

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of February, 2024 (the “Effective Date”), by and between the City of Northfield, Minnesota, a Minnesota municipal corporation (the “City”) and Soo Line Railroad Company, a Minnesota Corporation d/b/a CPKC (“CPKC”), whose business address is 120 South 6th Street, Minneapolis, Minnesota 55402, each individually referred to herein as “Party” and collectively “the Parties.”

WITNESSETH

WHEREAS, the City proposes to replace an existing box culvert to better convey waterflow from the Lincoln Waterway underneath the right-of-way and railroad track of CPKC in the City of Northfield, Rice County, Minnesota (the “Project”); and

WHEREAS, the proposed box culvert, which is intended to mitigate risks of upstream flooding, will replace the existing box culvert that crosses underneath the track of CPKC at CP MP 52.69 Austin Subdivision, Latitude 44.465357/Longitude -93.162860 and

WHEREAS, CPKC’s property under which the box culvert shall cross (the “Property”) is depicted in the plan(s) marked Schedule A, attached hereto and incorporated herein, and described in the license agreements marked Schedules B and C, attached hereto and incorporated herein; and

WHEREAS, Progressive Rail, Inc. (herein and in all accompanying Schedules, “PGR”) is a shortline railroad and Minnesota corporation that has leased and operates over the Savage Rail Spur that is on CPKC’s “Lakeville Line” (PGR’s “Jesse James Line”), which is a line of track that runs between the towns of Lakeville and Northfield, Minnesota, and which includes the Property; and

WHEREAS, the City and PGR have entered into a Letter Agreement dated August 10, 2023, under which PGR has authorized the City to enter upon the property that PGR has leased from CPKC for the purpose of constructing the Project; and

WHEREAS, under the terms of the lease agreement between PGR and CPKC, third party usage of any portion of the Lakeville Line requires written permission from CPKC; and

WHEREAS the CPKC desires to grant such permission and the Parties further desire the Project to be performed in accordance with plans, specifications, and special provisions prepared by the City and approved by CPKC; and

WHEREAS, it is contemplated that said work be carried out by the Parties in accordance with applicable Minnesota statutes; and

WHEREAS, the classification of the Project is in accordance with the 2018 Edition of the Minnesota Department of Transportation’s Standard Specifications for Construction; and

WHEREAS, the Parties desire to set forth the terms and conditions for establishment, construction, and maintenance of said underground box culvert;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreement as hereinafter contained, the Parties agree as follows:

1. The City shall secure or cause to be secured, without cost or assessment to CPKC, all other rights required for or incidental to the Project except as provided herein.

2. This Agreement, with its attached Schedules, is subject to the superior title of CPKC to the Property and to all other outstanding and superior rights, if any; and the City shall not, by reason of rights hereby granted, acquire or assert title to any of the Property adverse to CPKC's title. CPKC and/or PGR shall have the continuing and compatible right to use and occupy the Property for railroad construction, operation, and maintenance purposes and repair their/its facilities within the limits of the underground box culvert and to construct such other facilities as from time to time that CPKC and PGR may duly choose. The City's right to construct and henceforth use the box culvert to better convey waterflow from the Lincoln Waterway is at all times subject to the terms and provisions of this Agreement and its attached Schedules.

3. The City shall prepare, or cause to be prepared, and submit for CPKC approval prior to construction of the Project all necessary plans and specifications covering construction of the box culvert, approaches thereto, drainage, and all work incidental thereto generally in the area of CPKC's right-of-way and facilities. Upon CPKC's approval of the plans and specifications, the City shall construct the Project in accordance thereto and will supervise and furnish engineering and inspection for all work performed thereunder.

4. No change shall be made on any approved plan or specification by either Party without prior written consent of the other Party insofar as the same relates to CPKC's facilities or operations.

5. The Parties shall perform, or cause to be performed, in accordance with detailed plans and specifications approved by CPKC, the following items of work:

A. Work by the City

Except as set forth in this Agreement, including the accompanying Schedules, the City or its contractor(s) shall furnish or cause to be furnished, at the sole cost and expense of the City, all labor, material, work equipment, and tools and perform all work necessary to construct and complete the following (in summary, "City Work"):

- i. The preparation of the box culvert plans and specifications;
- ii. The removal of the existing box culvert;

- iii. The construction of the replacement box culvert;
- iv. The completion of site restoration, including but not limited to restoring drainage and establishing vegetation;
- v. Incidental work necessary to complete the items hereinabove specified; and
- vi. The City shall provide CPKC with as-built plans upon completion of the Project.

