

APPENDIX 'B'

CN SAFETY REQUIREMENTS

GENERAL CONDITIONS

The general conditions of Contract Form No. 3819 and all sections of Division 1 of this specification apply equally to this section of the specification.

1. CONSTRUCTION SAFETY MEASURES

- .1 The purpose of this section is to outline minimum CN safety standards for contractors and their employees.
- .2 The aim of these safety guidelines is to eliminate at the source the dangers to the health, safety, and physical well-being of workers.
- .3 Contractors using these guidelines for contract work are responsible for reviewing the appropriate laws and regulations governing worker health and safety and for determining their applicability in relation to the contract prior to the start of work. Contractors are solely responsible for ensuring compliance with legislation and these guidelines.
- .4 Observe and enforce construction safety measures required by the Canada Labour Code, CN, Canadian Code for Construction Safety, Provincial Government Workers' Compensation Board, and municipal statutes and authorities.
- .5 As CN is a federally chartered Railway Transportation Company, contractors are advised that work undertaken on CN right-of-way is governed by federal regulations.
- .6 In the event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .7 The safety guidelines may not address all potential health and safety problems associated with the use of materials, equipment, and/or operations detailed or referred to within these guidelines. The Contractor shall be responsible for determining the appropriate measures to ensure the health, safety and physical well-being of workers, in consultation with the appropriate regulatory authorities if necessary, to achieve compliance with applicable laws and regulations prior to the implementation of these safety guidelines.
- .8 A safety program drawn up by the Contractor working on CN property shall complement these guidelines. Such complementary programs shall take into account the dangers inherent to the work performed.
- .9 Contractors and their personnel are required to familiarize themselves with and ensure the day-to-day application of this safety program.
- .10 Be fully aware of the contents of Clause 24, Section HC01005 of this specification entitled "*Existing Utilities and Facilities*" and be governed accordingly.

2. DEFINITIONS

- .1 In this standard, unless the context requires otherwise, the following definitions shall apply:
 - .1 **Accident:** An undesirable and unexpected event resulting in personal injury, property or environmental damage, or losses in the production process.
 - .2 **Act / Law:** All applicable municipal, provincial and federal acts, regulations, laws, and codes.
 - .3 **CN:** Canadian National Railway Company or a designated representative thereof.

- .4 **Construction Site:** A place where foundation work and erection, maintenance, renovation, repair, upgrading, or demolition of buildings or civil engineering structures is performed on the site itself. Site inspection, advance earth-moving work, and other work determined by regulation are also included, as are the premises provided by the employer to construction workers for lodging, eating, or leisure.
- .5 **Contractor:** The person to whom the contract is awarded and who is obliged to perform all the work stipulated in the contract. The Contractor is at all times and under all circumstances responsible for all subcontractor activities.
- .6 **CROR:** Canadian Rail Operating Rules, as well as the special instructions in use at Canadian National.
- .7 **CSST:** Commission de la santé et de la sécurité du travail du Québec.
- .8 **Employee:** Any person employed on the construction site, by contractors or their subcontractors, or as a consultant to these parties.
- .9 **Governing Authority/Body:** Authorities and bodies with the authority to enforce regulations.
- .10 **Incident (Near Miss):** An undesirable and unexpected event, which under slightly different circumstances could have resulted in personal injury, property or environmental damage, or losses in the production process.
- .11 **Operator:** A person responsible for operating or driving vehicles or equipment.
- .12 **Professional Engineer:** Professional engineer registered in the province where the work is being performed.
- .13 **Protecting Foreman (also referred to as "CN Assigned Employee"):** A protecting foreman is a CN employee qualified in the Canadian Rail Operating Rules (CROR). Protecting foremen are responsible for protecting employees against Railway traffic. Protecting foremen are charged solely with the safe movement of trains and are not responsible for the safety of the Contractor, the Contractor's personnel or the Contractor's equipment.
- .14 **Qualified Person:** A person who, by reason of his/her knowledge, training and experience in a specific field, has the skills necessary to perform a task safely and efficiently.
- .15 **Responsible Person:** A person authorized by the Contractor as their representative to direct the works.
- .16 **Risk:** The possibility that a specific undesirable event may occur, within a given time period or under specific circumstances, and that the event may produce negative effects or consequences.
- .17 **Risk Evaluation:** A quantitative estimation of the possibility of a given undesirable event occurring and of its consequences.
- .18 **RTC:** Rail traffic controller. Person responsible for controlling train movements in a given sector.
- .19 **Subcontractor:** Any person to whom the Contractor assigns the execution of work or the supply or manufacturing of materials or equipment.
- .20 **Visitor:** A person authorized to visit the construction site to examine conditions, or to give or gather information, but who is only at the site for a short time. The Contractor shall accompany visitors.
- .21 **WCB:** Workers' Compensation Board of the province where work is being performed.
- .22 **Work Site:** Any place where the Contractor performs tasks as part of the contracted work.
- .23 **Worker:** See employee.

3. GENERAL RULES

.1 Assumptions

.1 These guidelines are based on the following assumptions:

- .1 All accidents and incidents causing loss or injury can be prevented.
- .2 It is possible to eliminate or prevent all risks that may lead to injuries, property damage or loss of time.

.2 Conditions to be Respected by the Contractor

.1 These guidelines require that the following conditions be respected:

- .1 The respect for safety in the performance of work shall be a condition of the contract.
- .2 The Contractor shall be responsible for enforcing and respecting safety rules in the performance of all work covered by the contract.
- .3 It is the Contractor's responsibility to quickly solve any problems related to health and safety at the work site.
- .4 No task, regardless of its urgency, shall be performed unless it can be done in complete safety.

.3 Contractor's Responsibility

.1 Contractors taking part in CN projects shall:

- .1 Take all reasonable steps necessary to ensure the protection of employees, customers, subcontractors, property, and the public.
- .2 Conduct regular work site inspections and act promptly in all situations where there is a risk to safety, health, or the environment.
- .3 Investigate all accidents and incidents having caused or risked causing losses or injury, in order to identify the cause or causes, and immediately take the appropriate corrective action to prevent their recurrence.
- .4 Take all necessary steps to ensure that employees and all persons admitted to the work site and who are under the Contractor's control or who are present at the Contractor's request comply with these safety guidelines and with all codes, regulations, safety programs, and other instructions in effect.
- .5 Give employees proper training so that they can perform their work safely.
- .6 Provide and maintain in good condition all personal and collective protection devices for employees and/or any other safety devices required by CN for the performance of the work.

.4 Site Set-up

.1 Before Entering CN Right-of-Way

.1 Before entering CN right-of-way, Contractors shall:

- .1 Undertake in writing, before commencing any activities whatsoever on the site, to respect these safety guidelines.
- .2 Submit to and have reviewed by CN the Contractor's safety program and those of subcontractors before any activity begins at the site. Authority to commence work will be authorized only once this step has been completed.
- .3 Provide a full-time safety officer at the site for the duration of the work as required by the governing authorities. When a full-time safety officer is not required, the Contractor shall indicate to CN in writing the name of the person responsible for enforcing the safety program at the site as well as his/her alternate.

- .2 Start-Up Meeting
 - .1 Attend a start-up meeting with CN representatives prior to mobilizing on site. The agenda of this meeting shall include as a minimum the following topics:
 - .1 Review of CN policies.
 - .2 Review of Contractors' obligations.
 - .3 Review of Contractors' safety programs.
 - .4 Review and planning of project activities.
 - .5 Ensuring compliance with laws and regulations.
 - .6 Initial briefing session planning.
 - .7 Railway protection planning.
 - .2 Take and submit a copy of the start-up meeting minutes to the CN representatives within ten (10) days of the meeting date.
 - .3 The Contractor shall communicate all information discussed at the meeting to its foremen and others responsible for contract execution, including subcontractors.
- .3 Briefing Session
 - .1 Hold briefing sessions with all people having access to the site.
 - .2 Inform all employees of the safety program and all instructions applicable to the work site, including all emergency procedures and CN safety guidelines.
 - .3 Hold a daily briefing session with all persons engaged in work that may interfere with rail operations. The protecting foreman shall attend these briefings. Procedures for protection against rail traffic shall be reviewed.
 - .4 The agenda of the initial briefing session shall be reviewed by CN representatives and shall include as a minimum the following topics:
 - .1 Track protection.
 - .2 Policy to prevent workplace alcohol and drug problems.
 - .3 Emergency procedure.
 - .4 First-aid facility.
 - .5 Rescue procedure.
 - .6 Evacuation plan.
 - .7 Any unique site conditions.
 - .8 Discussions regarding CN's "Contractor Safety Package" which explains contractor's orientation regarding contractor safety while working on CN property and outlines CN's safety guidelines for contractors and non-CN personnel.
 - .1 Contractors, their employees and subcontractors must be properly trained and adhere to CN's policies/guidelines while on CN property by completing a contractor orientation course and registering on the contractor completion database.
 - .2 The course and database can be found at the following website: <http://www.contractororientation.com>.
 - .3 The site has twenty-four (24) hour access and the course will take approximately one hour for each person to complete.
 - .4 Cost of registration on the contractor completion database is \$11.00 USD per person and is valid for three year in Canada (one year in the U.S.) after the date of completion.
 - .5 Other information included on the website along with the contractor orientation course is as follows:

