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THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 270-2010

**2010 ACTIVE TRANSPORTATION INFRASTRUCTURE STIMULUS PROGRAM
BISON DRIVE PATHWAY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 2010 Active Transportation Infrastructure Stimulus Program
Bison Drive Pathway

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 16, 2010.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

- B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, in accordance with B6.6, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B6. BID COMPONENTS

B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices, hard copy;
- (c) Bid Security;
 - (i) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;

B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.

B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B6.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B6.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.

B6.4.2 A hard copy of Form B: Prices must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.

B6.5 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.

B6.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).

B6.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.8 Bids shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B7.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, shall be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 For the convenience of Bidders, and pursuant to B6.4.2 and B14.4.3, an electronic spreadsheet Form B: Prices in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Bid Opportunity on the Bid Opportunities page at the Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B8.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. BID SECURITY

- B10.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B10.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B10.1.2 All signatures on bid securities shall be original.
- B10.1.3 The Bidder shall sign the Bid Bond.

- B10.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B10.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B10.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
- B11.1.1 Bidders or their representatives may attend.
- B11.1.2 Bids determined by the Manager of Materials, or his designate, to not include the bid security specified in B10 will not be read out.
- B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B14.4.3 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the General Conditions for Construction, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of:

- (a) Asphalt Pathway Construction, including:
 - (i) Bison Drive Bikeway (Barnes Street to Pembina Highway)

D2.2 The major components of the Work are as follows:

- (a) Bison Drive Bikeway (Barnes Street to Pembina Highway)
 - (i) Widening of existing 3.5m granular path to a 4.5m path from Barnes Avenue to the Superstore Access,
 - (ii) Installation of a 1.5m concrete sidewalk from Barnes Avenue to Superstore Access,
 - (iii) Installation of asphalt on path from Barnes Avenue to Pembina Highway,

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Stantec Consulting Ltd., represented by:

Wayne Byczek, P. Eng.
Transportation Engineer
905 Waverley Street
Winnipeg MB R3T 5P4

Telephone No. (204) 489-5900
Facsimile No. (204) 453-9012

D3.2 At the pre-construction meeting, Wayne Byczek, P. Eng. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D5. NOTICES

D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3,

D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

- D5.3 Notwithstanding C21, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Internal Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Commercial General Liability Insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg, The Province of Manitoba and The

Government of Canada, including authorized officials and representatives of the aforementioned, added as additional insureds, such liability policy to also contain a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractors' equipment), broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (i) Completed operations cover shall extend for a minimum of twenty-four (24) months beyond Total Performance date;
 - (ii) The policy shall provide coverage for the aforementioned entities as well as contractors and consultants and their directors, officers, employees and agents. A wrap-up liability policy, covering the entire Scope of Work may be purchased in place of a commercial general liability policy.
- (b) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) to be retained at all times during the performance of the Work and until the date of Total Performance; such insurance may be met through the commercial general liability cover where applicable;
- (c) Builder's Risk Insurance (Broad Form) including testing and commissioning, in the amount of one hundred percent (100%) of the total construction costs; written in the name of the Contractor, The City of Winnipeg and all other contractors, sub-contractors, engineering and architectural consultants etcetera;
- (d) Any other insurances, carrying suitable limits and deductibles, as may be required to cover the scope of the Work;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent

and prior to the commencement of any Work on the Site and in no event later than the date specified in the C4.1 for the return of the executed Contract.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

D12.2 The detailed work schedule shall consist of the following:
(a) a Gantt chart for the Work acceptable to the Contract Administrator.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:
(a) the Contract Administrator has confirmed receipt and approval of:
(i) evidence of authority to carry on business specified in D7;
(ii) evidence of the workers compensation coverage specified in C6.15;
(iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
(iv) the Safe Work Plan specified in D8;
(v) evidence of the insurance specified in D9;
(vi) the performance security specified in D10;
(vii) the subcontractor list specified in D11; and
(viii) the detailed work schedule specified in D12;

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D13.4 The City intends to award this Contract by May 07, 2010.

D14. WORKING DAYS

D14.1 Further to C1.1(gg);

D14.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record his assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that he agrees with the Contract Administrator's determination of the Working Days assessed for the report period.

D14.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

D14.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D14.1.4 The Contractor may be granted additional working days if the work at the rail crossing is not completed in reasonable time for the completion of the surface works.