B. Work by CPKC

CPKC or its contractor(s) shall furnish or cause to be furnished, at the sole cost and expense of the City, all labor, material, work equipment, and tools and perform all work necessary to construct and complete the following (in summary, "CPKC Work"):

- i. Review and approve the replacement box culvert plans and specifications;
- ii. Review construction submittals and RFI's, as applicable;
- iii. Perform construction observation, as deemed necessary by CPKC; and
- iv. Incidental work necessary to complete the items hereinabove specified.

All CPKC Work shall be at the City's cost and expense on a CPKC-supplied materials and labor basis, including review of the City's plans. CPKC shall invoice the City monthly for such cost and expense, which the City shall cause to be paid in accordance with its regular procedures, applicable statutes, and regulations. CPKC's costs associated with CPKC Work will be based on CPKC's applicable rates and internal overheads (including labor, material and equipment overheads) and any value added, sales, goods and services, or similar tax which may be imposed on any such amounts pursuant to any federal, state, or local law.

6. Upon completion of the Project, CPKC shall thereafter maintain the box culvert, and replace at the end of its useful life, at the City's sole cost and expense

7. The City agrees that, in the event that any drainage or similar conditions develops on CPKC's right-of-way and substantially interferes with the operations CPKC or PGR, or any other duly-authorized third party, because of the Project or its subsequent installation, the City will promptly remedy or eliminate such condition upon receipt of written notice from CPKC.

8. CPKC assumes no responsibility for the design, construction, or operation of the box culvert. To the fullest extent permitted by law, the City shall release, defend, indemnify, and hold harmless CPKC for any and all accidents, injury, and/or property damage that may be result of the design, construction, or operation of the box culvert.

9. Prior to entering the Property, the City or its contractor will arrange to execute CPKC's standard Right of Entry License Agreement ("ROE License Agreement"), which is attached as Schedule B; and must at all times when on railroad property use personal protective

equipment as follows: hard hats, orange reflectorized safety vests, safety glasses, and safety boots and adhere to CPKC's standard Minimum Safety Requirements for Contractors attached hereto and marked as Schedule C. All City Work and related activities of the City and its employees, agents, and contractors in connection with this Agreement shall be deemed "Work" under the ROE License Agreement, and shall be subject to all the terms and conditions of the ROE License Agreement, and all rights, obligations, and remedies of the Parties under the ROE License Agreement with respect to such Work shall be cumulative to those provided hereunder.

10. In completing the Project, the City shall coordinate with PGR by separate agreement on the timing and circumstances of track blocks/outages, track removal, and track replacement by the City, as well as flagging protection by PGR for all such entrances by the City upon the Property.

11. The City shall secure, at the City's own expense, any permits or licenses required by state or local laws or ordinances and shall comply with all applicable laws, including but not limited to any laws, regulations, standards and permit requirements relating to environmental pollution or contamination or to occupational health and safety.

12. In the event that the City does not enter into a contract for construction of the Project contemplated by this Agreement on or before a day twelve (12) months after the Effective Date of this Agreement, then either Party may, at any time thereafter, serve notice of cancellation upon the other Party, by registered mail, and this Agreement together with its attached Schedules shall immediately be cancelled and terminated.

13. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota without regard to its conflict of law principles.

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

15. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, including any provision in one or more of the attached Schedules, the validity or enforceability of the other provisions hereof shall not be affected thereby. The Parties acknowledge and agree that in the event any term or provision herein is determined to be unenforceable as written, but could be enforced if limited, then such provision shall be enforced to the fullest extent permitted by law.

16. The language used in this Agreement should be deemed the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party.

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

18. This Agreement shall be binding upon, and inure to the benefit of, the Parties' respective successors and assigns.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers effective when the City and CPKC have endorsed their acceptance thereon.