- .1 Safety video, "*Consider Yourself One of US!*"
- .2 Annex D, "*Safety Guidelines for Contractor's*" – A more detailed description of CN's safety rules/guidelines, summarized in the video.
- .3 "Guidelines Regarding Access to CN Workplace" - Outlines the necessary requirements for permitting access to CN property and equipment.
- .4 Safety Rule Book - All employees and that of your subcontractors must comply with all safety rules contained in this book while on CN property.
- .5 The successful Contractor will note that the above "*Contractor Safety Package*" is in addition to this section of the specification.
- .6 Upon completion of the course and registration on the database, a "*Course Qualification Card*" verifying completion and a CN approved sticker, "*CN Safety Guidelines for Contractors Sticker*", will be mailed to each individual who has taken the course.
- .7 The card must be kept on their person at all times while on CN property and the sticker must be affixed to their hardhat where it is readily visible.
- .6 The aim of these safety rules/guidelines is to minimize risks in the work environment and ensure compliance.
- .7 The successful Contractor, his employees, and subcontractors must watch the video, read and become familiar with all rules/guidelines noted above and abide by their contents, complete the contractor orientation course, and register in the contractor completion database.
- .5 Use a qualified instructor approved by CN to lead the initial briefing session. The Contractor shall plan the dates, location, participants, etc. for the course in cooperation with the instructor.
- .6 The CN representative shall attend the initial briefing session and may take part in discussions.
- .7 All persons with access to the site shall attend this session and give their personal written commitment to respect the safety programs and site rules.
- .8 No one will be allowed to enter the work site without having attended a briefing session. The Contractor shall organize additional briefing sessions for new employees. These additional sessions shall be identical to the initial briefing session.
- .9 Submit minutes of the initial briefing session along with the list of participants to CN representatives within ten (10) days of said session.
- .4 Job Briefings
 - .1 Prior to commencing work for each shift of duty and as conditions or circumstances change the person in charge will hold a job briefing session for all persons engaged in the activity.
 - .2 The job briefing shall cover all relevant issues with respect to the task being performed and necessary safety precautions which must be taken,

including, but not limited to:

- .1 *Job Basics:*
 - .1 Discuss the sequence of the basic job steps.
 - .2 Review and discuss track protection that will be provided.
 - .3 Check tools and equipment before using them.
 - .4 Point out potential hazards.
 - .5 Ensure that protective equipment is available and used properly.
 - .6 Review emergency procedures including fire safety, emergency communications, and first aid.
- .2 *Work Assignments:*
 - .1 Review responsibilities of each employee.
 - .2 Confirm understanding of instructions.
- .3 *Follow-Up:*
 - .1 Additional briefings shall be held as the situation changes.
- .5 *Work Site Access and Delivery of Materials*
 - .1 Submit your method of controlling access to the site.
 - .2 Admit to the work site only those employees who have attended the initial briefing session.
 - .3 Issue the CN supplied stickers to employees who have received the proper safety training and who are given access to the site.
 - .4 All persons with access to the site shall wear their stickers for identification purposes.
 - .5 Keep an up-to-date register on site of all the personnel who have been issued the identification stickers.
 - .6 The register shall be accessible to CN representatives within twenty-four (24) hours of receiving such a request.
 - .7 The Contractor shall accompany all visitors at all times. The Contractor shall have each visitor read and sign a "Release of Liability and Permit for Invitees".
 - .8 Communicate safety procedures around live railway track to those delivering materials or equipment.
 - .9 The Contractor shall restrict site access to a person who is not respecting the safety standards or a person who has been ordered off the site by CN.
- .6 *Contractor's File*
 - .1 Draw up a list, by company and subcontractor, of the people in charge at the work site indicating their function vis-à-vis the work, the name and address of their employer, and the appropriate telephone numbers (office, fax, cellular, pager, home).
 - .2 Draw up a list of emergency response employees indicating their employers' names and twenty-four (24) hour emergency telephone numbers. The list shall be kept at the work site, at the CN and Contractor's offices, and shall be readily accessible.
 - .3 Maintain a safety file. In particular, this file shall contain:
 - .1 Notices issued by CN.
 - .2 Notices issued by the WCB/CSST, Labour Canada or other authorities.
 - .3 Record of disciplinary actions.
 - .4 Accident statistics.
 - .5 Attendance at work site committee meetings.

- .6 Safety program.
- .7 A report on periodic briefings.
- .8 Engineering, mechanical and other certifications.
- .9 Engineering certifications for fall protection devices if applicable.
- .4 Maintain on file copies of the proper certification for all persons operating vehicles and/or equipment.
- .7 Notices From Public Agencies
 - .1 Immediately advise CN of all notices received from public agencies.
- .8 High-Risk Work
 - .1 Advise CN, in writing, of the means of protection to be used for high-risk work (such as lifting a worker using equipment for lifting materials, changes to equipment, working at heights of greater than 18 metres (approximately 60 feet), working in confined spaces, handling heavy loads, etc.).
 - .2 Submit to CN any changes to a high-risk work procedure included in its safety program prior to implementation.
 - .3 The Contractor shall control access to its work area and identify high-risk areas. CN may identify areas as being high-risk.
- .9 Vehicles
 - .1 Vehicles shall not exceed 15 km/h (9 mph) on CN right-of-way. More restrictive speed limits may be imposed.
 - .2 Do not authorize vehicles to be parked less than 5 metres (approximately 15 feet) from the nearest rail of any track.
 - .3 Vehicles that are parked near rail crossings should be positioned so that workers in the area can still see an approaching train at unprotected crossings.
 - .4 All employees operating hi-rail equipment where track occupation is involved shall be required to obtain CROR training and certification from a CN approved source. The Contractor shall be required to send employees to the CROR rates course before commencing the work.
- .10 Site Maintenance
 - .1 Remove all rubbish and debris from the site as work progresses, as per CN satisfaction.
 - .2 Keep traffic and worker access routes clear of any obstruction. Access routes with openings, construction material, excavated material or equipment must be protected with approved warning devices and/or barricades.
 - .3 Obtain from CN authorization to store equipment or materials on the CN right-of-way. Such storage shall in no way impede railway operations.
- .11 Lighting
 - .1 Provide sufficient lighting in a given work area to allow the safe performance of work.
- .12 Tools, Extension Cords, Hoses
 - .1 Keep all tools, extension cords and hoses in good condition with a ground or double insulation. Extension cords and hoses shall be protected or hung at least 2.4 metres (approximately 8 feet) above the work area. Extension cords not in use shall be unplugged from the power source.
- .13 Compressed Air
 - .1 Keep all compressed air hoses secured to prevent accidental disconnection from air lines. All hoses must be secured regardless of diameter or air pressure used.

- .14 Compressed Gas
- .1 Keep all cylinders stored in a well-ventilated area. Cylinders shall be restrained and in an upright position when in use. Caps shall be used when cylinders are stored and transported and cylinders shall be secured to the vehicle when in transport. Oxidizing agents shall not be stored with fuels.
 - .2 Keep cylinders adequately protected from vandalism by a proven method.
- .15 Smoking in the Workplace
- .1 Smoking is not permitted indoors or in any CN vehicle.
- .16 Firearms
- .1 Firearms are strictly prohibited on CN property except where Contractors are given written authorization in association with their work.
- .17 Explosives
- .1 No explosives will be permitted on CN property without written CN approval.
- .5 Personal Protective Equipment
- .1 Site Access
- .1 Persons having access to the work site and CN property shall at all times wear the following CSA approved safety equipment:
 - .1 Protective headwear must meet or exceed the standards set out in CSA Z94.1-05, type 1 (Class E) as amended February 2005 and ANSI Z89.1 1986. Reflectorized tape, i.e. dielectric, shall be applied to both sides and back of headwear.
 - .2 Protective footwear must meet or exceed the standards set out in CSA Z 195 or ANSI Z 41.1, shall cover and support the ankle and have a defined heel a minimum of 9 mm (3/8 inch), and shall not exceed 25 mm (1 inch). Boots must cover and support the ankle and be equipped with laces which must be laced to the top and tied.
 - .3 Eye and/or face protection must meet or exceed the standards set out in CSA Z 94.3 or ANSI Z 87.1. Eyewear must be equipped with side shields. Equipment operators must wear protective eyewear at all times when the cab they are occupying is not fully enclosed or windows are opened. The wearing of protective glasses does not remove the obligation to wear face shields, welding glasses with filters, welder's masks, etc., when the instructions and rules or nature of the work require the wearing of such equipment to protect the eyes and face.
 - .4 High visibility apparel must meet or exceed the standards set out in CSA Z96.02 or ANSI / ISEA Z107-1999 class 2. The standard reflectorized apparel must offer a high level of visibility, day and night, with two (2) vertical strips on the front, an "X" on the back and a horizontal strip along the bottom of the vest. It must be properly fastened and closed around the body.
 - .2 Visitors, delivery workers, suppliers, sales representatives and all other persons without access stickers shall also wear personal protective equipment. It is the Contractor's responsibility to ensure that personal protective equipment is used.
- .2 Standards and Certification
- .1 Personal protective equipment shall:
 - .1 Be Canadian Standards Association (CSA) approved.

- .2 Ensure protection against the hazard for which it is designed.
- .3 Not in itself constitute a hazard.
- .4 Be worn and adjusted in accordance with the manufacturer's instructions.
- .2 Personal protective equipment provided by the Contractor shall be maintained, inspected and checked by a qualified person in accordance with the manufacturer's instructions.
- .3 Potential Danger Zones
 - .1 Use signs to identify potential danger zones where special protection equipment must be used to ensure personal safety.
 - .2 Hearing protection, face shields, respiratory protection, lifejackets, fall protection equipment and all other special protection devices shall be used where signs are posted or when a potential hazard exists.
- .4 Respiratory Protection
 - .1 Respirators shall be worn in compliance with regulations wherever there is a risk of exposure to an airborne hazard or an oxygen deficient atmosphere.
 - .2 Respiratory protection equipment shall be selected, fitted, used and maintained in accordance with the standards set out in the most recent CSA standard Z94.4 - *Selection, Use and Care of Respirators*.
 - .3 Compressed breathing air shall comply with the most recent CSA standard CAN3-Z180.1 - *Compressed Breathing Air and Systems*.
 - .4 Employees shall be trained in the use and maintenance of such equipment.
- .5 Clothing
 - .1 Employees shall be suitably dressed to perform their duties safely. The following shall be considered the minimum requirements in this respect:
 - .1 Pants or trousers shall be ankle length. Flared, loose or torn cuffs shall be tied or secured to prevent catching in machinery or on equipment.
 - .2 Shirts shall cover the torso and have at least 1/4-length sleeves. Loose or torn sleeves shall be tied or secured to prevent catching in machinery or on equipment.
 - .3 Long hair shall be secured with a hairnet or appropriate headgear wherever there is a danger of entanglement in machinery or equipment.
 - .4 Facial hair shall be of a style not posing a danger of entanglement in machinery or equipment and allowing full use of personal protective equipment.
 - .5 Neckwear, wristwatches, and jewellery shall be of a style that does not pose a hazard of catching on machinery or equipment.
 - .6 Clothing must suit the weather conditions.
 - .7 Clothing of non-synthetic materials shall be worn whenever there is a hazard of sparks or fire and as required by the work.
 - .8 When employees are exposed to the sun for extended periods of time, they shall wear clothing that protects them from sun exposure.
- .6 Emergency and Accident Plans
 - .1 Emergency Procedures
 - .1 Prepare emergency procedures and an evacuation plan for the work site prior to commencing work.

