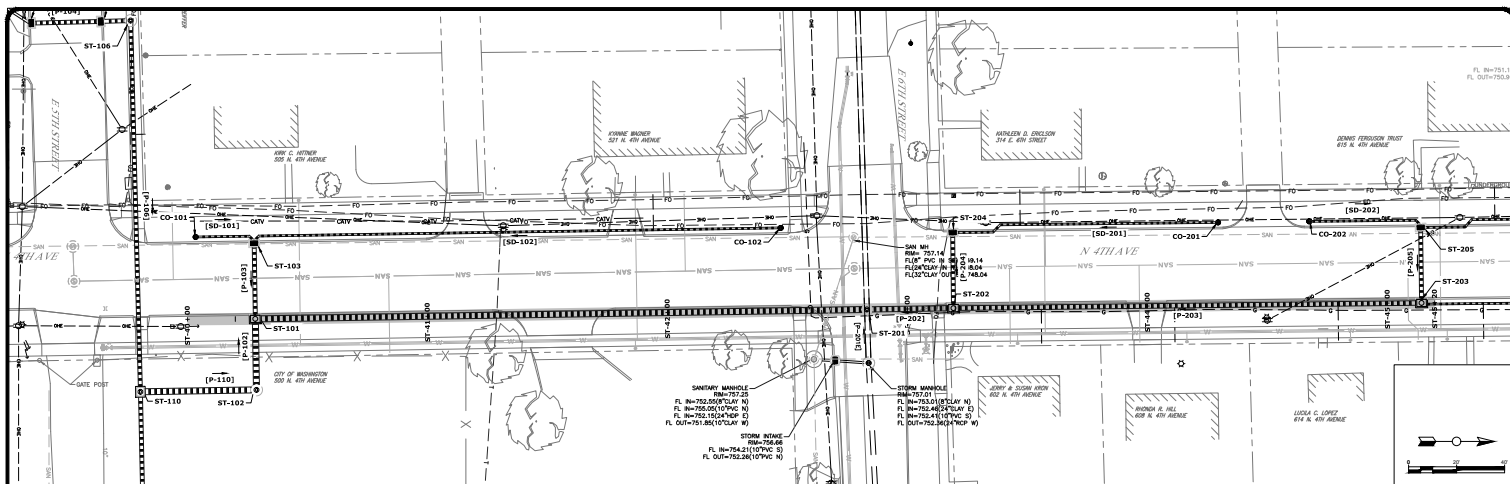
TABULATION OF SUBDRAIN SERVICE								
HOUSE ADDRESS	N. 4TH AVE STATION (APPROXIMATE)	DIRECTION	SERVICE SIZE	INSERT-A-TEE	8" x 4" WYE	ESTIMATED LENGTH (FEET)	ACTUAL LENGTH (FEET)	NOTES
505 N. 4TH AVE	(E. 5TH)	L	4"	X		4		PO#1
521 N. 4TH AVE	111+20	L	4"		X	14		
314 E. 6TH STREET	112+73	L	4"		X	14		
602 N. 4TH AVE	112+82	R	4"	X		14		
608 N. 4TH AVE	113+37	R	4"			14		
614 N. 4TH AVE	114+05	R	4"	X		14		
620 N. 4TH AVE	114+66	R	4"		X	14		
615 N. 4TH AVE	114+71	L	4"		X	14		
628 N. 4TH AVE	115+36	R	4"		X	14		
409 E. 7TH STREET	115+78	R	4"		X	14		

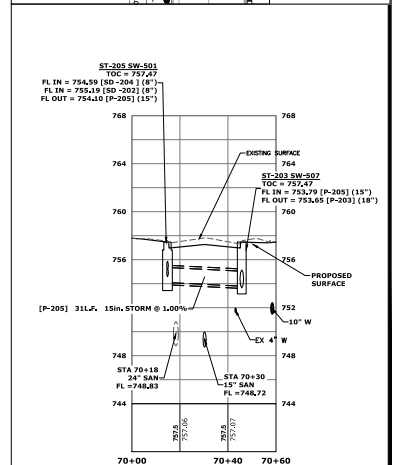
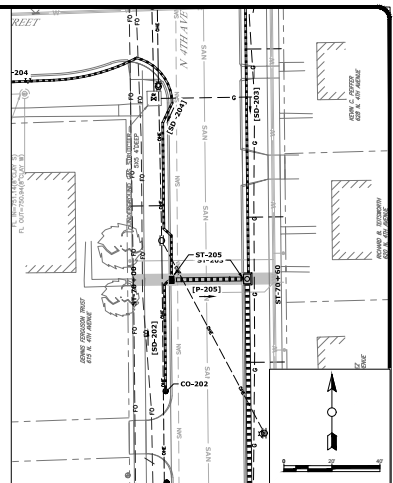
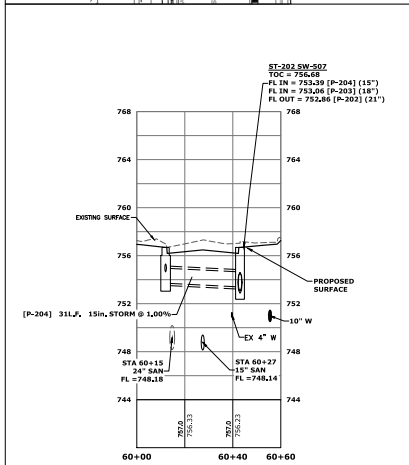
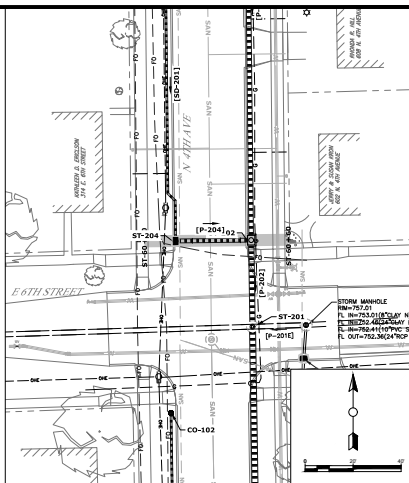
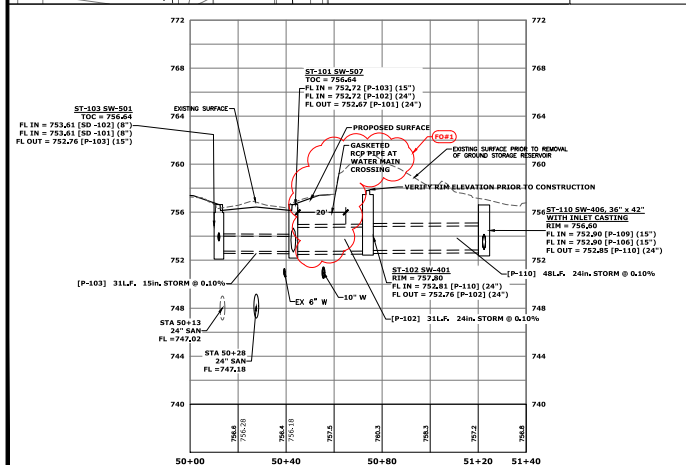
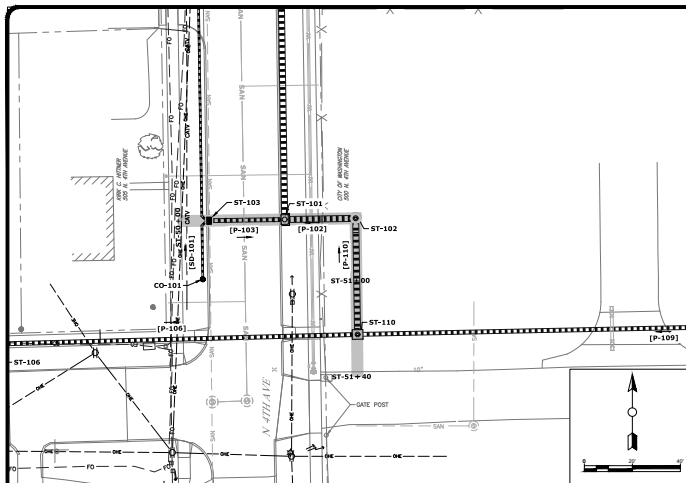
TABULATION OF SANITARY SEWER SERVICE							
HOUSE ADDRESS	N. 4TH AVE STATION (APPROXIMATE)	DIRECTION	SERVICE SIZE	8" x 6" WYE	ESTIMATED LENGTH (FEET)	ACTUAL LENGTH (FEET)	NOTES
505 N. 4TH AVE	109+20	L	4"	X	32		
500 N. 4TH AVE	110+10	R	4"	X	32		
521 N. 4TH AVE	111+33	L	4"	X	32		
602 N. 4TH AVE	112+69	R	4"	X	32		
314 E.6TH STREET	112+84	L	4"	X	32		
608 N. 4TH AVE	113+22	R	4"	X	32		
614 N. 4TH AVE		R	4"	X	32		LOCATE
620 N. 4TH AVE	114+34	R	4"	X	34		
615 N. 4TH AVE		L	4"	X	32		LOCATE
628 N. 4TH AVE		R	4"	X	32		LOCATE
409 E. 7TH STREET	115+95	R	4"	X	32		

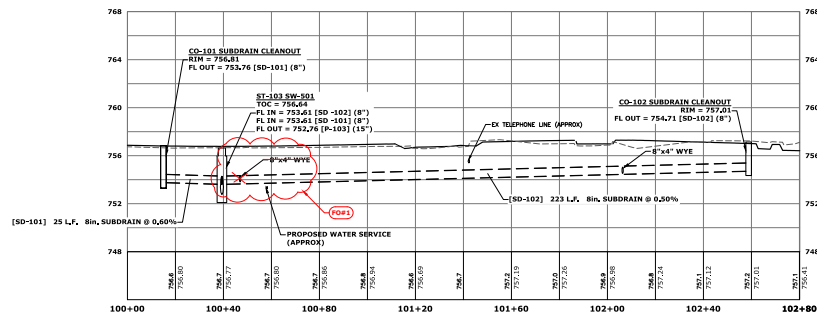
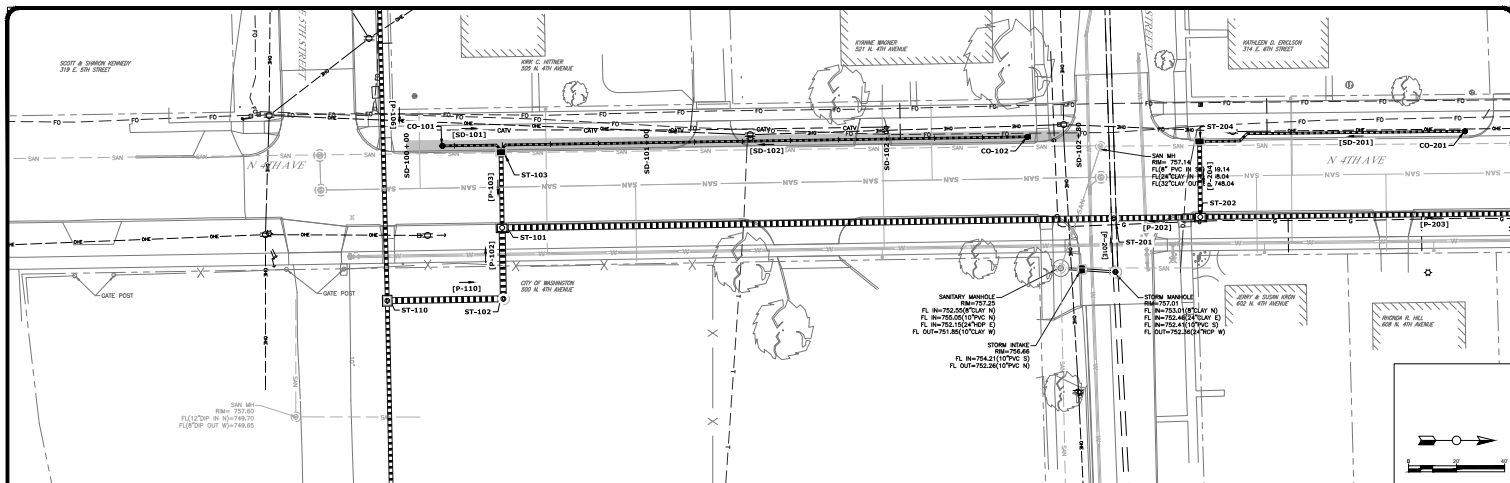
TABULATION OF WATER SERVICE								
HOUSE ADDRESS	N. 4TH AVE STATION (APPROXIMATE)	DIRECTION	SERVICE SIZE	CURB STOP	CORP STOP	ESTIMATED LENGTH (FEET)	ACTUAL LENGTH (FEET)	NOTES
505 N. 4TH AVE	109+73	L	1"		X	59		
500 N. 4TH AVE	111+12	R	1"	X	X	3		
521 N. 4TH AVE	111+13	L	1"	X	X	59		
602 N. 4TH AVE	112+72	R	1"	X	X	3		
314 E. 6TH STREET	112+83	L	1"	X	X	59		
608 N. 4TH AVE	113+42	R	1"	X	X	3		
614 N. 4TH AVE	114+10	R	1"	X	X	59		
615 N. 4TH AVE	114+48	L	1"	X	X	59		
620 N. 4TH AVE	114+51	R	1"	X	X	3		
628 N. 4TH AVE	115+55	R	1"	X	X	3		
409 E. 7TH STREET								LOCATE
314 E. 7TH STREET	116+22	R	1"	X	X	59		
702 N. 4TH AVE								LOCATE
707 N. 4TH AVE	117+27	L	1"		X	5		EXTEND OLD SERVICE TO NEW MAIN
711 N. 4TH AVE	118+03	L	1"		X	5		EXTEND OLD SERVICE TO NEW MAIN
714 N. 4TH AVE	118+70	R	1"	X	X	3		
800 N. 4TH AVE	119+45	R	1"	X	X	3		
806 N. 4TH AVE	119+83	R	1"	X	X	3		
812 N. 4TH AVE	120+37	R	1"	X	X	3		
818 N. 4TH AVE	120+99	R	1"	X	X	3		
900 N. 4TH AVE	122+25	R	1"	X	X	3		
910 N. 4TH AVE	123+01	R	1"	X	X	3		
914 N. 4TH AVE	123+82	R	1"	X	X	3		
920 N. 4TH AVE	124+16	R	1"	X	X	3		

NOTE: THE INFORMATION PROVIDED IN TABULATIONS IS FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR SHOULD VERIFY QUANTITIES AND OTHER PERTINENT INFORMATION.









