



**DEVELOPMENTAL SPECIFICATIONS
FOR
CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY
(DAKOTA, MINNESOTA, & EASTERN RAILROAD CORPORATION dba CPKC)**

**Effective Date
July 21, 2026**

THE STANDARD SPECIFICATIONS, SERIES 2023, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

23087.01 DESCRIPTION.

This specification applies to projects on the Interstate, Primary, Secondary, and Local Road systems involving construction or maintenance of roadways and structures on Dakota, Minnesota & Eastern Railroad Company dba ~~Canadian Pacific ("CP")~~ CPKC Right-of-way (ROW).

This specification describes the following:

- Requirements when work is within the ROW or properties of CPKC and adjacent to tracks, wire lines, and other facilities.
- Coordination with CPKC when work by the Contractor will be performed upon, over, or under the CPKC ROW, or may impact current or future CPKC operations.

The CPKC representatives will be the persons identified by the CPKC Public Works Manager to handle specific tasks related to the project. The attachments specify the contact information for these individuals.

Prior to advertising the project for letting, the Contracting Authority will negotiate and obtain an agreement with CPKC for the work on CPKC ROW. The Contractor will also be required to enter into a Right of Entry agreement with CPKC for the purpose of coordinating Contractor work and CPKC train activities. A copy of this agreement is attached as DS-23087, Attachment A.

Contractor shall provide physical barriers approved by CPKC to protect track and ballast from damage and contamination when Contractor's equipment is operating within 50 feet from nearest rail.

23087.02 REQUESTS FOR INFORMATION.

Requests for information involving work within CPKC ROW shall be in accordance with the procedures listed in the contract documents. Requests shall be submitted to the Engineer. Engineer will forward the request to CPKC as necessary.

23087.03 CONSTRUCTION AND AS-BUILT SUBMITTALS.

- A. Submittals are required for construction materials and procedures as outlined below. Submittals shall include all review comments from the Engineer. Design submittals shall be stamped and signed by a Professional Engineer registered in the State of Iowa.

- B. The tables below provide CPKC's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in the contract documents. The minimum review times indicated below represent CPKC's requirements only. Contractor shall allow additional time for CPKC's review time as stated elsewhere in the contract documents.

For this specification the following definitions shall apply:

- Overpass: when the roadway bridges over the railroad.
- Underpass: when the roadway crosses under the railroad.

- C. Submittals will be made by the Engineer to CPKC. Items in Table DS-23087.04-1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table DS-23087.04-2 shall be submitted for underpass projects only.

Prior to or during construction of underpass structures, CPKC requires the review and approval of drawings, reports, test data, and material data sheets to determine compliance with the specifications. Product information for items noted in Table DS-23087.04-2 shall be submitted to CPKC through the Engineer for their review and approval. The signed submittal and the Engineer's review comments will be reviewed and approved by CPKC. Review of the submittals by CPKC will not be conducted until after review by the Engineer.

Table DS-23087.04-1: Review Sets and Minimum Time for Review

Description	Sets Required	CPKC's Minimum Review Time
Shoring design and details	2	4 weeks
Falsework design and details	2	4 weeks
Drainage design provisions	2	4 weeks
Erection diagrams and sequence	2	4 weeks
Demolition diagram and sequence	2	4 weeks

Table DS-23087.04-2: Sets Required

Description	Sets Required	Notes
Shop drawings	4	Steel and Concrete members
Bearings	4	For entire structures
Concrete Mix Designs	4	For entire structures
Rebar & Strand certifications	4	For superstructure only
28 day concrete strength	4	For superstructure only
Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness.
Welding Procedures and Welder Certification	4	AWS requirements
Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings.
Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D 1557.

D. As-Built Records will be submitted to CPKC within 1 year of completion of the structures. These records shall consist of the following items:

1. Overpass Projects:

- Electronic files of all structure design drawings with as-constructed modifications shown in Auto-Cad Civil 3D or Acrobat .PDF format.
- Hard copies of all structure design drawings with as-constructed modifications shown.

2. Underpass Projects:

- Electronic files of all structure design drawings with as-constructed modifications shown, in Auto-Cad Civil 3D or Acrobat .PDF format.
- Hard copies of all structure design drawings with as-constructed modifications shown.
- Final approved copies of shop drawings for concrete and steel members.
- Foundation Construction Reports
- Compaction testing reports for backfill at abutments

23087.04 SITE INSPECTIONS BY CPKC.

Site inspections may be performed by CPKC at any point during construction, including but not limited to the following:

- Preconstruction meetings
- Pile driving, drilling of caissons or drilled shafts
- Reinforcement & concrete placement for railroad bridge substructure or superstructure
- Erection of precast concrete or steel bridge superstructure
- Placement of waterproofing (prior to placing ballast on bridge deck)
- Completion of the bridge structure

A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Engineer for submittal to CPKC for review and approval prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

23087.05 CPKC REPRESENTATIVES.

CPKC representatives will be provided at the expense of the Contractor to protect CPKC facilities, property, and movements of its trains or engines. CPKC may, at the Contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel.

In general, CPKC will furnish such personnel or other protective services as follows:

- Flagging protection will be required during any operation involving direct and potential interference with CPKC 's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within 50 feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CPKC deems protective services necessary, which may include work on or off CPKC's property more than 50 feet from the nearest centerline of a railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within 50 feet of any track.
- For any excavation below elevation of track subgrade if, in the opinion of CPKC, track or other CPKC facilities may be subject to settlement or movement.
- During any clearing, grubbing, excavation, or grading, or other construction activity in proximity to CPKC facilities, which, in the opinion of CPKC, may endanger CPKC facilities or operations.
- During the Contractor's operations when, in the opinion of CPKC, CPKC facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- Contractor shall arrange with CPKC to provide the adequate number of flag persons to accomplish the work.

Contractor shall be required to pay CPKC in advance for the cost of personnel or other protective services. Prepayment will be based on the Contractor's estimated time for needing protective services, and if that prepayment will be exhausted prior to the expiration of the contractor's need for protective services, additional prepayment funds will be needed to cover the new projected completion of the project.

In the event CPKC is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), Contractor shall not perform the said operation or work until such time and date(s) that appropriate CPKC services can be made available. CPKC shall not be liable for any delay or increased costs incurred by Contractor owing to CPKC's inability or failure to have appropriate CPKC services available at the time or on the date requested.

23087.06 INSURANCE.

Before the contract is awarded, Contractor shall submit to the Department a certificate of insurance evidencing the coverage. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (including project number). Policies shall provide no less than 30 calendar days prior written notice to Contracting Authority and Railroad of cancellation or material change in policies. Following award of the Contract, Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Contracting Authority (if other than the Department), and a certified, true, and complete copy of policy or policies to the Contracting Authority and Railroad. Upon request from either the Contracting Authority or Railroad, a certified duplicate original of any required certificate or policy shall be furnished at no cost to the Contracting Authority or Railroad.

Insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from CPKC's property and cleans the premises in a manner reasonably satisfactory to CPKC.

If the Contractor uses a subcontractor(s), the Contractor shall provide the required insurances and shall provide either: equivalent to that described herein or (ii) obtain endorsements to the required policies naming the subcontractor(s) as additional insured parties.

A. Commercial General Liability Insurance.

Commercial general liability (CGL) (occurrence based) with a combined single limit of not less than \$10,000,000.00 each occurrence. CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy shall also contain the following endorsement, which shall be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Dakota, Minnesota & Eastern Railroad Corporation Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. Business Automobile Coverage Insurance.

Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000.00 for each accident; covering owned, non-owned, and hired vehicles engaged in or about the work.

The policy shall contain the following endorsements, which shall be stated on the certificate of insurance:

- Coverage For Certain Operations in Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Dakota, Minnesota & Eastern Railroad Corporation" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90), if required by law.

C. Railroad Protective Liability Insurance.

Railroad protective liability insurance (occurrence form), in the name of the Dakota, Minnesota, & Eastern Railroad Company dba CPKC, with limits of \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate for bodily injury (including death) and property damage.

Contractor shall use the website listed below to acquire Railroad train movement information for the purpose of obtaining Railroad Protective Liability Insurance:

<http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx>

The US DOT Crossing Inventory Number will be located in the project plans. Zero trains per day will be displayed on the crossing inventory report for locations with grade separated crossings or at-grade crossings when there is less than one train per day. In these situations generating a map to find alternative crossing locations may be used to provide the number of trains per day and speed nearest the project location.

D. Workers Compensation and Employers Liability Insurance.

Coverage shall include, but not limited to: Contractor's statutory liability under the workers' compensation laws of the State of Iowa including requirements of any occupational disease law with limits of not less than \$1,000,000.00.

If Contractor is self-insured, evidence of the State of Iowa's approval and excess workers compensation coverage shall be provided. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall contain the following endorsement, which shall be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing CPKC in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

E. Umbrella Insurance.

If Contractor utilizes umbrella policies, these policies shall "follow form" and afford no less coverage than the primary policy. Excess coverage is not allowed.

F. Pollution Liability Insurance.

Pollution liability coverage shall be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$2,000,000.00 per occurrence.

If the scope of work as defined in this contract includes disposal of hazardous or non-hazardous materials from the job site, Contractor shall furnish to CPKC evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000.00 per loss, and an annual aggregate of \$2,000,000.00.

- G.** Policy(ies) required above (except worker's compensation and employers liability) shall include CPKC and its Parents as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to CPKC and its Parents as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for CPKC's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions contained in the specifications.

- H. Punitive damages exclusion, if any, shall be deleted (and the deletion indicated on the certificate of insurance), unless the law governing prohibits all punitive damages that might arise in connection with this contract.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors, and employees. This waiver shall be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this contract.
- K. Insurance policies shall be written by a reputable insurance company acceptable to CPKC or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Iowa.
- L. The fact that insurance is obtained by the Contractor or by CPKC on behalf of the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CPKC from the Contractor or any third party shall not be limited by the amount of the required insurance coverage.

23087.07 ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.