- .2 All persons having access to the work site shall be familiar with the emergency procedures and evacuation plan before being authorized to enter the work site.
 - .3 Keep the following records posted at the work site:
 - .1 Written emergency procedures.
 - .2 List of first-aid attendants.
 - .3 All material safety data sheets.
 - .4 Develop emergency procedures in cooperation with CN. The Contractor shall keep an up-to-date list of emergency numbers, including CN emergency numbers.
 - .5 As part of its emergency procedures, the Contractor shall include immediate notification for CN, including all pertinent details as follows:
 - .1 The location of the emergency (mileage and subdivision).
 - .2 The nature of the emergency.
 - .3 The assistance required.
 - .4 The apparent injuries and condition of the victim(s).
 - .6 Participate and collaborate with CN and all other authorities involved in the planning and in realization of emergency procedure exercises and evacuation exercises implemented by the Contractor, CN, or any other authority. These exercises may be conducted at any time and anywhere at the work site.
- .2 First Aid
- .1 Provide CN with a list of qualified first-aid attendants including those of subcontractors.
 - .2 Provide the appropriate first-aid assistance anytime there are employees working at an isolated workplace.
 - .3 A sufficient number of first-aid kits for the number of employees shall be maintained on site.
 - .4 Maintain proper order and cleanliness of first-aid materials.
- .3 Rescue Procedure
- .1 Provide written rescue procedures to the CN Representative ten (10) days before work is to begin. These procedures shall comply with regulations issued by the governing bodies and any other directive issued by CN.
 - .2 Rescue equipment must be available at the site at all times. Equipment may include but is not limited to:
 - .1 System for raising an employee who has fallen.
 - .2 Water rescue system.
 - .3 System for recovering an employee from a confined space.
- .4 Emergency Transportation
- .1 Before commencement of work at site, arrange for adequate emergency transportation in the event an injury occurs at the work site.
- .5 Fire Prevention
- .1 Supply, at each work site, a sufficient number of type ABC regulation fire extinguishers to provide reasonable protection as dictated by work activity.
 - .2 All employees shall be familiar with the use of fire extinguishers.
 - .3 Maintain a register of fire extinguisher inspections as well as the location of extinguishers at the work site.
 - .4 Submit to CN the fire protection procedure for work on or about creosote treated timber or under other special conditions as required by CN. This procedure shall be submitted ten (10) days prior to the start of work.

.6 Accident Investigation

- .1 In the event of any serious or fatal accident, notify CN, Labour Canada and the WCB/CSST in writing as soon as possible. The accident scene shall not be disturbed until the investigation has been completed, unless it is necessary to do so in order to avoid exacerbating the injury or to prevent a recurrence of the accident.
- .2 Further to an accident or incident, or at the request of CN, the Contractor shall not disturb the site and shall suspend operations in the specified area of the work site until completion of the investigation or until the situation has been corrected unless it is necessary to do so to prevent the situation from deteriorating or a recurrence of the event.
- .3 Provide CN with a monthly list of work accidents and incidents within ten (10) days following month-end.
- .4 Conduct investigations into accidents and incidents, submit accident and incident reports to the work site committee, and implement the recommendations resulting from such investigations.
- .5 Submit to CN an investigative report for all accidents involving:
 - .1 The death of a worker.
 - .2 An injury that prevents a worker from performing his/her duties for ten (10) or more working days.
 - .3 An injury causing a disability.
 - .4 The fall of an employee attached to a fall protection system.
 - .5 Injuries to several workers that prevent them from working for one (1) working day.
 - .6 An employee losing consciousness as a result of electrical shock.
 - .7 The tipping over of or damage to scaffolds.
 - .8 A fire or an explosion.
 - .9 The need for rescue, resuscitation or any other emergency measures.
 - .10 Property damages of fifty thousand dollars (\$50,000) or more.

4. DRUG AND ALCOHOL POLICY PROCEDURES

- .1 In the performance of all works specified under this contract ensure that all Contractor personnel conform to the following CN policy statement:

“All employees are required to report and remain fit for duty free of the negative effects of alcohol and other drugs. It is prohibited to be on duty or to be in control of a vehicle or equipment while under the influence of alcohol or other drugs, including the after-effects of such use”.
- .1 **Policy Standards:** The Contractor, subcontractors, employees, suppliers, and visitors shall remain free from any adverse effects of alcohol or other drugs and conduct themselves in an appropriate manner while on CN business or premises. The Contractor shall ensure that those having access to the site adhere to the following standards when on CN business or premises, including vehicles and equipment:
 - .1 No use, possession, distribution, offering, or sale of illegal drugs or drug paraphernalia.
 - .2 No use, possession, distribution, offering, or sale of beverage alcohol or any form of alcohol.
 - .3 Responsible use of prescribed and over-the-counter medications.
 - .4 No distribution, offering, or sale of prescription medications.
 - .5 To report for duty and remain during the entire period of duty free of the

negative effects of alcohol and other drugs, including the after effects of such use.

- .2 **Consequences of Violation:** Failure of the Contractor, its employees or subcontractors to meet these standards will be considered a breach of contract.
- .3 **Policy Violation Procedures:** Where the Engineer has reasonable grounds to believe any individual in the employ of the Contractor or a supplier is on duty in an unfit condition or otherwise in violation of the policy, or where during the preliminary phase of an investigation an individual has been identified as being directly involved in the chain of acts or omissions leading up to an accident or incident:
 - .1 The Contractor will be notified.
 - .2 The Contractor will be required to conduct the individual(s) to a safe place.
 - .3 The Contractor will investigate the situation.
 - .4 The Contractor must satisfy CN that there has been no policy breach.
 - .5 If a policy breach has occurred, the individual will not be allowed to continue providing services to CN without permission of a CN official and will be required to adhere to any conditions regarding their return.

5. STOPPAGE OF WORK DUE TO FAILURE TO COMPLY

- .1 Non-compliance with this standard and the applicable regulations will not be tolerated by CN.
- .2 Failure by the Contractor, its employees, or subcontractors to respect established safety guidelines may lead to temporary stoppage of the work, suspension of the employee at fault, closure of the site until the situation is corrected, or removal of the Contractor from the work site.
- .3 Delays resulting from such closings and any resulting penalties shall be charged to the Contractor. The Contractor shall have no recourse against CN with regards to delays resulting from such stoppage of work.
- .4 No extension to the contractual work completion date will be granted as a result of any work stoppage resulting from a safety violation.
- .5 CN will withhold payments to ensure correction of safety violations.

6. EXECUTION OF SAFETY COMPLIANCE

- .1 The Contractor is responsible for ensuring compliance with all safety rules, standards, and regulations in effect.
- .2 *“Ensure compliance”* or any derivative thereof shall mean: Investigating and putting into effect the necessary procedures and mechanisms required to comply with the applicable safety rules, standards, and regulations including broadcasting the necessary information to all those having access to the work site, controlling and supervising all activities to ensure compliance and executing corrective measures resulting from non-compliance of activities.
- .3 Governing bodies, such as the WCB/CSST, Labour Canada, Transport Canada, etc., may intervene with the Contractor. A party may intervene on its own or in association with other governing bodies and/or CN. CN may also ask governing bodies to intervene as required to ensure compliance under their respective jurisdiction. The intervention by the governing body may be in the form of a request for corrective action(s) or stoppage of the work site.

7. SAFETY AND RELATED REQUIREMENTS WHILE ON CN PROPERTY

- .1 The underlying principle with which you must comply while working on Canadian National ("CN") property is:
 - .1 ***"Expect the movement of a train, engine, rail car, or track unit at any time on any track in either direction. Protect yourself and others from the movement of trains, engines, railcars, and track units and do not expect them to stop."***
- .2 Railway personnel will protect or escort the personnel when working where it is impossible to safely escape more than 4 metres (approximately 12 feet) from the nearest rail in restrictive areas. Factors such as train speed, sightlines, noise, weather, bridges, tunnels, rockcuts, etc., must be taken into account. Railway personnel and non-CN personnel are to discuss specifics of the work contemplated. Railway personnel is responsible for deciding if the work requires track protection.
- .3 Instructions
 - .1 Before entering upon CN right-of-way, the Contractor must have all documentation properly executed and available for review by CN personnel at the working site, (i.e. permits, licenses, contract documents, contractor safety approved sticker, and/or waivers).
 - .2 Job briefings must be held at every work site to review the contents of these guidelines and any unique conditions at the site relating to safety.
 - .3 Unless explicitly permitted by CN, no equipment or vehicle may enter upon the operated right-of-way.
 - .4 Unless explicitly permitted by CN, no work shall take place within 8 metres (approximately 25 feet), of the nearest rail except in the presence of a CN protecting foreman. The protecting foreman is concerned only with the safe movement of trains and will not be responsible for the safety of the Contractor, the Contractor's personnel, or the Contractor's equipment.
 - .5 Equipment operating within 8 metres (approximately 25 feet), of the nearest rail must come to a complete stop prior to the passage of engines, railcars, or track units and remain stopped until authorization has been received by the protecting foreman.
 - .6 No vehicles or heavy equipment are to be situated or moved into the immediate track area within 5 metres (approximately 15 feet), from the nearest rail when a train is passing unless specifically permitted.
 - .7 Upon the passage of a train, Contractor's personnel shall stand no closer than 6 metres (approximately 20 feet), from any switch stand and, if possible, on the opposite side of the track.
 - .8 Contractor's personnel shall not crawl under, climb over or pass through standing railway equipment.
 - .9 Contractor's personnel shall not cross a track within 8 metres (approximately 25 feet) of standing railway equipment.
 - .10 CN has many power and/or communication cables buried within the CN right-of-way. The Contractor shall be sure of their location before making any excavation, driving stakes or otherwise penetrating the ground surface.
 - .11 In accordance with CN's safety standards, Contractor's personnel must wear CN required personal protective equipment at all times while on CN right-of-way. Such equipment will include hard hats, safety footwear, safety glasses and reflective apparel. Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists.
 - .12 No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.