D15. RESTRICTED WORK HOURS

D15.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D16. WORK BY OTHERS

D16.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) The City of Winnipeg Traffic Services Branch – relocation of signs (i.e. stop, no parking, etc.),
- (b) Manitoba Hydro – hydro pole relocation or removal is anticipated along Bison Drive east of the Superstore Access.
- (c) Canadian National Railway Crossing on Bison Drive – it is anticipated that CNR will install rail crossing signals, traffic control arms and a rubberized crossing surface for the Active Transportation Path through the rail crossing.
- (d) At the time of preparation of this Bid Opportunity, it is anticipated that the rail crossing works would be completed in June 2010.

D17. SUBSTANTIAL PERFORMANCE

D17.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D13.

D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D17.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D13.

D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City two-thousand dollars (\$2,000.00) per working day for each and every working day following the day fixed herein for Substantial Performance during which such failure continues.
- D19.2 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City two-thousand dollars (\$2,000) per working day for each and every working day following the day fixed herein for Total Performance during which such failure continues.
- D19.3 The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D19.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. SCHEDULED MAINTENANCE

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Reflective crack sealing during the Warranty Period as specified in CW 3250-R7.
 - (b) Maintenance of sodded and seeded areas during the Warranty Period as specified in CW 3510-R9 – Sodding and CW 3520-R7 - Seeding;
- D20.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D21. JOB MEETINGS

- D21.1 Regular job meetings will be held at Stantec Consulting Ltd Offices, 905 Waverley Street. The meeting will be on an as-needed basis as determine by the Contract Administrator. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of The City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, The City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D22.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 270-2010

2010 Active Transportation Infrastructure Stimulus Program
Bison Drive Pathway

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

The City of Winnipeg
Internal Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 270-2010

2010 Active Transportation Infrastructure Stimulus Program
Bison Drive Pathway

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM J: SUBCONTRACTOR LIST
(See D11)

2010 Active Transportation Infrastructure Stimulus Program
Bison Drive Pathway

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS:		
<u>Supply of Materials:</u>		
Geotextile Fabrics		
Sub-base and Base Course		
Concrete		
Asphalt		
<u>Installation/Placement:</u>		
Geotextile Fabrics		
Pavement Removal/Excavation		
Sub-base and Base Course		
Concrete		
Asphalt		
Topsoil / Sod		
Joint Sealant		
UNDERGROUND WORKS:		
<u>Supply of Materials:</u>		
Corrugated Metal Pipes		
<u>Installation/Placement:</u>		
Corrugated Metal Pipes		

FORM L: DETAILED WORK SCHEDULE
 (See D12)

2010 Active Transportation Infrastructure Stimulus Program
 Bison Drive Pathway

For each item of Work, indicate the cumulative percentage proposed to be completed by the end of each time period until 100% completion is achieved.						
Items of Work	Time Period in Working Days					
	5	10	15	20	25	30
Excavation						
Installation of Granular Sub-Base						
Installation of Granular Base Course						
Installation of Concrete Work						
Installation of Asphalt						
Landscaping						

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
W-374-01-R0	Cover Sheet	
W-374-02-R0	Barnes Street to Pembina Highway - Station 1+75 to Station 3+00	594mm x 841mm
W-374-03-R0	Barnes Street to Pembina Highway - Station 3+00 to Station 4+25	594mm x 841mm
W-374-04-R0	Barnes Street to Pembina Highway - Station 4+25 to Station 5+75	594mm x 841mm
W-374-05-R0	Barnes Street to Pembina Highway - Station 5+75 to Station 6+75	594mm x 841mm
W-374-06-R0	Barnes Street to Pembina Highway - Station 6+75 to Station 7+75	594mm x 841mm

E2. PROTECTION OF EXISTING TREES

- E2.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
 - Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
 - Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E2.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.

E2.3 No separate measurement or payment will be made for the protection of trees.

E2.4 Except as required in clause E2.1(c) and E2.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E3. TRAFFIC CONTROL

E3.1 Further to clauses 3.6 and 3.7 of CW 1130-R1:

- (a) Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
- (b) In accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

E4. TRAFFIC MANAGEMENT

E4.1 Further to clause 3.7 of CW 1130-R1:

E4.1.1 Intersecting street and private approach access shall be maintained at all times.

E4.1.2 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

E4.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E5. PEDESTRIAN SAFETY

E5.1 During the project, the Contractor shall be responsible for maintaining safe pedestrian access at all locations for this project. Temporary closure of sidewalks or crosswalks shall be discussed and approved by the Contract Administrator prior to the work. No measurement for payment shall be made for this work.

