

Project No. V025-13807

ADDENDUM NUMBER 1

Rawson Avenue Storm Water Lift Station
700 West Rawson Avenue, Oak Creek, WI

Project Number: V025-13807

Date of Addendum: 9/24/13

This Addendum to the Contract Documents is issued to modify, explain or correct the original documents, dated 9/13/13, and is hereby made part of the Contract Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form, or bid may be rejected.

00100-1.2 INVITATION TO BID

Remove: 2. Sealed bids are due in the office of the County Clerk, Courthouse - Room 105, 901 North 9th Street, Milwaukee, WI 53233, no later than 2 P.M., October 2, 2013.

Add: 2. Sealed bids are due in the office of the County Clerk, Courthouse - Room 105, 901 North 9th Street, Milwaukee, WI 53233, no later than 2 P.M., October 9, 2013.

00410-1 BID SPECIFICATIONS SAMPLE BID FORM AND BID FORM FOR SUBMITTAL.

Remove: Bids Due: October 2, 2013 at 2:00 P.M.

Add: Bids Due: October 9th, 2013 at 2 P.M.

00800-4 ARTICLE 5 – BONDS AND INSURANCE

Add: 5.04.B.9. Contractor shall meet insurance requirements of the Canadian Pacific Rail Road when working within rail road right-of-way. (See Attachment A for Canadian Pacific insurance requirements.)

01500-3 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

Add: 3.04. Contractor shall comply with the attached Temporary Limited Easement for access to the Azray property (See Attachment B.)

Add: 3.04A. Contractor to construct access road on Azray property. Access road to remain after construction is completed. Include in Bid: 1,600 ft of access road, 12 inches thick TB stone, 15 feet wide. Coordinate access road location with County and Azray property owner.

Add: 3.05. Contractor shall enter into a Right of Entry License Agreement with Canadian Pacific Rail Road to complete work within the rail road right-of-way. The Contractor shall comply with all Canadian Pacific requirements including insurance, safety requirements, and the Contractor is responsible to pay all agreement fees and costs for coordinating with Canada Pacific. The Contractor shall assume an approximately \$750/day flagger fee is required for all work within the rail road right-of-way. (See Attachment C for a sample Right of Entry License Agreement.). Questions regarding the Right of Entry License and flagger requirements can be directed to Otis Goodman, Otis_Goodman@cpr.ca, o 630-860-4477, c 630-335-3116

DRAWING NO. 02-C-06

Delete the phrase: "Existing 24" CMP" starting at station 11+60 on the plan view and replace with "Existing 42" CMP".

End of Addendum No. 1

00900-1

ATTACHMENT
A



**CANADIAN
PACIFIC**

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

INSURANCE REQUIREMENTS RAILROAD PROTECTIVE LIABILITY

Before entering the Property, and during the entire time this agreement remains in effect, Licensee or its contractor, as the case may be, shall maintain the following insurance:

- Worker's compensation insurance which fully meets the requirements of any workers' 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 SOO Line Railroad Company d/b/a Canadian Pacific**, with limits of **\$2,000,000 per occurrence** and **\$6,000,000 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 and subcontractors(s), the contractor shall provide the required insurances and shall, in addition, either: equivalent to that described herein or (ii) obtain endorsements to the required policies naming the subcontractor(s) as additional insured parties.

Document Number V025-13807

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.

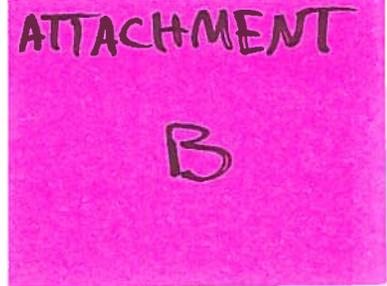
Azray Equipment INC. ("GRANTOR"), being the owner of the property located at Lot 1 in Appendix A, Milwaukee County, Wisconsin, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, set over and convey to MILWAUKEE COUNTY, a municipal body corporate duly organized and existing under and by virtue of the laws of the State of Wisconsin ("GRANTEE"), a temporary limited easement ("TLE") upon, over and across the following parcel described in Appendix A attached hereto and made a part hereof (the "TLE Area").

The TLE is subject to following conditions:

1. The purpose of this TLE is to allow the GRANTEE to stage its construction activities from the TLE Area to facilitate GRANTEE's construction of Rawson Avenue Lift Station V025-13807.
2. GRANTEE's use of the TLE shall be for construction staging purposes including, but not limited to, the right of ingress and egress, the right to store and operate equipment on the TLE Area.
3. Set up and staging shall be performed and completed in good and workmanlike manner and shall not interfere with or endanger the use of the abutting land owned by GRANTOR.
4. GRANTEE will promptly restore the TLE Area after completion of the construction project (or as soon thereafter as the weather reasonably permits) and in a manner reasonably satisfactory to GRANTOR.
5. GRANTOR reserves the right to use and occupy the TLE Area in a manner consistent with the rights conveyed herein, provided that such use and occupancy shall not interfere with or disturb the GRANTEE's use of the TLE Area.
6. This TLE shall terminate upon GRANTEE's completion of the construction project for which this instrument is given.
7. The GRANTEE shall adhere to the site access plan in Appendix B. Any proposed deviations from this site access plan shall be first approved by the GRANTOR.

Dated this 19th day of September, 2013.

SIGNATURE PAGE FOLLOWS:



This space is reserved for recording data

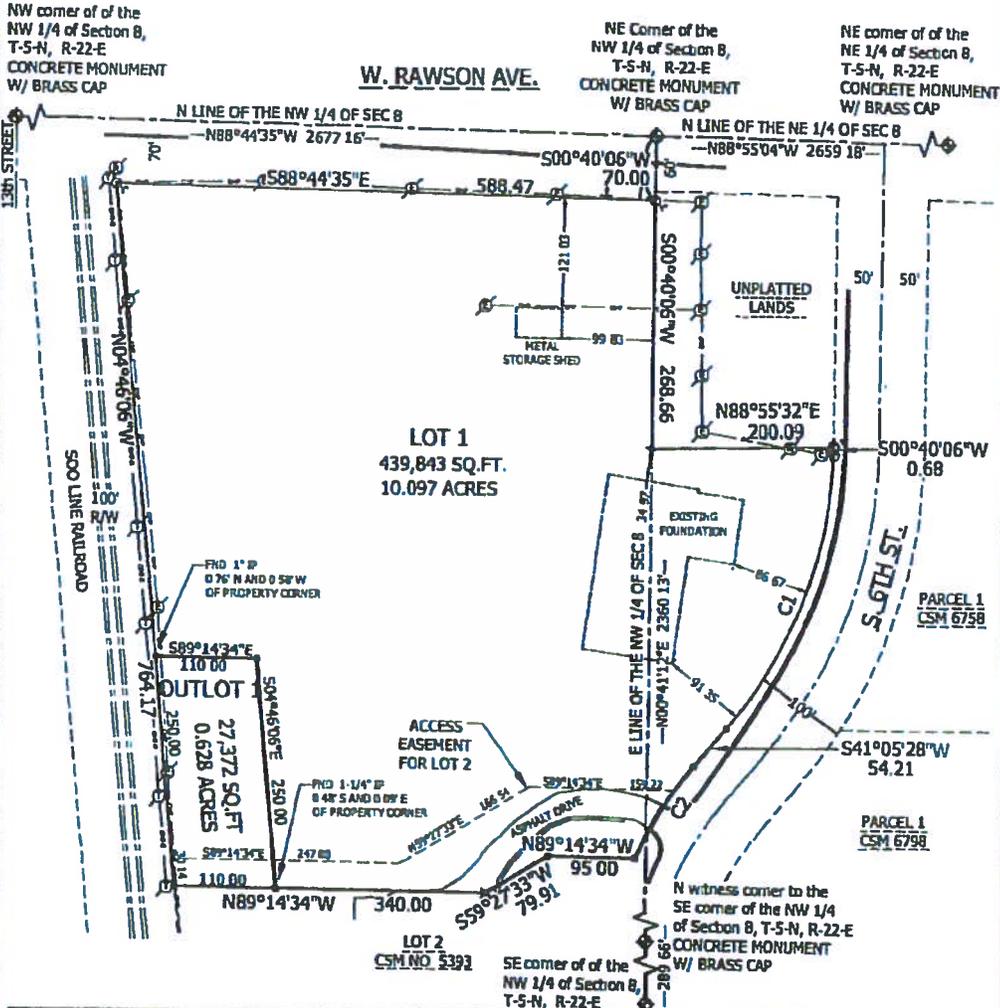
Return to:
 Sean Hayes
 Milwaukee County, DAS
 2711 W. Wells St. Room 211
 Milwaukee, WI 53208