- .13 "Hi-rail" equipment shall only be operated on the track by personnel qualified in the latest version of the "Canadian Rail Operating Rules".
- .14 Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
- .15 Contractor's personnel shall immediately abide by instructions from CN personnel.
- .16 Metal measuring tapes or other metal appliances are not to come in contact with the rail of any tracks.
- .17 There will be no interference with the safe movement of trains. Any object waived violently by anyone on or near the track is a signal for trains to stop.
- .18 Walking or stepping on a rail, switch, guardrail, interlocking machinery or connection is prohibited. Remotely controlled power switches and switch heaters may be activated at any time. Extreme caution must be used when in the area of these devices.
- .19 Vehicles must stop prior to crossing tracks in yards and observe for approaching movements on track.
- .20 If an emergency occurs, CN Police can be contacted at **1.800.465.9239**. As an alternate only, contact can be made at CN's Network Operation Centre in Edmonton at **1.800.661.3963**.
- .21 In addition to provincial regulations, seat belts must be worn at all times while in or operating vehicles on CN property.

8. RAIL TRAFFIC PROTECTION

- .1 Note that part of the work shall be carried out adjacent to the Railway's operating tracks.
- .2 Up to 20 trains may be operated during any twenty-four (24) hour period.
- .3 The Railway will provide a protecting foreman for the protection of the Railway's plant and equipment.
- .4 Construction operations shall be carried out without interfering with the continued safe movement of rail traffic.
 - .1 Bear all cost of train delays and cost of repairs to any rail, ties and ballast required as result of damage caused by the operation.
- .5 Give the Engineer seventy-two (72) hours notice of the hours within which work is to be carried out in order that protection may be provided. Time wasted unnecessarily by the Railway personnel due to the Contractor, will be charged against the Contractor.
- .6 General
 - .1 CN reserves the right to prohibit or halt, without prior notice, any of the Contractor's work which may have repercussions on rail operations that has not been coordinated with CN personnel.
 - .2 Protection against Railway traffic shall be in accordance with the Canadian Rail Operating Rules (CROR). Contractors shall comply with these rules.
 - .3 Workers or visitors shall be made aware of safety procedures to follow when being near a railway track.
 - .4 Do not unnecessarily interfere with the movement of trains.
 - .5 Do not tamper with, modify or remove CN plant, signal, structure, equipment or property of any kind.
- .7 Restriction for Working On or Adjacent to Railway's Tracks
 - .1 Do not work within 8 metres (approximately 25 feet) of the nearest rail of any railway track unless explicitly permitted by CN.

- .2 Where work is to be performed less than 8 metres (approximately 25 feet) from the nearest rail or where otherwise deemed necessary by the Railway, CN will assign a protecting foreman for protection of the Railway's operation.
 - .3 Depending on the nature and extent of the work, CN will assign CN employees to assist the protecting foreman in his duties. CN will determine the number of designated employees required.
 - .4 The Contractor shall assign a responsible person to be present at all times to whom CN will issue orders regarding work near the tracks and who will comply immediately with such orders and instruction.
 - .5 Do not commence work involving track protection at the start of each work day or work shift unless authorized by CN.
 - .6 Do not continue or resume site work outside of daily hours unless approved by the Engineer.
 - .7 No equipment, worker or visitor shall access a CN Railway track or a CN structure without CN authorization and the assistance of a CN protecting foreman.
 - .8 No vehicles or machinery shall cross tracks anywhere other than a level crossing unless special precautions are taken with CN authorization.
 - .9 Do not crawl under, climb over or pass between standing rail equipment.
 - .10 Do not cross a track within 8 metres (approximately 25 feet) of standing rail equipment.
 - .11 Do not walk or step on rails, switches, guardrails, interlocking machinery or connections.
 - .12 Do not allow metal tool or other conductors that may interfere with the signal system to come into contact with two rails of the same track or adjacent tracks. Moreover, no metal tool or other conductor shall come into contact with rails and the steel of a bridge. Note: The Contractor shall be held liable for any damages thus caused to the CN signal system as well as consequential damages.
- .8 Protection Against Railway's Traffic Procedure
- .1 CN Protecting Foreman Duties
 - .1 The protecting foreman shall have a thorough understanding of the nature of work to be done and the requirement for protection.
 - .2 The protecting foreman will arrange for appropriate protection with the RTC.
 - .3 The protecting foreman shall hold a track protection briefing to inform the responsible person of the protection provided.
 - .4 The protecting foreman will handle all communication with train traffic and the RTC.
 - .5 The protecting foreman will notify the responsible person of the approaching trains.
 - .6 The protecting foreman or a CN representative will immediately remove from the work site anyone failing to comply with the safety and the track protection procedures.
 - .2 Contractor's Responsible Person Duties
 - .1 The Contractor's responsible person shall inform the protecting foreman of the nature of the work, the tracks affected, mileage limits, time limits, etc., and thereby establish the requirements for the protection.
 - .2 The Contractor's responsible person shall ensure that all workers and visitors are made aware of the safety and track protection procedures.
 - .3 The Contractor's responsible person shall develop a communication chain and arrange groups of workers in the most practical manner possible, depending on the nature of the work, for the "Clearing of the

- Track*”.
- .4 The Contractor’s responsible person is responsible for safely expediting the “*Clearing of the Track*” so as not to cause any delays to passing trains.
 - .5 The Contractor’s responsible person shall immediately notify all employees to “*Clearing of the Track*”. When all employees are “*Clear of the Track*”, the Contractor’s responsible person shall immediately inform the protecting foreman. Once the CN protecting foreman has been informed that all employees are “*Clear of the Track*”, the Contractor shall remain clear for the safe operation of trains. The Contractor shall not resume work until notified by the CN protecting foreman that it is safe to do so.
 - .6 The Contractor’s responsible person shall ensure that the track remains clear for the safe operations of trains.
- .3 *Track Protection Briefing*
- .1 The Contractor’s responsible person and the CN protecting foreman shall conduct a track protection briefing at the beginning of the shift or when required by new or unique conditions at the site.
 - .2 The track protection briefing shall address at least the following topics:
 - .1 The nature of the work.
 - .2 The organization of the groups of workers at sites.
 - .3 The type of track protection.
 - .4 The mileage limits of the track protection.
 - .5 The time limit of the track protection.
 - .6 The tracks affected.
 - .7 The procedures for clearing trains.
 - .8 Other safety-related items.
 - .3 The Contractor and the protecting foreman will take written notes of this briefing. The Contractor’s responsible person and the protecting foreman shall sign this document.
 - .4 All persons having access to or near the railway track shall be informed of all topics covered by the track protection briefing.
- .4 *Approaching Train*
- .1 On the approach of a train the protecting foreman will communicate to the Contractor’s responsible person, either by radio or by personal contact, that a train is approaching.
 - .2 After receiving the train information from the protecting foreman, the Contractor’s responsible person shall ensure that all workers, equipment and materials are “*Clear Of The Track*”, then communicate this to the protecting foreman.
 - .3 The protecting foreman will not authorize any trains through the working limits nor authorize cancellation of protection before receiving confirmation that all workers have been alerted, stopped working and the track is clear of workers and machinery.
 - .4 After the train has passed, no one is to foul the track until the protecting foreman has given the authorization. Authorization will be communicated to the Contractor’s responsible person.
- .5 *Clear Of The Track*
- .1 To be “*Clear of the Tracks*” or “*Clearing of the Tracks*” means that all workers, equipment and material are in a location 5 metres (approximately 15 feet) from the track which will allow the safe operation of trains.
 - .2 To be “*Clear of the Track*” shall be defined as:

- .1 All work has been stopped.
- .2 All workers are made aware of the approaching train and route to be followed.
- .3 All workers, equipment and material have been positioned beyond the clearance limits or at any other location deemed safe by CN. (Generally at least 5 metres, approximately 15 feet, from the nearest rail of the track on which the train is to pass with additional allowances for curvature and super elevation).
- .4 All off-track equipment by special approval less than 5 metres (approximately 15 feet) of the nearest rail has stopped working and operators have left their equipment.
- .5 All off-track equipment more than 5 metres (approximately 15 feet) from the nearest rail has stopped working. Operators may remain in their cabs unless directed otherwise by the Contractor's responsible person.
- .6 All on-track equipment has been moved in the siding or other track as per the protecting foreman's instructions. Operators will leave their equipment unless directed otherwise by the Contractor's responsible person.
- .7 Booms, cranes, or other similar equipment have been immobilized.
- .8 Provided there is no possible way for the worker to become unintentionally foul of a passing train, and at the discretion of the CN supervisor, workers may continue working.

9. TRACK PROTECTION

- .1 At all locations where there is a possibility of trees, rock or other debris falling on the tracks, provide track protection such as timber mats or an approved equivalent in order to prevent possible damage to rail, ties and ballast.
- .2 Prevent excavated material from fouling ballast and subballast.