E6. WATER USED BY CONTRACTOR

E6.1 Further to clause 3.7 of CW 1120-R1, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water in accordance with the Waterworks By-law.

E7. SURFACE RESTORATIONS

E7.1 Further to clause 3.3 of CW 1130-R1, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E8. SALT TOLERANT GRASS SEEDING

DESCRIPTION

E8.1 Further to CW 3520 and CW 3540, this specification shall cover sub-grade preparation and the supply and placement of Salt Tolerant Grass Seed.

MATERIALS

E8.2 Salt Tolerant Grass Seed

E8.2.1 Salt Tolerant Grass Seed for regional and collector boulevards, medians and interchange areas shall be a mixture composed of:

- (a) Seventy percent (70%) Fults or Nuttals Alkaligrass (*Puccinellia* spp.), twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue and ten percent (10%) Perennial Ryegrass.

EQUIPMENT

E8.3 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

CONSTRUCTION METHODS

E8.4 Preparation of Existing Grade

E8.4.1 Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.

E8.4.2 Scarification shall consist of breaking up and loosening the sub-grade. No scarification shall occur within the edge of a tree canopy (or drip line).

E8.5 Salt Tolerant Grass Seeding

E8.5.1 Salt Tolerant Grass Seed shall be sown at a rate of 2.2 kilograms per 100 square meters.

MEASUREMENT AND PAYMENT

E8.6 Supply, placement and maintenance of Salt Tolerant Grass Seed will be paid for at the Contract Unit Price per square metre for "Salt Tolerant Grass Seeding", measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification. Payment for Salt Tolerant Grass Seeding shall be in accordance with the following:

- (a) Sixty five (65%) percent of quantity following supply and placement.
- (b) Remaining thirty five (35%) percent of quantity following termination of the Maintenance Period.

E9. FORT GARRY FEEDERMAIN

DESCRIPTION

E9.1 Contractors carrying out pavement repair work or working in close proximity to the Fort Garry Feedermain shall meet the following conditions and technical requirements;

- (a) No work shall commence at the site until the Fort Garry Feedermain location has been clearly delineated in the field including centreline alignment, outside limits of the pipe and top elevation of the pipe.
- (b) Granular material, construction material, soil or other material shall not be stockpiled in the Feedermain or within 5.0 meters of the feedermain centreline.
- (c) Stage construction such that the Feedermain is not subjected to significant asymmetrical loading at any time.
- (d) Where work is on the proximity to the Feedermain, utilize construction practices and procedures that do not impart excessive vibration loads on the Feedermain or that would cause settlement of the subgrade below the feedermain.

- (e) The contractor shall ensure that all work crew members understand and observe the requirements of this specification. Prior to commencement of on-site work, the contractor shall jointly conduct an orientation meeting with the Contract Administrator with all superintendents, foreman and heavy equipment operators to make all workers on-site fully cognizant of the limitations of altered loading on the Feedermain, the ramifications of inadvertent damage to the Feedermain and the constraints associated with the work in close proximity to the Feedermain.

E9.2 Demolition and Excavation

- (a) Concrete demolition and removal within 3.0 meters horizontally of the Feedermain shall be completed by sawcutting and removal, or use of hand held jackhammers. Use of machine mounted concrete breakers above the Feedermain shall not be permitted.
- (b) Where there is less than 1.6 meters of earth cover over the Feedermain and further excavation is required either adjacent to or over the Feedermain, utilize only smooth edged excavation buckets, soft excavation or hand excavation techniques.
- (c) Where there is less than 2.5 meters of cover over the Feedermain, offset the excavator or excavation equipment from the centreline, a minimum of 2.5 meters from Feedermain centreline, to carry out excavation.

E9.3 Subgrade Construction

- (a) Subgrade compaction shall be limited to static compaction methods.
- (b) Stage work activities to minimize the time period that the unprotected subgrade is exposed to the environment and protect the subgrade against the impacts of adverse weather if subbase and or base course construction activities are not sequential with the excavation.

E9.4 Subbase and Base Course Construction

- (a) Subbase and base course materials shall not be dumped directly on top of the Feedermain, but shall be carefully bladed in-place.
- (b) Subbase compaction shall be either carried out by static methods without vibration or with smaller equipment such as hand-held plate packers or small roller equipment.