C9.5

LAST UPDATE
05/20/20

PROJECT NO.
7114-19A



FOR Engineering Associates, Inc.
414 North 19th Street, Suite 202
Ankeny, Iowa 52231
Phone: (515) 234-5000
Fax: (515) 234-5000

WASHINGTON, IOWA

DATE

05/20/20

REVISION

NO. 1000 1000 1000

CHECKED BY

DATE

SUBDRAIN PLAN & PROFILE
N. 4TH AVENUE IMPROVEMENTS

PROJECT NO.
7114-19A

LAST UPDATE
05/20/20

C9.5

Date of Issuance:	6/12/2020	Effective Date:	6/12/2020
Owner:	City of Washington	Owner's Activity ID.:	
Contractor:	Cornerstone Exc. Inc.	Contractor's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	7114-19A
Project:	N. 4 th Ave. Improvements	Contract Name:	


Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions 11.01 A 3 for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:		C1.1, C1.3, C2.5, C3.2, C6.1, C6.3
	Specification(s)	Drawing(s) / Detail(s)

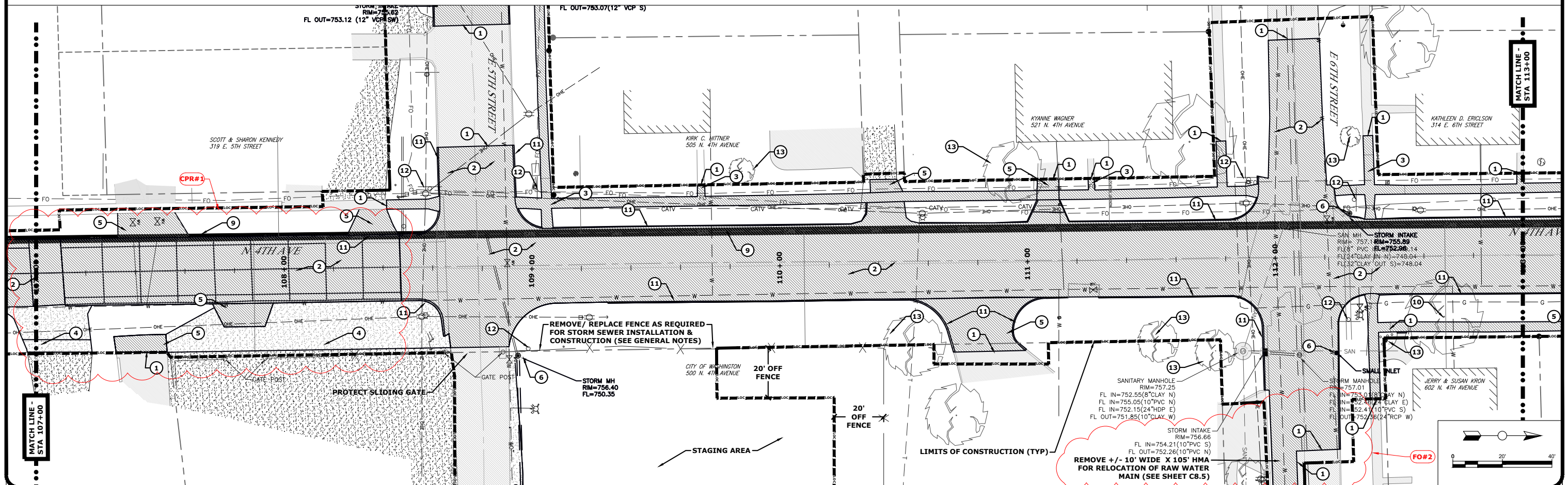
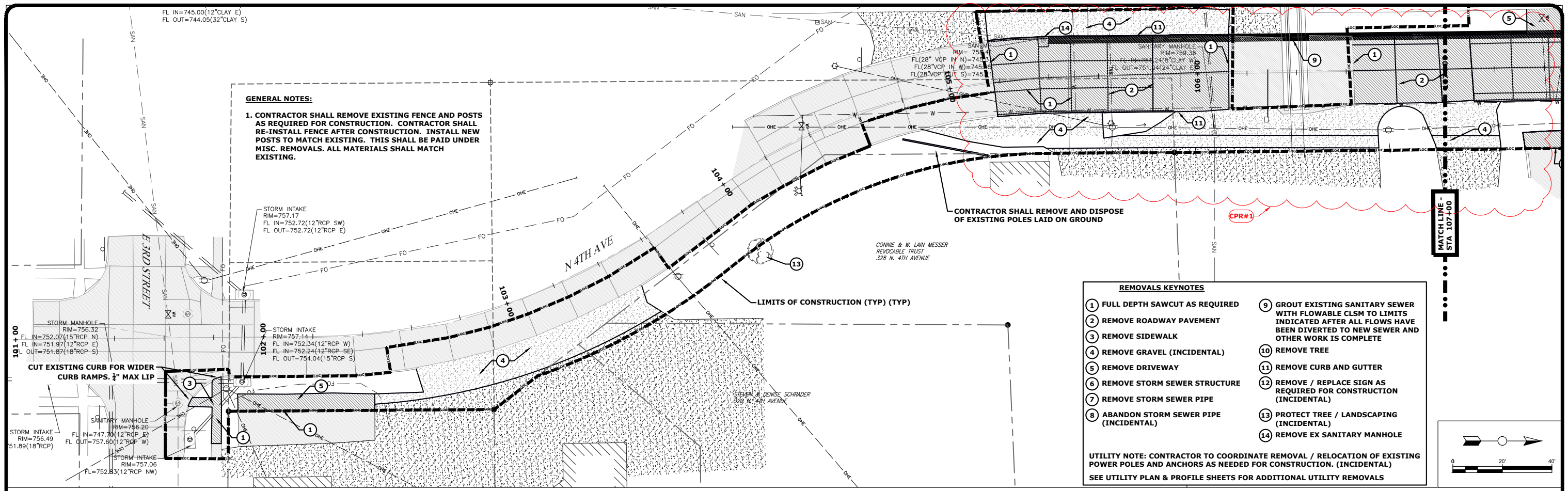
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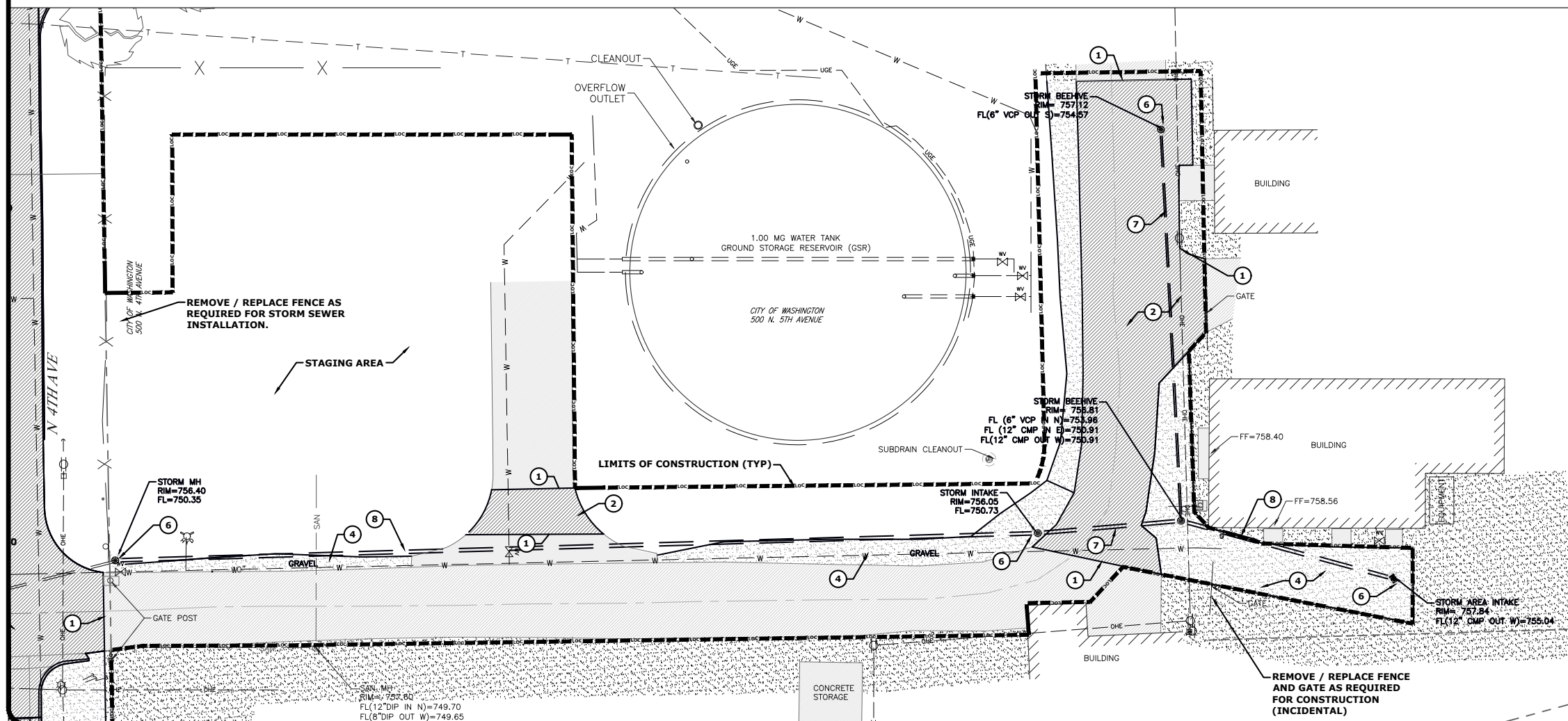
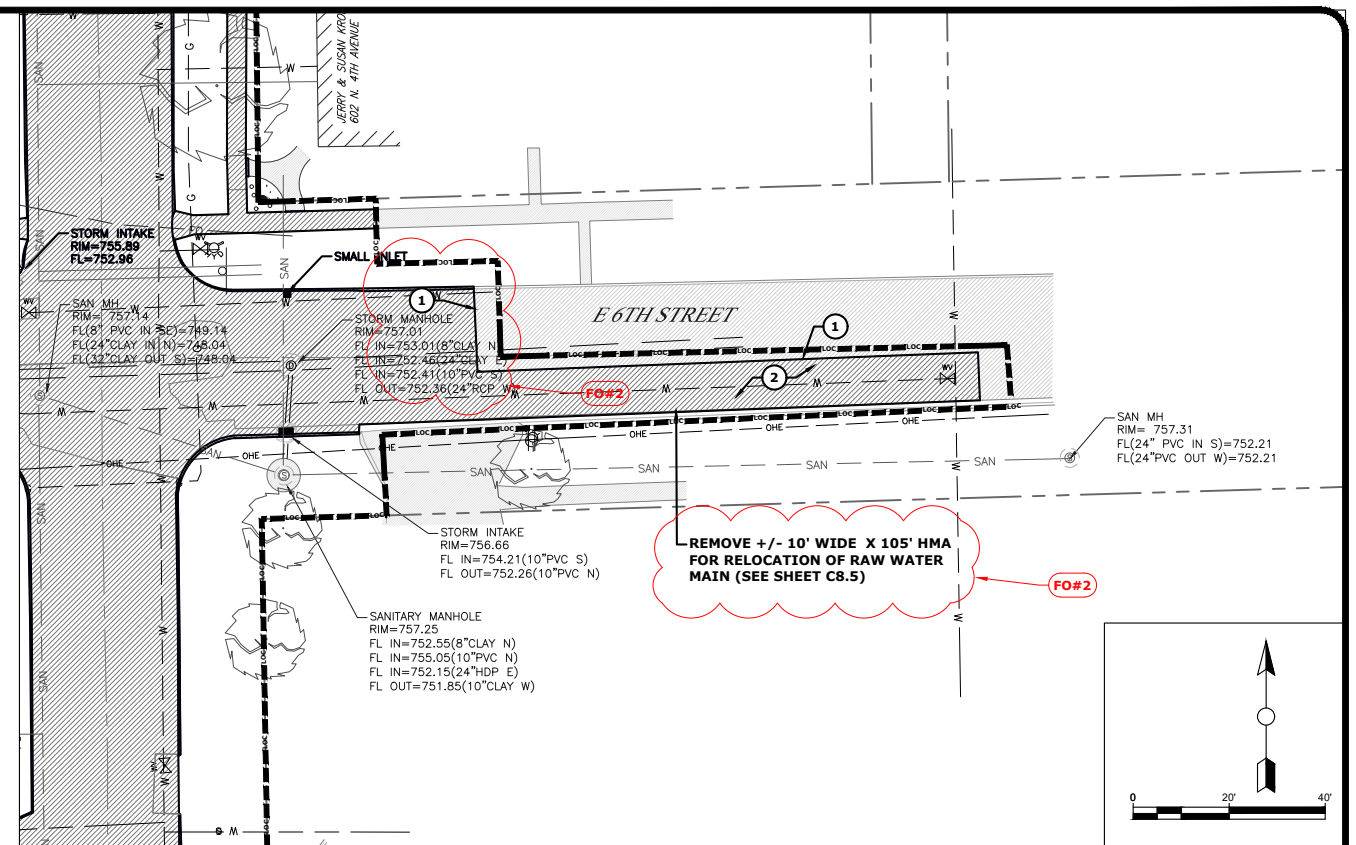
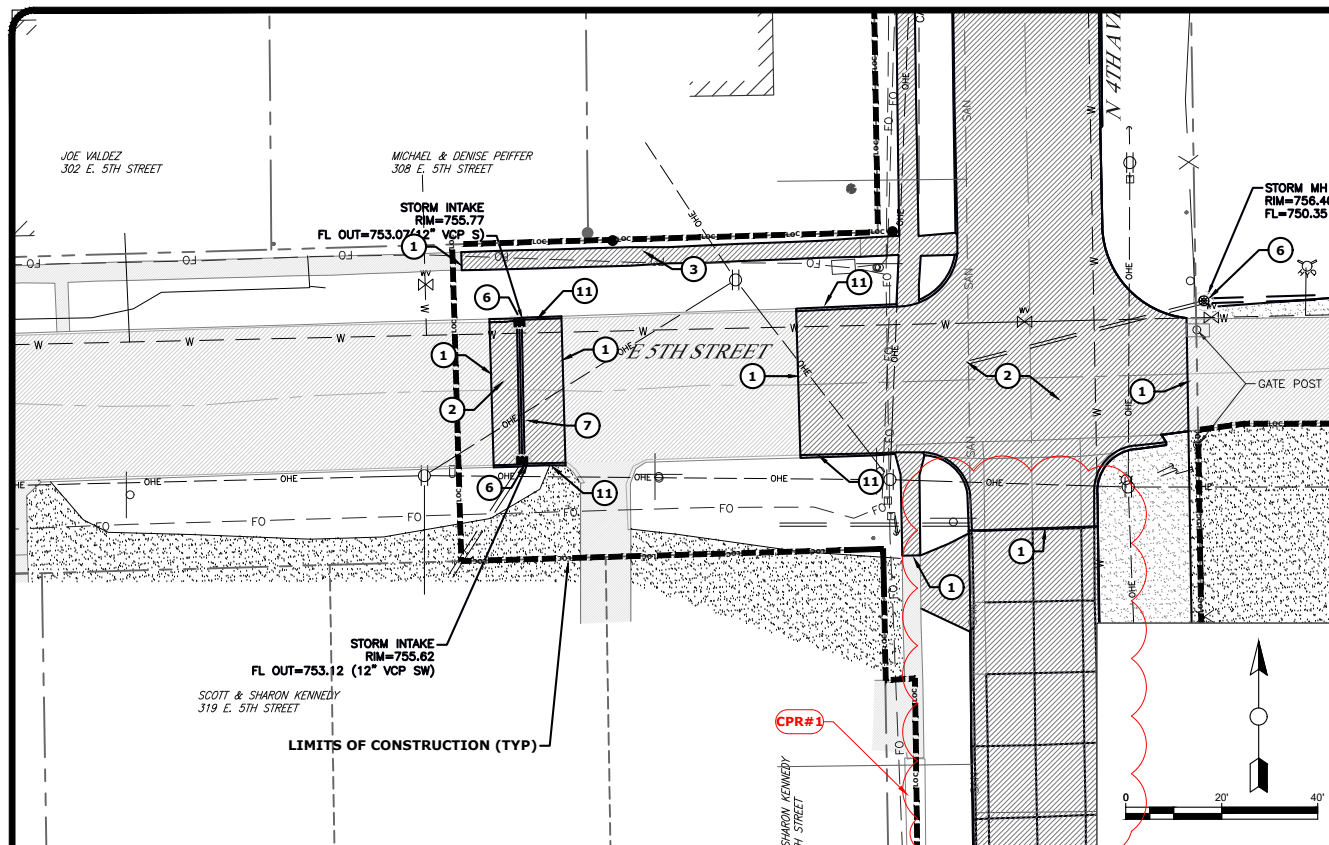
1. Revise limits of removal and limits of PCC Mainline paving and HMA Paving as indicated in attached revised drawings.
 - a. Adjustment of quantities is expected as follows:
 - i. Bid Item 7.07 increase 50 SY
 - ii. Bid Item 7.01 increase 78 SY
 - iii. Bid Item 7.06 decrease 28 SY

Attachments: C1.1, C1.3, C2.5, C3.2, C6.1, C6.3 (replacement sheets)