Contractor shall not assign or subcontract the provisions of this specification, or any interest therein, without the written consent of the Engineer. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, they shall, except to the extent prohibited by law; (1) require each subcontractor to include the Contractor and CPKC as "Additional Insureds" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each subcontractor to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each subcontractor to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

23087.08 ADDITIONAL SAFETY REQUIREMENTS.

Personnel employed by the Contractor or subcontractors shall complete the course "CPKC Contractor Security/Safety Course", and be registered prior to working on CPKC property, except that such personnel are not required to execute the Right of Entry form for contractors, it being understood that all contractors or subcontractors shall instead execute the Right of Entry Agreement attached to this specification. The CPKC orientation course is available at: www.contractororientation.com. This course shall be completed annually.

CPKC has exempted from this requirement those it classifies as "Delivery Persons" from this training, such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

Contractor shall require its employees to be suitably dressed to perform their duties safely. Contractor shall require workers to wear personal protective equipment as specified by CPKC rules and regulations. All personal protective equipment will be of safe design and construction for the work to be performed and shall be maintained in a sanitary and reliable condition. Protective equipment shall include, but not be limited to the following PPE listed below that meet the U.S. ANSI standards (American National Standards Institute):

- Eye and face protection ANSI Z 87.1
- Head protection ANSI Z 89.1

- Foot protection ANSI Z 41.1
- High Visibility apparel ANSI / ISEA Z 107

Additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; and hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Only waist length shirts with sleeves and trousers covering the entire leg shall be worn. Flare-legged trouser bottoms shall be tied to prevent catching.

CPKC requires that the Contractor provide their personnel with the proper training, and that the Contractor's personnel are provided with 1) a sticker to be affixed visibly on their hard hat and 2) a qualification card so that CPKC employees know that the Contractor's personnel are familiar with CPKC safety practices and proof of having successfully completed the "CPKC Contractor Security/Safety Course" course. If a Contractor's employee does not have the sticker and qualification card, that Contractor employee will not be allowed on CPKC property.

Heavy equipment operating within CPKC ROW shall be equipped with audible back-up warning devices. If in the opinion of CPKC the Contractor's equipment is unsafe for use on CPKC P's ROW, the Contractor shall remove such equipment from the CPKC ROW.

Contractor shall promptly notify CPKC of any U.S. OSHA reportable injuries occurring to any employee that arises during the work performed on the work site within CPKC ROW.

If at any time the Engineer or CPKC is of the opinion that any work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, or in violation of any applicable safety rule, the Engineer may suspend the work until proper protective measures are adopted and provided. In addition, if CPKC has a reasonable, good faith belief that the Contractor is engaging, or is about to engage, in any activity that poses a substantial risk of causing great bodily injury or death to any person, or significant property damage, CPKC may suspend the work of the Contractor and shall as soon as possible thereafter contact the Engineer to review the circumstances of the work stoppage. CPKC shall thereafter abide by the decision of the Engineer as to the necessity of the work stoppage.

23087.09 SAFETY MEASURES-PROTECTION OF OPERATIONS.

Contractor shall perform work in a safe manner and in conformity with the following standards:

A. Explosives.

Contractor shall not discharge any explosives on or in the vicinity of CPKC's property without the prior consent of CPKC, which shall not be given if, in the sole discretion of CPKC, such discharge would be dangerous or would interfere with CPKC's property or facilities. For the purposes hereof, the "vicinity of CPKC's property" shall be deemed to be any place on CPKC's property or in such close proximity to CPKC 's property that the discharge of explosives could cause injury to CPKC's employees or other persons, or cause damage to or interference with the facilities or operations on CPKC's property. CPKC reserves the right to impose limitations on the transportation, handling, storage, security, and use of explosives as CPKC, in CPKC 's sole discretion, may deem to be necessary, desirable, or appropriate. In addition to any limitations as may be specifically imposed:

1. Contractor shall provide no less than 48 hours written notice, excluding weekends and holidays, before discharging any explosives.
2. Explosives loaded in holes, placed or otherwise readied for discharge, shall be discharged the same day during daylight hours, and at mutually acceptable times.
3. Contractor, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction, or interference arising out of or connected with any blasting or any transportation, handling, storage, security, or use of explosives.

B. Obstructions to View.

Except as otherwise provided herein, Contractor shall not cause or permit the view along the tracks of CPKC to be obstructed, nor place any combustible material on the crossing area, nor erect any structures thereon except as allowed by the contract documents.

C. Excavation.

Contractor shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, impair, or endanger the clearance between existing or new slopes and the tracks of CPKC. Contractor shall not perform any work that may disturb the stability of any area or adversely affect CPKC's tracks or facilities. Contractor, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation or trenching performed by them in connection with construction, maintenance, or other work. Shoring and cribbing shall be constructed and maintained with materials and in a manner approved by CPKC to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by CPKC's operations in the vicinity.

D. Drainage.

Contractor, at its expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water to flow or collect upon property of CPKC that may adversely affect any of CPKC's operations, equipment or any third parties with permitted facilities on CPKC's ROW. Contractor, at its own expense, shall provide adequate passageway for the waters of any streams, bodies of water, and drainage facilities (either natural or artificial, and including water from CPKC's culverts and drainage facilities), so that said waters may not, because of any facilities or work of the Contractor, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of CPKC or any part thereof, or property of others. Contractor shall not obstruct or interfere with existing ditches or drainage facilities.

E. Clearances.

Contractor shall provide a minimum vertical clearance of 22.0 feet above top of rails and a minimum lateral clearance of 12 feet to the closest rail of track nearest temporary construction falsework. No materials, supplies, or equipment will be stored within 50 feet from the centerline of any railroad track, measured at right angles thereto.

Proposed changes to the specified minimum clearances shall be submitted in writing to CPKC, through the Engineer, at least 30 calendar days in advance of the work. No work shall commence until the Engineer receives concurrence, in writing, from CPKC that approval is given and that arrangements have been made for flagging service, as may be necessary. CPKC will have 15 calendar days to respond to the request.

F. Demolition of Existing Structures.

Contractor shall submit demolition plans to the Engineer for review and approval. The Engineer will forward such plans to CPKC as identified in the project agreement for CPKC to review and approve. Demolition performed over or near CPKC track will require proper protective shielding or other measures (as identified on the plans) as maybe required by CPKC, and the Contractor shall be required provide signed plans, signed by a Professional Engineer licensed in the State of Iowa, and schedule for review and approval by CPKC. Such protective shielding or measures shall be designed for immediate removal by Contractor whenever instructed to do so by CPKC. Demolition shall not be undertaken until CPKC has advised Engineer of its approval of the plans and schedule, and the Contractor has received the Engineer's and CPKC's written approval of such demolition plans and schedule. All such reviews and approvals or rejections will be completed by the Engineer and CPKC within 45 calendar days of receipt from the Contractor.

23087.10 WALKWAYS.

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for CPKC's use in walking along trains, extending to a

line not less than 12 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while CPKC's flagging service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavations when in close proximity of track, and railings shall not be closer than 8.5 feet horizontally from center line of tangent track or 9.5 feet horizontally from centerline of curved track.

23087.11 EXCAVATIONS AND FALSEWORK IN CLOSE PROXIMITY TO CPKC FACILITIES.

Contractor shall take special precaution in connection with excavating, shoring, and falsework. Excavations for construction of footings, piers, columns, walls, or other facilities that require shoring shall comply with the following requirements: OSHA, AREMA, and CPKC "Guidelines for Temporary Shoring". All falsework within 18 feet of centerline of tracks must be designed per AREMA Chapter 8 Part 28.

Contractor shall contact CPKC for facility locates at least 5 working days prior to commencing work at 1.248.740.6227 during normal business hours (7:00 a.m. to 3:00 p.m. C.S.T., Monday through Friday, except holidays. Contractor shall pay CPKC in advance for the cost of CPKC locates. The cost for a cable locate is \$250.00. If a telecommunications system is buried anywhere on or near CPKC property, the Contractor shall coordinate with CPKC and the telecommunication company to arrange for relocation or other protection of the system prior to beginning any work on or near CPKC property.

23087.12 NO INTERFERENCE WITH CPKC'S OPERATION.

Contractor shall not interfere with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of CPKC its lessees, licensees, or others, unless specifically permitted and authorized in advance by CPKC. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the centerline of CPKC's nearest active track, and there shall be no crossings of CPKC 's tracks except at existing open public crossings or as provided by private construction crossing agreement between CPKC and the Contractor. CPKC may require the Contractor to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above CPKC's property.

23087.13 TRAFFIC CONTROL.

Contractor's operations that control traffic across or around CPKC facilities shall be coordinated with and approved by CPKC.

23087.14 INDEMNITY.

As used in this Article, "CPKC" includes other railroad companies using CPKC's property at or near the location of the Contractor's work and CPKC's and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from the following:

- Injury to or death of persons whomsoever (including CPKC's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and
- Damage to or loss or destruction of property whatsoever (including Contractor property, damage to the roadbed, tracks, equipment, or other property of CPKC, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law CPKC from any loss which is due to or arises from any cause and is associated in whole or in part with the work covered herein, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance; except to the extent caused by the gross negligence or willful misconduct of CPKC.

23087.15 MAINTENANCE OF CPKC FACILITIES.

Contractor shall maintain ditches and drainage structures free of silt or other obstructions which may result from its operations, promptly repair eroded areas within CPKC's ROW, and repair any other damage to CPKC property, or its tenants; at no cost to CPKC. Contractor will be required upon the completion of the work to remove from within the limits of CPKC's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of CPKC or their authorized representative.

23087.16 COMMUNICATIONS AND SIGNAL LINES.

No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present. If required, CPKC will rearrange its communications and signal lines, grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by CPKC's forces in connection with its operation at the expense of the Contracting Authority. This work will be performed by CPKC and it is not a part of the contract.

23087.17 FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on CPKC's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall contact Iowa One Call (1.800.292.8989 (a 24-hour number)) to determine if fiber optic cable is buried anywhere on CPKC's ROW to be used by the Contractor. If it is, Contractor shall telephone the telecommunications company involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on CPKC's ROW.

In addition to the liability terms elsewhere in this specification, Contractor shall indemnify and hold harmless CPKC against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs, and expenses) arising out of or in any way contributed to by any act or omission of the Contractor, agents, or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on CPKC's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, its contractor, agents, or employees, on CPKC's property. Contractor shall not have or seek recourse against CPKC for any claim or cause of action for alleged loss of profits, revenue, loss of service, or other consequential damage to a telecommunication company using CPKC's property or a customer or user of services of the fiber optic cable on CPKC's property.