E10. CANADIAN PACIFIC RAILWAY CROSSING ON BISON DRIVE

DESCRIPTION

- E10.1 The Canadian National Railway will be upgrading the existing crossing at Bison Drive, including new rail crossing signal(s) for the road and pathway. CNR will also be installing a rubberized crossing surface across the tracks, thereby eliminating the need for asphalt adjacent to and in between the rails. The Contractor is expected to work with CNR to complete the works within the right-of-way.
- E10.2 The Contractor is expected to adhere to *CNR Safety Guidelines* and the *CNR Guidelines Regarding Access to Workplace*, as attached as Appendix "A".

E11. CORRUGATED STEEL PIPE – WYES

DESCRIPTION

- E11.1 One location along this project requires the installation of a corrugated steel "wye" pipe.

MATERIALS

- E11.2 The corrugated steel pipes shall be Steelcor or an approved equivalent.

CONSTRUCTION METHODS

- E11.3 The Contractor is required to supply and install the required “wye in accordance with the manufacturer’s specifications.
- E11.4 The work includes supply, installation, excavation, bedding materials, and backfill materials.

MEASUREMENT AND PAYMENT

- E11.5 Measurement and payment shall be based on a Lump Sum price bid for each installation as approved by the Contract Administrator. The item of work shall include all required labour, materials, equipment and all incidental items thereto that are not identified under a separate item of work.

E12. SUPPLY AND INSTALL DETECTABLE WARNING SURFACE TILES

DESCRIPTION

- E12.1 This specification covers the supply and installation of detectable warning surface tiles in sidewalk ramps and multi-use path ramps.

SPECIFICATIONS AND DRAWINGS

- E12.2 Referenced Standard Construction Specifications and Standard Details
- (a) CW 3235 - Renewal of Existing Miscellaneous Concrete Slabs
 - (b) CW 3240 - Renewal of Existing Curbs
 - (c) CW 3310 - Portland Cement Concrete Pavement Works
 - (d) CW 3325 - Portland Cement Concrete Sidewalk
 - (e) SD-229C - Curb Ramp for Concrete Pavement
 - (f) SD-229D - Curb Ramp for Asphalt Overlay
- E12.3 Attached; SDE Drawings and Installation Manual
- (a) SDE-229A - Curb Ramp Layout for Intersections
 - (b) SDE-229AA - Detectable Warning Surface in Curb Ramps for Intersections
 - (c) SDE-229AB - Curb Ramp Layout for Offset Intersections
 - (d) SDE-229BB - Detectable Warning Surface in Curb Ramps for Medians
 - (e) SDE-229E - Curb Ramp Depressed Curb
 - (f) Manufacturer’s Installation Manual – Armor-Tile Cast in Place Inline Dome Detectable/Tactile Warning Surface Tile.

MATERIALS

- E12.4 Acceptable Detectable Warning Surface Tile product is:
2’x 4’ (610 x 1220mm) Armor-Tile Cast in Place (yellow).

Available from:

Engineered Plastics Inc.
1400 Cornwall Road Unit 6
Oakville, Ontario L6J 7W5

Attention: Manny Burgio
Ph: 800-682-2525
Fax: 800-769-4463

or

Alsip's Building Products
1 Cole Avenue
Winnipeg, Manitoba

Attention: Jason Alsip
Ph. 204-667-3330

- E12.4.1 Detectable warning surface tiles shall be Highway Yellow (USA) or Safety Yellow (Canada).
- E12.4.2 Detectable warning surface tiles shall be cast in place type.
- E12.4.3 Truncated domes on detectable warning surface tiles shall be in accordance with ADA Accessibility Guidelines (ADAAG).

CONSTRUCTION METHODS

E12.5 General

- E12.5.1 Construct curb ramps, sidewalk ramps and multi-use path in accordance with referenced Standard Construction Specifications, Standard Details, and SDE drawings (attached).
- E12.5.2 Construct the lip of the depressed curb in accordance with SDE-229E.
- E12.5.3 Construct sidewalk ramp grades in accordance with SD-229C and SD-229D.
- E12.5.4 Install the detectable warning surface tile in accordance with the amended Manufacturer's Installation Manual (attached). Drill additional 6mm air vent holes in ribs under the tile as required and use vibration to help seat the tile, to facilitate the installation process.
- E12.5.5 Trim the corner of the tile at radii in accordance with SDE-229A, SDE-229AA and SDE-228AB
- E12.5.6 Install and orient the detectable warning surface tiles as shown on the referenced drawings or as directed by the Contract Administrator.