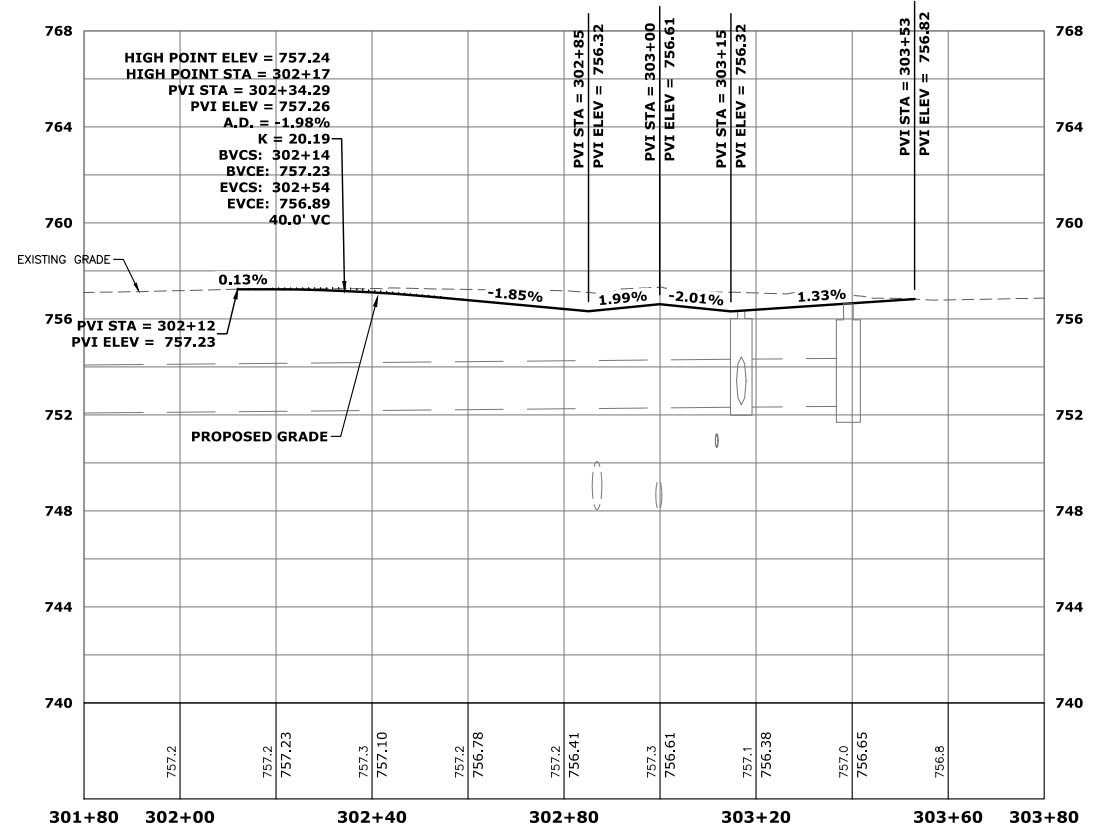
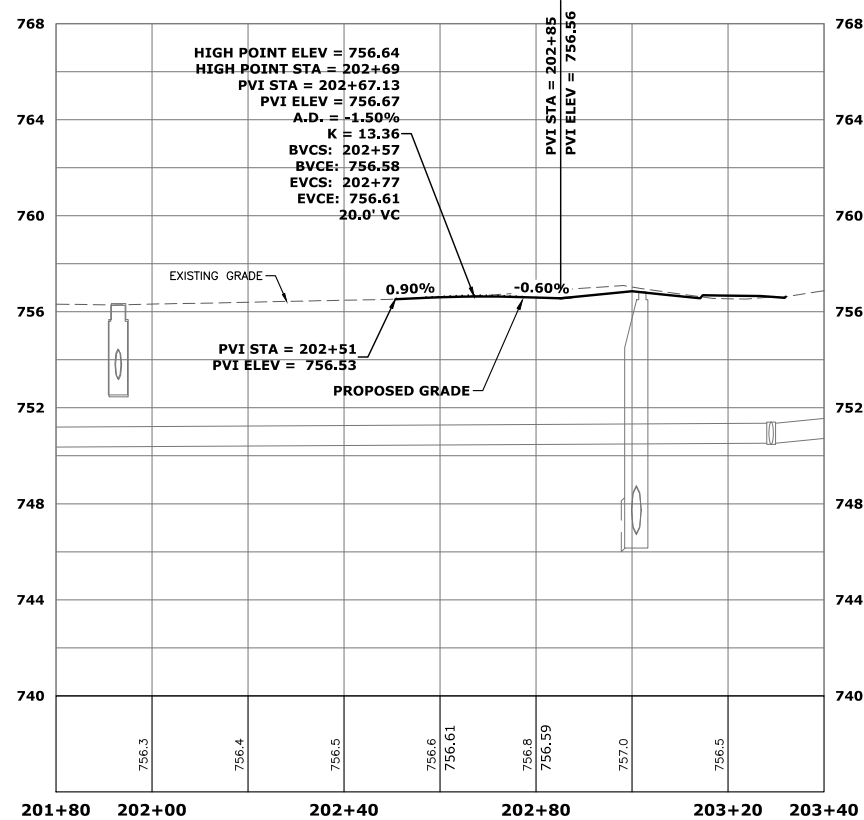
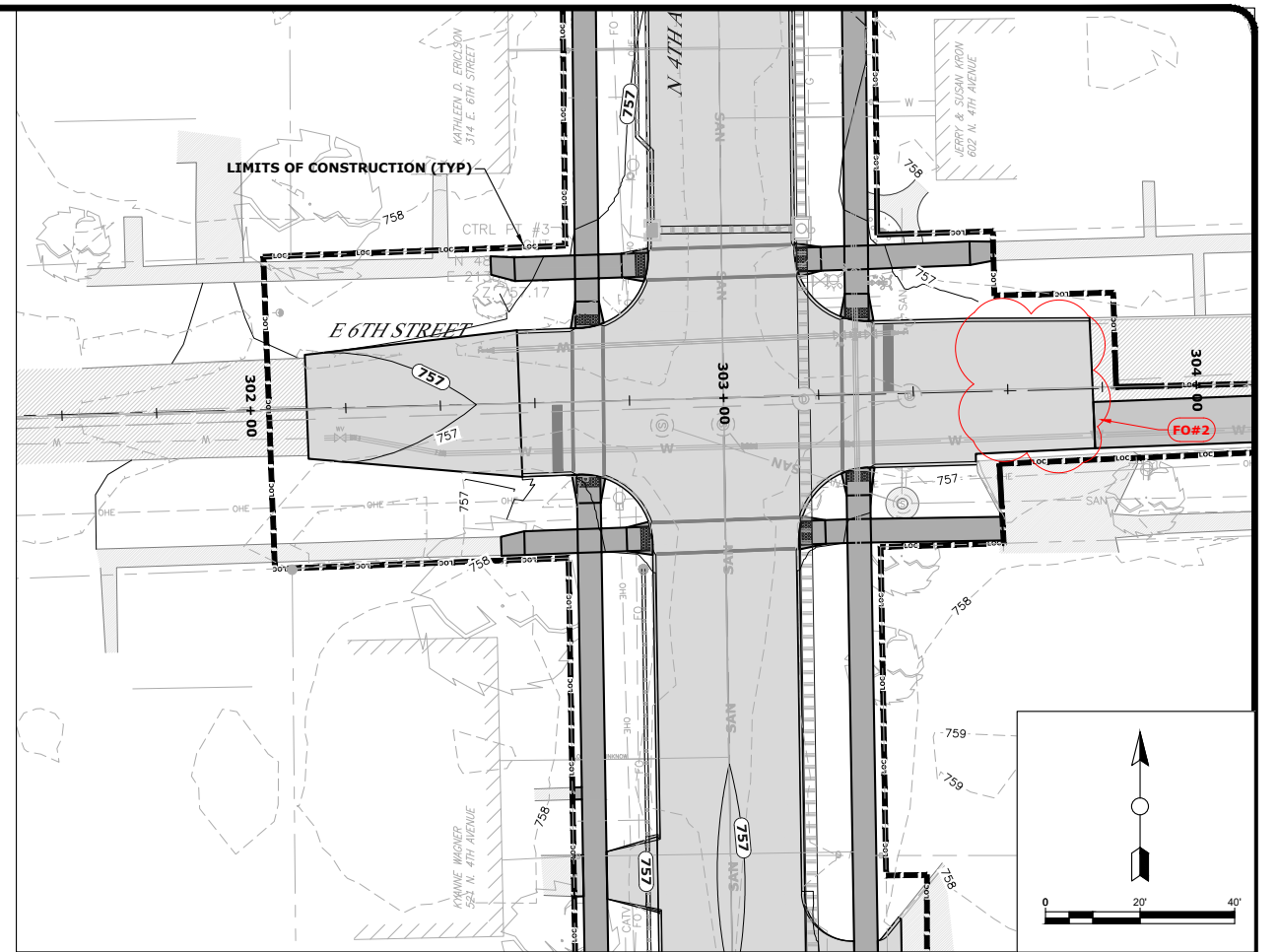
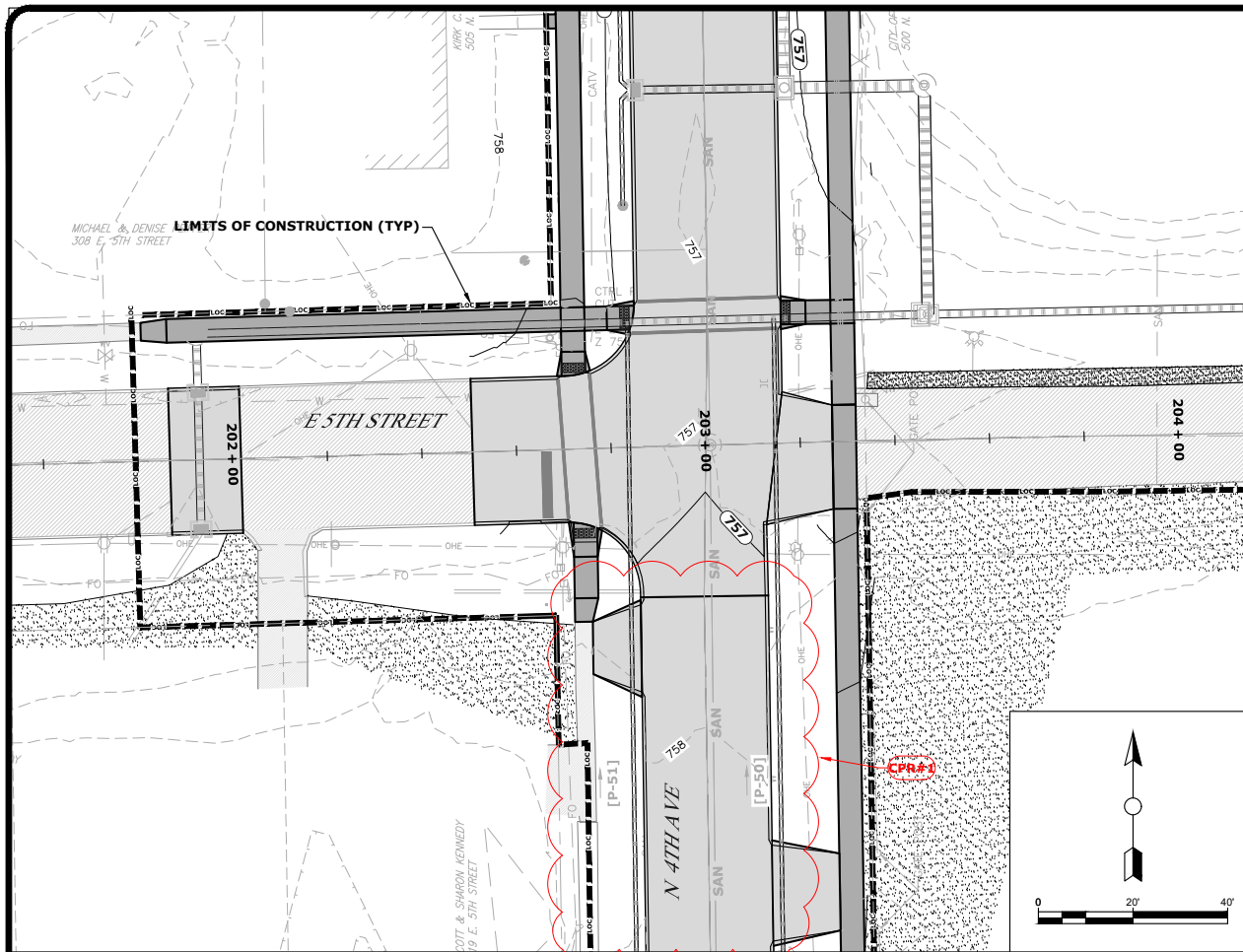
ISSUED:	RECEIVED:
By: 	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: _____
Date: 6/12/2020	Date: _____

Copy to: Owner





- REMOVALS KEYNOTES**
- | | |
|---|---|
| 1 FULL DEPTH SAWCUT AS REQUIRED | 9 GROUT EXISTING SANITARY SEWER WITH FLOWABLE CLSM TO LIMITS INDICATED AFTER ALL FLOWS HAVE BEEN DIVERTED TO NEW SEWER AND OTHER WORK IS COMPLETE |
| 2 REMOVE ROADWAY PAVEMENT | 10 REMOVE TREE |
| 3 REMOVE SIDEWALK | 11 REMOVE CURB AND GUTTER |
| 4 REMOVE GRAVEL (INCIDENTAL) | 12 REMOVE / REPLACE SIGN AS REQUIRED FOR CONSTRUCTION (INCIDENTAL) |
| 5 REMOVE DRIVEWAY | 13 PROTECT TREE / LANDSCAPING (INCIDENTAL) |
| 6 REMOVE STORM SEWER STRUCTURE | 14 REMOVE EX SANITARY MANHOLE |
| 7 REMOVE STORM SEWER PIPE | |
| 8 ABANDON STORM SEWER PIPE (INCIDENTAL) | |
- UTILITY NOTE: CONTRACTOR TO COORDINATE REMOVAL / RELOCATION OF EXISTING POWER POLES AND ANCHORS AS NEEDED FOR CONSTRUCTION. (INCIDENTAL)
- SEE UTILITY PLAN & PROFILE SHEETS FOR ADDITIONAL UTILITY REMOVALS