THE CITY OF NORTHFIELD, MN

SOO LINE RAILROAD COMPANY
D/B/A CPKC

By: _____
[City officer name & title]

By: _____
Daniel Sabatka
Director Public Works

SCHEDULE "A"
 ATTACHED TO CONTRACT BETWEEN
SOO LINE RAILROAD COMPANY
 AND



CITY OF NORTHFIELD

SCALE: 1 IN = 100 FT
 EAST DIV.
 AUSTIN SUBDIV.
 MP: 52.69
 DATE: 9/21/2023

SECTION: 36
 TOWNSHIP & RANGE:
112N 20W
 MERIDIAN: 5PM



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>8' x 8'</u>	-	LENGTH ON R/W:	<u>150'</u>	-
CONTENTS:	<u>STORM SEWER</u>		WORKING PRESSURE:	<u>GRAVITY</u>	
PIPE MATERIAL:	<u>STRUCTURAL BOX CULVERT</u>	-	BURY: BASE/RAIL TO TOP OF CASING	<u>18'</u>	
SPECIFICATIONS / GRADE:	<u>5,000 PSI</u>	-	BURY: NATURAL GROUND	-	
WALL THICKNESS:	<u>10"</u>	-	BURY: ROADWAY DITCHES	-	
COATING:	-	-	CATHODIC PROTECTION	<u>NO</u>	
VENTS: NUMBER <u>-</u> SIZE <u>-</u> HEIGHT OF VENT ABOVE GROUND <u>-</u>					

NOTE: CASING TO BE INSTALLED BY OPEN CUT

NORTHFIELD
COUNTY OF RICE

STATE OF MN

JRG

SCHEDULE B
RIGHT OF ENTRY LICENSE AGREEMENT

THIS RIGHT OF ENTRY LICENSE AGREEMENT (hereinafter called, “**ROE License Agreement**”) is made by and between

1. PARTIES

SOO LINE RAILROAD COMPANY, a Minnesota Corporation doing business as CPKC, with general offices at:

Address	Contact Info	
Public Works Department 120 South Sixth Street Minneapolis, Minnesota 55402	Name:	Brian Osborne
	Phone:	(612) 330-4555
	Fax:	
	Email:	Brian_Osborne@cpr.ca

hereinafter called “**CPKC**,”

and

The CITY OF NORTHFIELD, MINNESOTA, a Minnesota municipal corporation, whose address is:

Address	Contact Info	
801 Washington Street Northfield, MN 55057	Name:	Cole Johnson, Water Quality Tech
	Phone:	(>) >
	Fax:	(>) >
	Email:	cole.johnson@northfieldmn.com

hereinafter called “**Licensee**,” each individually being referred to herein as “**Party**” and collectively as “**the Parties**.”

2. PROPERTY; SCHEDULE; GRANT OF LICENSE;

2.1. Property

CPKC hereby grants Licensee a license to enter in and upon certain property owned or controlled by CPKC in Northfield, Minnesota at or near CP Milepost 52.69 on the Austin Subdivision, as shown on the drawing labeled SCHEDULE A, attached herewith and made a part hereof (“the Property”),

2.2 Work Schedule

for or the sole for the purpose of performing, generally, the following activities: replacement of an existing waterflow underground box culvert (the “Work”) within the scope and in the manner described in Licensee's plans, specifications, and special

provisions and which have been approved by CPKC's Designated Engineering Representative.

2.3. Grant of License

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

2.4. Agreement To Be Available At Work Site

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

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1. Term

The term of this ROE Agreement shall

Commence at 12:01 am on **April 1, 2024**, the "**Commencement Date;**" and

Expire at 11:59 pm on **October 15, 2025**, the "**Expiration Date;**"

the "**Term.**" Upon agreement between CPKC and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this ROE License Agreement.

3.2. Effective Date

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

3.3. Expiration

This ROE License Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this ROE License Agreement, the preceding sentence shall not terminate or limit any Claim by CPKC against Licensee arising prior to the Expiration Date.

3.4. TERMINATION; EXCLUSION:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this ROE License Agreement is terminable by CPKC prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. The early termination of this Agreement shall not terminate or limit any claim by CPKC against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this ROE License Agreement, any employee or agent of CPKC may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

4. PAYMENTS

4.1. License Fee

In consideration of the permissions herein granted, the Licensee shall with its execution hereof pay to CPKC the sum of **One Dollar (\$1.00)**.

4.2. Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal, or any other service or commodity connected with the Work, collectively "**Utility Service.**" If any Utility Service fee is in common with CPKC or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CPKC or such other party for its share. It shall be a default in the terms of this ROE License Agreement if it can be shown that Licensee has not made such payments within 30 days if due to CPKC, or within 60 days if payable to any other party.

4.3. Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CPKC, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CPKC against any Claims (as defined in Section 7.1.1) arising out of or connected with such lien.