10. TRACK UNIT OPERATION

- .1 All Contractor's personnel operating track units on CN trackage must be qualified in CROR Rules and CN special instructions and must be current.
- .2 Contractor must provide CN with a list of names of employees qualified with the following breakdown:
 - .1 Current job position of the employee as it relates to Railway operation.
 - .2 Date qualified in CROR and CN special instructions.
 - .3 Date qualified to perform the duties of their job position.
 - .4 Re-qualification date for CROR and CN special instructions.
- .3 Contractor is responsible to arrange for training and re-qualification of employees in CROR rules at their cost and ensure their employees are current.

11. RESTRICTIONS ON CONSTRUCTION OPERATIONS

- .1 In order to ensure the continued safe movement of rail traffic, certain restrictions shall be imposed on the construction operations. Without in any way limiting the generality of the foregoing statement, the following are some of the limitations or restrictions that shall be imposed.
 - .1 Carry out blasting operations only during those times when there is a block on the rail traffic.
 - .2 When mucking, clearing or other operations are being carried out which may endanger the existing track or impede the safe passage of trains, perform such work only during such times as there is a block on the mainline rail traffic.
 - .3 Confine all work activities to daylight hours and do not exceed twelve (12) hours per day unless authorized by the Engineer.
 - .4 All equipment within 8 metres (approximately 25 feet) from the nearest rail must stop working on the approach of a train and remain stopped until the train has passed.
 - .5 Do not work closer than 5 metres (approximately 15 feet) from the nearest rail without the prior consent of the Engineer and only during such times as there is rail traffic protection provided by the Railway.
 - .6 In order to protect the structural integrity of the adjacent track when the existing embankment has been cut, as indicated by typical cut and fill sections, or as directed by the Engineer, backfill and compact the cut excavation immediately.
 - .1 Do not cut the existing embankment more than 10 metres (approximately 30 feet) in advance of backfilling.
 - .2 Backfill and compact all such excavation at the completion of each day's work.

12. BLOCK ON RAIL TRAFFIC

- .1 The Railway recognizes the project will require work to be carried out in the vicinity of the operating tracks of the Railway but it is essential that as close to normal train operations as possible be maintained during the construction period. However, to allow construction operations such as blasting to be carried out economically, the following types of protection against movements of trains can be made available.
- .2 Short Block
 - .1 The Railway may, when required, be able to provide positive protection against train movements for time periods shorter than those covered above.
 - .2 During this block time, no rail traffic shall pass through the construction area except in case of emergency.
 - .3 Generally this train protection is for the construction operations that, in the opinion of the Engineer, have minimal potential to impede rail traffic or damage the main track. The Contractor shall give the Engineer twenty-four (24) hours advance notice when work requiring such a block is to be carried out and shall not commence any work requiring such a block until he has received confirmation from the CN protecting foreman that the block is in effect.

13. CROSSING TRACKS

- .1 Do not cross tracks of the Railway Company with scrapers, bulldozers, trucks, barrows or other mechanical equipment at grade nor place crossing planks except by authority of the Engineer, at locations designated by him. Ensure that both rails of the same tracks are never connected with any conductor of electricity such as steel measuring tapes or metal traction equipment.
- .2 Construct grade level track crossing at a location and to a standard acceptable to the

Engineer. Crossings constructed to a standard less than the following shall be used by equipment only when flagging protection has been provided by Railway personnel.

- .3 The crossing shall:
 - .1 Have a level gradient on either side for a distance of 8 metres (approximately 25 feet) or not less than the maximum length of vehicle using it.
 - .2 Have approach grades not greater than five percent (5%).
 - .3 Have a crossing surface of suitable material extending at least 0.5 metres (approximately 2 feet) beyond the travelled width on both sides measured at right angles to the roadway.
 - .4 Be of an overall safe width suitable for the use intended.
- .4 Equipment capable of crossing in the time available, considering sight distances, may use the crossing without special protection, but must stop 3 metres (approximately 10 feet) short of the nearest rail and ensure that it is safe to cross before doing so. Crawler mounted equipment and all equipment (including lowbed type equipment) which is not capable of safely completing a move across the crossing, within the time determined by the sight lines and train speed, shall use the crossing only when flagging protection has been provided by Railway personnel.
- .5 To minimize fouling the ballast, install filter fabric over the entire ballast section under the crossing planks and approaches.
- .6 Construct, upgrade, and maintain crossings to meet the aforementioned requirements.

14. BARRICADES

- .1 Observe all necessary precautions and provide, erect, and maintain suitable signs, barricades and lights to protect all persons from injury and all vehicles from damage during the progress of the work, all to the approval of the Engineer or any authority having jurisdiction at this location.
- .2 Take precautions to prevent the unauthorized public from using access roads and crossings.
 - .1 Install gates and keep them locked.
- .3 Protect the work in conformity with the contract.

15. CONFINED SPACE WORK

- .1 All work to be performed in tanks, underground vaults, tunnels, trenches, and other confined spaces shall be done in strict compliance with the occupational safety & health regulations of the Canada Labour Code, and the specific job procedures developed for each confined space.
- .2 Provide written procedures for confined space work ten (10) days prior to the start of such work.
- .3 No one shall enter a confined space unless he/she is trained, qualified and authorized to do so. No one shall enter a confined space unless equipped with the prescribed personal protective equipment.

16. ROAD TRAFFIC PROTECTION

- .1 Observe all necessary precautions, and provide, erect, and maintain suitable signs, barricades and lights to protect all persons from injury and all vehicles from damage while work is in progress.

- .2 Submit and obtain approval of your road traffic protection plan from the road authority having jurisdiction at the site ten (10) days before the start of work.
- .3 Submit evidence of approval to CN.
- .4 All employees assigned to install and remove signs, as well as all those working in the vicinity of road traffic shall wear high-visibility vests.

17. LOCKOUT PROCEDURES

- .1 The Contractor shall submit to CN its lockout procedures ten (10) days prior to starting work on equipment, a machine, or a device which must be removed from service for the protection of workers.

18. WORKING AT HEIGHTS

.1 Scaffolding

.1 Regulation

- .1 Scaffolding must comply with the provisions of Section 3 – “*Temporary Structures and Excavations*” of the Occupational Safety and Health Regulations, Part II, Canada Labour Code, as well as any more restrictive directive issued by CN or imposed by provincial law.

.2 Installation Restrictions

- .1 Obtain authorization from CN before erecting scaffolds on a CN structure or near a CN track.
- .2 The scaffolding shall not interfere with safe operation of Railway traffic.
- .3 Scaffolds must be positioned so that minimum clearance for road or other traffic is always provided.

.3 Design

- .1 Design scaffolding in accordance with CSA Standard S269.2, *Access Scaffolding for Construction Purposes*.
- .2 Retain the service of a registered professional engineer experienced in construction scaffolding to design the scaffolding.
- .3 The Contractor shall, if requested, provide to the Engineer a preliminary general arrangement scheme with the following information:
 - .1 Location and spacing of support members.
 - .2 Detailed description of installation procedures including type of equipment and location of equipment used.
 - .3 Theoretical capacity of the scaffolding, i.e., permanent loads (dead loads), permitted additional loads (live loads, wind loads, snow loads, etc.) and permitted loads for cantilevered sections.
 - .4 Safety factors of different components (slings, shackles, etc.) used in the design.
 - .5 Written procedures for use, inspection and removal.
 - .6 Other details requested by the Engineer.
- .4 The information submitted to CN shall be strictly for information purposes only and it shall solely constitute an opportunity for CN to make comments or suggestions regarding performance of the work. The design, construction, and maintenance shall remain the Contractor's responsibility to ensure that it meets all applicable laws and regulations for its intended use.
- .5 All calculations, construction details, shop drawings and erection, assembly and construction methods must be established by or under the direction of the professional engineer engaged by the Contractor and

- must bear the professional engineer's seal and signature.
- .6 Scaffolding must be fully equipped with railings and all openings must be protected. Railings must be designed so as to support the loads applied and prescribed by law.
- .7 Control access to scaffolds at all times so as to prevent trespassing and vandalism.
- .4 Use
- .1 Do not allow the scaffolding to sustain any impact, overloading or other event that could cause the load capacity specified in the plans to be exceeded. In the event such an impact or overload were to occur, the Contractor shall immediately restrict access to the scaffolding, conduct a complete inspection and note the results of the inspection in the register. The Contractor shall submit a certificate of conformity from a professional engineer before placing the scaffolding back into service.
- .2 At all times maintain scaffolds free from accumulations of debris and materials; moreover, accumulations of snow and ice are to be removed from scaffolds.
- .3 In accordance with the Canada Labour Code, Part II, Section 12.10, the Contractor shall provide a fall protection system to: *"A person who works from a temporary structure that is more than 6 metres (approximately 20 feet) above a permanent safe level"*.
- .2 Fall Protection System
- .1 Regulation
- .1 Fall protection must comply with the provisions of Section 12.10 – *"Fall Protection Devices"*, of the Occupational Safety and Health Regulations, Part II, Canada Labour Code, as well as any more restrictive directives issued by CN or imposed by provincial law.
- .2 Protective devices such as guard rails, nets, anchorage for fall protection equipment and vertical and horizontal lifelines shall conform to current regulations.
- .3 Install and use fall protection systems for any work to be performed from an unguarded structure more than 2.4 metres (approximately 8 feet) above the ground, or within the proximity of a potential danger resulting from the fall of an employee, or where use of fall-protection systems is needed according to the law.
- .4 Harness shall meet CSA standard Z259.10 with a lanyard of no more than 1.8 metres (approximately 6 feet) in length equipped with an energy absorber. Belts are not permitted.
- .2 Installation Restrictions
- .1 Obtain authorization from CN before suspending, attaching or erecting fall protection devices on a CN structure or near a CN track.
- .2 Components attached to rail structures must be placed on neoprene pads to prevent damage to the structures.
- .3 Fall protection systems must be positioned so that minimum clearance for CN operations and road and other traffic is always provided.
- .3 Design
- .1 Provide to the Engineer drawings and a written description of all fall protection systems with the following information:
- .1 Written procedures for the safe installation and removal of the fall protection system.
- .2 Written procedures for use and the inspection of the fall protection devices.