C2.5

LAST UPDATE:
06/11/20

PROJECT NO.
7114-19A



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

WASHINGTON, IOWA

DATE
06/08/20
06/08/20

REVISION
CPR#1
CPR#1

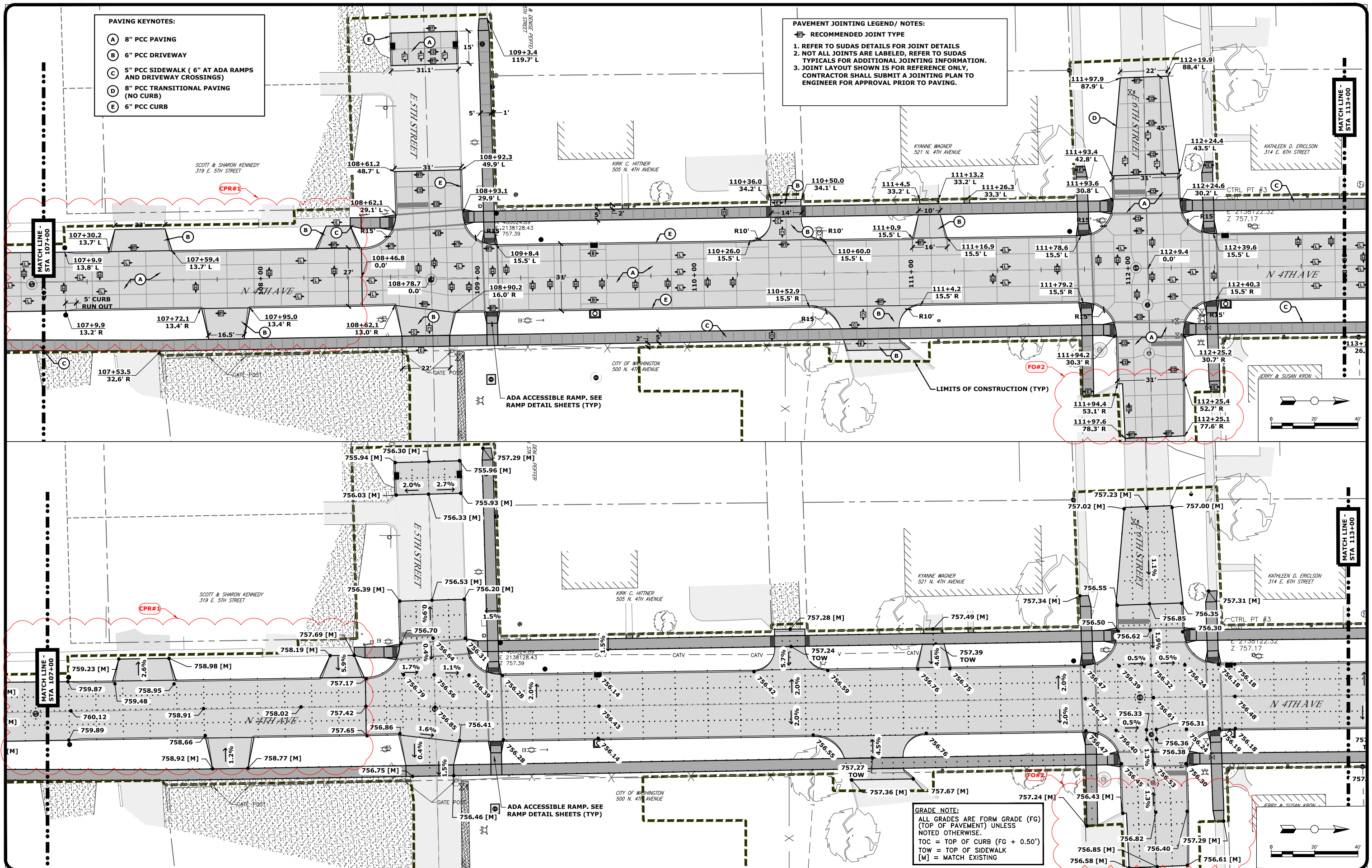
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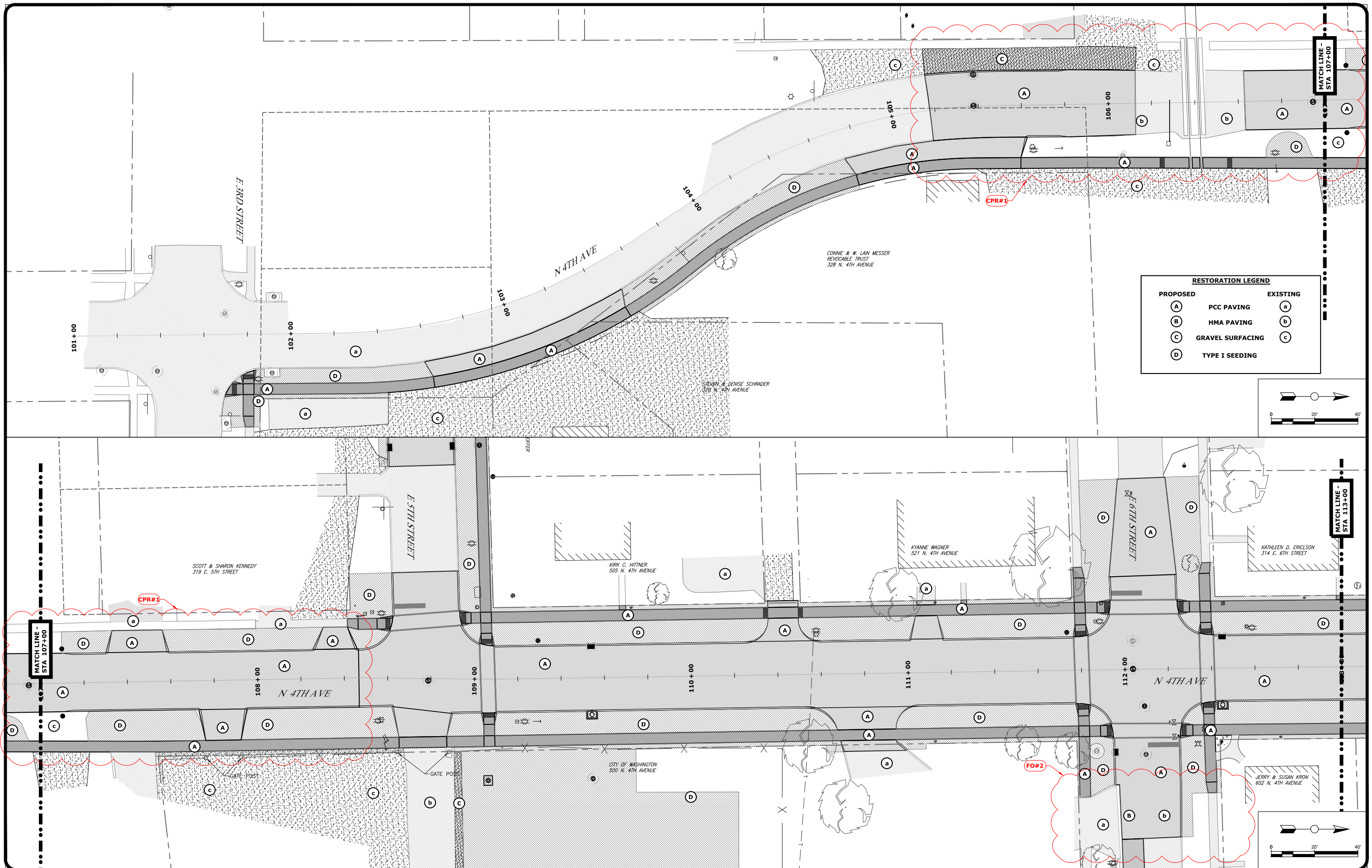
ROADWAY PLAN & PROFILE
N. 4TH AVENUE IMPROVEMENTS

PROJECT NO.
7114-19A

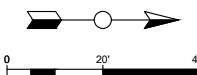
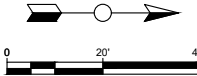
LAST UPDATE:
06/11/20

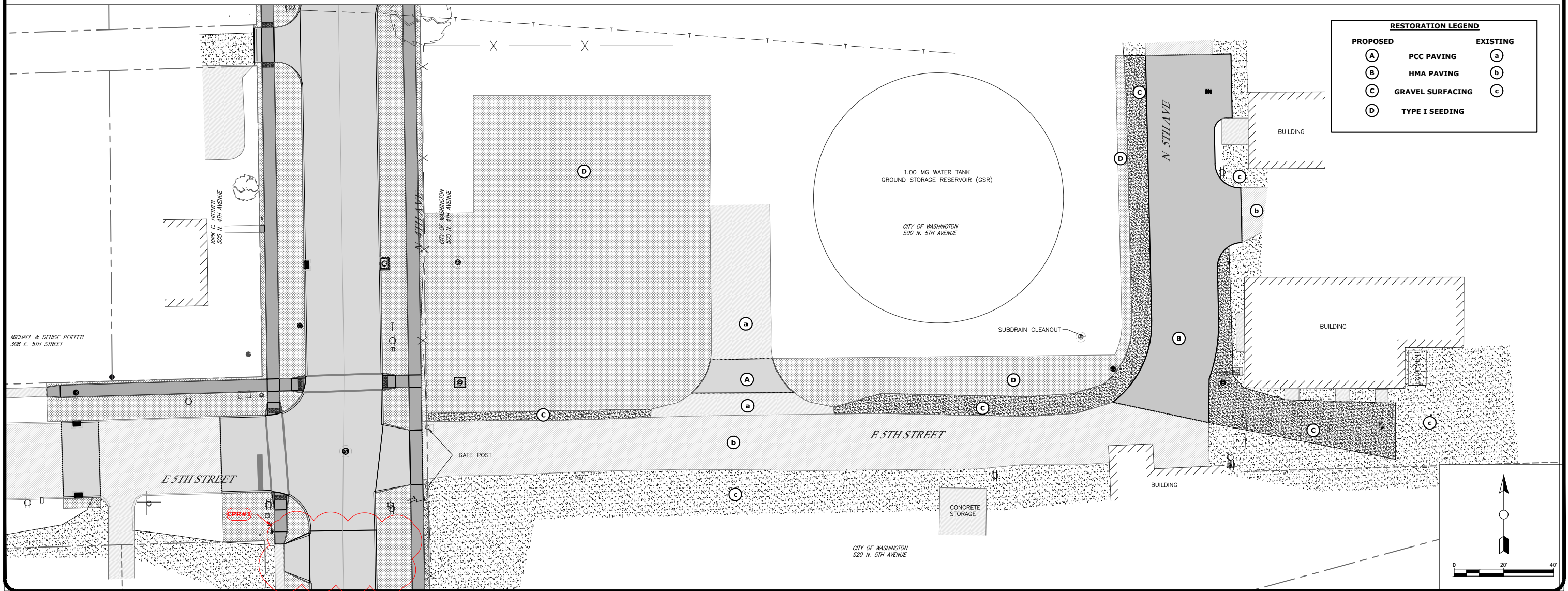
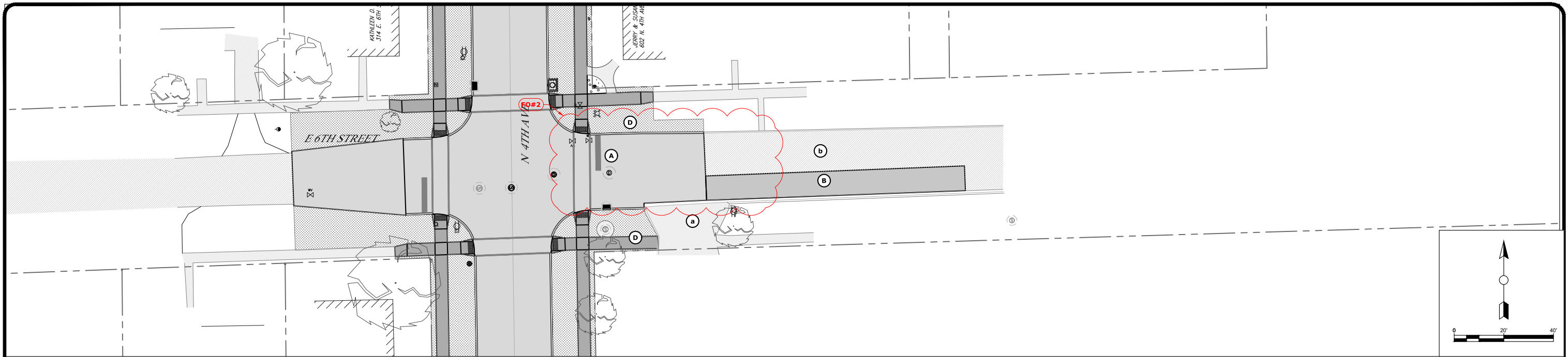
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RESTORATION LEGEND			
PROPOSED		EXISTING	
(A)	PCC PAVING	(a)	
(B)	HMA PAVING	(b)	
(C)	GRAVEL SURFACING	(c)	
(D)	TYPE I SEEDING		





RESTORATION LEGEND		
PROPOSED		EXISTING
(A)	PCC PAVING	(a)
(B)	HMA PAVING	(b)
(C)	GRAVEL SURFACING	(c)
(D)	TYPE I SEEDING	

RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is made by and between **Canadian Pacific and Cornerstone Excavating, Inc.**

1. PARTIES:

Dakota Minnesota & Eastern Railroad Company (DM&E), doing business as Canadian Pacific with general offices at:

Address	Contact Info	
Canadian Pacific Railway 11306 Franklin Ave Franklin Park, IL 60131	Name:	Otis Goodman
	Phone:	(630) 860.4117
	Fax:	
	Email:	Otis_goodman@cpr.ca

hereinafter called “CP,”

and **Cornerstone Excavating, Inc.**, a whose address is:

Address	Contact Info	
1320 W. Main Street PO box 928 Washington, IA 52353	Name:	William Miller
	Phone:	319.653.3957
	Fax:	319.653.9067
	Mobile:	
	Email:	sps@foxeng.com

hereinafter called “Licensee.”

2. PROPERTY; SCHEDULE; GRANT OF LICENSE;

2.1. Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in **Washington, Iowa at railroad mile post 257.37 +/- on the Ottumwa Subdivision**, as shown upon the map labeled Exhibit A that is attached hereto and made a part hereof (the “Property”)

2.2. Work Schedule:

for the sole for the purpose of performing, generally, the following activities: Jack and Bore a 36” Steel casing under tracks at a minimum of 12’ below the base of the rail, as detailed in Licensee’s plans, specifications and special provisions. Monitoring points need to be set to monitoring any track movement or possible settlement. The Work is subject to approval by CP’s authorized representative.

2.3. Grant of License:

This license is granted subject to all the terms and conditions set forth below and applies to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4. Agreement To Be Available At Work Site:

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1. Term: The term of this Agreement shall

Commence at 12:01 am **on June 15, 2020** (the “**Commencement Date**”); and

Expire at 11:59 pm **on July 15, 2020** (the “**Expiration Date**”)

the “**Term.**” Upon agreement between CP and Licensee, the Term may be lengthen or shorten without affecting any other provisions of this Agreement

3.2. Effective Date:

This Agreement shall be effective upon the date that it has been signed by both parties.

3.3. Expiration:

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (i.e., sealed and abandoned in accordance with applicable legal requirements) by Licensee or
- (ii) the date CP assumes ownership of such wells pursuant to section 10.8.

3.4. TERMINATION; EXCLUSION:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. If CP elects to terminate this Agreement, it shall give Licensee notice of termination, which notice shall specify the obligation or obligations breached by Licensee; and this Agreement shall terminate 30 days after such notice is given (provided, however, that this Agreement shall not terminate if the breach is cured within said 20 day period). This Agreement is also subject to early termination pursuant to paragraph 21. The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon receipt of a notice given pursuant to this paragraph 3(D); and in either case, Licensee shall not re-enter the Property until such time as the breach is cured.

4. PAYMENTS

4.1. License Fee.

In consideration of the permissions herein granted, the Licensee shall with its execution hereof pay to CP the sum of **Fifteen Hundred (\$1500.00) Dollars.**

4.2. Utilities.

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively “**Utility Service.**” If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service

Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall be a default in the terms of this lease if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.

4.3. Mechanics' And Materialmen's Liens:

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

4.4. Additional Charges.

Licensee shall within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

4.5. Due Dates; Penalties; Other Charges

4.3.1. Due Dates

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

4.3.2. Late Fees

In addition to any amounts payable by Licensee to CP, Licensee shall pay CP a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CP's Accounting Department that is in effect at the time that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.3.3. Fines & Service Fees

In addition to any other amounts payable by Licensee to CP, Licensee shall pay CP for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CP in connection with processing of any payment made by Licensee to CP.

4.6. Work At No Cost To CP:

The Work completed by Licensee shall be performed at no cost to CP.

5. CONTACT, NOTICES, ETC.

5.1. Contact Persons; Communications:

Communications pursuant to this Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

5.2. Notices:

Except as otherwise provided in this Agreement, all notices pursuant to this Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3. Notification Prior To Beginning Work:

Licensee must notify CP's contact person by telephone at least three working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CP

6.1. Permitted Uses:

6.1.1. *The Work:*

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other kind of activities as may be approved by CP in writing.

6.1.2. *Government Authorities.*

Licensee may permit governmental authorities other than Licensee with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CP (by telephone or other means calculated to bring the matter to CP's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities other than Licensee to enter the Property for any other purpose.

6.2. Prohibited Uses and Activities.

The Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by CP. Specifically, Licensee shall not:

6.2.1. *Advertising*

permit any advertisements or signs upon the Property;

6.2.2. *Use of Hazardous Substances*

without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3. *Use of Premises for waste treatment or as storage or disposal facility*

cause or allow the Property or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

6.2.4. *Subleasing is prohibited.*

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3. Reservations and Rights of CP:

6.3.1. *Railroad Activities Take Priority over Work*

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2. *Reservation of prior and future uses not inconsistent with Licensee's activities.*

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across,

above or underneath the Property by CP, or its employees, agents, licensees, grantees, representatives or invitees. Further, CP reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3. Monitoring

CP may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions

- 7.1.1 "Claim" or "Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- 7.1.2 "Environmental Law" or "Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. '§1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;
- 7.1.3 "Hazardous Substance" or "Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;
- 7.1.4 "Release" or "Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;
- 7.1.5 "Response" or "Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- 7.1.6 "Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements.

7.2.1 Tenants and Licensees in possession of Property.

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CP will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 Underground Utilities And Structures:

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CPCBYD “Canadian Pacific Call before You Dig”** at **1-866-291-0741 for Signal, Fiber Optics, and Power for CP Facilities on Canadian Pacific Right of Way and the STATE “ONE CALL”** a minimum of 5 business prior to commencing any excavation or boring on the Property.
- c. CP will cooperate with Licensee to identify the location of underground utilities and structures known to CP, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws:

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

7.2.4 Compliance With CP Safety Requirements; Identification:

- a. While on the Property, Licensee shall comply with the safety requirements of CP, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CP. CP's safety requirements are set forth “**Exhibit B**” titled “**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY**” and in CP's current safety handbook. One free copy of the current safety handbook will be provided to the Licensee by the CP contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CP safety requirements that would apply to a CP employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for Canadian Pacific operations.
<if applicable>
- c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CP may reasonable require.

7.3 Work In Close Proximity To Railroad Operations; Drainage:

7.3.1 Interference With Railroad Operations:

Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Clearance;

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CP prior to performing such work or placing such equipment or obstruction.

7.3.3 Flagging:

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by CP at Licensee's expense. **The cost of flagging service is \$1200.00 per day for an 8-hour day.** The fact that CP provides such service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 Certain Work Close To Track Not Permitted; Lateral Support:

- a. Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;
- b. Unless otherwise agreed to in writing by CP, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CP any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

7.3.5. Storm Water

Licensee shall not, without the advance written approval of CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, Between CP and the Licensee it is understood and agreed that Licensee shall at Licensee's cost and expense be liable to CP for the construction, maintenance, repair and replacement upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related

7.3.6. Fencing <If applicable>

Licensee shall, at no cost to CP, construct and maintain during the term hereof a fence acceptable to CP in the location(s) designated on Exhibit A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1. Property clean, safe and free from nuisances

The Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

7.4.2. Release of Hazardous Substances:

The Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3. Response Actions

The Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of the Licensee (or the Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law,
- b. cause a public health or workplace hazard, or
- c. create a nuisance.