23087.18 COOPERATION.

CPKC will cooperate with the Contractor so that work may be conducted in an efficient manner, and will cooperate with the Contractor in enabling use of CPKC's ROW in performing the work.

23087.19 WAIVER OF BREACH.

The waiver by CPKC of the breach of any condition, covenant, or specification herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of CP to avail itself of any subsequent breach thereof.

23087.20 CPKC OPERATIONS.

Contractor shall be advised that trains or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with the train schedules in this location and structure its bid assuming intermittent track windows in this period, as defined below.

Railroad tracks within and adjacent to the work are active and rail traffic over these tracks shall be maintained throughout the contract. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations may occur continuously throughout the day and night on these tracks and shall be maintained at all times. Contractor shall coordinate and schedule the work so that construction activities do not interfere with CPKC operations.

Work windows for this contract shall be coordinated with the Engineer, who shall receive CPKC's approval before advising the Contractor of the availability of any work window. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

- A. Conditional Work Window:** A period of time that CPKC operations have priority over construction activities. At the direction of the CPKC flag person, upon approach of a train, and when trains are present, the tracks shall be cleared (i.e., no construction equipment, materials, or

personnel within 50 feet, or as directed by CPKC, from the tracks). Conditional Work Windows are available for the contract.

- B. Absolute Work Window:** A period of time that construction activities are given priority over CPKC operations. During this time frame the designated tracks will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the tracks or signals shall be completely operational for train operations and all CPKC, Public Utilities Commission, and Federal Railroad Administration requirements, codes, and regulations for operational tracks shall be met. In the situation where the operating tracks or signals have been affected, CPKC will perform inspections of the work prior to placing back into service. CPKC flag persons will be required for construction activities requiring an Absolute Work Window.

Absolute Work Windows will not generally be granted, and any provided shall require the express written approval by CPKC's Transportation Department. Any request will require a detailed explanation for CPKC review and approval.

- C.** Work on CPKC's ROW shall be done at such times and in such manner so as not to interfere with or endanger the operations of CPKC. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to CPKC for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor that requires flagging or inspection service shall be deferred until the flagging protection required by CPKC is available at the job site.
- D.** Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least 2 weeks in advance of any work. The written request shall include:
- Exactly what the work entails.
 - The days and hours that work will be performed.
 - The exact location of work, and proximity to the tracks.
 - The type of window requested and the amount of time requested.
 - The designated contact person.

Contractor shall provide written notice to CPKC at least 48 hours before commencing work in connection with approved work windows when work will be performed within 50 feet of any track center line.

- E.** Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of CPKC, Contractor shall make such provisions. If in the judgment of CPKC such provisions are insufficient, CPKC may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense. CPKC or Engineer will have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of CPKC, Contractor's operations could endanger CPKC's operations. In the event such an order is given, Contractor shall immediately notify the Engineer of the order.

23087.21 RAILROAD FLAGGING.

A. Notification.

Contractor shall notify CPKC and Engineer at least 30 working days in advance of commencement of any work on CPKC property and at least 10 working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 50 feet of any track, or near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 50 feet of any track. Notice shall be made using CPKC's "Request for Flagging Services" form attached as DS-23087, Attachment B.

The services of a flagman will be required during any operation involving direct interference with CPKC's tracks or traffic, fouling of railroad operating clearances, or reasonable proximity of

accidental hazard to railroad traffic, when work takes place within 50 feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CPKC deems the services of a flagman necessary, which may include work on or near CPKC's property more than 50 feet from the nearest centerline of a railroad track. Additional flagmen will also be furnished whenever in the opinion of CPKC such protection is needed.

Upon receipt of 10 working day notice, CPKC will determine and inform Contractor whether a railroad flagger need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by CPKC, such services will be provided at Contractor's expense with the understanding that if CPKC provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall be required to pay CPKC in advance for the cost of personnel or other protective services. CPKC shall not be liable for any increased costs incurred by the Contractor or Contracting Authority owing to CPKC's inability or failure to have appropriate CPKC personnel available at the time or on the date requested.

To enable orderly flagger reassignment to other projects the Contractor shall notify CPKC 5 working days prior to the termination of flagging need or 5 working days prior to completion of the Contractor's work, whichever is sooner. Contractor shall inform CPKC when work requiring flaggers is complete.

CPKC will notify the Engineer and Contractor when non-compliance is reported by CPKC train crews or other CPKC employees. Contractor work performed without proper flagging services, when such flagging is required, will be subject to a \$5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by CPKC or Engineer from the project.

B. Flagger Hours and Rate of Pay.

There is an 8 hours of flagging minimum per day. Please note that flagging charges are approximately \$1200.00 per day for a 10 hour day. Overtime will need to be authorized. Additional overtime hours will be paid at \$150 per hour. Weekends and Holidays will be billed at the overtime rate. Normal flagman hours are currently from 8:00 am to 4:00 pm. Rates are subject to change, at any time, by law or by agreement between CPKC, its employees or contractors, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor shall pay on the basis of the new rates and charges.

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

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

C. Reimbursement to CPKC.

Contractor shall reimburse the CPKC for railroad flagger services provided within 15 days of billing from the CPKC. In the event the Contractor fails to reimburse or pay CPKC for hours of flagman protection provided, the Contracting Authority will reimburse CPKC within 30 calendar days of the Contractor defaulting on the payment (default is defined as non-payment within 30 calendar days of billing by CPKC to the Contractor). Failure of the Contractor to reimburse CPKC may result in a reduction or suspension of the Contractors bidding qualifications according to [Article 1102.03](#) of the Standard Specifications.

D. Documentation and Reimbursement to the Contractor.

Contractor shall initially pay CPKC for all flagging costs in conjunction with railroad flaggers when any of the conditions identified in Article DS-23087.05, warrant a flagger. The Contracting Authority will reimburse the Contractor for any daily cost that exceeds \$1,200.00 per day for the cost of flagger services provided by CPKC. The Contracting Authority will reimburse the Contractor 100% of the total cost of flagger services, as deemed necessary by CPKC, that does not meet any of the conditions identified in Article DS-23087.05, unless the flagger's presence on the project was a result of the Contractor's communication, or lack of communication, with CPKC. The Contracting Authority will reimburse the Contractor following completion of all work necessitating flagging operations by CPKC and receipt of documentation verifying CPKC invoices have been paid.

For each day that railroad flaggers have been provided, the Contractor shall document daily the conditions on the project site that warrant the flagger. The Contractor shall submit the daily records to the Engineer each week. The Engineer will review the daily logs and promptly notify the Contractor if any information in the daily log is believed to be incorrect.

Contractor shall forward copies of the invoices received from CPKC for flaggers and a summary of the flagging costs incurred that exceed the Contractors' requirements described in Article DS-23087.05, to the Engineer with a request for payment for the additional railroad flagger costs. The Engineer will review the Contractor's daily logs against CPKC's invoice and make payment for the eligible costs in accordance with [Article 1109.03](#), of the Standard Specifications.

Contractor shall be responsible to CPKC for all flagging costs. Flagging costs for subcontracted work shall be the responsibility of the Contractor. Reimbursement from subcontractors to the Contractor shall be the sole responsibility of the Contractor.

Contractor shall forward, to the Engineer, copies of payments made to CPKC for flagging costs.

The Contracting Authority may award multiple contracts for work in the same general area. Contractor shall try to stage work to minimize the need for railroad flaggers. In the event of multiple projects in a particular location, the Contractor initially requiring flagging on a daily basis shall be responsible for all flagging costs for that day.

23087.22 TEMPORARY CROSSINGS.

At other than established public road crossings, the Contractor shall not move any equipment or materials across CP's tracks until written permission has been obtained from CPKC.

If the Contractor requires a temporary railroad crossing the Contractor shall arrange for the crossing installation at a location acceptable to the Contractor and CPKC at the Contractor's expense to include all CPKC costs of installation, maintenance, removal, and track restoration. The temporary crossing shall be gated and locked at all times when not required for use by the Contractor. Flagging will always be required during use of a temporary crossing. The billing, Contractor payment provisions, and final Contractor payment requirements for crossing costs except flagging are to be covered as agreed to in a separate private construction crossing agreement between the Contractor and CPKC. Prior notice of need for a temporary crossing is required to allow for CPKC site review, cost estimating, securing

material, and work crew scheduling and will vary. The Contractor should contact CPKC prior to making a bid when a temporary crossing is required.

23087.23 LIMITATION OF RIGHTS GRANTED.

The Contract, any Temporary Easement, and Permanent Easement are all subject to the prior and continuing right and obligation of CPKC to use and maintain its property, not inconsistent with highway purposes, including the right and power of CPKC to construct, maintain, repair, renew, use, operate, change, modify, or relocate CPKC tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, or across any or all parts of its property, all or any of which may be freely done at any time or times by CPKC, not inconsistent with highway purposes and at CPKC's sole cost and expense.

The Contract, Temporary Construction Easement, and Permanent Easement, whether recorded or unrecorded, are subject to all outstanding rights (including those in favor of licensees and lessees of CPKC's property, and others) and the right of CPKC to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

23087.24 MECHANIC'S LIENS.

Contractor shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be enforced against any property of CPKC for any work performed. Contractor shall indemnify and hold harmless CPKC from and against any liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. It is understood that this specification may be recorded in the county in which the work is to be performed and such recording shall serve as public notice that no Contractor, subcontractor, or material supplier shall file any notice of a mechanic's or material supplier's lien or permit or suffer any mechanic's lien or material supplier's lien on the property of CPKC to the extent permitted by law.

23087.25 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Protective Liability Insurance for Dakota, Minnesota & Eastern Railroad Corporation dba CPKC will be paid for as a Lump Sum bid item. This payment shall be full compensation for complying with this specification. The Contractor will be paid 100% of the Lump Sum bid item once the Engineer has received all necessary certificates of insurance.

Attachments to this specification:

- DS-23087, Attachment A: Right of Entry Agreement (REVISED)
- DS-23087, Attachment B: Canadian Pacific Flagman Request Form
- DS-23087, Attachment C: Minimum CPKC Safety Requirements for Contractors Working on CP Property in the United States

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made between _____ (hereafter Contractor) and Dakota, Minnesota & Eastern Railroad Corporation dba ~~Canadian Pacific~~ CPKC (hereafter Railroad) in order to permit Contractor to enter onto Railroad's property, for the purposes of performing work in connection with the following project for the Contracting Authority:

Project _____, as further identified in the attached project documents.