Parcel Identification Number/Tax Key Number

764-9055

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 8246

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO 5393 BEING A PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN



CURVE TABLE					
CURVE NO	DELTA ANGLE	RADIUS	ARC DISTANCE	CH BEARING	CH DISTANCE
C1	40°25'22"	475 00'	335 12	N20°52'47"E	328 21'
C2	16°13'57"	425 00'	120 41	S32°58'31"W	120 00'

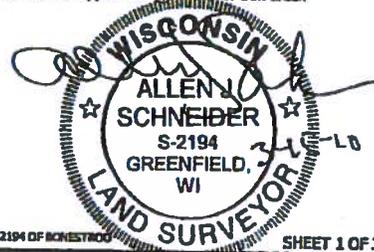


- LEGEND**
- INDICATES FOUND 3/4" IRON ROD
 - INDICATES FOUND 1" IRON PIPE
 - INDICATES SET 3/4" IRON ROD 18" IN LENGTH WEIGHING 1.50 LBS PER LINEAL FT
 - ✕ INDICATES SET COTTONWOOD SPINDLE SPIKE IN ASPHALT PAVEMENT

NOTE
 Outlot 1 of this Certified Survey Map is owned and shall be maintained by owner of Lot 1 of this Certified Survey Map. Milwaukee County and the City of Oak Creek shall not be liable for any fees or special assessments in the event Milwaukee County or the City of Oak Creek should become the owner of any lot in this Certified Survey Map by reason of delinquency. The owners of Lot 1 shall maintain said outlot in an unobstructed condition so as to maintain its intended purpose. Construction of any building, grading, or filling in said outlots is prohibited unless approved by the City of Oak Creek.

Bearings are referenced to Grid North of the Wisconsin State Plane Co-ordinate System, south zone grid North line of the Northwest 1/4 Section 8-5-22 published by S.E.W.R.P.C. as N88°44'35"W

Bonestroo
 12073 Corporate Pkwy
 Suite 200
 Mequon, WI 53092
 Tel 262-241-4468
 Fax 262-241-4821



2/3

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 8246

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5393 BEING A PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN

I, Allen J. Schneider, Registered Land Surveyor No. 2194, do hereby certify to the best of my professional knowledge that, under the direction of Azray Equipment INC., a Wisconsin Corporation, owner of that property described that I have surveyed, divided, and mapped the following described tract of land

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5393 RECORDED IN REEL 2431 ON IMAGES 1652-1654 AS DOCUMENT NO. 6364600, BEING A PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

Commencing at the northeast corner of said Northwest Quarter (NW 1/4); thence South 00°40'06" West 70.00 feet to the Point of Beginning; thence continuing South 00°40'06" West, 268.66 feet, thence North 88°55'32" East 200.09 feet to a point on the west right-of-way line of South 6th Street; thence South 00°40'06" West along said right-of-way line 0.68 feet, thence southwesterly 335.12 feet, along said right-of-way line, along the arc of a curve of radius 475.00 feet, center lies to the west, chord bears South 20°52'47" West, 328.21 feet; thence South 41°05'28" West, along said right-of-way line, 54.20 feet, thence southwesterly 120.41 feet, along said right-of-way line, along the arc of a curve of radius 425.00 feet, center lies to the east, chord bears South 32°58'31" West, 120.00 feet; thence North 89°14'34" West, along the south line of said Lot 1, 95.00 feet, thence South 59°27'33" West, along said south line, 79.91 feet, thence North 89°14'34" West, along said south line, 340.00 feet to a point on the easterly right-of-way line of the Soo Line Railroad, thence North 04°46'06" West, along said easterly right-of-way line, 764.17 feet to a point on the southerly right-of-way line of West Rawson Avenue, thence South 88°44'35" East, along said southerly right-of-way line, 588.47 feet to the Point of Beginning.

SAID LAND DESCRIBED CONTAINS 467,215 SQ. FT. ± OR 10.725 ACRES ±, MORE OR LESS

I further certify that I have complied with Chapter 236.34 of the Wisconsin Statutes and the Subdivision Ordinance and Land Division Ordinance of the City of Oak Creek in surveying, dividing, and mapping the above described tract of land.

I also certify that such map is a true representation of all exterior boundaries of the land surveyed and the land division made thereof.



DOC.# 09877598

RECORDED 05/25/2010 09:50AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 15.00
FEE EXEMPT 77.25 #: 0
Rec: 7372



12075 Corporate Pkwy
Suite 200
Mequon, WI 53092
Tel 262-741-4468
Fax 262-741-4922

3/3

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 8246

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5393 BEING A PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN

CORPORATE OWNER'S CERTIFICATE:

AZRAY EQUIPMENT INC., a Wisconsin corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat

IN WITNESS WHEREOF, the said AZRAY EQUIPMENT INC has caused these presents to be signed by John A. Mainwald its President, and countersigned by John K. Mainwald its Secretary (Cashier), at Oak Creek, Wisconsin, and its corporate seal to be herunto affixed this 11 day of May, 2010

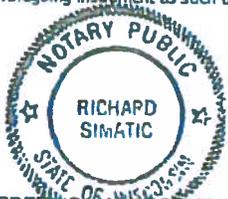
AZRAY EQUIPMENT, INC.
Corporate Name

John A. Mainwald
President

John K. Mainwald
Secretary or Cashier (Corporate Seal)

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

Personally came before me this 11th day of May, 2010
John A. Mainwald President, and John K. Mainwald Secretary (Cashier) of the above named corporation, to me known to be the such President and Secretary (Cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.