4.4. Additional Charges

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

4.5. Due Dates; Penalties; Other Charges

4.5.1. Due Dates

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

4.5.2. Late Fees

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

4.5.3. Fines & Service Fees

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

4.6. Work At No Cost To CPKC:

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

5. CONTACT, NOTICES, ETC.

5.1. Contact Persons; Communications

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

5.2. Notices

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

5.3. Notification Prior To Beginning Work

Licensee must notify PGR in writing at least seven (7) days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed so that PGR may arrange for the necessary flagging protection under the terms of a separate agreement between Licensee and PGR. In the event that PGR henceforth ceases to lease the portion of the Lakeville Line on which the Licensed Premises is located, then this notification obligation on Licensee's part shall be to whatever party CPKC shall so designate.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CPKC

6.1. Permitted Uses

6.1.1. The Work

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

6.1.2. Government Authorities

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

6.2. Prohibited Uses and Activities

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

6.2.1. Advertising

permit any advertisements or signs upon the Property;

6.2.2. Use of Hazardous Substances

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

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

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

6.2.4. Subleasing Prohibited.

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

6.3. Reservations and Rights of CPKC

6.3.1. Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CPKC, PGR, and any other duly-authorized third party/lessee in connection with their operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

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

The rights herein granted to Licensee to conduct the Work are subject to the rights granted in all other licenses, permits, and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements that exist or may be placed upon, across, above or underneath the Property by CPKC, or its employees, agents, licensees, grantees, representatives or invitees. Further, CPKC reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3. Monitoring

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

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions. For purposes of this ROE License Agreement:

- 7.1.1** “**Claim**” or “**Claims**” means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorneys’ fees, consultants’ fees, response costs, remedial action costs, cleanup costs, and expenses which may be related to any Claims);
- 7.1.2** “**Environmental Law**” or “**Environmental Laws**” means all Governmental Requirements that, in any way, govern or regulate Licensee’s Work or activities arising from or relating to or resulting from such Work for the protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species, and vegetation), including, without limitation, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 5101 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. §§ 136 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, as amended, 42 U.S.C. §§ 300f et seq., all as amended from time to time, or hereafter enacted;
- 7.1.3** “**Governmental Requirements**” shall mean all federal, state, and local laws, statutes, ordinances, regulations, codes, standards, guidance, judicial or administrative orders, consent decrees, binding judgments, or the orders of any public agency or authority, or association, or other similar requirements, now or hereafter in effect, in each case as amended or supplemented from time to time, that, in any way, govern or regulate Licensee’s Work on or use of the Property or activities arising from or relating to or resulting from such Work on or use of the Property.
- 7.1.4** “**Hazardous Substance**” or “**Hazardous Substances**” means any substance, class of substances, or such quantity of an otherwise non-hazardous substance or substances, which are or may be detrimental to the environment or human or animal health including, without limitation:
- a. radioactive, explosive, poisonous, corrosive, flammable, or toxic substances or materials;
 - b. toxic substances, which shall include, without limitation, asbestos, polychlorinated biphenyls, all chemicals and substances known or suspected to cause cancer or reproductive toxicity;

- c. any substance, chemical, or material declared to be hazardous or toxic under any Governmental Requirements applicable to CPKC, Licensee, or the Property;
- d. any Waste containing hazardous biological material;
- e. 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 humans or by any animal, fish, or plant; and
- f. any solid, liquid, gas, or odor or combination of any of them that, if Released, creates or contributes to a condition that:
 - i. endangers the health, safety, or welfare of humans;
 - ii. interferes with the normal enjoyment of life or property; or
 - iii. causes damage to plant life, animal life, or to property.

7.1.5 “**Release**” or “**Released**” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or spreading of any Hazardous Substance into the environment, as “environment” is defined in CERCLA or any other Governmental Requirement;

7.1.6 “**Response**” or “**Respond**” means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess, or abate the Release of a Hazardous Substance;

7.1.7 “**Use**” as a verb, shall be broadly defined to include all uses, including without limitation to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend, or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements.

7.2.1 Tenants and Licensees in possession of Property

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

7.2.2 Underground Utilities And Structures

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CPCBYD “Canadian Pacific Call before You Dig”** at **1-866-291-0741 for Signal, Fiber Optics, and Power for CPKC Facilities on Canadian Pacific Right of Way and the Minnesota’s “ONE CALL”** a minimum of five (5) business prior to commencing any excavation, boring, or earth-moving on the Property.