Contractor shall pay to Railroad upon execution of this Agreement the sum of \$1,500.00 as consideration for the right of entry awarded under this Agreement and to cover preparation and administration of this Agreement.

Contractor and Railroad hereby agree as follows:

1. Contractor shall enter Railroad's property (identified in the attached project documents) only in connection with the above-referenced project;
2. Contractor shall give Railroad at least 15 working days' advance notice of the date Contractor plans to start any work on the project;
3. Upon request, Contractor shall provide Railroad with detailed plans of the project at no cost to Railroad;
4. Contractor shall comply with all terms and requirements set forth in Iowa Department of Transportation Developmental Specifications for Construction or Maintenance Work on Railroad Right-of-Way (Dakota, Minnesota, & Eastern Railroad Corporation dba Canadian Pacific), including but not limited to the insurance requirements set forth in such specification. Contractor shall provide Railroad with certificates and declarations sheets that prove or show compliance with such insurance requirements;
5. As used in this paragraph, "CPKC" includes other railroad companies using CPKC's property at or near the location of the Contractor's work and CPKC's and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from the following:
 - Injury to or death of persons whomsoever (including CPKC's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and
 - Damage to or loss or destruction of property whatsoever (including Contractor property, damage to the roadbed, tracks, equipment, or other property of CPKC, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law CPKC from any loss which is due to or arises from any cause and is associated in whole or in part with the work covered herein, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance; except when caused by the sole negligence of CPKC, or except to the extent caused by the gross negligence or willful misconduct of CPKC;

6. The insurance requirements set forth in this Agreement shall not relieve or limit Contractor's liability to Railroad under the indemnity provisions of this Agreement;
7. Contractor shall comply with any federal, state or local laws, statutes, codes, ordinances, rules and regulations applicable to its construction and maintenance of the project. Contractor shall

defend, indemnify and hold railroad and its affiliates harmless with respect to any fines, penalties, liabilities or other consequences arising from contractor's failure to comply with any such federal, state or local laws, statutes, codes, ordinances, rules and regulations;

- 8. Contractor shall promptly notify Railroad of any loss, damage, injury or death arising out of or in connection with the project work;
- 9. The provisions of this Agreement shall survive the termination or expiration of the Agreement;
- 10. Railroad certifies that it has carefully reviewed the project plans and that it agrees to permit the Contractor and its employees, officers and subcontractors to enter onto and work upon its property for the purpose of completing said project under the terms of this Agreement;
- 11. Any notices or communications concerning this agreement shall be delivered to the following designated individuals:

~~Kyle Spree~~ Sydney Silver
 Manager Public Works
 CP Plaza — 120 South 6th Street, Suite 700 Bensenville GYO - 11306 Franklin Ave
 Minneapolis, MN 55402 Franklin Park, IL 60131
 Telephone Number: ~~612.330.4555~~ 224.471.4590
 Email: ~~Kyle.Spree@cpkcr.com~~ Sydney.Silver@cpkcr.com

For Contractor _____

Address: _____

IN WITNESS WHEREOF, Contractor and Railroad have executed and delivered this agreement as of the date set forth below.

Date

Contractor

Date

Railroad

CANADIAN PACIFIC FLAGMAN REQUEST FORM

(All blanks below must be completely filled in before any flagman request will be processed)

Work Authorization

Right of Entry/Formal Agreement/Utility Permit No.: _____ Executed Date: _____

You must have an agreement with CP such as a Right of Entry or Utility Permit in addition to flagging before you may enter CP property

Prior to excavation on CP property or ROW you must contact the following CP CBYD number to (866) 291-0741 and the State-One call number

Project Information

Submit a detailed map of the location where protection is being requested.

Street Location/Intersection: _____ City/State: _____

Railroad Subdivision & Milepost: _____ GPS Lat/Long: _____ DOT Crossing # _____

Description of work, including type of equipment (Continued on page 2): _____

Location for flagman to report: (Address): _____

Name of Site Contact: _____ Site Contact Phone: (____) ____ - _____ 24/7 Emergency Contact: (____) ____ - _____

Requested Dates/Times

Minimum 15 business days advance notice required.

Dates requested are subject to flagman availability Total Days of Flagging Needed to Complete Project: _____

Preferred Dates for Flagging Protection: _____ to _____ or _____ to _____

Anticipated Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____

Flagmen start and end time may vary based on type of protection required

IMPORTANT: Amount of time to be clear of track (15' FROM TRACK) upon request: (Minutes) _____

NO TRACK OUTAGES ALLOWED

ROE/License/Utility Agreement fees MUST be received before Flagman Protection will be provided.

There is an 8 hours of flagging minimum per day. Please note that flagging charges are approximately \$1200.00 per day for an 8 hour day. Invoices will be sent after the project is completed. Checks should be made payable to the railroad D/B/A listed on your Right of Entry/Permit/License or Formal Agreement.

Overtime will need to be authorized. Additional overtime hours will be paid at the appropriate rate. Weekends and Holidays will be billed at the overtime rate. Normal flagman hours are currently from 8:00 am to 4:00 pm.

Prior to ANY excavation on CP property or ROW you must contact the following CP CBYD number to (866)291-0741 and the State-One call number to ensure that all underground facilities are located. Prior to flagging contractor must provide State One Call Ticket Number and CP Call Before You Dig Ticket Number.

Billing Information

All blanks spaces must be filled out

Company Name: _____ Contact Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____

THIS COMPLETED FORM MUST BE EMAILED WITH A MAP, AND COI TO: **Charles.Kretchman@cpkr.com**
 PAYMENT CHECK(S) must be mailed to Charles Kretchman - 120 South 6th St, Suite 700, Minneapolis, MN, 55402

I agree to pay for flagging services as requested: _____

(Signature)

CANADIAN PACIFIC FLAGMAN REQUEST FORM

(Page 2 of 2)

Prior to any project being started, Canadian Pacific requires a “Flagman Request Form” to be completed and submitted. You must have an agreement with a CP railroad, such as but not limited to a Right of Entry, Utility Permit, License, Easement, or Formal Agreement in addition to any necessary flagging before you may enter CP property. All Right of Entry, Permit, License, or Utility Agreement fees MUST be received before Flagman Protection will be provided.

All Utilities or Third-Party Contractor’s must follow the policies laid out in “Canadian Pacific’s Minimum Safety Requirements for Contractors Working on CP Property in the United States.” Please refer to the attachments of your ROE, Permit, or formal agreement for that document.

In Case of Emergency on or near CP property, please contact 1-800-716-9132.

Utility and Gas Line Locates on CP Property

A Utility locate on CP may be required prior to the start of any work based on disturbance of soil on CP property. The purpose of Utility locates is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railroad operation. The Utility locate will be performed by a qualified CP Signal & Communications employee. A CP CBYD ticket number will last 14 days.

Prior to excavation on CP property or ROW you must contact the following CP CBYD number (866) 291-0741 and the appropriate State-One call number to ensure that all underground facilities are located and marked.

Work Description (Continued from Page 1)

Please provide a detailed description of work you are seeking to perform. Also, please submit a detailed map of the location where protection is being requested:

General Information

Outside contractors are prohibited from driving on, along, or across any track that does not have a CP installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CP Engineering Department.

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any facility, under, over, on, or near railroad property at any United State CP location without giving notice to the CP Public Works Department at the railroad’s office located at Minneapolis, MN.

A qualified CP flagman is required any time any work is performed; under or across any railroad track, regardless of whether a contractors work involves a physical presence on the surface of the railroad property; on the surface of the railroad property within fifty (50) feet horizontally of the centerline of any CP railroad track; or on, near, or over railroad property if the work may potentially encroach (intentionally or unintentionally) within fifty (50) feet from the centerline of any CP railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to SWING, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, CP reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad’s operations, property, and safety of any person.

Best Regards,

Charles Kretchman
Supervisor-Public Works
120 South 6th St, Ste 700
Minneapolis, MN 554026
612-247-0706
Charles.Kretchman@cpkcr.com



CPKC Safety Requirements for Contractors United States

Approval Authority:	Safety Management Systems	Effective Date:	Apr. 15, 2025
Version:	5.0	Next Review Date:	Apr. 15, 2028

CPKC Safety Requirements for Contractors - United States

Table of Contents

1.0 Introduction	1
2.0 Application	1
3.0 Definitions and Interpretation	1
4.0 Interpretation and Application	3
5.0 Contractor Compliance and Responsibilities	3
6.0 Site Safety Plans	4
7.0 Safety Training	5
8.0 Safety Orientation.....	5
9.0 Job Safety Briefing	6
10.0 Applicable Legislation.....	7
11.0 Security Access to CPKC Property	8
12.0 Personal Conduct	9
13.0 Personal Protection	10
14.0 Railroad Track Protection	12
15.0 HAZCOM.....	16
16.0 Operation of Highway Vehicles	16
17.0 Tools, Equipment and Machinery	18
18.0 Emergency Response	20
19.0 Confined Space	21
20.0 Reportable Accidents, Incidents, and Injuries.....	21
21.0 Reporting	22
22.0 Contractor & Contractor Personnel Acknowledgement	24
21.0 Attachment A- Emergency Information Sheet.....	25
22.0 Attachment B - Work Site Information Sheet	26

1.0 Introduction

At CPKC, safety is an integral part of the way we do business. We expect everyone working for CPKC to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

2.0 Application

- 2.1 These Safety Requirements are applicable to all who work on CPKC property (except as noted in 2.3 and 2.4 below) including contractors and other persons performing work or otherwise providing services to CPKC on its property in the United States.
- 2.2 These Safety Requirements cannot be waived or altered, in whole or in part, without a prior risk Assessment specific to the work being conducted, and written consent has been provided by the Manager-in-Charge.
- 2.3 Notwithstanding the foregoing, these Safety Requirements do not apply to other railroad companies who only operate trains on CPKC property under various trackage or interchange agreements.
- 2.4 Further notwithstanding the foregoing, these Safety Requirements may not apply to work or services provided in CPKC office premises.