[Signature]
Notary Public
MILWAUKEE County, WISCONSIN
My Commission Expires SEPT. 12, 2010

CITY OF OAK CREEK PLANNING COMMISSION:

APPROVED by the Plan Commission of the City of Oak Creek on this 23rd day of February, 2010
Richard R. Bolender
Richard R. Bolender, Mayor

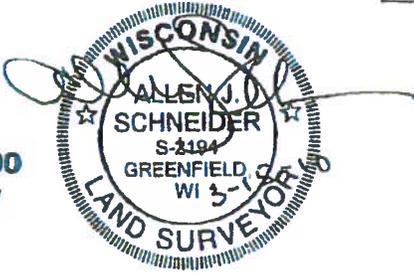
[Signature]
Secretary

CITY OF OAK CREEK COMMON COUNCIL:

APPROVED by the Common Council of the City of Oak Creek on this 5th day of April, 2010
by resolution No 1035-040510.
Richard R. Bolender
Richard R. Bolender, Mayor

Pamela S Bauer
Pamela S Bauer, City Clerk

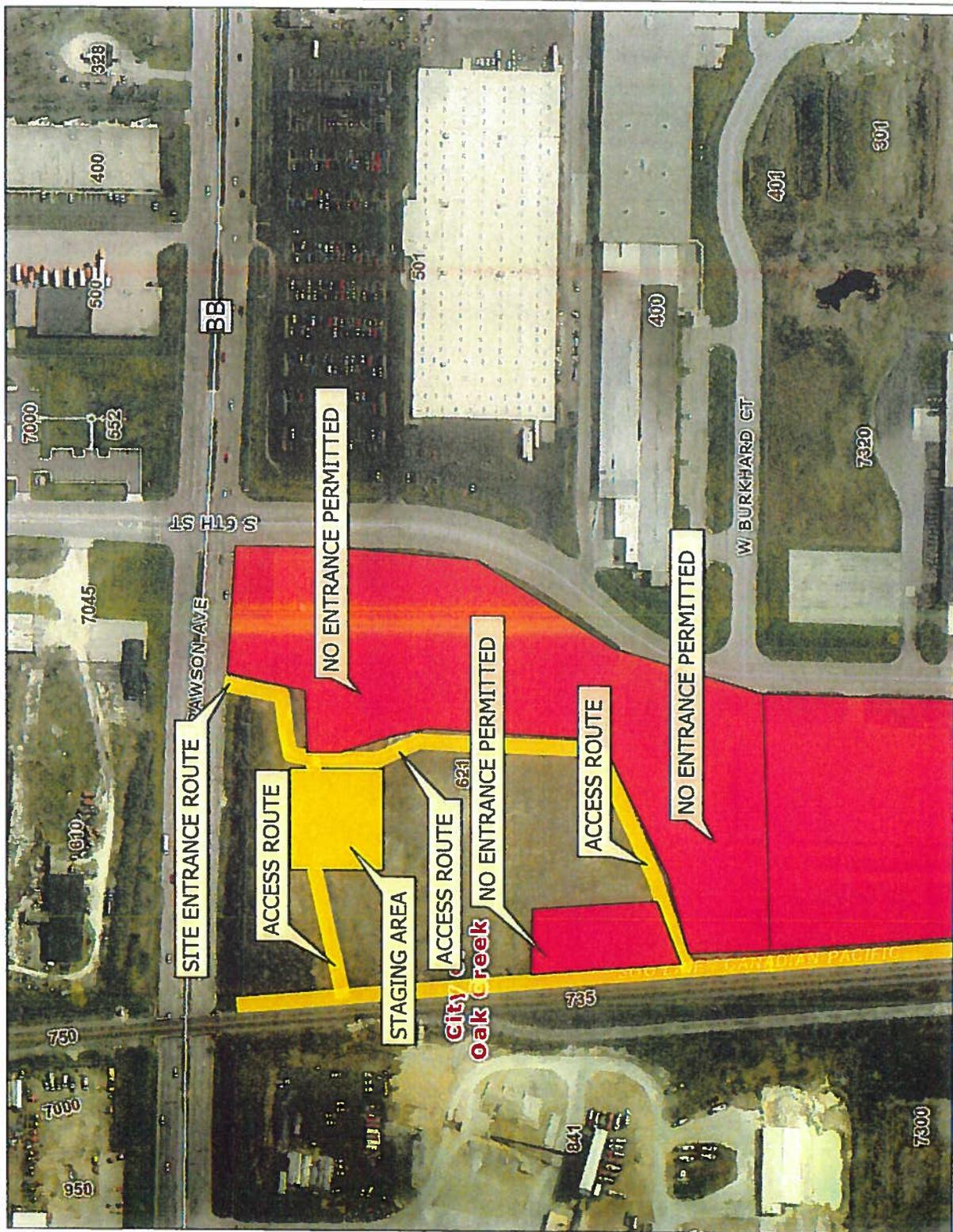
Bonestroo
12075 Corporate Pkwy
Suite 200
Mequon, WI 53092
Tel 262-241-4400
Fax 262-241-4200



N:\MKTG\44820005\CA\CA\map\8246\82460001 2010 Cert.dwg



APPENDIX B - SITE ACCESS PLAN



Legend

- County Boundary
- Highways, to 8k
- Street Centerlines, 0k to 8k
- Railroad 8k
- Water 8k
- Rivers 8k
- Airport 8k
- Landmarks 8k
- County Parks 8k
- Municipal Subdivisions 25k
- Tax Parcels

AERIAL PHOTO 2010 HIGH R

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:3,093



Notes

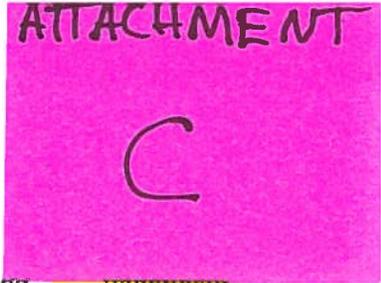
RED ON THIS MAP INDICATES AREAS NOT PERMITTED FOR ACCESS.

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

516 Feet



THIS MAP IS NOT TO BE USED FOR NAVIGATION



RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between Canadian Pacific and(contractor name).....

1. PARTIES:

SOO Line Railroad Company., doing business as Canadian Pacific with general offices at:

Address	Contact Info	
11306 Franklin Avenue, Franklin Park, IL 60131	Name:	Daniel Sabatka
	Phone:	612-209-7659
	Fax:	
	Email:	daniel_sabatka@cpr.ca

hereinafter called "CP,"

and(contractors name).....whose address is:

Address	Contact Info	
	Name:	
	Phone:	
	Fax:	
	Mobile:	
	Email:	

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 County, City and State at railroad mile post [redacted] on the [redacted] 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 purpose of performing, generally, the following activities: roadway reconstruction per the approved detailed plans, specifications and special provisions affecting the interest of CP and 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 apply 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 2012, the "Commencement Date;" and

Expire at 11:59 pm on 2012, 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 Five Hundred (\$500.00) **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 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 five 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 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 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 CP **“ONE CALL”** at **1-866-291-0741** and **Roger Communication “ONE CALL”** at **1-888-625-8702** 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.~~
- 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;

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 Drainage;

Licensee shall not make any changes to existing drainage patterns on or adjacent to railroad property without written approval by CP. Licensee shall not perform work that modifies capacity of drainage conveyance systems.