- .3 The number of people who can use the system at one time.
- .4 The personal equipment that must be used.
- .5 Type of equipment and location of equipment used.
- .6 The holding strength of anchors.
- .7 The total fall distances and the recommended clearance.
- .8 Other detail requested by the Engineer.
- .2 The information submitted to CN shall be strictly for information purposes only and it shall solely constitute an opportunity for CN to make comments or suggestions regarding performance of the work. The design, construction, and maintenance shall remain the Contractor's responsibility to ensure that it meets all applicable laws and regulations for its intended use.
- .3 All calculations, construction details, shop drawings, and erection, assembly, and construction methods must be established by or under the direction of the professional engineer engaged by the Contractor and must bear the professional engineer's seal and signature.
- .4 Submit this information at least ten (10) days prior to the installation of the fall protection system.
- .4 Use
 - .1 Establish written rescue procedures for each fall protection system to be installed.
 - .2 Employees shall receive adequate training on fall protection and the observance of safety procedures before using the equipment in question or following procedures.
 - .3 When a hi-rail vehicle or other machinery is used on a bridge deck, the Contractor shall use a fall protection system for all employees working on the vehicle platform. No employees shall move alongside the vehicle unless protected by a railing or other fall protection device.
 - .4 Workers shall be authorized to move on the bridge deck without walkways and without fall protection equipment provided that there are no unprotected openings and that they remain between the running rails. However, it is forbidden to work without proper fall protection.
- .5 Working Above Other Employees or the Public
 - .1 When the public or workers are exposed to the risk of falling objects, protective measures shall be planned and implemented, such as prohibiting access to the area or installing adequate overhead protection.
- .3 Cranes and Lifting Devices
 - .1 General
 - .1 The Contractor shall have certificates of conformity and inspection, signed and sealed by a professional engineer and issued within the previous year, for all lifting equipment.
 - .2 Lift capacity shall be clearly indicated on all equipment. If requested, submit these certificates to the CN representative ten (10) days before the equipment arrives on the site.
 - .3 The Contractor shall provide a drawing, signed and sealed by a professional engineer, illustrating the use of cranes, winches, and other lifting devices.
 - .4 When cranes or lifting devices are used on CN structures, ensure that the capacity of the structure is sufficient to safely resist the various load configurations during all phases of construction, including assembly, use, and dismantling. The drawing, signed and sealed by a professional engineer, shall include the following:

- .1 The value of forces transmitted to the structure.
- .2 Details of elements required to transmit those forces to the structure.
- .3 Work procedures to be followed.
- .4 The seal and signature of a professional engineer.
- .5 Indicate the position(s) of crane(s) and location of outriggers relative to the existing structures.
- .6 Obtain authorization from CN before suspending, attaching, or erecting lifting devices on a CN structure or near track.
- .7 Ensure that the maximum loads the structures can support are not to be exceeded and ensure compliance with trackside clearance diagrams.
- .8 Determine the weights of loads to be lifted. Where weights are unknown or cannot be exactly determined by weighing loads, a professional engineer shall determine the weights through calculations.
- .9 Keep a record of inspections for all lifting devices used at the work site. If requested, the Contractor shall make this record accessible to the CN representative within twenty-four (24) hours of such request.
- .10 No loads are to be transported above workers.
- .11 It is forbidden to use a lifting device closer than 10 metres (approximately 30 feet) from the nearest rail of any track without CN authorization and with Railway traffic protection.



CN DESIGN AND CONSTRUCTION
 Operations Building B, 2nd Floor
 10229-127 Avenue
 Edmonton, Alberta T5E 0B9

WORK PERMIT

| | |
|------------------|-------|
| <i>Mile:</i> | _____ |
| <i>Sub:</i> | _____ |
| <i>Location:</i> | _____ |

A: INSTRUCTIONS & PERMIT FEE

Complete the Work Permit as follows:

1. Complete the Applicant Information, Section B, on pages 1 and 2.
2. Initial pages 1 through 14 at the bottom of each page.
3. Complete the Right of Entry Form for Contractors, on pages 7-14.

Return the following (to the above address):

1. Pages 1 through 14 of the completed Work Permit.
2. Proof of Insurance, as per Clause 12 & 13 of the Right of Entry Form, in force and in effect throughout the term of the Work Permit.

The permit fee, in the amount of \$500.00 (plus GST), is due with this application. GST Registration Number 10076 8779 RT0001. Please make cheque payable to "Canadian National Railways."

Upon receipt of the signed documents, CN will provide contact names and numbers to the Applicant to arrange CN flagging and locates.

B: APPLICANT INFORMATION

COMPANY: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

FIELD CONTACT: _____

MOBILE PHONE: _____

EMAIL ADDRESS: _____

1. DESCRIPTION & LOCATION OF WORK (include details of all excavations on/adjacent to CN right-of-way):

WARNING - CN right-of-way contains buried communication, power and fibre optic lines. Cable locates by CN Signals and Communications personnel and implementation of appropriate protective measures are mandatory prior to all excavations.

2. DATE(S) WORK TO BE PERFORMED:

Note: Actual date(s) of work will be dependent upon availability of CN flagging and cable locates / protection.

C: FLAGGING AND CABLE LOCATE / PROTECTION COSTS:

The cost of CN flagging and CN signal locates/protection is the responsibility of the Applicant and will be based on actual time on site, as per the following hourly rates:

| | Outside Company: | | Regulatory Work: | |
|----------------|----------------------|----------------------|-------------------|--------------------|
| Flagging | \$104/regular hour | \$156/ overtime hour | \$70/regular hour | \$95/overtime hour |
| Signal locates | \$94.00/regular hour | \$141/overtime hour | \$72/regular hour | \$92/overtime hour |

5-10 Working days notice required for flagging/signals protection.

- One-half (1/2) hours will be charged as a full hour and will not be prorated.
- A minimum 24 hours notice is required for cancellation of these services.
- Cable locates are valid for thirty (30) days only.
- It is the responsibility of the Applicant to arrange for protection and locates of all other company’s utilities, including Bell Canada (360 Networks) (CALL BEFORE YOU DIG Centre: 1-877-865-6193).

D: SAFETY GUIDELINES FOR CONTRACTORS AND NON CN PERSONNEL

Introduction

The objective of this handbook is to outline CN’s Safety Guidelines for Contractors and non-CN personnel. For the purposes of this document “Contractor” may also apply to individuals on CN property, whether under contract to CN or not.

These guidelines are not to be considered as a substitute for the applicable government regulations. These guidelines are the minimum requirement and must be exceeded where the hazard or government regulations warrant.

It is not possible to deal with every hazard in this one handbook. These guidelines are to be employed in conjunction with Government Acts, Regulations, local Ordinances and good judgment to facilitate the safe completion of the work.

Additional information regarding safe work practices may be included in contract documents and specifications. In the event of a discrepancy between these guidelines and the contract, the contract shall govern.

CN Safety and Health Policy

The Contractor’s attention is drawn to the following excerpts from CN’s “Safety and Health Policy”:

1. Take all reasonable measures to ensure the protection of employees, customers, property, and the general public.
2. Address promptly all environmental and safety concerns.
3. Analyze all accidents or incidents resulting in, or having potential for, loss or injury, and take remedial action promptly to prevent recurrence.
4. Require all persons granted access to Company property to comply with applicable Safety and Loss Control policies, standards, and procedures.
5. Provide employees with appropriate training to enable them to work safely.

6. Contractor's employees or subcontractors performing work within the CN right-of-way must familiarize themselves with CN's Contractor Safety Package, complete a Contractor Orientation Course and must be registered on the Contractor Completion Database which can be found at the following website: <http://www.contractororientation.com>

CN's safety policy is premised on the following:

- To work in a safe manner is a condition of employment;
- All accidents or incidents resulting in loss or injury are preventable;
- It is possible to eliminate or safeguard all operating conditions that may result in injury, property damage, and loss of process;
- Employees will be provided with appropriate training to enable them to work safely;
- Employees and management will work jointly in efforts to promptly resolve and improve safety and health conditions in the workplace;
- No task, no matter how important or urgent, will be done unless it can be done safely.

"Employees at all levels of the organization are empowered to stop operations that constitute a danger to themselves or a fellow employee."

GENERAL RULES AND INFORMATION

"Expect the movement of a train, engine, rail car or track unit at any time, on any track, in either direction. Protect yourself and others from the movement of trains, engines, railcars and track units and do not expect them to stop."

If any situation arises which affects the safe movement of trains, CN must be contacted immediately at:

1-800-465-9239.

Alternatively, contact CN's Operations Management Control Centre in Edmonton at:

1-800-661-3963.

In an emergency, any object waved violently by anyone on or near the track is a signal for trains to stop.

Violation of CN's "Safety and Health Policy" or contravention of these guidelines may result in the immediate removal of the Contractor or the offending personnel from CN property.

Compliance with Government Regulations

Contractors shall follow all applicable Federal, Provincial, and Municipal Acts, Regulations, Laws and Codes, including but not limited to those related to the licensing of workers, occupational health and safety, transportation or handling of dangerous substances, inspection and certification of equipment. As CN is a federally regulated enterprise, Contractors are advised that work undertaken on CN right-of-way may be governed by Federal regulation.

The Contractor shall become familiar with CN's Safety and Health Policy as well as all applicable regulations and shall ensure compliance by workers at the job site. Supplementary instructions may be issued by CN representatives from time to time.

Instructions

1. Before entering upon CN right-of-way, the Contractor must have all documentation properly executed and available for review by CN personnel at the working site. (i.e. Permits, Licenses, Contract Documents and/or Waivers).