3.0 Definitions and Interpretation

3.1 Definitions

- 3.1.1 In these Safety Requirements, the following capitalized terms shall have the ascribed meaning below:

Applicable Legislation - means all applicable legislation, regulations, by-laws, codes, rules, standards, policies, procedures, promulgated by any federal, state, and municipal governmental body, including those of its agencies, having authority over CPKC and, or a contractor in relation to the work in the matter of health and safety of the person, property and, or the environment.

Canadian Pacific Kansas City or CPKC-means Canadian Pacific Kansas City Limited, and its subsidiaries and affiliates, and includes each of their respective directors, officers, employees, agent, and representatives.

CPKC Personnel - means CPKC's employees, agents, and representatives.

CPKC Property - means any building, facility, yard, track, right of way or other property owned or controlled by CPKC.

Contractor- means the company or person, and their respective employees and authorized agents, representative and subcontractors who are providing goods or services to CPKC; or on behalf of a third party working on CPKC property.

Contractor Personnel-means the contractor's employees, and authorized agents, representative and subcontractors.

Efficiency Test (eTest)- means a planned procedure to evaluate compliance with rules, instructions, and procedures, with or without the employee's knowledge.

Foul of Track- means the placement of an individual or equipment within 4 feet (1.2 m) of the outside rail of a railway track that could be struck by a moving train or on-track work equipment (e.g., hi-rail equipment).

CPKC Safety Requirements for Contractors - United States

Hazardous Materials- means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- i) radioactive, explosive, poisonous, or toxic substances.
- ii) any substance that if added to any water, would degrade, or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, or plant.
- iii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create, or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons, or the health of animal life, or causes damage to plant life or to property, or
- iv) substances declared to be hazardous, toxic, or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction.

Manager-in-Charge- means a CPKC manager as designated or otherwise identified by CPKC as being responsible for overseeing the work to be performed, such Manager-in-Charge may include, but is not limited to local CPKC Management, Superintendents, Chief Engineers, and Project Managers, etc.

Mobile Equipment- means any motorized and self-propelled equipment, excluding railroad equipment and highway vehicles, but including, for example, forklifts, tractors, cranes, ATVs, mules, motorized scissor lifts, telescopic boom lifts, and similar equipment that are not designed to operate or move on railroad tracks.

Office Premises- means any building, facility, or portion thereof, or other premises, whether owned or controlled by CPKC, which is used solely for clerical or administrative purposes, and which does not contain heavy equipment or machinery, as designated by CPKC from time to time.

Qualified and Authorized- means a status attained by a person who has successfully completed any required training and demonstrated proficiency in the duties of a particular position or function and who has been given the right to act.

Railroad Equipment- means trains, locomotives, railcars, on track equipment (track units), hi-rail vehicles and any other equipment designed to operate or move on railroad tracks.

Site Safety Plan- means a documented plan which set out how work is to be conducted in a safe manner, as required by applicable legislation, see 6.1)_

Third Party Project- means any work being performed on CPKC property that CPKC is not managing (i.e., road authority, utility company, commuter agency, or other similar entity, are on CPKC property for their own purposes, and not a project sponsored or managed by CPKC.

Work- means the provision of products and services and related activities.

Work Site- means any CPKC property where CPKC personnel or contractor personnel are present, or permitted to be present, while engaged in any Work, including any railroad equipment, mobile equipment and highway vehicles operated by or used to convey a person engaged in such Work. This applies also to work immediately adjacent to CPKC property which can pose a risk to safe railway operations (i.e., blasting, excavation next to right-of-way (ROW), etc.).

4.0 Interpretation and Application

- 4.1 Where legislation is referred to in these Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.
- 4.2 Where standards, such as those of the American National Standards Institute (ANSI), are referred to in these Safety Requirements, they shall include all amendments and replacements thereof from time to time.
- 4.3 Where there is any ambiguity, inconsistencies, or omissions between or among any agreements with CPKC, expressed or implied; any applicable legislations; any applicable CPKC policies and practices; and any applicable industrial standards and practices, contractor and contractor personnel shall adhere to that which is most stringent and current.

5.0 Contractor Compliance and Responsibilities

5.1 General Compliance

- 5.1.1 The contractor shall be fully and solely responsible for ensuring the health and safety of contractor personnel and for ensuring that its work and other activities do not compromise the health and safety of CPKC personnel or any other party, the protection of the environment, the protection of CPKC's property and those of any other party, and do not interfere with the safety of CPKC's railroad operations.
- 5.1.2 The contractor shall comply with and shall ensure all of contractor personnel are trained and qualified to safely perform the Work and that they comply with all Applicable Legislation pertaining to the protection against fire, safety, health, and environmental hazards, and with any license, permits, authorizations issued by the respective authority and provide CPKC with written certification that contractor's safety program required by 49 CFR Part 243 has been approved by the Federal Railroad Administration (FRA) where applicable.
- 5.1.3 The contractor shall comply with and shall ensure all of contractor personnel comply with all terms and conditions of all agreements, expressed or implied, between contractor and CPKC, and all applicable CPKC policies and practices.
- 5.1.4 Subject to the requirements of CPKC's Access Control Procedures, the contractor shall provide CPKC eRailsafe training for each employee engaged in work on CPKC property.

Note - contractors entering into new agreements after Apr. 14, 2023, will be required to enroll or/ subscribe to eRailsafe / ISNetworld as required by CPKC Access Control Policy/ Procedure).

Where there is no agreement between CPKC and the contractor, the contractor is responsible for meeting the additional requirements outlines within CPKC's Access Control Procedures.

- 5.1.5 The contractor shall provide contractor personnel, at its own expense, all safety equipment required to protect against injuries during the performance of the work and shall ensure that contractor personnel are knowledgeable of and utilize safe practices in performing the work.
- 5.1.6 The contractor shall always have a copy of the documents listed below at the work site, and shall produce them as and when requested by CPKC:
 - a) CPKC Safety Requirements for Contractors - United States.
 - b) Licenses, certifications, permits, training records or other documents required by applicable legislation or these Safety Requirements.
 - c) Contractor's site safety plan.

CPKC Safety Requirements for Contractors - United States

- d) Contractor's Emergency Information Sheet (see Attachment A)/ Worksite Information Sheet (see Attachment B).
- e) Any additional documents required by contract or by agreement with Manager-in-Charge.
- f) Employee identification (eRailsafe badge or equivalent, see 11.1.1).

5.2 Compliance Assurance

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

6.0 Site Safety Plans

6.1 General Requirements

- 6.1.1 Prior to starting any work on CPKC Property, the contractor must have a written site safety plan that identifies:
 - a) All applicable legislation, rules, policies, and work practices in relation to the work being performed.
 - b) Specific hazards that are associated with the work being performed on CPKC property for CPKC, and work being performed not for CPKC:

For example:

- i) Construction, maintenance, or inspections of buildings.
 - ii) Working on or adjacent to railroad tracks.
 - iii) Maintenance or inspection of railroad tracks, crossings, or signal systems.
 - iv) Operating railroad equipment on CPKC tracks, or
 - v) When/ where contractor personnel work directly with or in proximity (time or space) to CPKC personnel.
- c) Methods of verifying compliance.
- 6.1.2 The contractor will provide Manager-In-Charge with a copy of this site safety plan on reasonable request.
- 6.1.3 The contractor must be able to demonstrate an awareness of applicable legislation, rules, policies, and work practices in relation to the work being performed.

7.0 Safety Training

7.1 Training & Qualifications

- 7.1.1 At its sole cost and expense, contractor shall ensure that all contractor personnel be fully trained and qualified for the work they will be performing. Contractors and contractor personnel shall meet, or exceed, all applicable legislation requirements relating to training and qualification, including but not limited to the requirements of 49 CFR Part 243 - Training, Qualification, and Oversight for Safety-Related Railroad Employees and provide training documentation to ISNetworld for filing/ record keeping as per CPKC Access Control Policy/ Procedure.
- 7.1.2 Additionally, contractor personnel training and qualification shall meet or exceed all applicable industry standards.

7.1 Proof of Training & Qualification

- 7.2.1 Contractor personnel shall always have proof of such training and qualifications and shall produce them as and when requested by the Manager-in-Charge.
- 7.2.2 CPKC reserves the right to inspect qualification certificates, licenses, training records and/ or work history records for any contractor personnel, and, or to be provided with copies thereof, on reasonable request. In addition, CPKC reserves the right to perform eTests on contractor employees, and request discipline for non-conformance.
- 7.2.3 As per 49 CFR 243.205 contractors are required to conduct periodic oversight tests and inspections of their safety-related railroad employees if a contractor:
- employs more than 15 safety-related railroad employees;
 - contractor relies on training it directly provides to its own employees as the basis for qualifying those employees to perform safety-related duties on a railroad; and
 - employs supervisory safety-related railroad employees capable of performing oversight.

CPKC, in alignment with 49 CFR § 243 regulations, requires that Contractors retain periodic oversight test and inspection records, which include:

- Date, time, place, and result of each test or inspection;
- Specify each person administering the tests and inspections, and each person tested;
- Indicate whether the employee complied with the monitored duties; and
- Indicate whether any interventions or corrective actions were undertaken to remediate non-compliances or unsatisfactory ratings.

Consistent with 49 CFR § 243 regulations, CPKC requires that records from the periodic oversight test and inspections are retained for a period of one calendar year following the end of the calendar year in which such tests and inspections were conducted. CPKC may request and audit the records for completion, quality, and compliance purposes. In case of an audit, CPKC shall provide a ten (10) business day notice to the contractor to provide the records.

Any changes to FRA regulations in the future will supersede requirements set forth in this letter, as required.

8.0 Safety Orientation

8.1 General Requirements

- 8.1.1 Prior to beginning work, all contractor personnel shall participate in a CPKC authorized safety orientation, including on-site orientation presented by the Manager-in-Charge or designate.
- 8.1.2 Any time the scope of work, location, condition or supervision changes, contractor personnel may be required to attend additional safety orientation sessions.
- 8.1.3 After successful completion of such safety orientation, contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CPKC property unescorted for the purposes of conducting work. Managers can enter the tracking code into Compliance Management (CM) (CP property) and Operational Testing System (OTS) (KC property). Third parties who hire subcontractors must ensure required compliance while on CPKC property. The eRailsafe identification card shall be worn or be always made visible or produced upon request and cannot be transferred under any circumstances.