7.5. Required Notices/Disclosures

7.5.1 Transportation and Disposal Contracts

The Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that the Licensee has complied with all Environmental Laws relating to the Property

7.5.2 Releases or Suspected Releases

The Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3. Notices, summons citations, etc.

The Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4. Other Reports <If applicable>

Licensee shall, at CP's option, provide CP, at no cost to CP, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency, other than Licensee, acting in a regulatory capacity, other than Licensee, then Licensee shall also give CP a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CP's comments with respect to the draft of that Report. Licensee will promptly provide CP with a copy of any final Report.

7.6. CP's right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in 7.D.iii connection with any action taken pursuant to section 7.C.iv, Licensee shall notify CP of any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

7.7. Restoration of Property;

Upon completion of the Work or expiration or early termination of this Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CP). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CP and in accordance with all applicable laws, all at no expense to CP.

8. LIABILITY

8.1. Damage To Tracks, Facilities, And Equipment:

If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

8.2. Assumption Of Risk:

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3. Indemnity:

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages, penalties, fines, and sanctions (collectively, "**Claims**") arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Dakota Minnesota & Eastern Railroad Company, Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway

Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

9. INSURANCE.

Licensee shall procure and maintain in effect (or shall cause its contractor to procure and maintain in effect), at any time when any portion of the Work is being performed, the following insurance:

9.1. Comprehensive General Liability Insurance:

Comprehensive general liability insurance with a policy limit of not less than \$5,000,000 per occurrence and \$10,000,000 aggregate for bodily injury, death, and damage to or destruction of property (including the loss of use thereof). The policy will include those policy extensions commonly referred to as broad form completed operations, contractor's protective, collapse, and underground damage. The policy shall by its wording or by endorsement insure those liabilities and obligations which this Agreement contemplates will be assumed by Licensee, including liabilities and obligations to indemnify the Indemnified Parties. The policy shall be endorsed to require that CP be given not less than 30 days' written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the following as additional insureds: Dakota Minnesota & Eastern Railroad Company, Soo Line Railroad Company, Soo Line corporation Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.

9.2. Automobile Liability and Property Damage Insurance:

Automobile liability and property damage insurance in an amount not less than \$2,000,000, personal injury and property damage combined, covering the ownership, use, and operation of any motor vehicles and trailers licensed for use on public highways which are owned, leased, or controlled by Licensee or its contractor and used in connection with the Work. The policy shall be endorsed to require that CP be given not less than 30 days' written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

9.3. Workers Compensation Insurance:

Workers compensation insurance that meets the requirements of applicable state law.

9.4. Railroad Protective Liability Insurance:

Railroad protective liability insurance (occurrence form), in the name of Dakota Minnesota & Eastern Railroad Company and Canadian Pacific Railway Company, with limits of no less than \$5,000,000 per occurrence and \$10,000,000 aggregate for personal injury and property damage.

9.5. Environmental Pollution Impairment Liability Insurance: <If applicable>

Contractor's environmental Pollution Impairment liability insurance with a policy limit of not less than \$5,000,000 per occurrence. The policy shall be endorsed to require that CP be given not less than 30 days' written notice in advance of cancellation or termination of the

policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the Protected Parties as additional insureds and to waive subrogation rights against the Protected Parties.

9.6. Other Policies of Insurance: <If applicable>

Such other insurance as may be necessary to protect the Protected Parties against certain other claims arising out of the Work, to wit:

- a. claims under any workers' compensation law,
- b. claims under the Federal Employer's Liability Act, and
- c. any other claims for damages for personal injury or death.

9.7. Contractual Endorsement

Each policy of insurance required in 9.1 and 9.2 shall include the following endorsement upon the certificate, or within the binder, policy or other contractual evidence signed by the insurer and in form acceptable to CP:

"It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work pursuant to the Right of Entry Agreement dated _June 11, 2020 by and between the Cornerstone Excavating, Inc.. and Dakota Minnesota & Eastern Railroad Company, including work upon railroad property, within railroad right of way and in close proximity operating railroad tracks."

Before Licensee enters the Property, CP must receive and approve certificates of insurance evidencing the coverage's required by sections 9.1, 9.2, and endorsements 9.7 and CP must also receive and approve either the policy required by subparagraph 9.4 or a binder evidencing that that policy is in effect. CP reserves the right to demand a certified copy of any required policy, and Licensee or its contractor shall provide such copy within 10 working days after CP shall give notice to Licensee demanding such copy. All of the required policies shall be issued by insurers acceptable to CP and shall be acceptable to CP in both form and substance. Licensee shall not enter the Property until all of the required policies have been approved in writing by CP. If the comprehensive general liability and automobile policies are procured by Licensee's contractor, Licensee shall be added as an additional insured party under such policies. If the contractor uses a subcontractor, the contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein (except that only one policy required by subparagraph 9.4 need be provided for the Work) or obtain endorsements to the contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the contractor's or subcontractor's policies. In the event any required policy lapses, CP shall have the option of immediately terminating the License, with or without notice to Licensee; such termination shall be without prejudice to CP's rights and privileges under this Agreement. The insurance coverage obtained pursuant to section 9 and its sub-sections shall in no manner restrict or limit the liabilities assumed by Licensee under this Agreement.

10. ENTIRE AGREEMENT

10.1. Survival Of Indemnity Provisions:

The indemnification provisions of this Agreement shall survive its expiration or termination.

10.2. Mere License:

The permissions encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

10.3. No Warranty Of Title:

CP does not warrant that it has good title to the Property.

10.4. Assignment; Binding Effect:

This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

10.5. Governing Law:

This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located, without reference to the choice of law rules of that state.

10.6. Entire Agreement:

This Agreement is the full, complete, and entire Agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

10.7. Headings:

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

10.8. Singular And Plural:

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9. Duplicate Copies & Counterparts.

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

Cornerstone Excavating, Inc.

Dakota Minnesota & Eastern Railroad Company
doing business as Canadian Pacific Railway

By _____

Its

Date

By _____

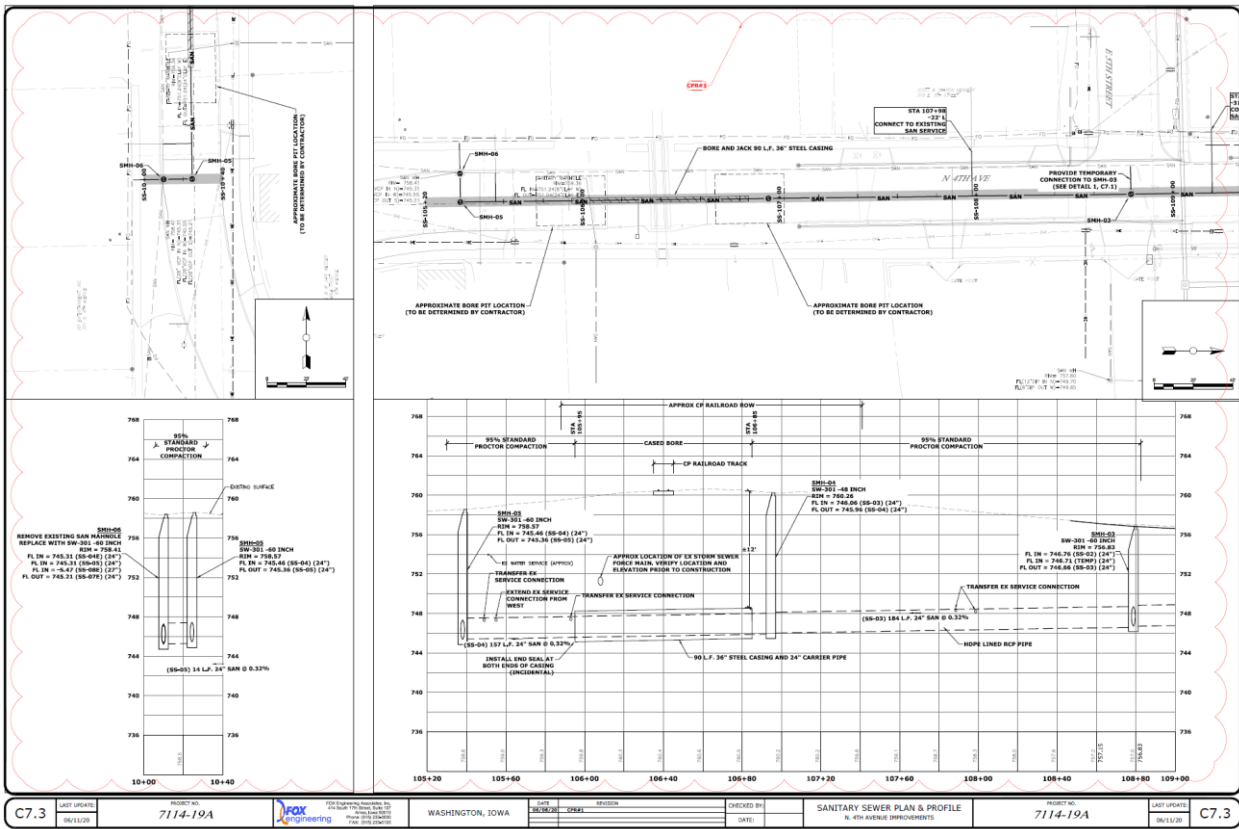
Otis Goodman
Supervisor Utilities / Flagging

Date

EXHIBIT A

{map of the Property marked to show and working limits, etc.}

Exhibit A





**CANADIAN
PACIFIC**

FLAGGING BILL CHARGES

Per Canadian Pacific (CP) flagging requirements we must be notified for any construction work or related field activities that will be performed within the CP Right-of-Way, or within 50 feet of near track. In instances where there is potential danger of the track getting fouled in distances greater than 50 feet, the need for flagging may also exist. Flagging is important to protect the safety and well-being of the outside workforce. The individual performing the flagging is thoroughly trained on the proper safety precautions vital when working on or near the rail. The "General Contractor" is responsible for CP flagging charges for their sub-contractors that are working under contract. If a sub-contractor contacts CP to request flagging services, the sub-contractor should advise CP to submit CP invoices to the General Contractor at the time of call.

A flagman has to perform many functions in conjunction with a flagging project. The hours start once the flagman reaches the local yard. Any needed safety materials must be collected and other railroad employees that may come into the area must be well informed of the project that will be taking place. The commute time from the local yard to the actual project is included in an invoice. Once on site the individual must set up warning devices several miles away from the site (in both directions) in order to assure locomotive engineers are properly warned of additional safety precautions necessary. Once the day is over, the flagman must collect these warning devices and return them to the local yard. In CP terminal areas, this employee is compensated for a full eight hour day regardless if the employee was physically flagging at the location or not, therefore, the full day is charged back to the contractor. If CP must pay the employee for hours in excess of their daily scheduled time or on a holiday in order to accomplish the flagging project, those costs are passed onto the contractor as well.

Occasionally it is necessary for the flagman to leave the project for various reasons. Some of these are to throw a manual switch in order to divert an oncoming train, or to meet a train that is approaching.

If a flagman is requested but it is decided the work won't be needed on a particular day, if CP is not notified in advance of this cancellation, charges will still be issued and expected of the contractor.

Terms of payments on CP's flagging invoices is **15 days due net**. Credit is automatically issued for a flagging request as long as payment history from previous flagging jobs (if any) is within the terms. If a flagging invoice is not paid, CP will make several attempts to contact and collect after which time, the file will be forwarded to a collection agency for their

pursuance as well as potential legal action. Any costs of doing this will be passed onto the General Contractor. In some instances, CP will report the contractor to the local municipalities who may put the contractor on a list of contractors with delinquent debt outstanding which could hinder their chances of receiving bids on local projects. CP could also refuse to work with the contractor as well as refuse access to CP properties or demand an estimated payment in advance of services performed.



Minimum Safety Requirements for Contractors Working on CP Property in the United States



Approval Authority:	Corporate Risk	Effective Date:	October 1, 2018
Version:	3.0	Revision Date:	October 1, 2021

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Introduction

At Canadian Pacific (CP), safety is an integral part of the way we do business. We expect everyone working on Canadian Pacific's property to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

1 Application

1.1 Application

- 1.1.1 These Minimum Safety Requirements are applicable to all who work on CP property (except as noted in 1.13 and 1.14 below) including Contractors and other persons performing Work or otherwise providing services to Canadian Pacific on CP Property in the United States.
- 1.1.2 These Minimum Safety Requirements cannot be waived or altered, in whole or in part, without a prior Risk Assessment specific to the Work being conducted, and written consent has been provided by Manager-in-Charge.
- 1.1.3 Notwithstanding the foregoing, these Minimum Safety Requirements do not apply to other railroad companies who only operate trains on CP Property under various trackage or interchange agreements.
- 1.1.4 Further notwithstanding the foregoing, these Minimum Safety Requirements may not apply to Work or services provided in CP office premises, in which case, CP's Minimum Safety Requirements for Contractors Working in CP Offices may apply.

2 Definitions and Interpretation

2.1 Definitions

- 2.1.1 In these Minimum Safety Requirements, the following capitalized terms shall have the ascribed meaning below:
 - (a) **"Applicable Legislation"** means all applicable legislation, regulations, by-laws, codes, rules, standards, policies, procedures, promulgated by any federal, state, and municipal governmental body, including those of its agencies, having authority over CP and, or a Contractor in relation to the Work in the matter of health and safety of the person, property and, or the environment;
 - (b) **"Canadian Pacific"** or **"CP"** means Canadian Pacific Railway Company Ltd., and its subsidiaries and affiliates, and includes each of their respective directors, officers, employees, agent, and representatives;
 - (c) **"CP Personnel"** means CP's employees, agents, and representatives;
 - (d) **"CP Property"** means any building, facility, yard, track, right of way or other property owned or controlled by CP;
 - (e) **"Contractor"** means the company or person, and their respective employees and authorized agents, representative and subcontractors who are providing goods or services to CP; or on behalf of a third party working on CP property.
 - (f) **"Contractor Personnel"** means the Contractor's employees, and authorized agents, representative and subcontractors;
 - (g) **"Co-mingled Work"** means Work where Contractor Personnel works directly with or, in close proximity (time or space) to CP Personnel;

- (h) **“eTest”** an efficiency test. It is a planned procedure to evaluate compliance with rules, instructions and procedures, with or without the employee's knowledge.
- (i) **“Foul of Track”** means the placement of an individual or equipment within 4' feet of the outside rail of a railway track that could be struck by a moving train or on- track work equipment (e.g. Hi-rail equipment).
- (j) **“Hazardous Materials”** means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive, explosive, poisonous, or toxic substances;
 - (ii) any substance that if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, or plant;
 - (iii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons, or the health of animal life, or causes damage to plant life or to property; and
 - (iv) substances declared to be hazardous, toxic or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction.
- (k) **“Manager-in-Charge”** means a CP manager as designated or otherwise identified by CP as being responsible for overseeing the Work to be performed, such Manager-in-Charge may include, but is not limited to Local CP Management, Superintendents, Chief Engineers, and Project Managers.
- (l) **“Mobile Equipment”** means any motorized and self-propelled equipment, excluding railroad equipment and highway vehicles, but including, for example, forklifts, tractors, cranes, ATVs, mules, motorized scissor lifts, telescopic boom lifts, and similar equipment that are not designed to operate or move on railroad tracks;
- (m) **“Office Premises”** means any building, facility, or portion thereof, or other premises, whether owned or controlled by CP, which is used solely for clerical or administrative purposes and which does not contain heavy equipment or machinery, as designated by CP from time to time;
- (n) **“Qualified and Authorized”** means a status attained by a person who has successfully completed any required training and demonstrated proficiency in the duties of a particular position or function and who has been given the right to act.
- (o) **“Railroad Equipment”** means trains, locomotives, railcars, on track equipment (track units), hi-rail vehicles and any other equipment designed to operate or move on railroad tracks;
- (p) **“Site Safety Plan”** means a documented plan which set out how Work is to be conducted in a safe manner, as required by Applicable Legislation, see 3.15 c);
- (q) **“Third Party Project”** means any work being performed on CP property that CP is not managing (i.e, road authority, utility company, commuter agency, or other similar entity, are on CP property for their own purposes, and not a project sponsored or managed by CP.
- (r) **“Work”** means the provision of products and services and related activities;
- (s) **“Work Site”** means any CP Property where CP Personnel or Contractor Personnel are present, or permitted to be present, while engaged in any Work, including any railroad equipment, mobile equipment and highway vehicles operated by or used to convey a person engaged in such Work. This applies also to work immediately adjacent to CP property which can pose a risk to safe railway operations (i.e., blasting, excavation next to ROW, etc).