- c. CPKC will cooperate with Licensee to identify the location of underground utilities and structures known to CPKC, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws

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

7.2.4 Compliance With CPKC Safety Requirements; Identification

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

7.3 Work In Close Proximity To Railroad Operations; Drainage:

7.3.1 Interference With Railroad Operations

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

7.3.2 Clearance

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

7.3.3 Flagging

Licensee must make arrangements with PGR for such flagging or watchman service for the protection of railroad traffic. The fact that PRG and/or CPKC provides such service shall not relieve Licensee from any liability under this ROE License Agreement. In the event that PGR henceforth ceases to lease the portion of the Lakeville Line on which the Licensed Premises is located, then this obligation on Licensee's part to make arrangements for flagging protection shall extend to making arrangements with whatever party CPKC shall so designate, including CPKC itself. CPKC's labor and material additives are subject to change without notice to Licensee, and CPKC shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

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

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

7.3.5. Storm Water

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

7.3.6. Fencing

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

7.4 Conduct

7.4.1. Property clean, safe and free from nuisances

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

7.4.2. Release of Hazardous Substances

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

7.4.3. Response Actions

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

- a. Give rise to any Claim under any Environmental Law,
- b. Cause a public health or workplace hazard, or
- c. Create a nuisance.

7.5. Required Notices/Disclosures

7.5.1 Transportation and Disposal Contracts

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

7.5.2 Releases or Suspected Releases

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

7.5.3. Notices, summons citations, etc.

The Licensee shall promptly provide CPKC with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens, or Response actions in progress, and other communications, written or oral, actual

or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state, or local agency or authority, or any other entity or individual, concerning:

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

7.5.4. Other Reports

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

7.6. CPKC's Right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in Section 7.5.3 connection with any action taken pursuant to Section 7.4.3, Licensee shall notify CPKC of and permit CPKC to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans, and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CPKC to at least the same extent as Licensee.

7.7. Restoration of Property;

Upon completion of the Work or expiration or early termination of this ROE License Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CPKC, taking into account the necessary changes associated with the agreed-to construction by Licensee of an underground box culvert, its approaches, drainage, and all work incidental thereto). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CPKC and in accordance with all applicable laws, all at no expense to CPKC.

8. LIABILITY

8.1. Damage To Tracks, Facilities, And Equipment

If any tracks, facilities, or equipment owned, used, or maintained by CPKC are damaged in connection with the Work, CPKC shall repair (or arrange for the repair of)

such damage and Licensee shall pay the full cost of such repair within 30 days after CPKC shall tender a bill therefor.

8.2. Assumption Of Risk

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

8.3. Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the CPKC Indemnified Parties (as defined below) against all Claims (as defined in Section 7.1.1) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this ROE License Agreement, or the exercise by Licensee of the license granted by this ROE License Agreement. As used in this ROE License Agreement, CPKC Indemnified Parties, individually and collectively, means (a) CPKC, or (b) CPKC's directors, officers, stockholders, employees, agents, invitees, insurers, parents, affiliates, subsidiaries, predecessors, successors, and assigns, or (c) anyone acting on behalf of any person or entity described in (a) or (b).

9. INSURANCE.

9.1. Licensee shall procure and maintain in effect the insurance requirements set forth in Appendix 1.

10. GENERAL PROVISIONS

10.1. Survival of Indemnity Provisions.

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

10.2. Mere License.

The permissions encompassed by this ROE License Agreement constitute a mere license to use the Property for the specified purpose of Licensee's performance of the Work and does not create any estate or interest in the Property.

10.3. No Warranty Of Title.

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

10.4. Assignment; Binding Effect:

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

10.5. Governing Law:

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

10.6. Entire Agreement:

This ROE License Agreement is the full, complete, and entire agreement of the parties with respect to Licensee's licensed right of entry upon the Property as set forth herein, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this ROE License Agreement.

10.7. Headings:

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

10.8. Singular And Plural:

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

10.9. Duplicate Copies & Counterparts.

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

11. SIGNATURES.

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

THE CITY OF NORTHFIELD, MN

**SOO LINE RAILROAD COMPANY,
D/B/A CPKC**

By: _____
Rhonda Pownell, Mayor

By: _____
Daniel Sabatka
Director Public Works

Date: _____

Date: _____

By: _____

Lynette Peterson, City Clerk

Appendix 1

Insurance Requirements

1. Insurance: Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CP, policies of:

(a) Commercial General Liability (C.G.L.) insurance with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:

(i) Canadian Pacific Railway Company and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;

(ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

(iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;

(iv) broad form products and completed operations;

(v) sudden and accidental pollution liability, if applicable;

(vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and

(vii) shall not exclude operations on or in the vicinity of the railway right of way.