9.0 Job Safety Briefing

- 9.1.1 Contractor personnel shall attend all job safety briefings as and when conducted. Contractor personnel shall be solely and fully responsible for understanding the content of the job safety briefing, shall:
 - a) understand the scope of work to be performed and an appreciation of the nature of the location, environment, and conditions where such work is to be performed.
 - b) be aware of specific or unusual hazardous condition, existing or potential and the control measures required to protect against, control, mitigate, or where possible, avoid said hazard, and
 - c) have an emergency response plan/ evacuation procedures.
- 9.1.2 Where contractor personnel are working directly with or in proximity (time or space) to CPKC personnel, job safety briefings must include both CPKC personnel and contractor personnel, and any other affected third parties. The job safety briefing shall identify nature and extent of the interaction between the work being performed by contractor personnel, and those performed by CPKC personnel or other third parties. Contractor personnel shall inform CPKC personnel, and any other third parties of known or potential unsafe conditions and hazards that may be created by, resulting from, or inherent in their work and the corresponding preventative, mitigation, and/ or control measures at all job briefings prior to commencing work, or as soon as contractor personnel becomes aware of such conditions.
- 9.1.3 In all situations, all contractor personnel are expected to:
 - a) continually identify hazards and assess risk of hazards and to communicate all hazards continually and clearly to the Manager-in-Charge and to all other parties that may be affected at job safety briefings, and at any other time as and when appropriate or necessary.
 - b) take actions that are within their assigned responsibility to eliminate or control hazards and risks, and
 - c) immediately notify their supervisor or the Manager-in-Charge of hazards that pose unacceptable risk that they are unable to eliminate or control.
- 9.1.4 Where contractor personnel are unable to eliminate or control a hazard, contractor personnel shall take interim measures to protect people, property, equipment, and the environment until the hazard can be accurately assessed and appropriate corrective actions taken.

10.0 Applicable Legislation

10.1 General Requirements

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

10.2 Transportation of Hazardous Materials

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

10.3 Railroad Work

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

10.4 Occupational Safety & Health

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

10.5 Environmental Protection

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

11.0 Security Access to CPKC Property

- 11.1.1 All contractor personnel must have a valid eRailsafe photo identification card (when/ where required) or personal identification (as per the list below) always authorizing access and in their possession while on CPKC property, and present them for review to any Manager-in-Charge, other CPKC managers and employees, police officer, security guard, or regulatory officer upon request:
- Photo identification (e.g., driver's license); and
 - Proof of employment, document, or card; and
 - CPKC safety orientation certificate, or
 - Building access pass issued by CPKC, or third-party having control over CPKC premises, or
 - CPKC security photo ID card or badge, or
 - Other proof of safety orientation and access authorization issued by CPKC.
- 11.1.2 Where any work requires contractor personnel to ride in locomotive or other non-passenger railroad equipment, the contractor must also possess a CPKC Access Pass for riding non-passenger railroad equipment, signed by the responsible operating manager. Such a signed pass must be presented to the train crew or operator when boarding the equipment. Failure to possess such a pass will result in the equipment not moving, removal from the equipment, and/ or the filing of trespasser charges.

11.2 Security Awareness

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

11.3 Firearms & Explosives

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

11.4 Reporting

Contractor personnel must report any security concern, security incident, criminal activity (known or suspected), suspicious happenings and/ or suspicious persons on CPKC Property to the Manager-in-charge or to CPKC Police Services in accordance with Section 20.

12.0 Personal Conduct

12.1 Drug and Alcohol Prohibition

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

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

- 12.1.1 Entry onto CPKC Property when in possession of, or under the influence of alcohol, intoxicants, narcotics, or controlled substances is strictly prohibited. Controlled substances include all Schedule 1 drugs (such as marijuana and "medical marijuana") and synthetic/ designer drugs and / or any intoxicants or products labeled "not intended for human consumption".
- 12.1.2 The sale, trade, and/ or offer for sale alcohol or controlled substances are prohibited.
- 12.1.3 Additionally, contractor personnel shall be free of any condition which may in any way adversely affect alertness, concentration, responsiveness, or the ability react calmly and responsibly to safety hazards.
- 12.1.4 CPKC reserves the right to request drug and/ or alcohol tests for contractor personnel as and where required or permitted by law.

12.2 Inappropriate Behavior

- 12.2.1 CPKC is committed to maintaining a work environment that supports the dignity of all individuals. No person working at CPKC may be subjected to any form of discrimination or harassment, including sexual harassment.
- 12.2.2 Acts or threats of violence are always unacceptable on CPKC Property. Uttering of threats or committing acts of violence will result in the removal of the responsible contractor personnel from CPKC property, termination of the contract, and/ or criminal charges.
- 12.2.3 Horseplay, practical jokes, fighting or any other activity that may create a safety hazard is not permitted.

12.3 Electronic Entertainment and Communication Devices

- 12.3.1 The use of personal entertainment devices, including portable audio and video devices such as compact DVD, CD, video game players, iPads / tablets, SMART watches, and MP3 players, is prohibited:
 - a) while working on CPKC property.

- b) while transporting CPKC personnel, whether on and off CPKC property, and
- c) while operating any CPKC highway vehicle, railroad equipment or mobile equipment, whether on and off CPKC property.

12.3.2 The use of electronic communication devices, including cell phones, walkie-talkies, PDAs, iPads, Tablets, GPS navigation units, portable computers, and similar devices, is prohibited:

- a) while operating any highway vehicle unless it is stopped and parked in a safe location.
- b) while transporting CPKC Personnel, whether on and off CPKC property.
- c) while operating or assisting in the operation of any railroad equipment or mobile equipment.
- d) while operating power tools, equipment, or machinery.
- e) when Foul of Track for any reason.
- f) wherever use is prohibited by signage or by a CPKC manager, or
- g) whenever use of such a device creates an unsafe condition.

12.3.3 Notwithstanding the foregoing, company cell phones, radios, walkie-talkies, GPS units, iPads, tablets, and other communication devices may be used solely for the conduct of business when authorized by the CPKC Manager-in-Charge and where not prohibited by state or municipal legislation. Any electronic communication device may be used when it is necessary to communicate an emergency condition.

12.4 Smoking

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

13.0 Personal Protection

13.1 Work Clothing

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

13.2 Personal Protective Equipment (PPE)

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

13.2.2 The following mandatory personal protective equipment ("PPE") shall be supplied by the contractor at its own expense, and shall be always worn by contractor personnel while on CPKC property:

- Safety hard hat, meeting ANSI Z89.1 standards, except in office buildings or in enclosed vehicles or equipment.
- Safety footwear with protective toe caps and puncture resistant soles, meeting ASTM F2413 standards.
- Safety glasses with permanently attached side shields meeting ANSI Z87.1

standards in office buildings or enclosed highway vehicles.

- Note- transition lenses are not permitted.
- High visibility fluorescent outerwear with retro reflective striping meeting ANSI/ ISEA 107 Class 2 standards not covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used.
- Any other PPE as required by applicable legislation or referenced standard, or as otherwise required to protect contractor personnel from injuries.

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

13.2.3 Contractor and contractor personnel shall be solely and fully responsible for assessing the risks related to the work and determining whether additional PPE may be required such as:

- a) Nomex or Proban fire-retardant protective gear when performing certain Transportation of Dangerous Goods (TDG) work and/ or handling certain Hazardous Materials or performing specialized work.
- b) Hearing protection when working in any area where noise exposure levels:
 - i) are consistently equal to or greater 85 dBA.
 - ii) exceed 115 dBA at any time.
 - iii) any other work areas where posted, or so notified by CPKC management.
- c) Respiratory protection where contractor personnel may be exposed to occupational dusts/ particulates, fumes, mists, gases and vapors, in which case, in which case contractors must have a written Respiratory Protection Program that meets or exceeds applicable legislation.
- d) Additional eye and face protection meeting ANSI standard Z87.1 (i.e. face shields, impact/ splash goggles, welding/ cutting goggles and welding helmets).
- e) Fall protection systems and equipment meeting appropriate ANSI Z359 standards as required by applicable legislation and as appropriate for the related fall hazards.
- f) Fall protection when working on an unguarded surface over water, where the water is deeper than 4 feet (1.2 m), or where there is a hazard of drowning due to terrain, winter conditions, water velocity or current; contractors must use a fall protection system or a personal floatation device (PFD) meeting approved standards.

14.0 Railroad Track Protection

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

- 14.1.1 Where the work site is in close proximity to, or is located on, above, or below railroad tracks, special attention, care and precautions shall be taken to ensure the safety of all contractor personnel, CPKC personnel, all other third parties and to protect CPKC's property and railroad operations.
- 14.1.2 Contractor shall ensure that contractor personnel are made aware of all unique and inherent hazards in working near, on, above or below railroad tracks and shall ensure that all contractor personnel are fully trained and equipped to work safely.
- 14.1.3 Contractors who perform inspection, maintenance or repair to railroad tracks or track structures must be trained in accordance with FRA On Track Safety Rules (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations).
- 14.1.4 Contractors will not be allowed to foul a track unless:
- (a) They have been properly advised of the On Track Safety awareness procedures.
 - (b) A railroad employee who is qualified to provide protection is present at the work site, or
 - (c) The contractor has personnel present who are specifically trained, qualified, and authorized to provide that protection.
- 14.1.5 All work shall be organized or executed in such a manner as to ensure no interference with the regularity and safety of railroad operations. No step or sequence of any work that might directly or indirectly affect the safe movement of railroad traffic shall be started without the approval of the Manager-in-Charge.
- 14.1.6 No temporary structure, materials, or equipment shall be permitted closer than 12 feet (3.7 m) to the nearest rail of any track without prior approval in writing of the Manager-in-Charge.
- Contractor personnel shall always remain alert to the movement of trains, rolling stock and other railroad equipment.
- 14.1.7 Contractor Personnel shall be especially alert in yards and terminal areas as
- (a) Railroad equipment that appears to be stationary may be moving.
 - (b) Rate of movement of railroad equipment may be faster than it appears.
 - (c) Railroad equipment change tracks often; and movements may be occurring simultaneously on adjacent tracks.
- 14.1.8 The Contractor shall always conduct its operations in a wholly responsible manner to avoid damage to the CPKC's tracks or property.