2.2 Interpretation & Application

- 2.2.1 Where legislation is referred to in these Minimum Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.
- 2.2.2 Where standards, such as those of the American National Standards Institute (ANSI), are referred to in these Minimum Safety Requirements, they shall include all amendments and replacements thereof from time to time.
- 2.2.3 Where there is any ambiguity, inconsistencies, or omissions between or among any agreements with CP, expressed or implied; any Applicable Legislations; any applicable CP policies and practices; and any applicable industrial standards and practices, Contractor and Contractor Personnel shall adhere to that which is most stringent and current.

3 Contractor Compliance & Responsibilities

3.1 General Compliance

- 3.1.1 Contractor shall be fully and solely responsible for ensuring the health and safety of Contractor Personnel and for ensuring that its Work and other activities do not compromise the health and safety of CP Personnel or any other party, the protection of the environment, the protection of CP's property and those of any other party, and do not interfere with the safety of CP's railroad operations.
- 3.1.2 Contractor shall comply with and shall ensure all of Contractor Personnel are trained and qualified to safely perform the Work and that they comply with all Applicable Legislation pertaining to the protection against fire, safety, health, and environmental hazards, and with any license, permits, authorizations issued by the respective authority. Contractor shall provide CP with written certification that Contractor's safety program required by 49 CFR Part 243 has been approved by the Federal Railroad Administration (FRA) where applicable.
- 3.1.3 Contractor shall comply with and shall ensure all of Contractor Personnel comply with all terms and conditions of all agreements, expressed or implied, between Contractor and CP, and all applicable CP policies and practices.
- 3.1.4 Subject to the requirements of CP's Access Control Procedures, the contractor shall provide CP eRailsafe training for each employee engaged in work on CP property. Where there is no agreement between CP and the Contractor, the Contractor is responsible for meeting the additional requirements outlines within CP's Access Control Procedures.
- 3.1.5 Contractor shall provide Contractor Personnel, at its own expense, any and all safety equipment required to protect against injuries during the performance of the Work and shall ensure that Contractor Personnel are knowledgeable of and utilize safe practices in performing the Work.
- 3.1.6 The Contractor shall have a copy of the following documents at the Work Site at all times, and shall produce them as and when requested by CP:
 - (a) These Minimum Safety Requirements for Contractors Working on CP Property;
 - (b) Licenses, certifications, permits, training records or other documents required by Applicable Legislation or these Minimum Safety Requirements;
 - (c) Contractor's Site Safety Plan;
 - (d) Contractor's Emergency Information Sheet (see Attachment A); and
 - (e) Any additional documents required by Contract or by agreement with Manager-in-Charge.
 - (f) Employee identification (eRailsafe badge – see 9.1.1).

3.2 Compliance Assurance

- 3.2.1 CP reserves the right to observe, inspect, test and audit Contractor and Contractor Personnel for compliance with all requirements herein, and to demand and receive all relevant records, documentation, and materials evidencing compliance, at any time, and from time to time.
- 3.2.2 Failure of the Contractor or Contractor Personnel to comply with any applicable provisions herein may be considered a material breach, and in addition to all other remedies available, CP may without prejudice:
 - (a) take over control of that Work or activity;
 - (b) order the Work to stop; and/or
 - (c) order Contractor Personnel to leave CP Property.
- 3.2.3 Upon the earlier of the completion of the Work, the expiration of the applicable agreement, or the request of a Manager-in-Charge, Contractor and Contractor Personnel shall return all identification, badges, access cards, and decals, issued or provided by CP to the Manager-in-Charge.

4 Site Safety Plans

4.1 General Requirements

- 4.1.1 Prior to starting any Work on CP Property, the Contractor must have a written Site Safety Plan that identifies:
 - (a) All applicable legislation, rules, policies and work practices in relation to the work being performed;
 - (b) Specific hazards that are associated with the Work being performed on CP property for CP, and Work being performed not for CP:
 - for example:
 - (i) Construction, maintenance or inspections of buildings;
 - (ii) Working on or adjacent to railroad tracks;
 - (iii) Maintenance or inspection of railroad tracks, crossings or signal systems;
 - (iv) Operating Railroad Equipment on CP tracks; or
 - (v) When/where Contractor Personnel work directly with or in proximity (time or space) to CP Personnel; and
 - (c) Methods of verifying compliance.
- 4.1.2 The Contractor will provide Manager-In-Charge with a copy of this Site Safety Plan on reasonable request.
- 4.1.3 The Contractor must be able to demonstrate an awareness of applicable legislation, rules, policies and work practices in relation to the work being performed.

5 Safety Training

5.1 Minimum Training & Qualifications

- 5.1.1 At its sole cost and expense, Contractor shall ensure that all Contractor Personnel be fully trained and qualified for the Work they will be performing. Contractors and Contractor Personnel shall meet, or exceed, all Applicable Legislation requirements relating to training and qualification, including but not limited to the requirements of 49 CFR Part 243.
- 5.1.2 Additionally, Contractor Personnel training and qualification shall meet or exceed all applicable industry standards.

5.2 Proof of Training & Qualification

- 5.2.1 Contractor Personnel shall at all times have proof of such training and qualifications and shall produce them as and when requested by the Manager-in-Charge.
- 5.2.2 CP reserves the right to inspect qualification certificates, licenses, training records and/or Work-history records for any Contractor Personnel, and, or to be provided with copies thereof, on reasonable request. In addition, CP reserves the right to perform eTests on contractor employees, and request discipline for non-conformance.

6 Safety Orientation

6.1 General Requirements

- 6.1.1 Prior to beginning Work, all Contractor Personnel shall participate in a CP authorized safety orientation, including on-site orientation presented by the Manager-in-Charge or designate.
- 6.1.2 Any time the scope of Work, location, condition or supervision changes, Contractor Personnel may be required to attend additional safety orientation sessions.
- 6.1.3 After successful completion of such safety orientation, Contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CP property unescorted for the purposes of conducting work. Managers have the ability to enter the tracking code into CM (Compliance management). Third parties who hire subcontractors must ensure required compliance while on CP property. The eRailsafe identification card shall be worn or be made visible at all times, or produced upon request and cannot be transferred under any circumstances.

7 Job Safety Briefing

- 7.1.1 Contractor Personnel shall attend all Job Safety Briefings as and when conducted. Contractor Personnel shall be solely and fully responsible for understanding the content of the Job Safety Briefing, and at a minimum shall:
 - (a) have an understanding of the scope of Work to be performed and an appreciation of the nature of the location, environment, and conditions where such Work is to be performed;
 - (b) be aware of specific or unusual hazardous condition, existing or potential and the control measures required to protect against, control, mitigate, or where possible, avoid said hazard; and
 - (c) have an emergency response plan/evacuation procedures.

- 7.1.2 Where Contractor Personnel are working directly with or in proximity (time or space) to CP Personnel, job safety briefings must include both CP Personnel and Contractor Personnel, and any other affected third parties. The job safety briefing shall identify nature and extent of the interaction between the Work being performed by Contractor Personnel, and those performed by CP Personnel or other third parties. Contractor Personnel shall inform CP Personnel, and any other third parties of known or potential unsafe conditions and hazards that may be created by, resulting from, or inherent in their Work and the corresponding preventative, mitigation, and/or control measures at all job briefings prior to commencing Work, or as soon as Contractor Personnel becomes aware of such conditions.
- 7.1.3 In all situations, all Contractor Personnel are expected to:
- (a) continually identify hazards and assess risk of hazards and to continually and clearly communicate all hazards to the Manager-in-Charge and to all other parties that may be affected at job safety briefings, and at any other time as and when appropriate or necessary;
 - (b) take actions that are within their assigned responsibility to eliminate or control hazards and risks; and
 - (c) immediately notify their supervisor or the Manager-in-Charge of hazards that pose unacceptable risk that they are unable to eliminate or control.
- 7.1.4 Where Contractor Personnel are unable to eliminate or control a hazard, Contractor Personnel shall take interim measures to protect people, property, equipment and the environment until the hazard can be properly assessed and appropriate corrective actions taken.

8 Applicable Legislation

8.1 General Requirements

- 8.1.1 Contractor and Contractor Personnel shall be solely responsible for identifying and complying with all Applicable Legislation. At a minimum, Contractor and Contractor Personnel shall comply with the federal legislations set out below which list is intended solely for general guidance, and not as a comprehensive list of all Applicable Legislation.
- 8.1.2 Additionally, the Association of American Railroads (AAR) is an industry association which can provide support and guidance on matters related to railroad safety and the transportation of hazardous materials.

8.2 Transportation of Hazardous Materials

- 8.2.1 When Work involves the handling or transportation of hazardous materials (hazmat), that Work must comply with Hazardous Materials Transportation Act and regulations administered by the Pipeline and Hazardous Materials Safety Administration (PHMSA).
- 8.2.2 Contractors shall be solely responsible for ensuring that all Contractor Personnel who handles, offers for transport and/or transports hazmat by any transportation mode are trained and hold a valid training certificate or is working under the direct supervision of someone who is trained and holds a valid training certificate. That training must be based on the Work that the person is expected to perform and the hazmat that the person is expected to handle, offer for transport or transport.
- 8.2.3 All U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) regulations are published in Chapter I of title 49 of the Code of Federal Regulations (49 CFR).

8.3 Railroad Work

- 8.3.1 When Work involves the construction, alteration, operation, inspection and maintenance of any part of the general railroad system of transportation, that Work must comply with the Federal Railroad Safety Act and regulations administered by the Federal Railroad Administration (FRA).
- 8.3.2 Contractors shall be solely responsible for ensuring that all Contractor Personnel who perform railroad Work are trained and qualified in accordance with those regulations and hold valid certificates when required.
- 8.3.3 All FRA regulations are published in Chapter II of title 49 of the Code of Federal Regulations (49 CFR).

8.4 Occupational Safety & Health

- 8.4.1 Any Work being performed that may create a risk to the health and safety of any person, including CP Personnel and Contractor Personnel, when not covered by FRA regulations shall be governed by U.S. Department of Labor regulations administered by Occupational Safety and Health Administration (OSHA).
- 8.4.2 All OSHA regulations are published in Chapter XVII of title 29 of the Code of Federal Regulations (29 CFR).

8.5 Environmental Protection

- 8.5.1 Where Work is being performed that may impact the environment, that Work must comply with all applicable federal state, and local government legislation, regulations and standards.
- 8.5.2 Federal legislation is generally administered by the Environmental Protection Agency. A compilation of those laws and regulations can be accessed at <http://www.epa.gov/lawsregs/>

9 Security Access to CP Property

- 9.1.1 All Contractor Personnel must have personal identification and/or eRailsafe credentials authorizing access and in their possession at all times while on CP Property, and present them for review to any Manager-in-Charge, other CP managers and employees, Police Officer, security guard, or regulatory officer upon request:
 - (a) photo identification (e.g. driver's license); and
 - (b) proof of employment, document or card; and
 - (c) CP safety orientation certificate; or
 - (d) building access pass issued by CP or third party having control over CP premises; or
 - (e) CP security photo ID card or badge; or
 - (f) other proof of safety orientation and access authorization issued by CP.
 - (g) Valid eRailsafe card
- 9.1.2 Where any Work requires Contractor Personnel to ride in locomotive or other non-passenger railroad equipment, the Contractor must also possess a CP ACCESS PASS for riding non-passenger railroad equipment, signed by the responsible operating manager. Such a signed pass must be presented to the train crew or operator when boarding the equipment. Failure to possess such a pass will result in the equipment not moving, removal from the equipment, and/or the filing of trespasser charges.

9.2 Security Awareness

- 9.2.1 Contractor shall conduct employee background checks as is necessary to ensure that Contractor Personnel do not pose a security risk to CP, such security risk includes the risk of the commission of terrorist activities, sabotage, vandalism, theft, and violence. CP reserves the right, at all times, to require that Contractors undertake certain security training and/or performs background checks on Contractor Personnel, prior to allowing such Contractor Personnel to enter onto CP Property.
- 9.2.2 On request CP can make available a copy of CP's Railway Security Awareness Program for use by Contractor Personnel.

9.3 Firearms & Explosives

- 9.3.1 Firearms (loaded or empty) are not permitted on CP Property, except for Police officers and other designated government officials when authorized to do so.
- 9.3.2 No explosives will be permitted on CP Property without written approval by the Manager-in-Charge.

9.4 Reporting

Contractor Personnel must report any security concern, security incident, criminal activity (known or suspected), suspicious happenings and/or suspicious persons on CP Property to the Manager-in-Charge or to CP Police Services in accordance with Section 18.

10 Personal Conduct

10.1 Drug and Alcohol Prohibition

CP recognizes the problem of alcohol and substance abuse in today's society. This problem poses particular concerns to an employer who is subject to governmental regulations and seeks to promote the safety of the general public. CP has a concern for the safety, health and well-being of its employees as well as an obligation to comply with the United States Department of Transportation (DOT) and Federal Railroad Administration (FRA) regulations. CP will comply with all statutes and regulations administered by the FRA in implementing the required 49 CFR §219 Drug and Alcohol Program. CP also expects employees of other railroads, visitors or contractors to comply with this regulation while on CP property, consistent with federal regulations. If subject to this regulation, Contractor shall be solely responsible for compliance with the 49 CFR Part 219. Contractor shall provide CP with proof of its compliance prior to performing services for CP and continued proof of compliance must be provided to CP immediately upon request. This proof of compliance will include, but will not be limited to, a copy of the 49 CFR §219 Drug and Alcohol Program Plan and FRA Approval Letter and Continued Certification of Compliance and Statistical Reporting. Periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

If subject to other DOT modalities and regulations, such as the Federal Motor Carriers Safety Administration (FMCSA), compliance of that modality's drug and alcohol program guidelines will be required and periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

- 10.1.1 Entry onto CP Property when in possession of, or under the influence of alcohol, intoxicants, narcotics, or controlled substances is strictly prohibited. Controlled substances include all Schedule 1 drugs (such as marijuana and "medical marijuana") and synthetic/designer drugs and/or any intoxicants or products labeled "not intended for human consumption".
- 10.1.2 The sale, trade, and/or offer for sale alcohol or controlled substances are prohibited.

- 10.1.3 Additionally, Contractor Personnel shall be free of any condition which may in any way adversely affect alertness, concentration, responsiveness, or the ability react calmly and responsibly to safety hazards.
- 10.1.4 CP reserves the right to request drug and/or alcohol tests for Contractor Personnel as and where required or permitted by law.

10.2 Inappropriate Behavior

- 10.2.1 CP is committed to maintaining a work environment that supports the dignity of all individuals. No person working at CP may be subjected to any form of discrimination or harassment, including sexual harassment.
- 10.2.2 Acts or threats of violence are unacceptable at all times on CP Property. Uttering of threats or committing acts of violence will result in the removal of the responsible Contractor Personnel from CP Property, termination of the Contract, and/or criminal charges.
- 10.2.3 Horseplay, practical jokes, fighting or any other activity that may create a safety hazard is not permitted.

10.3 Electronic Entertainment and Communication Devices

- 10.3.1 The use of personal entertainment devices, including portable audio and video devices such as compact DVD, CD, video game players, tablets, SMART watches and MP3 players, is prohibited:
 - (a) while Working on CP Property;
 - (b) while transporting CP Personnel, whether on and off CP Property; and
 - (c) while operating any CP highway vehicle, railroad equipment or mobile equipment, whether on and off CP Property.
- 10.3.2 The use of electronic communication devices, including cell phones, Smart Phones, Blackberries, walkie-talkies, PDAs, iPads, Tablets, GPS navigation units, portable computers, and similar devices, is prohibited:
 - (a) while operating any highway vehicle, unless it is stopped and parked in a safe location;
 - (b) while transporting CP Personnel, whether on and off CP Property;
 - (c) while operating or assisting in the operation of any railroad equipment or mobile equipment;
 - (d) while operating power tools, equipment or machinery;
 - (e) when Foul of Track for any reason;
 - (f) wherever use is prohibited by signage or by a CP manager; or
 - (g) whenever use of such a device creates an unsafe condition.
- 10.3.3 Notwithstanding the foregoing, company cell phones, radios, walkie-talkies, GPS units, iPads, tablets and other communication devices may be used solely for the conduct of business when authorized by the CP Manager-in-Charge and where not prohibited by state or municipal legislation. Any electronic communication device may be used when it is necessary to communicate an emergency condition.