7.3.3 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.

7.3.4 Flagging:

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. Cost for the first 55 days of flagging shall not be the responsibility of the contractor. Any flagging beyond 55 days shall be charged to the contractor. 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.

7.3.5 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.

7.3.6 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

7.3.7 Fencing

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 <not 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 acting in a regulatory capacity, 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 and permit CP to participate in 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 (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines,

sanctions, court costs, litigation costs, and attorneys' fees (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 or allegedly 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: 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 \$2,000,000 per occurrence and \$5,000,000 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: 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 Soo Line Railroad Company and Canadian Pacific Railway Company, with limits of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate for personal injury and property damage.

9.5. Environmental Pollution Impairment Liability Insurance: <not 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: <not 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 _____, 2010 by and between(contractors name)..... and Dakota Minnesota and Eastern Railroad Corp., 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.

..... (contractors name).....

SOO LINE RAILROAD COMPANY.
doing business as Canadian Pacific Railway

By _____
Its _____
Date _____

By _____
Its _____
Date _____

EXHIBIT A

SITE PLAN

EXHIBIT B

“MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY”



**CANADIAN
PACIFIC**

**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS
WORKING ON RAILWAY PROPERTY**

April 2007

Initialed by:

Canadian Pacific's Minimum Safety Requirements for Contractors Working on Railway Property is the minimum safety requirements to be followed at all Times.

Note –

Prior to the commencement of any work at the worksite, a local safety orientation must be conducted in conjunction with Canadian Pacific and shall include the following:

- Hazard identification / risk assessment of hazards inherent in the work to be undertaken or generated by the work processes to be used.
- Various controls used to mitigate risk of the hazards present both as a result of the railway and contractor work processes.
- Local communication procedures including emergency call-out / response.
- Local evacuation procedures.

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TABLE A - EMERGENCY INFORMATION SHEET

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SR1 INTRODUCTION

1.1 At Canadian Pacific ("CP"), safety is an integral part of the way we do business. We expect everyone working on Canadian Pacific's property ("**Railway 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.

SR2 GENERAL

2.1 The Contractor shall be solely responsible for the safety of it's agents, employees and subcontractors ("**Contractor Personnel**").

2.2 The Contractor shall comply with all applicable health and safety legislation, regulations and codes applicable to the work.

2.3 The Contractor shall ensure that all Contractor's Personnel comply with the following safety requirements when working on Railway property. The Contractor shall have a copy of the following documents on site at all times:

2.3.1 Canadian Pacific's Minimum Safety Requirements for Contractors Working on Railway Property.

2.3.2 Contractor's construction safety plan pursuant to section SR15 (if applicable).

2.3.3 Contractor's Emergency Information Sheet pursuant to section SR15.

2.3.4 Contractor's safety policies, rules and work procedures pursuant to SR14.

2.4 Access to Railway property for any Contractor Personnel is at CP's sole discretion. Such access is only for the purpose of Contractor Personnel performing services for CP, and only for the duration of Contractor's contract with CP. The Contractor shall ensure that Contractor Personnel wear appropriate Contractor photo identification and/or visitor tags while on Railway property, and have appropriate documentation to verify the services being performed for CP. The Contractor shall ensure that Contractor Personnel comply with CP's instructions regarding security restrictions or other restrictions resulting from emergent conditions.

SR3 PERSONAL ATTIRE

3.1 The Contractor shall ensure that Contractor Personnel wear clothing required by applicable legislation, regulation and codes and is suitable to perform job functions safely, protect against hazards to the skin and adequate for existing weather conditions.

SR4 PERSONAL PROTECTIVE EQUIPMENT

4.1 The Contractor shall ensure that Contractor Personnel wear personal protective equipment required by applicable legislation, regulations, codes and as necessary to protect against personal injuries while on Railway property, and in accordance with this Article SR4. All personal protective equipment shall be approved by the Canadian Standards Associations (CSA) or by the American National Standards Institute (ANSI), and shall be in good condition and be properly fitted.

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4.2 The following mandatory protective equipment shall be supplied by the Contractor at its own expense, and Contractor shall ensure that it is worn by Contractor Personnel on Railway property:

4.2.1 Safety hard hat shall be worn at all times, except inside enclosed vehicles or equipment.

4.2.2 Safety boots shall be worn at all times. They must have puncture resistant soles and meet CSA Z195 Grade One Green Triangle (Canada), or US ANSI Z41, Section 5 standards.

4.2.3 Safety glasses with permanently attached side shields that meet CSA Standard 94.3 (in Canada) and ANSI Standard 87.1 (in the US) must be worn at all times, except inside office buildings*** and inside enclosed cabs of vehicles.

***Safety glasses as specified above must be worn in office buildings, if the task being performed, results in a risk of injury to the eyes (i.e. construction related tasks, working with electrical hazards, etc.).

Additional eye and face protection equipment is to be worn as determined necessary by the Contractor, based upon the contractor's risk assessment.

Under special circumstances, whereby, the wearing of safety glasses will hinder specialized work being performed by the contractor or that the safety can be improved for the contracted employee(s) by varying from the standard outline above, the wearing of such will be determined by the Contractor, based upon the contractor's risk assessment.

4.2.4 Hearing protectors shall be worn in all designated locations and as required by any applicable governing legislation, regulations, and codes.

4.2.5 Appropriate respirators shall be worn whenever work processes create airborne particulates (i.e. dust, mist, vapour or fumes).

4.2.6 High visibility fluorescent work wear with reflective striping (CSA (Canada) or ANSI (US) approved preferred) shall be worn when-on Railway property.

High visibility work wear must not be covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used.

SR5 PERSONAL CONDUCT

5.1 Entry upon Railway property when in possession of, or under the influence of intoxicants, narcotics, controlled substances or medication which may in any way adversely affect alertness, concentration, reaction response time or safety is prohibited. Contractors must have appropriate programs and processes in place to ensure that Contractor Personnel are in compliance with this requirement.

5.2 Possessing or using any alcoholic beverage or drug is prohibited when working on Railway property:

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- 5.3 CP is committed to providing and maintaining a work environment that supports the dignity of all individuals and will not tolerate any discrimination, harassment or violence in the workplace. Contractor shall ensure that Contractor Personnel conduct themselves in a manner consistent with these principles.
- 5.4 Smoking is prohibited in all buildings and on all Railway property, except where CP management has designated an outdoor smoking area.