2. Periodic briefings must be held at every work site to review the contents of these guidelines and any unique conditions at the site relating to safety.
3. Unless explicitly permitted by CN, no equipment or vehicle may enter upon the operated right-of-way.
4. Unless explicitly permitted by CN, no work shall take place within ten (10) meters of the nearest rail except in the presence of a CN flag person. CN flag persons are concerned only with the safe movement of trains and will not be responsible for the safety of the Contractor, the Contractor's personnel or the Contractor's equipment.
5. Equipment operating within ten (10) meters of the nearest rail must come to a complete stop prior to the passage of engines, railcars, or track units.
6. No vehicle or heavy equipment may be situated or moved closer than four (4) meters from the nearest rail unless a CN flag person has placed a block on train movements.
7. Upon the passage of a train, Contractor's personnel shall stand no closer than six (6) meters from any switch stand and, if possible, on the opposite side of the track.
8. Contractor's personnel shall not crawl under, climb over or pass through standing railway equipment.
9. Contractor's personnel shall not cross a track within six (6) meters of standing railway equipment.
10. CN has many power and/or communication cables buried within the CN right-of-way. The Contractor shall be sure of their location before making any excavation, driving stakes or otherwise penetrating the ground surface.
11. In accordance with CN's safety standards, contractor's personnel must wear CN required personal protective equipment at all times while on CN right-of-way. Such equipment will include hard hats, safety footwear, (protective footwear shall meet or exceed CSA Z195 and/or ANSI 41.1, shall cover and support the ankle and have a defined heel a minimum of 13 mm (1/2 inch) and shall not exceed 25 mm (1 inch), boots must be equipped with laces, which must be laced to the top and tied) safety glasses (prescription glasses shall be governed by the standards set out in CSA Z94.3, or as required in applicable legislation, lenses shall be plastic or polycarbonate and glasses shall be equipped with property fitting side shields conforming to the size and shape of the lenses) and reflective apparel. Contractor's personnel inside company vehicles or work equipment, with the windows open, must wear safety glasses and safety boots at all times. Appropriate clothing shall be worn (pants shall be ankle length and shirts shall cover the torso and have at least ¼ length sleeves). Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists.
12. No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.
13. "Hi-rail" equipment shall only be operated on the track by personnel qualified in the latest version of the "Canadian Rail Operating Rules".
14. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
15. Contractor's personnel shall immediately abide by instructions from CN personnel.

Alcohol and Other Drugs

Contractor's personnel will be bound by the provisions of CN's "Policy On Alcohol And Other Drugs" while on CN property. All employees are required to report and remain fit for duty, free of the negative effects of alcohol and other drugs. It is prohibited to be on duty or to be in control of a vehicle or equipment while under the influence of alcohol or other drugs, including the after-effects of such use.

1. Policy Standards: The Contractor is to ensure that all employees and employees of sub-contractors adhere to the following standards when on CN business or premises:

1. No use, possession, distribution, offering or sale of illegal drugs or drug paraphernalia.
 2. No use, possession, distribution, offering or sale of alcohol.
 3. Responsible use of prescribed and over-the-counter medications.
 4. No trafficking, distribution, offering or sale of prescription medications.
 5. Report fit for duty and remain fit for duty.
2. Policy Violation Procedures: Where a CN representative has reasonable grounds to believe any individual in the employ of the Contractor is on duty in an unfit condition, or where during the preliminary phase of an investigation an individual has been identified as being directly involved in the chain of acts or omissions leading up to an accident or incident:
1. The Contractor will be notified.
 2. The Contractor will be required to conduct the individual(s) to a safe place.
 3. The Contractor will be expected to investigate the situation.
 4. The Contractor must satisfy CN that there was not a policy breach.
 5. The individual(s) will not be allowed to return to any position with CN without the written permission of a CN official and will be required to adhere to any conditions regarding their return.
3. Consequences of Violation: Failure of the Contractor, its employees or sub-contractors to meet these standards will be considered a breach of contract.

Firearms

Firearms on CN property are strictly prohibited except where Contractors are authorized to do so in the performance of duties or those given special permission by an authorized officer.

Explosives

No explosives will be permitted on CN property without written CN approval.

Vehicles

Contractor's vehicles on the site must be in safe operating condition. Operators must observe all site speed limits. Unattended vehicles must not be left running unnecessarily. Where they must be left running, the hand brake must be applied. The operator is responsible for the safety of all passengers and the stability of materials being transported.

Smoking in the Workplace

Smoking is not permitted in any CN interior workplace or motor vehicle.

Security

All vehicles will be parked in a pre-determined area and where required, a designated Contractor entrance shall be used.

Contractor's personnel will proceed directly to the Contractor's work location. Contractor's employees must remain at their designated work site and must not wander about the site.

The Contractor shall not permit persons other than the Contractor's personnel to enter the site without the prior written authority of the CN representative.

Emergency Evacuation Procedures

Prior to commencing work, all Contractor's employees must be familiar with the emergency evacuation plan for that work site. The Contractor shall issue written emergency and rescue procedures to the Contractor's personnel and shall post such procedures on the job site.

Unsafe Conditions or Practices

Contractors shall correct or report any unsafe conditions or practices they observe. All such conditions or practices shall be reported to the CN representative at the work site as soon as practical.

Reporting Accidents / Incidents

All accidents / incidents occurring on CN property, that result in or had the potential of causing serious injury, lost work days, vehicle or property damage must be reported to the CN representative within 24 hours. All such incidents will be fully investigated by the Contractor.

The Contractor shall subsequently provide a written report to CN within seven (7) days detailing the nature of the incident, the cause(s), regulatory authorities notified, and a specific action plan to prevent recurrence.

Treatment of Injured

Contractors shall ensure the following is provided for their personnel as required by CN and in accordance with applicable government regulations:

1. Adequate first-aid supplies and equipment.
2. Qualified personnel to render first-aid treatment.

Personal Identification

When not accompanied by a CN representative, Contractor's personnel shall carry an identification card on their person. Such identification card will be issued by the Contractor and will be of standard business card size (3-1/2" X 2"). It will contain the following information:

1. Contractor's name, address and telephone number,
2. CN representative responsible for the job,
3. Employee's full name and personal identification details (e.g. Driver's License No.)
4. Name of Contractor's representative issuing the card.

Audio and Visual Recording Equipment

Cameras and audio-visual equipment are not permitted on CN property without prior approval.

Summary

In conclusion, CN requires the full cooperation of the Contractor and the Contractor's employees with these guidelines and all other applicable regulations. Should there be any doubt as to the meaning or interpretation of these guidelines, consult with the CN representative responsible for the worksite.

Where any individual(s) in the employment or under the responsibility of the Contractor, or Sub-Contractor, is in violation of CN's safety rules, policies, standards, or procedures, or instructions / direction given by CN personnel, the Contractor shall be assessed a \$5,000 penalty, per incident. This shall result in the immediate removal of the Contractor, and/or the offending personnel from CN property, stoppage of all work within the CN right-of-way, and closure of the site until the situation is corrected. Repeat offences shall result in the Contractor being prohibited from continuing all contract work within the ROW and from working on CN property in the future.

RIGHT OF ENTRY

General Conditions

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) to whose property this Right of Entry relates.
2. This Agreement is entered into as of this _____ day of _____, 20__ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Company Name] _____ ("Company"), having a place of business at [Address] _____
3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to Company and its authorized employees, servants, agents or contractors, authorization and consent to enter upon the property described under Exhibit "A" hereto (the "Railroad property") for the sole purpose described under Schedule "A" hereto. This Right of Entry shall only extend to such actions as are necessary or required to fulfill the purpose described under Schedule "A" hereto.
4. This Right of Entry shall terminate forthwith upon expiration of the term noted in Schedule "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Right of Entry at any time prior to the expiration of the term, upon notice to that effect to the Company, which notice shall be effective forthwith upon receipt by the Company or at such later date indicated by Railroad in the aforesaid notice.
5. The Railroad grants this consent subject to the understanding that Company and its authorized employees, servants, agents or contractors who enter upon Railroad property will:
 - 5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. For the purposes hereof, the following expression shall have the meanings hereinafter noted:

"Applicable Laws" means the applicable and enforceable statutes, regulations, policies, directives, orders, approvals and other legal requirements of an Authority or of the common law in effect from time to time, including, without limitation, those, together with the guidelines of an Authority, relating to the protection, conservation or restoration of the natural environment;

"Authority" means the federal, provincial, municipal, state, county and, generally local governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate, or having a power or right conferred at law or by or under a statute;
 - 5.3. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation eRail Safe, Contractor Orientation (as the case may be).
 - 5.4. Take due precautions against injury and damage to persons or property located upon said Railroad property; and
 - 5.5. Return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Company, and allowing Company a reasonable amount of time to return the Railroad property to the same condition, may do so at Company's sole cost and expense.

Work

6. Any work carried out by Company shall be carried out at those locations described in Exhibit "A" or shown on the Plan attached hereto as Schedule "B" and, as the case may be, in the manner described therein."