10.4 Smoking

- 10.4.1 Smoking, including the use of e-cigarettes is prohibited on all CP Property, and in or on all highway vehicles, Railroad Equipment, and Mobile Equipment, except for CP designated outdoor smoking areas.

11 Personal Protection

11.1 Work Clothing

11.1.1 The Contractor must ensure that Contractor Personnel wear clothing that meets applicable legislation and is suitable to perform the work safely. This includes at minimum ankle length pants and waist length shirts with a minimum quarter-length sleeves at all times. Clothing must not interfere with vision, hearing or use of hands and feet.

11.2 Personal Protective Equipment (PPE)

11.2.1 The Contractor shall ensure that Contractor Personnel wear personal protective equipment required by applicable legislation, regulations, codes and industry standards as necessary to protect against personal injuries while on railroad property. All personal protective equipment shall meet applicable legislation and American National Standards Institute (ANSI) standards and shall be in good condition and be properly fitted.

11.2.2 The following mandatory personal protective equipment ("PPE") shall be supplied by the Contractor at its own expense, and shall be worn at all times by Contractor Personnel while on CP Property:

- (a) safety hard hat, meeting ANSI 89.1 standards, except in office buildings or in enclosed vehicles or equipment;
- (b) safety footwear with protective toe caps and puncture resistant soles, meeting ASTM F2413 standards.
- (c) safety glasses with permanently attached side shields meeting ANSI Z87.1 standards in office buildings or enclosed highway vehicles. Note- transition lenses are not permitted;
- (d) high visibility fluorescent outerwear with retro reflective striping meeting ANSI 107 Class 2 standards not covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used; and
- (e) any other PPE as required by applicable legislation or referenced standard, or as otherwise required to protect Contractor Personnel from injuries.

Type of Protection	Additional Recommendations
Hard Hats	Have hi-visibility characteristics which are not obscured by markings or decals
Safety Eyewear	Tinted safety eyewear must meet military standards for red signal recognition if operating railroad equipment (safety eyewear meeting this requirement is available from ORR Safety; ask for CP approved tinted safety eyewear) Transition lenses are discouraged and should be worn with caution when working in changing light conditions Personal sunglasses are discouraged and must not be worn when operating Railway Equipment Wear mesh face shields over top safety glasses when using any striking tool while performing on track maintenance work (e.g. spiking, snapping on/off anchors, etc.). If working alongside CP employees you will be required to comply with this practice.
Safety Footwear	Have defined heels Be laced and tied securely for ankle support When snow and ice conditions are present wear anti-slip winter footwear
High-Visibility Apparel	Lime-green is recommended when working on, or near tracks, or when performing Co-mingled Work

- 11.2.3 Contractor and Contractor Personnel shall be solely and fully responsible for assessing the risks related to the work and determining whether additional PPE may be required such as:
- (a) Nomex or Proban fire-retardant protective gear when performing certain Transportation of Dangerous Goods (TDG) work and/or handling certain Hazardous Materials, or performing specialized work.
 - (b) hearing protection when working in any area where noise exposure levels:
 - (i) are consistently equal to or greater 85 dBA;
 - (ii) exceed 115 dBA at any time; and
 - (iii) any other work areas where posted, or so notified by CP management.
 - (c) respiratory protection where Contractor Personnel may be exposed to occupational dusts/particulates, fumes, mists, gases and vapors, in which case, in which case Contractors must have a written Respiratory Protection Program that meets or exceeds applicable legislation;
 - (d) additional eye and face protection meeting ANSI standard Z87.1 (i.e. face shields, impact/splash goggles, welding/cutting goggles and welding helmets); and
 - (e) fall protection systems and equipment meeting appropriate ANSI Z359 standards as required by applicable legislation and as appropriate for the related fall hazards.
 - (f) fall protection when working on an unguarded surface over water, where the water is deeper than 4 feet, or where there is a hazard of drowning due to terrain, winter conditions, water velocity or current; contractors must use a fall protection system or a personal flotation device (PFD) meeting approved standards.

12 Railroad Track Protection

12.1 Contractor's Responsibilities for the Protection of Railroad Traffic and Property

- 12.1.1 Where the Work Site is in close proximity to, or is located on, above, or below railroad tracks, special attention, care and precautions shall be taken to ensure the safety of all Contractor Personnel, CP Personnel, all other third parties and to protect CP's property and railroad operations.
- 12.1.2 Contractor shall ensure that Contractor Personnel is made aware of all unique and inherent hazards in working near, on, above or below railroad tracks and shall ensure that all Contractor Personnel are fully trained and equipped to work safely.
- 12.1.3 Contractors who perform inspection, maintenance or repair to railroad tracks or track structures must be trained in accordance with FRA On Track Safety Rules (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations).
- 12.1.4 Contractors will not be allowed to foul a track unless:
- (a) They have been properly advised of the On Track Safety awareness procedures;
 - (b) A railroad employee who is qualified to provide protection is present at the work site, or.
 - (c) The Contractor has personnel present who are specifically trained, qualified and authorized to provide that protection.
- 12.1.5 All work shall be organized or executed in such a manner as to ensure no interference with the regularity and safety of railroad operations. No step or sequence of any Work that might directly

or indirectly affect the safe movement of railroad traffic shall be started without the approval of the Manager-in-Charge.

- 12.1.6 No temporary structure, materials, or equipment shall be permitted closer than 12 feet to the nearest rail of any track without prior approval in writing of the Manager-in-Charge.

Contractor Personnel shall at all times remain alert to the movement of trains, rolling stock and other railroad equipment.

- 12.1.7 Contractor Personnel shall be especially alert in yards and terminal areas as

- (a) Railroad equipment that appears to be stationary may be moving;
- (b) the rate of movement of railroad equipment may be faster than it appears;
- (c) Railroad equipment change tracks often; and movements may be occurring simultaneously on adjacent tracks.

- 12.1.8 The Contractor shall, at all times, conduct its operations in a wholly responsible manner to avoid damage to the CP's tracks or property.

12.2 50 feet Clearance Requirement

- 12.2.1 All work shall be performed as far away from railroad tracks as possible.

- 12.2.2 Unless authorized by CP, Contractor Personnel, equipment, and vehicles are not permitted to be within 50 feet of the closest track centerline.

- 12.2.3 In the event work must be carried out within 50 feet of the closest track written authorization must be obtained from the Manager-in-Charge, and Contractor Personnel must still remain at the maximum practicable distance from all railroad tracks at all times.

- 12.2.4 When crossing tracks, Contractor Personnel shall ensure a minimum of 50 feet separation between standing railroad equipment, stay at least 15 feet away from the end of the nearest equipment, and look both ways before crossing tracks, and if clear, walk at a right angle to the tracks.

- 12.2.5 No work activities or processes are allowed within 50 feet of the track while trains are passing through the work site unless specifically authorized.

12.3 Flagging Protection

- 12.3.1 When the Work requires Contractor Personnel to be within 50 feet of any railroad tracks, Contractor or Contractor Personnel shall notify and obtain the written approval of the Manager-in-Charge in advance of the intended start date, and when approved, shall only perform Work strictly in accordance with all terms and conditions of that approval.

- 12.3.2 Unless otherwise indicated by the Manager-in-Charge, proper protection against the movement of trains, rolling stock and other railroad equipment shall be deemed required at all times whenever Work or Contractor Personnel must be within 50 feet of the closet track. Protection may be provided only by a qualified CP employee through use of a flag person.

- 12.3.3 Where CP determines that flagging is required, then Work must be strictly conducted under the direction of a CP flag person or such other person designated by the Manager-in-Charge.

- 12.3.4 Contractor Personnel shall ensure that there is clear communication at all times between Contractor Personnel and any CP flag person. Contractor Personnel shall ensure that they are aware of:

- (a) flagging distance limits;
- (b) time limits; and
- (c) any adjacent tracks where movement of railroad equipment may still occur.

- 12.3.5 Contractor Personnel shall not assume that a train movement is being stopped or cleared unless clear communication is received directly from the CP flag person.
- 12.3.6 A job briefing between the CP flag person and all Contractor Personnel must occur before beginning any Work on or Foul of Track.
- 12.3.7 Blue signal protection is used to indicate that CP or Contractor Personnel are working on, under or between railroad equipment and movement of trains or other railroad equipment is prohibited. Blue signals must not be tampered with or obstructed. Blue signals can only be removed by the person or group of persons who originally applied it. Application, use, and removal of blue signals, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.
- 12.3.8 Red flag protection is used to indicate that CP or Contractor Personnel are working on or foul of track, or the track is out of service and movement of trains or other railroad equipment is prohibited. Red flags must not be tampered with or obstructed. Application, use, and removal of red flags, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.

12.4 Working on or near Tracks

- 12.4.1 When authorized to perform Work foul of track or otherwise be near railroad tracks, Contractor Personnel shall ensure all Contractor Personnel, equipment, and vehicles are kept as far away from railroad tracks as practicable, and shall at all times:
- (a) be alert to train movements and shall expect the movement of trains, engines, cars, or other mobile railroad equipment at any time, on any track, and in any direction, even if they appear to be stationary or in storage;
 - (b) not rely on others to protect them from train movement;
 - (c) stay at least 15 feet away from the ends of railroad equipment when crossing the track;
 - (d) ensure a minimum of 50 feet separation prior to crossing between Railroad Equipment;
 - (e) look both ways before crossing tracks, and if clear, walk at a right angle to them.
 - (f) never climb on, under or between railroad equipment;
 - (g) be aware of the location of structures or obstructions where track clearances are close;
 - (h) not stand on the track in front of an approaching engine, car or other equipment;
 - (i) stand at least 20 feet from the track(s) when there is a passing movement of trains, engines, cars, or other mobile railroad equipment, to prevent injury from flying debris or loose rigging and shall observe the train as it passes and be prepared to take evasive action in the event of an emergency;
 - (j) not stand on or between adjacent tracks in multiple track territory when a train is passing;
 - (k) not walk, stand or sit on the rails, between rails or on the end of ties, unless absolutely necessary. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railroad ties can also be slippery and that railroad ballast can shift while walking on top of it. Situational awareness and use of proper footwear is important;
 - (l) not remain in a vehicle that is within 50 feet of a passing train unless specifically authorized, or where this is not possible.
 - (m) keep away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock. Personnel shall stay away from any other railroad devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

- (n) Third party work that has a potential to impact rail traffic must take into account machine swing radius, vertical grade differences, overhead work, etc to ensure it will not impact a passing train; work and equipment must maintain a distance of 50 feet of a passing train.
- (o) When exiting on track machinery as trains are passing; exit on the opposite side.
 - (a) use 3-point contact when getting on/off any vehicle, equipment or track unit;
 - (b) face the vehicle or equipment/track unit when getting on/off
 - (c) place handheld items onto equipment/track unit or seek help prior to getting on/off
 - (d) get on/off on the operators side when possible

12.5 Equipment on or near tracks

- 12.5.1 Contractor Personnel shall not be Foul of Track with any piece of equipment without a CP flag person or other authorized track protection;
- 12.5.2 Contractor Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CP flag person and only if the Work Site has been properly prepared for such a move. Tracked equipment will require a CP flag person any time railroad tracks are crossed.
- 12.5.3 Contractor Personnel shall not move equipment across railroad bridges or through tunnels, except as expressly authorized and only under such conditions as stipulated by the Manager-in-Charge.
- 12.5.4 When there is passing rail traffic, Contractor Personnel shall move equipment away from the tracks at least 50 feet, or where not possible, park the equipment as far away from the tracks as possible, exit to the side away from the track where the movement is taking place, and walk to a safe a distance.
- 12.5.5 When there is passing rail traffic, buckets, shovels, and loads on cranes must be lowered to the ground to rest, and cranes without a load must have their load line tightened or retracted to prevent movement.

12.6 Railroad Signs, Signals, Flags and other Communication Infrastructure

- 12.6.1 Signs, signals and flags shall not be obstructed, removed, relocated, disabled or altered in any way without proper authorization and qualification.
- 12.6.2 Only qualified Contractor Personnel who are authorized by CP are permitted to operate switches, derails, electric track mechanisms, signal and communication systems or other track control appliances.
- 12.6.3 Railroad pole lines carry electric power and should be treated as any other power lines.
- 12.6.4 The Contractor shall keep all Contractor Personnel informed of current weather conditions. Personnel shall stay alert for possible high water conditions, or flash floods. During severe weather conditions:
 - a) Personnel shall be prepared to take cover in the event of a tornado
 - b) Personnel shall not work while lightning is occurring
 - c) If storm conditions arise unexpectedly, Contractor Personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor Personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

Any Contractor personnel discovering a hazardous or potentially unsafe condition, which may affect the safe passage of railroad traffic, must advise CP Police immediately by calling the CP Police Communications Centre – 1-800-716-9132

12.7 Excavation

- 12.7.1 Before starting excavation operations, the Contractor shall ascertain that there are no underground wires, fiber optic cables, pipelines or other utilities which could be damaged or, if present, that such installations are properly protected. Fiber optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the Contractor shall contact the proper authority CP and/or public utility to obtain the necessary permit and to locate and protect such cables or other underground utilities.
- 12.7.2 Excavations shall not be left unattended unless they are properly protected; and the Manager-in-Charge shall be notified.
- 12.7.3 Contractors MUST obtain and maintain utility locates in accordance with applicable law.

13 HAZCOM

13.1 General Requirements

- 13.1.1 If at any time Contractor's Work involves the use, handling, storage, or disposal of Hazardous Materials ("Handling of Hazardous Materials"), Contractor Personnel must inform the Manager-in-Charge.
- 13.1.2 Contractors shall ensure that all Contractor Personnel are fully trained in the Handling of Hazardous Materials and that Contractor and Contractor Personnel are in full compliance with all Applicable Legislation, and as directed by the Manager-in-Charge.
- 13.1.3 Contractor Personnel shall have appropriate processes, systems and controls in place to prevent or otherwise mitigate potential environmental, health and safety risks associated with the Handling of Hazardous Materials.

13.2 Access to Safety Data Sheets (SDS)

- 13.2.1 Prior to beginning any Work that may expose CP Personnel to Hazardous Materials, Contractor or Contractor Personnel shall:
 - (a) provide a copy of the respective SDS to the Manager-in-Charge; and
 - (b) keep a copy of the SDS at the work site and ensure that it is readily available at all times.

13.3 Hazardous Material Incident or Spill

- 13.3.1 In the event of a hazardous material incident or spill, the Contractor must:
 - (a) ensure that no Contractor or CP Personnel have or will be exposed;
 - (b) take all reasonable actions to contain the spill;
 - (c) respond in accordance with its emergency response plan; and
 - (d) notify CP immediately in accordance with Section 18 below.

14 Operation of Highway Vehicles

14.1 Highway Vehicles

14.1.1 The following requirements apply to all highway vehicles, when operated on CP Property; or used to transport CP Personnel.

14.2 Regulations and Inspection

14.2.1 Before using a highway vehicle, Contractor Personnel shall:

- (a) complete a pre-trip inspection;
- (b) maintain an inspection log;
- (c) ensure periodic inspections are completed at official testing locations as required;
- (d) ensure the vehicle is maintained and in safe operating conditions at all times; and
- (e) ensure the vehicle is in compliance with applicable motor vehicle regulations and license requirements.

14.2.2 Vehicle maintenance, inspection records and logs must be made available to the Manager-in-Charge on request.

14.3 Vehicle Operator Requirements

14.3.1 Operation of highway vehicles is restricted to those Contractor Personnel who are licensed, qualified and authorized to do so. Such Contractor Personnel shall be responsible for the safety of all passengers at all times. For greater certainty, such Contractor Personnel shall:

- (a) hold a valid license for the class of vehicle being operated, in accordance with applicable local, state and federal requirements, and
- (b) strictly comply with all posted traffic signs, signals, and all shall obey all applicable legislation; and
- (c) maintain the required driver log, and make the log available to the Manager-in-Charge on request, and
- (d) comply with the requirements on the use of electronic devices as set out in Section 10 above.

