

## **APPENDIX E – CN RAIL SAMPLE WORK PERMIT**



CN DESIGN AND CONSTRUCTION  
 Operations Building B, 2<sup>nd</sup> 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:

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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: \_\_\_\_\_

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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)

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**SCHEDULE B**

(Appended hereto)

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## 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.

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

\_\_\_\_\_  
**Name (please print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**