SR6 PROTECTION OF RAILWAY TRAFFIC AND PROPERTY

- 6.1 The work shall be organized and executed in such a manner as to ensure no interference with the regularity and safety of railway operations. No step in any sequence of operations which might either directly or indirectly affect the regularity or safety of railway traffic shall be started until approval of the project manager has been obtained. No temporary structure, materials, or equipment shall be permitted closer than 12 feet (3.66 meters) to the nearest rail of any track without prior approval in writing of the project manager.
- 6.2 No work shall be done on or above, or use made of, any trackage without approval by the project manager and then only under the direct supervision of a qualified CP flagperson, or unless they are specifically authorized and qualified to perform said work.
- 6.3 The Contractor shall, at all times, conduct its operations in a wholly responsible manner to avoid damage to the CP's trackage or property.
- 6.4 Signs, signals and flags necessary for the safe operation of the railway shall not be obstructed, removed, relocated, or altered in any way without proper authorization. Blue flag protection on tracks signifies CP employees are on, under or between rolling stock equipment. Blue flags are important safety devices and must not be touched or obstructed.
- 6.5 Only qualified personnel are permitted to operate switches, derails, electric locking mechanisms or other appliances. The Contractor shall keep equipment, material and Contractor Personnel clear of this equipment at all times. Neither the Contractor nor Contractor Personnel shall operate or tamper with any signal or communication systems or any other railway safety devices unless specifically authorized and qualified.
- 6.6 While railway traffic is passing through, within 50 feet of the work area, the mechanisms for securing rotating equipment must be used to prevent rotational movement. Buckets on shovels must be lowered to the ground to rest. Operators shall get out of their equipment and position themselves in a safe area 20 feet from the track as a minimum where possible.

When working in multi-track territory Operators shall exit to the non-live side of the track and position themselves in a safe area 20 feet from the track as a minimum where possible (do not stand on or between adjacent tracks).

- 6.7 Construction equipment parked on Railway property on nights or weekends 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. As much as possible, materials shall be stored in locations where they are not subject to public viewing in

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order to prevent vandals from using them to cause derailments or damage to Railway property. Scrap materials shall be disposed of as soon as possible. The Contractor shall consult with CP personnel to determine the best location to store equipment and materials.

- 6.8 Before starting excavation operations, the Contractor shall ascertain that there are no underground wires, fibre optic cables, pipelines or other facilities which could be damaged or, if present, that such installations are properly protected. Fibre optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the Contractor shall contact the proper authority to obtain the necessary permit and to locate and protect such cables.

Excavations shall not be left unattended unless they are properly protected; and the CP supervisor shall be notified.

- 6.9 Railway pole lines carry electric power and should be treated as any other power lines.
- 6.10 Any Contractor Personnel discovering a hazardous or potentially unsafe condition which may affect the safe passage of railway traffic must advise CP immediately:

In Canada – Network Management Centre (NMC) Calgary 1-800-795-7851

In the US – Operations Centre Minneapolis – 1-800-SOO-HELP (1-800-766-4357)

SR7 TRAIN MOVEMENTS AND WORKING NEAR TRACKS

- 7.1 The Contractor shall ensure that all Contractor Personnel are aware of and comply with the following safety rules which apply to working near railway tracks:

7.1.1 Personnel shall be alert to train movement shall expect the movement of trains, engines, cars, or other moveable equipment at any time, on any track, and in any direction, even cars on sidings that appear to be stationary or in storage. Stay at least 50 feet (15 meters) away from the ends of stationary cars when crossing the track, and never climb on, under or between cars. To cross tracks, personnel shall look both ways, and if the tracks are clear, walk at a right angle to them.

7.1.2 Personnel shall not rely on others to protect them from train movement. The responsibility is theirs for safety on the railway.

7.1.3 Personnel shall not stand on the track in front of an approaching engine, car or other equipment.

7.1.4 Personnel shall be aware of the location of structures or obstructions where clearances are close.

7.1.5 Personnel shall not stand or walk on railroad tracks, either between the rails or on the ends of ties unless absolutely necessary. Personnel shall stay clear of tracks whenever possible.

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- 7.1.6  Within the **United States**, "ON TRACK SAFETY" rules apply. This is a set of rules, which were developed and promulgated by the Federal Railroad Administration (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations). The On Track Safety rules apply to contractors to a railroad who perform inspection, maintenance or repair to railroad facilities. These rules and procedures must be complied with to work on or near Railroad property. Specific training and obedience to these rules and procedures are a requirement of the FRA. Significant willful fines can result from the violation of these rules.

 Please refer to Canadian Pacific's General Requirement for Contractors On Track Safety Procedures.

Contractors will not be allowed to foul a track unless:

- o They have been properly advised of the On Track Safety awareness procedures;
- o A railway employee who is qualified to provide protection is present at the work site.

Fouling Track - The placement of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or track unit or in any case within four (4) feet of the field side of the nearest rail.

- 7.1.7 No work activities or processes are allowed within 50 feet (15 meters) of the track centerline while trains are passing through the work site unless specifically authorized. Personnel shall always, where possible, stand at least 20 feet back from the track(s), to prevent injury from flying debris or loose rigging. Also, personnel shall observe the train as it passes and be prepared to take evasive action in the event of an emergency.
- 7.1.8 Personnel shall not remain in a vehicle that is within 50 feet (15 meters) of a passing train, and shall not drive near moving trains. Personnel shall move vehicles away from the tracks at least 50 feet (15.24 meters) unless specifically authorized, or park the vehicle away from the tracks and walk to a safe distance whenever trains pass.
- 7.1.9 Personnel shall not stand on or between adjacent tracks in multiple track territory when a train is passing. Personnel shall be especially alert in yards and terminal areas as engines may be pushing cars, cars may be moving without any engine attached and engine/cars change tracks often.
- 7.1.10 Personnel shall not walk, stand or sit on the rails. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railway ties can also be slippery and that railway ballast can shift while walking on top of it.

Personnel shall stay away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock.

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Personnel shall stay away from any other railway devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

- 7.1.11 Personnel shall not foul the track with any piece of equipment without a CP flagperson and proper protection.
- 7.1.12 Certain projects will require the assistance of a qualified flagperson. The decision as to where flagpersons are required rests with CP. One week advance notice is required before entering Railway property so that flagging protection requirements may be determined and arranged for.
- 7.1.13 Good communication between Contractor Personnel and CP's flagperson is imperative. Everyone must have knowledge of the flagging limits, time limits and location to clear for any train movements. CP's flagperson will be responsible for clearing any movement of workers and equipment near the tracks, no matter how minor.
- 7.1.14 Contractor Personnel shall not interfere with a CP's flagperson who is communicating by radio with the dispatcher or other CP employees. Personnel shall wait until the flagperson is finished and able to give them full attention. Personnel shall not assume a move is cleared by something overheard on a radio conversation.
- 7.1.15 Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CP flagperson and only if the job site has been properly prepared for such a move. Tracked equipment will require a CP flagperson any time railroad tracks are crossed.
- 7.1.16 Personnel shall not move equipment across railroad bridges or through tunnels, except as expressly agreed by CP, and under such conditions as stipulated by CP, including without limitation, a CP flagperson.
- 7.1.17 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:
 - Personnel shall be prepared to take cover in the event of a tornado.
 - Personnel shall not work while lightning is occurring;
 - 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.