7. Company agrees to advise Railroad's representative identified in Schedule "A" hereto (the "Representative") or such other representative designated from time to time by Railroad as to the dates and times when the work will be conducted on Railroad property and to provide him with at least ten (10) working days advance notice before entering upon Railroad property to commence any work or for any other purpose. Company agrees to assume the costs of engineering services, Railroad's Representative's costs and its designee, signal locates, flagman, track labor and all other associated costs incurred by Railroad. Railroad shall, at its option, invoice Company directly for such costs or, if any of those services have been provided by a third party, Railroad may direct such third party to invoice directly Company, in which case Company undertakes and agrees to pay such third party forthwith upon receipt of (i) Railroad's direction to pay such third party; (ii) proper invoice for the relevant services.
The Railroad, its employees, agents or representatives shall have the right to view and inspect any activity or work on Railroad's property. If, in the sole opinion of Railroad, any activity or work is undesirable for any safety-related reason, Railroad shall notify Company, its authorized employees, servants, agents or contractors and if appropriate corrective action is not taken, Railroad shall have the right to terminate this Agreement at once.
8. Railroad shall have the right to restrict Company's activity on Railroad's property in any way that Railroad may deem necessary from time to time to assure normal railroad operations or for safety reasons and, after consultation with Company, shall also have the right to require Company, its authorized employees, servants, agents or contractors to comply with Railroad's instructions and take any safety precautions that Railroad may reasonably deem necessary from time to time. No work shall be performed or equipment located within twenty-five (25) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad, at the Company's expense. ***(exemptions may apply as authorized by system safety dept)***. Said work must be arranged no less than ten (10) business days in advance of starting work.
9. Company shall not suffer or permit any construction lien or similar lien to be filed or registered against Railroad property. If such a lien shall at any time be filed or registered, Company shall forthwith procure its discharge at its sole costs and expenses. Railroad shall have the right, if Company fails to forthwith procure such discharge, to discharge any lien filed or registered at any time against Railroad property, and any amount paid by Railroad in so doing together with all reasonable costs and expenses of Railroad including its legal fees and costs shall be paid to Railroad by Company on demand.

Confidentiality

10. Company covenants and agrees that any information of whatsoever nature (whether such information is written, verbal or otherwise), relating to Railroad, its operations, properties, business, assets, liabilities and financial condition (together with any and all memoranda, notes, reports, documents based upon and relating to such information, all copies and extracts thereof and all studies and data prepared on the basis of such information), is strictly confidential and Company represents and warrants that neither Company nor those for whom it is responsible at law will release the reports or any of the information contained therein (including to any Authority), without the express written consent of Railroad, and Company shall refuse all requests for such reports or information in the absence of Railroad's express written consent, unless compelled to do so by competent judicial or administrative authority and only to the extent that (i) Company gives Railroad timely notice of any proceeding and/or hearing related thereto; and (ii) Company has taken no action that would hinder Railroad from seeking a protective order to prevent such disclosure of its confidential information. Company further undertakes and agrees to share with Railroad, at no cost to Railroad, any and all conclusions, studies, reports or data incorporating, based upon or relying on any such information.

Indemnity

11. Company shall indemnify and hold harmless Railroad from any losses, liens, damages, liability, and expenses ("Damages") incurred by Railroad arising from Company's breach of its obligations or warranties under this Right of Entry; any third party claims associated with or arising under this Right of Entry; or Company's access to Railroad's or Railroad's affiliates' premises. In the event that Railroad has incurred Damages, Railroad shall notify Company and Company shall indemnify Railroad for the Damages and defend and hold harmless Railroad against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of Railroad, which consent shall not be unreasonably withheld

Insurance

12. Company, its contractors or any sub contractors shall each provide and keep in force and effect throughout the term of this Right of Entry such insurance, in amounts and for risks as Railroad may prescribe from time to time including, if applicable, the kinds and minimum amounts of insurance set out under Schedule "C" – "General requirements".
13. If Company, its contractors or any subcontractors shall perform subsurface work, Company, its contractors or any subcontractors shall also provide and keep in force and effect throughout the term of this Right of Entry the additional insurance specified under Schedule "C" – "Sub-Contractor Insurance Coverage".

The Company, its contractors or any subcontractors will not enter Railroad property without having obtained a certificate certifying that they have obtained all of the insurance coverage required hereunder. The Railroad may at any time require the Company to furnish said certificate and failure to so may result in removal from Railroad property, cancellation of agreement and other consequences including without limiting damages or consequential losses resulting from the non-completion of the work, as Railroad may determine. Said insurance shall state that no material changes will be made to the policies unless Railroad is given a prior written notice of thirty (30) days before such change or cancellation. Any insurance coverage required under the terms and conditions of this contract shall in no manner restrict or limit the liabilities assumed by Company nor shall they release Company from any of its obligations under this contract.

Exceptions

14. Any exception or variation to the terms and conditions of this Right of Entry shall be specifically identified in Schedule "A" hereto. No such exception or variation shall be binding upon Railroad unless Schedule "A" is properly initialed by Railroad's duly authorized representative(s).

Miscellaneous

15. Company shall not have the right to transfer and/or assign this Right of Entry or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.
16. All notices provided for under this Right of Entry shall be in writing and sent by pre-paid registered mail, fax or hand-delivered to the other party at the addresses herein first noted or at such other address as either party may notify the other from time to time.
Such notices, if given by mail, shall be deemed to have been received on the third business day following the postage thereof; if by fax or hand delivery, at the date and time the fax is sent or the hand delivery is made.
17. Either party's exercise or failure to exercise any rights under this Agreement shall not relieve the other party of any responsibility under this Agreement.
18. In the event of conflict between the terms hereof and the terms of any other agreement between Railroad and Company, the most stringent standards and conditions shall govern.
19. This Right of Entry shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Schedule "A" hereto.

The parties have executed this Agreement this _____ day of _____ 20____.

RAILROAD

(Sign) _____

SARA LOVEGROVE
Utilities Coordinator

COMPANY

SIGNED: _____

Print Name: _____

Title: _____

APPLICANT'S INITIALS _____

SCHEDULE A

Railroad Property

Limited Access Purpose

For the limited purpose of: _____

Term

A term of _____ [number of days / months / years], beginning on [commencement date] _____ and terminating on _____ [termination date], unless sooner terminated as provided hereunder.

Insurance

| | |
|---|--------------------------|
| General Requirements | None required |
| (Relief from Insurance Requirements requires prior approval from CN Law Department) | <input type="checkbox"/> |
| Sub-Contractor Insurance Coverage | Required |
| | <input type="checkbox"/> |

**Exceptions/
Variations**

(Variation in insurance coverage requires prior approval from Risk Management Department)

Representative
(name and address)

SCHEDULE B

(Appended hereto)

Schedule C

General Requirements

(a) Commercial General Liability insurance in an amount of no less than ten million dollars (\$10,000,000), or such other amounts as Railroad may reasonably require from time to time, combined single limit for bodily/personal injury including death and/or damage to or destruction of property (including loss of use) caused by an accident or an occurrence and also including contingent employers liability, products and completed operations coverage, non-owned automobile liability and contractual liability endorsement specifically granting coverage for all liability assumed under this agreement. This insurance shall name Railroad as additional insured and shall contain cross liability clause and shall specifically include liability for operations within or around railroads and railway tracks; and

[Include (b) only for parties performing work]

(b) To the extent Company carries out work on its own behalf or on behalf of Railroad, it shall provide and cause its contractors or its subcontractors to provide and keep in force and effect throughout the term of this Right of Entry, in addition to the insurance listed above (which, for greater clarity it shall also cause its contractors and subcontractors to provide and keep in force and effect as aforesaid), the following kinds and minimum amounts of insurance:

- Automobile Liability insurance on all licensed vehicles owned by, hired, leased to or on behalf of the Company's contractor in an amount no less than five million dollars (\$5,000,000) per occurrence.
- Professional Liability insurance to the extent required with limits of not less than \$5,000,000 per claim and a deductible of not more than \$25,000 or for such greater amounts as Railroad may from time to time reasonably require.
- If available in the jurisdiction covered by this Agreement Worker's Compensation insurance in amounts not less than the statutory limits and Employer's Liability in an amount no less than five million dollars (\$5,000,000).
- All Risk Builders Risk Insurance

All risks contractor's equipment insurance covering construction machinery and equipment used by the Sub-Contractor for the performance of the Work, as well as any structures being built or assembled, shall be in a form acceptable to the Contractor and Railroad and shall not allow subrogation claims by the Insurers against the Contractor and Railroad. The policies shall be endorsed to provide the Contractor with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.

[Include following only if party is performing sub-surface work]

Additional Insurance Requirements for Sub-Surface Work

(a) Expanded Commercial General Liability Insurance:

The policy is to have a minimum limit of liability of \$5,000,000 and is to contain the following coverages and provisions:

- Personal Injury;
- Broad Form Property Damage;
- Occurrence (not claims made) Format;
- Broad Form Contractual Coverage;
- Product and Completed Operations;
- Unlicensed Vehicles on and off premises owned or controlled by the Owner;
- Non-owned Automobile Insurance;
- Cross Liability and Severability of Interest Clause;
- Owners and Contractors Protective Coverage;
- Named Perils Pollution Coverage
- No XCU exclusions; and
 - Hold harmless and waiver of subrogation against the Contracting Authority and Railway;
 - Insurance shall specifically include liability for operations within or around railroads and railway tracks;
- 30 Day Cancellation clause.

(b) Environmental Impairment Liability Insurance

The policy is to have a minimum limit of liability of \$5,000,000 and must contain the following coverage and provisions:

- Third Party Personal and Bodily Injury;
- Property Damage including Third Party Clean-up Costs;
- Defense Costs;
- Covering Gradual Pollution and Sudden and Accidental Events;
- Covering off site Clean-up Costs;
- Extended Discovery Period - up to two years;
- Coverage not "Site-Specific" but rather covers all operations and locations outlined in the Contract Specifications;
- Covering Wastes and Materials to be recycled, stored, reconditioned or decontaminated, on or off premises Owned or Occupied by the Insured;
- Cross Liability and Severability of Interest Clauses;
- Contractual Liability;
- 30 day Notice of Cancellation; and
- Blanket Contractors Pollution Coverage

Audio and Visual Recording Equipment

Cameras and audio-visual equipment are not permitted on CN property without prior approval.

Summary

In conclusion, CN requires the full cooperation of the Contractor and the Contractor's employees with these guidelines and all other applicable regulations. Should there be any doubt as to the meaning or interpretation of these guidelines, consult with the CN representative responsible for the worksite.

The undersigned has read and understands these CN "*Safety Guidelines for Contractors and Non-CN Personnel.*"

Name (please print)

Signature

Date