14.2 Clearance Requirements (50 feet/ 15.2 m)

- 14.2.1 All work shall be performed as far away from railroad tracks as possible.
- 14.2.2 Unless authorized by CPKC, contractor personnel, equipment, and vehicles are not permitted to be within 50 feet (15.2 m) of the closest track centerline.
- 14.2.3 In the event work must be carried out within 50 feet (15.2 m) of the closest track written authorization must be obtained from the Manager-in-Charge, and contractor personnel must always remain at the maximum practicable distance from all railroad tracks.

- 14.2.4 When crossing tracks, contractor personnel shall ensure a minimum of 50 feet (15.2 m) separation between standing railroad equipment, stay at least 15 feet (4.6 m) away from the end of the nearest equipment, and look both ways before crossing tracks, and if clear, walk at a right angle to the tracks.
- 14.2.5 No work activities or processes are allowed within 50 feet (15.2 m) of the track while trains are passing through the work site unless specifically authorized.

14.3 Flagging Protection

- 14.3.1 When the work requires contractor personnel to be within 50 feet (15.2 m) of any railroad tracks, contractor or contractor personnel shall notify and obtain the written approval of the Manager-in-Charge in advance of the intended start date, and when approved, shall only perform work strictly in accordance with all terms and conditions of that approval.
- 14.3.2 Unless otherwise indicated by the Manager-in-Charge, proper protection against the movement of trains, rolling stock and other railroad equipment shall be deemed always required whenever work or contractor personnel must be within 50 feet (15.2 m) of the closet track. Protection may be provided only by a qualified CPKC employee through use of a flag person.
- 14.3.3 Where CPKC determines that flagging is required, then work must be strictly conducted under the direction of a CPKC flag person, or such other person designated by the Manager-in-Charge.
- 14.3.4 Contractor personnel shall ensure that there is always clear communication between contractor personnel and any CPKC flag person. Contractor personnel shall ensure that they are aware of:
- (a) flagging distance limits.
 - (b) time limits, and
 - (c) any adjacent tracks where movement of railroad equipment may still occur.
- 14.3.5 Contractor Personnel shall not assume that a train movement is being stopped or cleared unless clear communication is received directly from the CPKC flag person.
- 14.3.6 A job briefing between the CPKC flag person, and all contractor personnel must occur before beginning any work on or foul of track.
- 14.3.7 Blue signal protection is used to indicate that CPKC or contractor personnel are working on, under or between railroad equipment and movement of trains or other railroad equipment is prohibited. Blue signals must not be tampered with or obstructed. Blue signals can only be removed by the person or group of persons who originally applied it. Application, use, and removal of blue signals, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.
- 14.3.8 Red flag protection is used to indicate that CPKC or contractor personnel are working on or foul of track, or the track is out of service and movement of trains or other railroad equipment is prohibited. Red flags must not be tampered with or obstructed. Application, use, and removal of red flags, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.

14.4 Working on or near Tracks

- 14.4.1 When authorized to perform work foul of track or otherwise be near railroad tracks, contractor personnel shall ensure all contractor personnel, equipment, and vehicles are kept as far away from railroad tracks as practicable, and shall at all times:
- (a) be alert to train movements and shall expect the movement of trains, engines, cars, or

other mobile railroad equipment at any time, on any track, and in any direction, even if they appear to be stationary or in storage.

- (b) not rely on others to protect them from train movement.
- (c) stay at least 15 feet (4.6 m) away from the ends of railroad equipment when crossing the track.
- (d) ensure a minimum of 50 feet (15.2 m) separation prior to crossing between railroad equipment.
- (e) look both ways before crossing tracks, and if clear, walk at a right angle to them.
- (f) never climb on, under or between railroad equipment.
- (g) be aware of the location of structures or obstructions where track clearances are close.
- (h) not stand on the track in front of an approaching engine, car, or other equipment.
- (i) stand at least 20 feet (6.1 m) from the track(s) when there is a passing movement of trains, engines, cars, or other mobile railroad equipment, to prevent injury from flying debris or loose rigging and shall observe the train as it passes and be prepared to take evasive action in the event of an emergency.
- (j) not stand on or between adjacent tracks in multiple track territory when a train is passing.
- (k) not walk, stand or sit on the rails, between rails or on the end of ties, unless necessary. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railroad ties can also be slippery and that railroad ballast can shift while walking on top of it. Situational awareness and use of proper footwear is important.
- (l) not remain in a vehicle that is within 50 feet (15.2 m) of a passing train unless specifically authorized, or where this is not possible.
- (m) keep away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock. Personnel shall stay away from any other railroad devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.
- (n) Third party work that has a potential to impact rail traffic must consider machine swing radius, vertical grade differences, overhead work, etc. to ensure it will not impact a passing train; work and equipment must maintain 50 feet (15.2 m) of a passing train.
- (o) When exiting on track machinery as trains are passing; exit on the opposite side.
 - i) use 3-point contact when getting on/ off any vehicle, equipment, or track unit.
 - ii) face the vehicle or equipment/ track unit when getting on/ off.
 - iii) place handheld items onto equipment/ track unit or seek help prior to getting on/ off.
 - iv) get on / off on the operators' side when possible.

14.5 Equipment on or near tracks

- 14.5.1 Contractor personnel shall not be Foul of Track with any piece of equipment without a CPKC flag person or other authorized track protection.
- 14.5.2 Contractor personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CPKC flag person and only if the work site has been properly prepared for such a move. Tracked equipment will require a CPKC flag person any time railroad tracks are crossed.
- 14.5.3 Contractor personnel shall not move equipment across railroad bridges or through tunnels, except as expressly authorized and only under such conditions as stipulated by the Manager-in-Charge.

- 14.5.4 When there is passing rail traffic, contractor personnel shall move equipment away from the tracks at least 50 feet (15.2 m), or where not possible, park the equipment as far away from the tracks as possible, exit to the side away from the track where the movement is taking place, and walk to a safe a distance.
- 14.5.5 When there is passing rail traffic, buckets, shovels, and loads on cranes must be lowered to the ground to rest, and cranes without a load must have their load line tightened or retracted to prevent movement.

14.6 Railroad Signs, Signals, Flags, and other Communication Infrastructure

- 14.6.1 Signs, signals and flags shall not be obstructed, removed, relocated, disabled, or altered in any way without proper authorization and qualification.
- 14.6.2 Only qualified contractor personnel who are authorized by CPKC are permitted to operate switches, derails, electric track mechanisms, signal and communication systems or other track control appliances.
- 14.6.3 Railroad pole lines carry electric power and should be treated as any other power lines.
- 14.6.4 The contractor shall keep all contractor personnel informed of current weather conditions.

Personnel shall stay alert for possible high-water conditions, or flash floods. During severe weather conditions:

- a) Personnel shall be prepared to take cover in the event of a tornado.
- b) Personnel shall not work while lightning is occurring.
- c) If storm conditions arise unexpectedly, contractor personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

Any Contractor personnel discovering a hazardous or potentially unsafe condition, which may affect the safe passage of railroad traffic, must advise CPKC immediately by calling:

- CPKC U.S. North (north of Kansas City) 1-800-716-9132
- CPKC U.S. South (Kansas City and south of) 1-877-527-9464

14.7 Excavation

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

15.0 HAZCOM

15.1 General Requirements

- 15.1.1 If at any time contractor's work involves the use, handling, storage, or disposal of hazardous materials ("Handling of Hazardous Materials"), Contractor Personnel must inform the Manager-in- Charge.
- 15.1.2 Contractors shall ensure that all contractor personnel are fully trained in the handling of hazardous materials and that contractor and contractor personnel are in full compliance with all applicable legislation, and as directed by the Manager-in-Charge.
- 15.1.3 Contractor personnel shall have appropriate processes, systems and controls in place to prevent or otherwise mitigate potential environmental, health and safety risks associated with the handling of hazardous materials.

15.2 Access to Safety Data Sheets (SDS)

- 15.2.1 Prior to beginning any work that may expose CPKC personnel to hazardous materials, contractor or contractor personnel shall:
 - a) provide a copy of the respective SDS to the Manager-in-Charge, and
 - b) keep a copy of the SDS at the work site and ensure that it is always readily available.

15.3 Hazardous Material Incident or Spill

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

16.0 Operation of Highway Vehicles

16.1 Highway Vehicles

- 16.1.1 The following requirements apply to all highway vehicles, when operated on CPKC property; or used to transport CPKC personnel.

16.2 Regulations and Inspection

- 16.2.1 Before using a highway vehicle, contractor personnel shall:
 - (a) complete a pre-trip inspection.
 - (b) maintain an inspection log.
 - (c) ensure periodic inspections are completed at official testing locations as required.
 - (d) ensure the vehicle is always maintained and in safe operating conditions, and
 - (e) ensure the vehicle is in compliance with applicable motor vehicle regulations and license requirements.
- 16.2.2 Vehicle maintenance, inspection records and logs must be made available to the Manager-in-Charge on request.

16.3 Vehicle Operator Requirements

16.3.1 Operation of highway vehicles is restricted to those contractor personnel who are licensed, qualified and authorized to do so. Such contractor personnel shall be always responsible for the safety of all passengers. For greater certainty, such contractor personnel shall:

- (a) hold a valid license for the class of vehicle being operated, in accordance with applicable local, state, and federal requirements.
- (b) strictly comply with all posted traffic signs, signals, and all shall obey all applicable legislation,
- (c) maintain the required driver log, and make the log available to the Manager-in-Charge on request, and
- (d) comply with the requirements on the use of electronic devices as set out in Section 12 above.