SR8 TOOLS, EQUIPMENT AND MACHINERY

- 8.1 All Contractor equipment, machinery and highway vehicles must:

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- Be in good working order (including lights and safety devices such as back-up alarms) and properly serviced and maintained;
 - Be safe for their proposed use;
 - Be equipped with appropriate emergency equipment (examples include fire extinguisher, first aid kit;) based upon Contractor's risk assessment;
 - Comply with all applicable legislation, regulations and codes.
- 8.2 Drivers of highway vehicles must be in possession of a valid driver's license of the proper class of the vehicle being operated. The use of seat belts is mandatory for all drivers and passengers. Operators of vehicles and construction equipment must keep their headlights on at all times and observe all facility/area's speed limits and traffic rules. Unless otherwise posted, the speed limit on the CP's roads is 15 mph (24 km/h) or less as conditions warrant.
- 8.3 Unless authorized in writing, contractors' employees are not permitted to operate or ride on any CP rolling stock and shall not be carried in CP vehicles except in case of an emergency or unless specifically authorized.
- 8.4 Tools must be used only for the purpose for which they are designed. Defective tools must be repaired or replaced.
- 8.5 Machinery and equipment must be operated and maintained only by persons properly trained and qualified for that duty.
- 8.6 All equipment shall be in compliance with applicable legislation, regulations and codes and be equipped with appropriate safety apparatus. In particular, all mobile equipment, including excavators, shall be equipped with beacons and backup alarms.
- 8.7 The Contractor shall provide adequate lighting when performing work between sunset and sunrise.

SR9 CRANES

- 9.1 The Contractor shall ensure that its cranes and their operation by Contractor Personnel are in compliance with applicable legislation, regulations and codes and be equipped with appropriate safety apparatus. A copy of the latest annual crane inspection shall be provided to CP prior to the commencement of work.
- 9.2 All cranes shall be equipped with anti-two-blocking devices and safety latches on every hook.
- 9.3 All lifting apparatus such as steel cables, nylon slings, chains, shackles, etc., must be safety certified.
- 9.4 The Contractor shall conduct any work in proximity to power lines in such a manner that permits/procedures as required under applicable legislation, regulations and codes are adhered to.

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- 9.5 While railway traffic is passing through the work area, loads on cranes must be lowered to the ground to rest. Cranes without bucket or load must have their load line tightened or retracted to prevent movement.
- 9.6 Cranes parked on Railway property on nights or weekends 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. Consult with CP personnel to determine the best location to store equipment and materials. Crane booms shall be lowered onto ground supports so that it will be impossible for them to rotate and cause a track to be fouled.

SR10 CLEANUP, ENVIRONMENT AND FIRE PREVENTION

- 10.1 The Contractor shall take care to avoid any hazardous, unsafe, unhealthy or environmentally unsound condition, activity or spill on Railway property. The Contractor shall maintain Railway property in a tidy condition and free from the accumulation of waste products and debris. The Contractor shall not permit any debris, products used in the work, or water used to rinse out equipment, to be discharged or spilled on Railway property or into any adjacent lands, ditches, streams, ponds, sewers, etc.
- 10.2 The Contractor shall ensure that Contractor Personnel take all necessary precautions to prevent fires. All flammable material such as paper, rubbish, sawdust, oily or greasy rags, etc. must be kept away from buildings, structures and other facilities subject to fire damage. All flammable material must be disposed of daily by Contractor.
- 10.3 Storing or transporting fuel or gasoline in unapproved containers is prohibited.
- 10.4 If possible, the use of cutting or welding torches must be avoided during the last one-half hour of shifts.
- 10.5 Suitable, charged fire extinguishers and/or full water pump cans must be readily available at all times on the work site. Where the Contractor is working on the right-of-way or other property where a fire risk exists, the Contractor shall have appropriate fire prevention and suppression plan (including emergency numbers for CP, local firefighters and fire control districts) as well as such additional fire fighting equipment and trained Contractor Personnel on site, as required by provincial regulations, codes and guidelines.
- 10.6 CPR's representative must be advised promptly of any fire. Such fire must be fully extinguished or protection provided prior to leaving the work site.
- 10.7 Upon completion of the work, the Contractor shall remove his surplus materials and equipment from Railway property. The Contractor shall also remove all waste products and debris, including rinse out water, and leave Railway property clean and suitable for occupancy.

SR11 HAZARDOUS MATERIALS and RESPONSIBLE CARE

- 11.1 If chemicals are required by the Contractor to carry out its contractual obligations, the Contractor must ensure that the transport, label, use and storage of any chemicals are in accordance with all applicable laws, regulations and codes.

- 11.2 For all chemicals to be used, the Contractor must have available on site the latest Material Safety Data Sheet (MSDS) and provide CP with a list of employees' names who have been trained in Workplace Hazardous Materials Information System (WHMIS), or in OSHA's Hazard Communication Standard.
- 11.3 A current emergency response plan must be maintained by the Contractor and made available upon request to CP. Emergency response plans must include at a minimum:
- Contractor reporting procedures in the event of an incident or spill;
 - Emergency response contacts and phone numbers;
 - Incident reporting phone numbers including phone numbers for CP incident reporting and local CP personnel.

Any Contractor Personnel discovering a hazardous or potentially unsafe condition which may affect the safe passage of railway traffic or reporting an emergency or spill must advise CP immediately at:

In Canada,

Network Management Centre (NMC) Calgary 1-800-795-7851

In the US,

Operations Center Minneapolis – 1-800-SOO-HELP (1-800-766-4357)

Canadian Pacific Police Services – 1-800-716-9132

- 11.4 In the event of an incident or spill, The Contractor must take all reasonable actions to contain the spill and respond in accordance with its emergency response plan.
- 11.5 The Contractor shall dispose of all chemicals and surplus waste materials in accordance with all relevant legislation, regulations and codes.
- 11.6 In addition to compliance with all applicable legislation, regulations and codes and as part of CP's commitment to Responsible Care (an initiative by the chemical industry to which CP is a Responsible Care partner), contractors must have appropriate systems and controls in place to mitigate potential environmental, health and safety risks while using chemicals on Railway property. CP will provide Contractor with information regarding Responsible Care upon request from Contractor.

SR12 FIRST AID, INCIDENT AND ACCIDENT REPORTING

- 12.1 The Contractor must have a first aid kit, of a size suitable for the crew, available in the immediate vicinity of the work site. It must be examined by the Contractor prior to the commencement of work, after each use and regularly each month to ensure that it is properly equipped. Any missing or altered articles must be promptly replaced by the Contractor.
- 12.2 Where required, other first aid equipment such as stretchers, emergency showers, eye wash stations, etc. must be made available by Contractor at the work site.

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12.3 All accidents, personal injury, occupational illness, damage to Railway property or customer property, and incidents, such as environmental spills, must be reported promptly by the Contractor to CP. The Contractor shall provide CPR with as much detailed information as possible, including:

- Time of incident;
- Location of incident;
- Extent of injuries and/or damage;
- Description of incident including the cause of incident, if known; and
- Contractor's name and telephone number.

Canadian Pacific Emergency Numbers

In Canada,

Network Management Centre (NMC) Calgary 1-800-795-7851

In the US,

Operations Center Minneapolis – 1-800-SOO-HELP (1-800-766-4357)

Canadian Pacific Police Services – 1-800-716-9132

In the event of an environmental spill or any spill that could have a negative impact on the environment, the Contractor shall also provide CP with the following information:

- Description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers);
- Type and quantity of substance released;
- Cause of spill or deposit, if known; and
- Details of any immediate action taken or action proposed to be taken to contain spill and recover substance.

12.4 Security concerns and security incidents (i.e. theft, vandalism, bribery, stalking, assault or other incidents that may cause injury or property damage, or involve criminal activity) must be reported by Contractor to the Canadian Pacific Police Service 1-800-716-9132.