(b) Automobile Liability insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement. In the event any contractors access the Property, each contractor shall independently maintain Automobile Liability insurance covering bodily injury and property damage in an amount of not less than Two Million Dollars (\$2,000,000) per accident covering the ownership, use, and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the contractor and/or its subcontractors and used in connection with this Agreement.

During any period in that Work is to be performed on the Property and/or Utility Line, Licensee or its contractor performing the Work, shall obtain the following additional insurance:

- (a) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee,

and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

- (b) Railroad Protective Liability insurance, in the name of CP, with a single limit (personal injury and property damage combined) of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) per aggregate.

- (c) Contractor's Pollution Liability insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(collectively, the "Insurance Coverage").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or

claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable. The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Licensee shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage prior to entering the Property or commencing any Work and CP may require Licensee to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance or notice(s) shall be sent via email to cpkc@ebix.com or via fax to (770) 325-6378. Upon request, Licensee shall provide CP with certified copies of the insurance policies. CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to maintain the Insurance Coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement

SCHEDULE C



Minimum Safety Requirements for Contractors
Working on CPKC Property - United States

Approval Authority:	Safety Management Systems	Effective Date:	May 1, 2023
Version:	1.0	Next Review Date:	May 1, 2026

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Minimum Safety Requirements for Contractors Working on CPKC Property - United States

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 Minimum 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 Minimum Safety Requirements cannot be waived or altered, in whole or in part, without a prior risk Assessment specific to the work being conducted, and written consent has been provided by the Manager-in-Charge.
- 2.3 Notwithstanding the foregoing, these Minimum 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 Minimum 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 Minimum 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).

Minimum Safety Requirements for Contractors Working on CPKC Property in the 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.).

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

4.0 Interpretation and Application

- 4.1 Where legislation is referred to in these Minimum Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.
- 4.2 Where standards, such as those of the American National Standards Institute (ANSI), are referred to in these Minimum Safety Requirements, they shall include all amendments and replacements thereof from time to time.
- 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) Minimum Safety Requirements for Contractors Working on CPKC Property in the United States.
 - b) Licenses, certifications, permits, training records or other documents required by applicable legislation or these minimum safety requirements.

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

- c) Contractor's site safety plan.
- 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.

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

7.0 Safety Training

7.1 Minimum 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 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.

7.2 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.

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, and at a minimum 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.

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

- 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. At a minimum, contractor and contractor personnel shall comply with the federal legislations set out below which list is intended solely for general guidance, and not as a comprehensive list of all applicable legislation.
- 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).

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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) authorizing access and in their possession at all times 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.

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

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 performs 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 (FMCSA), compliance of that modality's drug and alcohol program guidelines will be required and periodic audits to ensure compliance with these regulations may be performed and cooperation and compliance is expected upon request.

- 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.

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

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, 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.

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

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	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). Transition lenses are discouraged and should be worn with caution when working in changing light conditions. Personal sunglasses are discouraged and must not be worn when operating railway equipment. Wear mesh face shields over top safety glasses when using any striking tool while performing on track maintenance work (e.g., spiking, snapping on/off anchors, etc.). If working alongside CPKC employees, you will be required to comply with this practice.
Safety Footwear	Have defined heels. Laced fully to the top and tied securely for ankle support. When snow and ice conditions are present wear anti-slip winter footwear.
High Visibility Apparel	Lime-green is recommended when working on, or near tracks, or when performing work in proximity to CPKC personnel.

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

- 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.

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

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 50 feet / 15.2 m Clearance Requirement

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.

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

- 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.

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

- (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.

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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:

- CP-US 1-800-716-9132
- KC-US 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.

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

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.

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

- (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.

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

- 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).

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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.

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18.0 Emergency Response

18.1 Emergency Response Plan

18.1.1 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

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- (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.

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

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) CP-US 1-800-716-9132 or KC-US 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.

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

- (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.

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

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 Minimum Safety Requirements for Contractors While Working on CPKC Property in the United States, as amended from time to time, and to agree to be bound by them.
- 20.1.2 These Minimum Safety Requirements for Contractors Working on CPKC Property in the 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.*

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

21.0 Attachment A – Emergency Information Sheet

Emergency Contact Information:		
Emergency Contacts:	Phone:	Location:
CPKC Police Services:	1-800-716-9231	
KC Emergencies – United States:	1-877-527-9464	
CP-US Railroad Dispatcher Radio Channel:		
K-US 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)		

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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:			