16.4 Driving on CPKC Property

16.4.1 In addition to the requirements set out above, while on CPKC Property, contractor personnel shall:

- (a) travel only on designated roadways unless otherwise instructed.
- (b) keep daytime running lights on (if so equipped).
- (c) not exceed 15 mph (24.1 Km/h) unless otherwise posted.
- (d) come to a full stop at all blind corners, rail, and roadway crossings.
- (e) yield the right of way to all mobile equipment and other non-highway equipment or service vehicles.
- (f) not operate vehicles (or any internal combustion equipment) inside buildings or enclosed structures unless adequate ventilation is provided.
- (g) not park foul of track unless on-track protection is provided.
- (h) not leave vehicles running unnecessarily.
- (i) park only in pre-determined or designated areas.
- (j) always use the parking brake (or wheel chocks) when leaving an unoccupied vehicle running.
- (k) prior to operation of a vehicle the driver must conduct a walk around of the vehicle to identify any obstacles, clearance restrictions, or adjacent vehicles that may interfere with executing a safe movement.
- (l) where safe and practicable, pull vehicles through or back into marked parking spaces to avoid reverse collisions when exiting.
- (m) If a passenger is present, he exit the vehicle prior to a reverse movement to provide guidance and direction to the driver during the reverse movement and applies to commercial vehicles and vehicles with restricted rear views.

16.4.2 All contractor personnel who will be operating a highway vehicle or mobile equipment in any CPKC intermodal facilities must complete a driver safety orientation program prior to first entry, and from time to time thereafter as directed by the Manager-in-Charge.

16.5 Seat Belts

16.5.1 Seat belts must always be worn while operating or riding in any equipped vehicle unless contractor personnel is actively engaged in inspections requiring said contractor personnel to be free of such restraint, and then only when the vehicle is operating at less than 15 mph (24.1 Km/h).

16.6 Loads

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

16.7 Riding in CPKC Vehicles

16.7.1 Contractor personnel are prohibited from operating or riding in any CPKC vehicles unless authorized to do so, or in case of emergency.

17.0 Tools, Equipment and Machinery

17.1 General Safety Requirements Respecting All Tools, Equipment and Machinery

17.1.1 Contractor personnel shall ensure that all tools, equipment, and machinery used be:

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

17.1.2 The contractor shall provide adequate lighting when performing work between sunset and sunrise.

17.1.3 Use of CPKC tools, equipment and machinery by contractor personnel is prohibited unless specifically authorized by local CPKC management.

17.2 Hazardous Energy Control- Lockout

17.2.1 Contractor personnel shall employ lockout/ tagout procedures as required to eliminate the accidental or unexpected start-up, energizing, or release of stored (residual) energy during maintenance, repair and/or servicing activities.

17.2.2 All tools, equipment and machinery must be made safe and isolated from all energy sources rendering the machine, equipment, or process inoperative prior to performing maintenance, repair or servicing related tasks.

17.2.3 No contractor personnel can remove any CPKC applied lock or tag, including bad-order tag.

17.2.4 Notwithstanding the foregoing, if contractor's work may create an energy hazard to any CPKC.

Personnel, then all affected parties must follow the requirements set forth in CPKC's Lockout-Hazardous Energy Control Policy and Code of Practice.

- 17.2.5 If CPKC personnel and contractors are jointly performing maintenance, repair or servicing activities on the same machine, equipment or using the same energy source, then a multi-lock hasp must be applied with individual locks and tags affixed (as per CPKC's Lockout- Hazardous Energy Control Policy and Code of Practice).

17.3 Electrical Safety Requirements

- 17.3.1 In addition to the hazardous energy control lockout requirements above, all electrical work must comply with applicable legislation, National Electrical Code (NEC), and National Fire Protection Association (NFPA) requirements.

- 17.3.2 Contractor personnel working on electrical systems must:

- (a) if in proximity to CPKC Personnel, inform them of:
 - (i) existing or potential electrical hazards,
 - (ii) any specific additional personal protective equipment that may be required,
 - (iii) applicable safe work practices,
 - (iv) applicable emergency and evacuation procedures, and
 - (v) apply lock out procedures as per section above on Hazardous Energy Control- Lockout.
- (b) have practices, procedures and training that comply with:
 - (i) Applicable sections of the NEC and NFPA electrical safety standards.
 - (ii) Any other applicable legislation.
- (c) not operate or allow cranes or other mobile equipment to approach closer to any live electrical power line than is permitted by OSHA regulations (29 CFR 1910.333).

17.4 Lifting Devices

- 17.4.1 All lifting devices, including but not limited to jacks, cranes, cables, slings, chains, and hooks shall:
- (a) meet applicable legislation governing design, inspection, maintenance, and operation.
 - (b) be safety certified and labeled or tagged with load capacity limits where required.
 - (c) have sufficient capacity for the planned lift.
 - (d) have sufficient footing or support area to properly distribute the load during a lift.

17.5 Welding and Torch Cutting

- 17.5.1 When welding or torch cutting, contractor personnel shall:

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

17.6 Explosive Actuated Tools

17.6.1 Only contractor personnel who are qualified and licensed in accordance with applicable legislation, and authorized by CPKC, may use explosives or explosive actuated tools.

17.7 Unattended Equipment or Machinery

17.7.1 Tools, equipment and machinery shall not be left unattended at any time and shall not be stored on CPKC property, unless expressly permitted pursuant to a written agreement with CPKC or by the Manager-in-Charge in writing, and where so permitted, contractor shall ensure that:

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

18.0 Emergency Response

18.1 Emergency Response Plan

18.3.18 The contractor must maintain a current emergency response plan and make it available to CPKC on request. Emergency response plans must include at a minimum:

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

18.2 Initial Response

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

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

18.3 First Aid

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

18.4 Fire Protection

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

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

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

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

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

- (a) appropriate fire prevention and suppression plans (including emergency numbers for CPKC, local firefighters and fire control districts), and
- (b) additional firefighting equipment and trained contractor Personnel on site, as required by applicable legislation or the Manager-in-Charge.

19.0 Confined Space

19.1 Confined Space

19.1.1 Qualified and authorized contractor personnel must follow all required confined space entry procedures in accordance with applicable legislation and standards prior to entering into a confined space.

19.1.2 Rescue procedures and equipment must readily available when required to enter a confined space.

20.0 Reportable Accidents, Incidents, and Injuries

20.1 Reportable Injuries

20.1.1 Reportable injuries include any personal injury to:

- (a) Contractor personnel.
- (b) any CPKC personnel, or
- (c) to any third party on CPK property.

20.2 Reportable Accidents

20.2.1 Reportable accidents include any occurrence that results in:

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

20.3 Reportable Incidents

20.3.1 Reportable incidents include:

- (a) unintended movement of railroad equipment.
- (b) failure to provide track protection for workers when required.
- (c) movement of railroad equipment beyond authorized limits.
- (d) operation of railroad equipment by an unqualified person.
- (e) unauthorized handling of a track switch.
- (f) damage, vandalism or tampering with any railroad signals, structures or railroad safety device.
- (g) seepage, leakage, spills of, or other contamination from, hazardous materials.
- (h) actual, threaten or suspected security related incidents.
- (i) slides, washouts, or other on-track obstructions, or
- (j) any occurrence that may disrupt the movement of trains or affect safe rail operations.

21.0 Reporting

21.1 Emergency Reporting

21.1.1 In the case of an emergency, contractor personnel must call:

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

21.2 Accident, Incident, Injury Reporting

21.2.1 When an accident, incident or injury occurs on CPKC Property, the contractor must:

- (a) immediately report it to the
 - (i) CPKC U.S. North (north of Kansas City) 1-800-716-9132 or CPKC U.S. South (Kansas City and south of) 1-877-527-9464
 - (ii) CPKC Manager-in-Charge
- (b) follow all instructions given to protect the scene.

21.2.2 CPKC is obligated to report contractor personnel injuries occurring on CPKC property to the Federal Railroad Administration (FRA). Any state or required regulatory reporting remains the contractor's responsibility.

21.3 Information to Report

21.3.1 Information required with the initial report includes:

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

21.4 Environmental Incidents and Spills

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

- (a) Report the incident to the Operations Center, the Manager-in-Charge, and the designated CPKC Contact as per the governing agreement relating to the work.
- (b) take all reasonable actions to contain the spill.
- (c) respond in accordance with its emergency response plan, and
- (d) provide CPKC with the following information:
 - (i) description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers).
 - (ii) type and quantity of substance released.
 - (iii) cause of spill or deposit, if known, and
 - (iv) details of any immediate action taken, or action proposed to be taken to contain spill and recover substance.

21.5 Additional Contractor Requirements

21.5.1 Contractor and Contractor Personnel must:

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

22.0 Contractor & Contractor Personnel Acknowledgement

Acknowledgement

- 20.1.1 Contractor and Contractor Personnel who Work on CPKC Property shall be deemed to have read and understood the content of these CPKC Safety Requirements for Contractors - United States, as amended from time to time, and to agree to be bound by them.
- 20.1.2 These CPKC Safety Requirements for Contractors - United States are subject to change without prior notice.



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

21.0 Attachment A - Emergency Information Sheet

Emergency Contact Information:		
Emergency Contacts:	Phone:	Location:
CPKC U.S. North (North of Kansas City):	1-800-716-9231	
CPKC Public Safety Communication Centre (PSCC)		
CPKC U.S. South (Kansas City and south of)	1-877-527-9464	
CPKC U.S. North Railroad Dispatcher Radio Channel:		
CPKC U.S. South Railroad Dispatcher Radio Channel:		
Manager-in-Charge (MIC):		
Local Emergency Services (EMS):		
Local Police Services:		
Local Fire Services:		
Hospital:		
Physician:		
Aircraft service, (if applicable):		
Watercraft service, (if applicable):		
Other Emergency Services:		
Emergency Evacuation Route: (Describe nearest evacuation assembly location or provide sketch on back)		

22.0 Attachment B - Work Site Information Sheet

Work Site Information:	Details:
Worksite Location Name:	
Worksite Location Address:	
Railroad Subdivision Name and Mileage:	
Nearest Town:	
Manager-in-Charge: (Name/ Phone Number)	
Contractor Supervisor: (Name/ Phone Number)	
Worksite Phone Number:	
Certified First Aid Attendant(s): (Name(s) / Phone Number(s))	
Location of First Aid Kit(s):	
Location of AED (if onsite):	
Location of Fire Extinguishing Equipment:	
Location of Safety Data Sheets (SDSs):	

Utility Information:		
Utilities Contact:	Phone:	Location:
Natural Gas:		
Water/ Sewer:		
Electrical (Overhead):		
Electrical (Underground):		
Fiber Optic Line:		
Phone Lines:		
Cable Lines:		
Confined Space Entry, (if applicable)		
Equipment requirements for confined space entry/ rescue, (if applicable):		
Fall Protection Plan Location, (if applicable):		
Other:		