SR13 JOB BRIEFINGS

13.1 When required by CP or by the Contractor, a job briefing must be conducted.

13.2 The Contractor Personnel performing services on Railway property must participate in the job briefing and any such individuals who are not able to be present at the main briefing, must attend a separate briefing. Contractor must ensure that all Contractor

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Personnel on the work site understand the content of the job briefing. CP representative(s) or designates may attend at CP's sole discretion and shall include the participation of the CP Flagperson if present at the worksite.

13.3 The following topics should be covered in the job briefing:

- Tasks to be accomplished;
- Work location;
- Contractor Personnel responsibilities;
- Equipment to be used;
- Specific safety reminder due to a hazardous condition;
- Identification of all potential hazards specific to the area(s) in which they will be working and the tasks they are performing;
- Special instructions due to an unusual situation or practice;
- Type of track protection along with it's time and physical limits and identification of CP's employee responsible for the protection;
- Emergency response plan/evacuation procedures.

SR14 CONTRACTOR SAFETY POLICY

14.1 Prior to the commencement of any work, the Contractor shall provide CP with its applicable safety policies, rules and procedures.

SR15 CONSTRUCTION SAFETY PLAN

15.1 Prior to commencement of any construction work, the Contractor shall provide CP with a Construction Safety Plan.

15.2 The Construction Safety Plan shall:

15.2.1 List and define the construction methods that will be used for each major phase of the work and describe the process and safety procedures to be incorporated.

15.2.2 Integrate the necessary safeguards to be implemented in the work's planning schedules.

15.2.3 List all safety activities and their frequency including:

- Contractor Personnel's Review of:
 - Canadian Railway's Minimum Safety Requirements for Contractors Working on Railway Property;

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- Contractor's Safety Plan;
 - Contractor's Emergency Information Sheet, and Emergency Response Plan;
- Contractor Personnel Orientation Meetings;
 - Site Hazard Assessments;
 - Site Inspections and Monitoring;
 - Safety Meetings.
- 15.2.4 Provide for each piece of heavy equipment to be used, such as loaders, excavators and cranes, a summary of the Contractor Personnel's experience, past performance and safety tests, and list of previous accidents resulting from the equipment's operation.
- 15.2.5 Provide the layout of temporary construction buildings and facilities, including how the Contractor will ensure safe use.
- 15.2.6 Provide details of emergency procedures for work near or over water. Emergency equipment such as ring buoys, floating vests and, if physically possible, a powered boat must be readily available in the downstream vicinity of the work site.
- 15.2.7 Provide details of safety procedures for blasting work. Explosive materials must be handled, stored and used in accordance with all applicable legislation, regulations and codes.
- 15.2.8 Provide details of safety procedures for work in confined spaces including:
- Atmosphere test results;
 - Evaluation of hazard within the confined space;
 - Procedures for entering/exiting the confined space;
 - Required protection equipment;
 - Emergency procedures and equipment.

Prior to entry of any Contractor Personnel into a confined space, Contractor shall conduct such testing, and obtain such permits as required under applicable legislation, regulations and codes. Contractor shall ensure Contractor Personnel wear such additional protective equipment as determined necessary by the Contractor, based upon the Contractor's risk assessment of the space (examples include full body harness, approved respirators, etc.).

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- 15.2.9 Provide the layout of cranes, proposed lifting procedures and other pertinent information such as cranes' capacity charts, working radius, loads, possible obstacles or site restrictions, etc.
- 15.2.10 Provide an Emergency Information Sheet for notifying medical assistance, emergency transportation and direction of rescue operations, including the information identified in appended Table A. Copies of this document shall be present on site at all times and be in a location readily accessible to all Contractor Personnel on the site. Its content shall be reviewed at the beginning of each week and when job location changes. The Contractor must ensure that all Contractor Personnel on the work site are familiar with its contents.
- 15.3 The Safety Plan shall also include drawings and specifications prepared, sealed and signed by a qualified professional engineer, for each of the following items, whenever applicable to the work:
 - 15.3.1 Details of the design, erection, use and inspection of fall prevention structures such as scaffolding, work platforms and other staging. These are mandatory wherever Contractor Personnel are working at heights in excess of 8 feet (2.44 meters), in Canada or 10 feet (3.05 meters), in the USA, above the nearest permanent safe level or where a drowning hazard exists. This requirement does not apply where pre-engineered scaffolding is used as a fall prevention device; provided it is used in accordance with the manufacturer specifications and is designed to meet all applicable legislation, regulations and codes.

Details of fall protection systems when it is physically impossible to provide safe fall prevention structures or when working on a temporary structure more than 20 feet (6.10 meters) in Canada and as per health and safety legislation, regulations and codes applicable to the work in the US, above the nearest permanent safe level. Personal fall protection equipment shall include a CSA or ANSI approved full body harness, lanyard and shock-absorbing device, attached to a CSA or ANSI approved or engineered anchored lifeline or fixed anchor. The system shall also provide a retrieval device or equipment readily available on the work site. Safety nets are acceptable in lieu of personal fall protection equipment, if it is impracticable to use a fall protection system. The Contractor shall also provide a fall rescue plan to be used in accordance with any fall protection plan as required.
 - 15.3.2 Details of shoring systems for excavations, which may endanger nearby Contractor Personnel or structures. Shoring systems shall be designed to comply with applicable legislation, regulations and codes. Excavations must be properly covered or barricaded with appropriate reflective equipment. Lights or flares must be used where practicable.

SR16 COMPLIANCE WITH SAFETY REQUIREMENTS

- 16.1 If ever the Contractor's Personnel do not comply with the safety requirements, the Contractor's site supervisor will be reminded of the requirements by the CP's representative. If Contractor Personnel refuses to comply with the safety requirements, the Contractor will be required to ensure that such Contractor Personnel immediately

leave the property, failing which CP maintains the right to require the Contractor Personnel to immediately leave the property. Any working procedures not conforming to the safety requirements will result in the closing down of the work site.

16.2 CP will not accept any claims for delays or lost time due to safety compliance or procedures issues.

The above provisions and requirements may be amended from time to time by Canadian Pacific.

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TABLE A - EMERGENCY INFORMATION SHEET

WORK SITE INFORMATION

Work Site Location: (Mileage, Subdivision) (Address, Number and Street)
Contractor' Supervisor: (Name) (Title)
Site Telephone:
Emergency Site Access Route: (Provide sketch - showing access roads, physical landmarks to guide EMS to location)
Nearest Town:
Certified First Aid Attendant:
Location of First Aid Supplies at Site:
Location of Fire Extinguishing Equipment:

EMERGENCY CONTACT INFORMATION

EMERGENCY CONTACTS	PHONE	LOCATION
Railway Traffic Controller:	()	
Firefighter:	()	
Police:	()	
Ambulance:	()	
Hospital:	()	
Physician:	()	
Aircraft Service, (if applicable):	()	
Watercraft Service, (if applicable):	()	
Stretcher location at site:	()	
Location of WHIMS data sheets:	()	
Type and location of retrieval systems at bridges, (if applicable):	()	
Type and location of emergency equipment for work near or over water, (if applicable):	()	
Employee(s) responsible for rescue operations, (if applicable):	()	
Designated Evacuation Vehicle:	()	
Emergency Evacuation Route, (Provide sketch):	()	

UTILITIES INFORMATION

UTILITIES CONTACT	PHONE	LOCATION
Natural Gas:	()	
Electrical:	()	
Fibre Optic Line:	()	
Water & Sewer:	()	
Telephone:	()	
Cable System:	()	
Qualified employee(s) in:	()	
Confined Space Entry, (if applicable):	()	
Equipment requirements for Confined Space Entry, (if applicable):	()	

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All job sites will be open to audits by CP Safety and Health representatives.