14.4 Driving on CP Property

14.4.1 In addition to the requirements set out above, while on CP Property, Contractor Personnel shall:

- (a) travel only on designated roadways unless otherwise instructed;
- (b) keep daytime running lights on (if so equipped);
- (c) not exceed 15 mph unless otherwise posted;
- (d) come to a full stop at all blind corners, rail and roadway crossings;
- (e) yield the right of way to all Mobile Equipment and other non-highway equipment or service vehicles;
- (f) not operate vehicles (or any internal combustion equipment) inside buildings or enclosed structures unless adequate ventilation is provided;
- (g) not park Foul of Track unless on-track protection is provided;
- (h) not leave vehicles running unnecessarily;

- (i) park only in pre-determined or designated areas;
- (j) always use the parking brake (or wheel chocks) when leaving an unoccupied vehicle running; and
- (k) prior to operation of a vehicle the driver must conduct a walk around of the vehicle to identify any obstacles, clearance restrictions, or adjacent vehicles that may interfere with executing a safe movement.
- (l) where safe and practicable, pull vehicles through or back into marked parking spaces to avoid reverse collisions when exiting.
- (m) If a passenger is present, he exit the vehicle prior to a reverse movement to provide guidance and direction to the driver during the reverse movement and applies to commercial vehicles and vehicles with restricted rear views

14.4.2 All Contractor Personnel who will be operating a highway vehicle or Mobile Equipment in any CP intermodal facilities must complete a Driver Safety Orientation program prior to first entry, and from time to time thereafter as directed by the Manager-in-Charge.

14.5 Seat Belts

14.5.1 Seat belts must always be worn while operating or riding in any equipped vehicle unless Contractor personnel is actively engaged in inspections requiring said Contractor Personnel to be free of such restraint, and then only when the vehicle is operating at less than 15 mph.

14.6 Loads

14.6.1 Contractor Personnel shall ensure vehicles are loaded according to weight and dimensional requirements as authorized by state regulations and permits, and properly load and secure tools, material, equipment and freight to avoid shifting, falling, leaking or otherwise escaping from vehicles during operation.

14.7 Riding in CP Vehicles

14.7.1 Contractor Personnel are prohibited from operating or riding in any CP vehicles unless authorized to do so, or in case of emergency.

15 Tools, Equipment and Machinery

15.1 General Safety Requirements Respecting All Tools, Equipment and Machinery

15.1.1 Contractor Personnel shall ensure that all tools, equipment, and machinery used be:

- (a) in compliance with all Applicable Legislation;
- (b) in good working order, properly serviced and maintained;
- (c) safe for their proposed use and used only for purposes specified by the manufacturer;
- (d) operated and maintained only by persons properly trained and qualified for that duty;
- (e) seat belts (if present on equipment) must be worn while operating or riding any such equipped mobile equipment;
- (f) if mobile, equipped with appropriate safety devices (e.g. lights, horns, back-up alarms, safety beacons); and prevented from moving, through use of the hand brake, wheel blocking, wheel chocking and/or a derail, where applicable.

15.1.2 The Contractor shall provide adequate lighting when performing work between sunset and sunrise.

- 15.1.3 Use of CP tools, equipment and machinery by Contractor Personnel is prohibited unless specifically authorized by local CP management.

15.2 Hazardous Energy Control- Lockout

- 15.2.1 Contractor Personnel shall employ lockout/tagout procedures as required to eliminate the accidental or unexpected start-up, energizing, or release of stored (residual) energy during maintenance, repair and/or servicing activities.
- 15.2.2 All tools, equipment and machinery must be made safe and isolated from all energy sources rendering the machine, equipment, or process inoperative prior to performing maintenance, repair or servicing related tasks.
- 15.2.3 No Contractor Personnel can remove any CP applied lock or tag, including bad-order tag.
- 15.2.4 Notwithstanding the foregoing, if Contractor's Work may create an energy hazard to any CP Personnel, then all affected parties must follow the requirements set forth in CP's Lockout – Hazardous Energy Control Policy and Code of Practice.
- 15.2.5 If CP Personnel and Contractors are jointly performing maintenance, repair or servicing activities on the same machine, equipment or using the same energy source, then a multi-lock hasp must be applied with individual locks and tags affixed (as per CP's Lockout – Hazardous Energy Control Policy and Code of Practice).

15.3 Electrical Safety Requirements

- 15.3.1 In addition to the hazardous energy control lockout requirements above, all electrical Work must comply with Applicable Legislation, National Electrical Code (NEC), and National Fire Protection Association (NFPA) requirements.
- 15.3.2 Contractor Personnel Working on electrical systems must:
- (a) if in proximity to CP Personnel, inform them of:
 - (i) existing or potential electrical hazards;
 - (ii) any specific additional personal protective equipment that may be required;
 - (iii) applicable safe work practices;
 - (iv) applicable emergency and evacuation procedures; and
 - (v) apply lock out procedures as per section above on Hazardous Energy Control- Lockout
 - (b) have practices, procedures and training that comply with:
 - (i) Applicable sections of the NEC and NFPA electrical safety standards;
 - (ii) Any other Applicable Legislation; and
 - (c) not operate or allow cranes or other mobile equipment to approach closer to any live electrical power line than is permitted by OSHA regulations (29 CFR 1910.333).

15.4 Lifting Devices

- 15.4.1 All lifting devices, including but not limited to jacks, cranes, cables, slings, chains and hooks shall:
- (a) meet Applicable Legislation governing design, inspection, maintenance and operation;
 - (b) be safety certified and labeled or tagged with load capacity limits where required;

- (c) have sufficient capacity for the planned lift;
- (d) have sufficient footing or support area to properly distribute the load during a lift.

15.5 Welding and Torch Cutting

15.5.1 When welding or torch cutting, Contractor Personnel shall:

- (a) be properly trained and qualified;
- (b) ensure that all closed containers have been properly purged;
- (c) direct flame or sparks away from other Workers, equipment and flammable material;
- (d) have a fire extinguisher readily available;
- (e) keep compressed gas and oxygen cylinders stored in a secure, vertical position, with regulators removed and caps applied, labeled properly and located in vented cabinets or other designated locations.

15.6 Explosive Actuated Tools

15.6.1 Only Contractor Personnel who are qualified and licensed in accordance with Applicable Legislation, and authorized by CP, may use explosives or explosive actuated tools.

15.7 Unattended Equipment or Machinery

15.7.1 Tools, Equipment and Machinery shall not be left unattended at any time and shall not be stored on CP Property, unless expressly permitted pursuant to a written agreement with CP or by the Manager-in-Charge in writing, and where so permitted, Contractor shall ensure that:

- (a) storage shall be restricted to the designated area, or as otherwise specified by CP.
- (b) all such tools, equipment and machinery shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines;
- (c) as much as possible, tools, equipment and machinery shall be stored in locations out of public view.
- (d) Machines must be secured in accordance with on-track machinery rules.

16 Emergency Response

16.1 Emergency Response Plan

16.1.1 The Contractor must maintain a current emergency response plan and make it available to CP on request. Emergency response plans must include at a minimum:

- (a) contractor reporting procedures in the event of an incident or spill;
- (b) emergency response contacts and phone numbers, including phone numbers for CP incident reporting and local CP managers (See Attachment A); and
- (c) containment measures to be taken in the event of an incident or spill.

16.2 Initial Response

16.2.1 Initial response to any emergency condition must follow the following sequence:

- (a) Protect the safety and security of all individuals and communities
- (b) Provide environmental protection and mitigation
- (c) Conduct incident investigation and evidence preservation
- (d) Restore railroad operations

16.3 First Aid

16.3.1 Contractor Personnel must have sufficient First Aid qualified personnel and the required First Aid kit and any other required First Aid equipment at the Work Site, suitable for the crew size, nature of Work being performed and location, all of which shall, at a minimum, comply with OSHA regulations (29 CFR 1910.266).

16.4 Fire Protection

16.4.1 The Contractor must have appropriate fire extinguishers suitable (i.e., type, size and quantity) for nature of the work being done, in compliance with applicable legislation, and be readily available at all times on:

- (a) the work site; and
- (b) all Contractor equipment, machinery and highway vehicles.

16.4.2 Contractor Personnel shall ensure that all necessary precautions are taken to prevent fires, including the following:

- (a) storing flammable material (e.g., paper, rubbish, sawdust, oily or greasy rags, etc.) in proper containers;
- (b) storing and transporting fuel, gasoline or other flammable liquids in approved containers. Use of unapproved containers is prohibited;
- (c) proper disposal of flammable material daily;
- (d) preventing static electricity when dispensing or transferring flammable liquids by using proper grounding and bonding techniques;
- (e) avoid using cutting or welding torches during the last one-half hour of shifts, if possible;
- (f) taking special precautions with fusees, including:
 - (i) store and transport in approved containers;
 - (ii) do not allow fusees to come in contact with any combustible material, including railroad ties or wooden timbers; and
 - (iii) fully extinguish fusees before leaving the location where used;
- (g) promptly advise CP management of any fire on CP Property; and
- (h) fully extinguish or provide protection for any fire prior to leaving the Work Site.

16.4.3 Contractors Working on the CP right-of-way where a high risk of fire exists (e.g., during rail grinding, rail welding) must have:

- (a) appropriate fire prevention and suppression plans (including emergency numbers for CP, local firefighters and fire control districts); and
- (b) additional firefighting equipment and trained Contractor Personnel on site, as required by Applicable Legislation or the Manage In Charge.

17 Confined Space

17.1 Confined Space

- 17.1.1 Qualified and authorized Contractor Personnel must follow all required confined space entry procedures in accordance with applicable legislation and standards prior to entering into a confined space.
- 17.1.2 Rescue procedures and equipment must readily available when required to enter a confined space.

18 Reportable Accidents, Incidents and Injuries

18.1 Reportable Injuries

- 18.1.1 Reportable injuries include any personal injury to:

- (a) Contractor Personnel;
- (b) any CP Personnel; or
- (c) to any third party on CP Property.

18.2 Reportable Accidents

- 18.2.1 Reportable accidents include any occurrence that results in:

- (a) damage to railroad tracks, right of way, buildings or other CP Property;
- (b) damage to railroad equipment;
- (c) damage to CP highway vehicles;
- (d) release of hazardous material;
- (e) spill or loss of transported commodities; and
- (f) any threat to the environment.

18.3 Reportable Incidents

- 18.3.1 Reportable incidents include:

- (a) unintended movement of railroad equipment;
- (b) failure to provide track protection for Workers when required;
- (c) movement of railroad equipment beyond authorized limits;
- (d) operation of railroad equipment by an unqualified person;
- (e) unauthorized handling of a track switch;
- (f) damage, vandalism or tampering with any railroad signals, structures or railroad safety device;

- (g) seepage, leakage, spills of, or other contamination from, Hazardous Materials;
- (h) actual, threaten or suspected security related incidents;
- (i) slides, washouts or other on-track obstructions; or
- (j) any occurrence that may disrupt the movement of trains or affect safe rail operations.

19 Reporting

19.1 Emergency Reporting

19.1.1 In the case of an emergency, Contractor Personnel must call:

- (a) 911, where this emergency response system exists, or
- (b) the local police, fire or emergency department in all cases; and
- (c) CP Police Services Communication Center- 1-800-716-9132.

19.2 Accident, Incident, Injury Reporting

19.2.1 When an accident, incident or injury occurs on CP Property, the Contractor must:

- (a) immediately report it to the
 - (i) CP Police Services Communication Center 1-800-716-9132; and
 - (ii) CP Manager-in-Charge
- (b) follow all instructions given to protect the scene.

19.2.2 CP is obligated to report Contractor Personnel injuries occurring on CP property to the Federal Railroad Administration (FRA). Any state or required regulatory reporting remains the Contractor's responsibility.

19.3 Information to Report

19.3.1 Information required with the initial report includes:

- (a) type of incident;
- (b) date and time of occurrence;
- (c) location (mileage, subdivision, building, yard or other physical description);
- (d) identity of person(s) involved or injured (company & name);
- (e) description of any hazardous materials involved;
- (f) type & unit number of any railroad equipment or vehicle involved;
- (g) description of occurrence, damage and/or injury, and cause if known;
- (h) description of any emergency response;
- (i) name and contact information of person making the report; and
- (j) any such other information that CP may require.

19.4 Environmental Incidents and Spills

19.4.1 In the event of an environmental incident or spill that could have a negative impact on the environment, the Contractor must immediately:

- (a) report the incident to the Operations Center, the Manager-in-Charge, and the designated CP Contact as per the governing agreement relating to the Work;
- (b) take all reasonable actions to contain the spill;
- (c) respond in accordance with its emergency response plan; and

- (d) provide CP with the following information;
 - (i) description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers);
 - (ii) type and quantity of substance released;
 - (iii) cause of spill or deposit, if known; and
 - (iv) details of any immediate action taken or action proposed to be taken to contain spill and recover substance.

19.5 Additional Contractor Requirements

19.5.1 Contractor and Contractor Personnel must:

- (a) ensure an appropriate emergency response is initiated;
- (b) protect any evidence until released by the CP Manager-in-Charge;
- (c) cooperate fully with any CP investigation;
- (d) cooperate fully with any investigating government agency; and
- (e) notify CP if information is requested by any investigating government agency.

20 Contractor & Contractor Personnel Acknowledgement

Acknowledgement

- 20.1.1 Contractor and Contractor Personnel who Work on CP Property shall be deemed to have read and understood the content of these Minimum Safety Requirements for Contractors While Working on CP Property in the United States, as amended from time to time, and to agree to be bound by them.
- 20.1.2 These Minimum Safety Requirements for Contractors While Working on CP Property in the United States are subject to change without prior notice. The most current version of these Minimum Safety Requirements can be viewed at www.cpr.ca or by contacting the Manager-in-Charge.



***Home Safe™ is a commitment to be vigilant about personal safety
and the safety of co-workers.***

NOTES:



21 Attachment A – Emergency Information Sheet

EMERGENCY CONTACT INFORMATION		
EMERGENCY CONTACTS	PHONE	LOCATION
CP Minneapolis Operations Center	1-800-766-4357	.
CP Police Services	1-800-716-9132	
CP Railroad Traffic Controller Radio Channel		
Manager-in-Charge		
Local Police Services		
Local Fire Services:		
Local EMS		
Hospital		
Physician		
Aircraft Service, (if applicable):		
Watercraft Service, (if applicable):		
Other Emergency Services		
<p>Emergency Evacuation Route (Describe nearest evacuation assembly location OR Provide sketch on back)</p>		

WORK SITE INFORMATION		
	PHONE	LOCATION
Work Site Location Name		
Railroad Subdivision & Mileage		
Address, Number and Street		
Nearest Town		
CP Manager-in-Charge		
Emergency Site Access Route (Describe route from nearest emergency services location in detail including access roads & physical landmarks OR provide sketch on back.)		
Contractor Supervisor		
Site Telephone		
Certified First Aid Attendant		
Location of First Aid Supplies at Site		
Location of Fire Extinguishing Equipment		
Location of WHIMS data sheets		
UTILITY INFORMATION		
UTILITIES CONTACT	PHONE	LOCATION
Natural Gas:	()	
Electrical:	()	
Fiber Optic Line:	()	
Water & Sewer:	()	
Telephone:	()	
Cable System:	()	
Qualified employee(s) in:	()	
Confined Space Entry, (if applicable):	()	
Equipment requirements for Confined Space Entry, (if applicable):	()	
Other:		



Engineering Services
Structures & Projects
Suite 900
120 South 6th St.
Minneapolis, MN 55402

INSURANCE REQUIREMENTS RAILROAD PROTECTIVE LIABILITY

- Worker's compensation insurance which fully meets the requirements of any Worker's compensation law in force at the location where the work is performed, including the requirements of any occupational disease law.
- Automobile Liability insurance covering all owned, non-owned and hired vehicles engaged in or about the work site, with a combined single limit of \$1,000,000.
- Comprehensive general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate.
- Railroad protective liability insurance (occurrence form) , in the name of **the Dakota Minnesota & Eastern Railroad Company d/b/a Canadian Pacific**, with limits of **\$5,000,000 per occurrence** and **\$10,000,000 aggregate** for bodily injury (including death) and property damage.

Before Licensee is allowed to enter the property, Licensor must receive and approve certificates of insurance evidencing the workers compensation, comprehensive general liability, and automobile insurance and stating that such coverage will not be cancelled or materially changed without ten days written notice being given to Licensor. Licensor must also receive and approve either the railroad protective liability policy or a binder evidencing that coverage is in effect. All of the required policies shall be issued by insurers acceptable to Licensor and shall be acceptable to Licensor in both form and substance. Licensee shall not enter the Property until all of the required policies have been approved in writing by Licensor. The automobile and comprehensive general liability policies shall be endorsed to add Licensor as an additional insured and to waive subrogation against Licensor. The comprehensive general liability policy shall include a contractual liability endorsement covering Licensee's obligations under this Agreement. If the policies are procured by Licensee's contractor, Licensee shall be added as an additional insured under such policies. If the contractor uses subcontractors(s), the contractor shall provide the required insurances and shall, in addition, either: equivalent to that described herein or (ii) obtain endorsement to the required policies naming the subcontractor(s) as additional insured parties.