Date: _____

Signed: _____
Contractor's Supervisor

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**CANADIAN
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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.



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Form SC2-US

CONTRACTOR SAFETY BRIEFING CARD

(applies to all non CP personnel)

Canadian Pacific is committed to provide a safe and healthy working environment for all Railway and Contractor's employees and welcomes you to its property. This document provides you with general orientation information and basic safety requirements that must be adhered to when working on the Railway's property. Full requirements are contained in the "Minimum Safety Requirements for Contractors Working on Railway Property."

Qualifications and Personal Conduct:

- Contractor's employees must be fully qualified and experienced in the work to be done.
- All Contractors working on CP's Right-of-Way without a qualified Railway employee providing protection, must have their employees qualified in the General Code of Operating Rules, and trained and certified as Roadway workers in accordance with the Federal Railroad Administration's (FRA) On-Track Safety Rules in order to provide proper protection of the work to be done. The Contractor is responsible for the qualification, training and certification of its employees.
- The use and/or possession of any drug or alcoholic beverage are prohibited.
- The use of drugs, medication or mood-altering agents, including those prescribed by a doctor, which will adversely affect the ability to work safely, is prohibited.
- Smoking is prohibited in all buildings and where there is a risk of fire or explosion.

Personal Protective Equipment and Clothing:

- CSA or ANSI approved equipment to be worn at all times includes:
 - Steel toe safety boots that conform to CSA Standard Z195 or ANSI Standard Z41-83
 - Hard-hats
 - Safety glasses with permanently attached side shields
 - High visibility vests

- CSA or ANSI approved equipment to be available and worn when site conditions or regulations require includes:
 - Fall protection equipment as required by applicable codes.
 - Testing, monitoring and rescue equipment where confined spaces encountered.
 - Welding goggles, gloves and chaps.
 - Respirators appropriate for the hazard present.
 - Hearing Protection whenever noise level averages 84 decibels or higher.
- Clothing:
 - Shirts with sleeves must be worn at all times.
 - Pants must be at least ankle length.

Protection of Railway Traffic and Property:

- The work shall be organized and executed in such a manner as to ensure no interference with the safety of railway operations.
- The railway shall determine where flag persons are required to protect railway operations and arrange for it.
- Unless authorized in writing, no temporary structures, material or equipment shall be installed closer than 12 feet to the nearest rail.
- During the passage of trains or work equipment, the Contractor's heavy equipment shall not be operated when within 50 feet of the track. During such times, the operator of the equipment shall secure and vacate the equipment and stand well clear of the track until the entire train has passed the work site.
- Unless authorized in writing, Contractor's employees are not permitted to operate or ride any CP rolling stock.
- Unless authorized in writing, operating CP vehicles is prohibited.
- The use of CP tools and materials is not permitted.
- Altering, obstructing or operating any components of track, bridges, signals or other railway equipment is prohibited.

Site Conditions and Work Site Safety:

- Prior to commencing any work, the Contractor shall ensure that he has taken the time to identify all site conditions that may be a hazard or a potential hazard including the location of underground services and overhead power lines.

- Railway pole lines carry electric power and should be treated as any other power line.
- All Contractor's supervisors, employees and sub-contractors must participate in and not begin work until a Job Briefing is held as per the FRA's On-Track Safety Rules. The Railway's representatives and employees assigned to provide track protection must be included in the briefing.
- All equipment and materials are to be secured and stowed well clear of all tracks. Sightlines at grade crossings must not be obscured.
- All mobile equipment must be equipped with beacons and backup alarms.
- All lifting apparatus such as steel cables, nylon slings, chains shackles, etc., must be safety certified.
- Excavations are to be protected by barriers or fences when the possibility of injury or damage exists.
- Be conscious to protect the natural, physical and biological environment of the work site and comply with all environmental regulations.
- Advise the CP supervisor in charge, of all hazardous material that will be used in the work in accordance with OSHA requirements and make the latest Material Safety Data Sheets (MSDS) available.

Injury and Emergent Situations:

- Immediately advise the CP supervisor in charge, of all injuries on the site.
- In the case of an emergency where a hazardous condition may affect the safe passage of trains, immediately report the condition to the CP supervisor. If the CP supervisor is not immediately available, the Contractor shall:
 - For hazards relating to the safe passage of trains, **call the Network Management Center at 1-800-766-HELP.**
 - For hazards or incidents requiring CP Police, **call 1-800-716-9132.**
- In the event of a hazardous condition, make every safe and practicable attempt to stop trains well in advance of the hazardous area.

Compliance with CP's Safety Requirements:

- Non-compliance to CP's safety requirements will result in the closing down of the work site and the Contractor's personnel will be required to leave the Railway's property.

Engineering Services

Calgary, April 2000

Project No. V025-13807

ADDENDUM NUMBER 1

Rawson Avenue Storm Water Lift Station
700 West Rawson Avenue, Oak Creek, WI

Project Number: V025-13807

Date of Addendum: 9/24/13

This Addendum to the Contract Documents is issued to modify, explain or correct the original documents, dated 9/13/13, and is hereby made part of the Contract Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form, or bid may be rejected.

00100-1.2 INVITATION TO BID

Remove: 2. Sealed bids are due in the office of the County Clerk, Courthouse - Room 105, 901 North 9th Street, Milwaukee, WI 53233, no later than 2 P.M., October 2, 2013.

Add: 2. Sealed bids are due in the office of the County Clerk, Courthouse - Room 105, 901 North 9th Street, Milwaukee, WI 53233, no later than 2 P.M., October 9, 2013.

00410-1 BID SPECIFICATIONS SAMPLE BID FORM AND BID FORM FOR SUBMITTAL.

Remove: Bids Due: October 2, 2013 at 2:00 P.M.

Add: Bids Due: October 9th, 2013 at 2 P.M.

00800-4 ARTICLE 5 – BONDS AND INSURANCE

Add: 5.04.B.9 Contractor shall meet insurance requirements of the Canadian Pacific Rail Road when working within rail road right-of-way. (See Attachment A Canadian Pacific insurance requirements)

01500-3 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

Add: 3.04 Contractor shall comply with the attached Temporary Limited Easement for access to the Azray property (See Attachment B).

Add: 3.05 Contractor shall enter into a Right of Entry License Agreement with Canadian Pacific Rail Road to complete work within the rail road right-of-way. The Contractor shall comply with all Canadian Pacific requirements including insurance, safety requirements, and the Contractor is responsible to pay all agreement fees and costs for coordinating with Canada Pacific. The Contractor shall assume an approximately \$750/day flagger fee is required for all work within the rail road right-of-way. (See Attachment C for a sample Right of Entry License Agreement)

End of Addendum No. 1