E12.6 Medians and Refuge Islands:

- E12.6.1 Where the distance from back of curb to back of curb is 1.32m or greater, install one detectable warning surface tile 50mm from the back of each curb.
- E12.6.2 Where the distance from back of curb to back of curb is less than 1.32m, leaving 50mm between the back of curb and the tile, cut the tile(s) to fill the remaining area between the curbs.

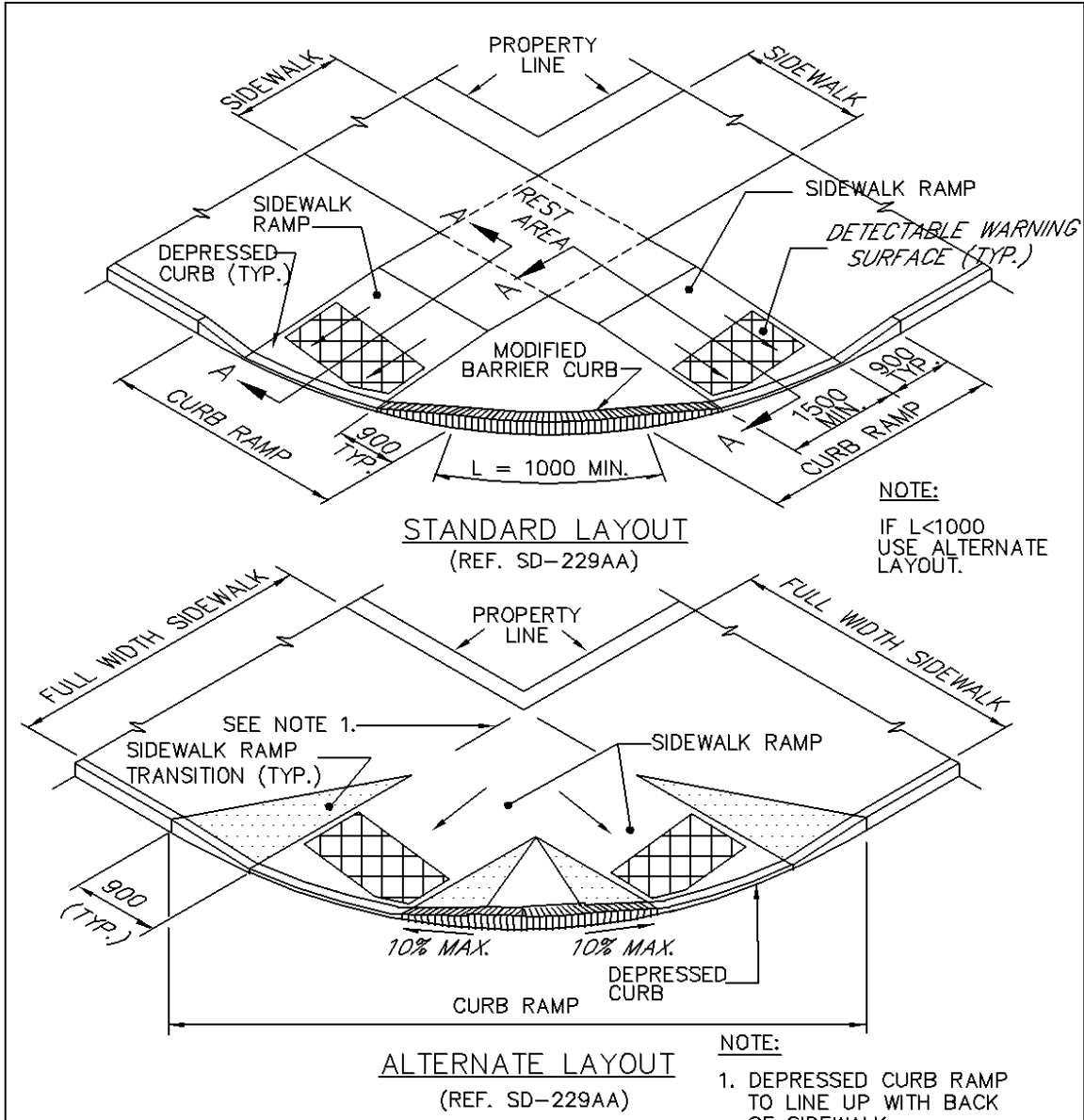
E12.7 Multi-use Paths

- E12.7.1 Construct a curb ramp with a depressed curb to the full width of the multi-use path in accordance with SDE-229E.
- E12.7.2 Construct a concrete ramp the width of the multi-use path and a minimum of 1.50m deep from back of curb in accordance with SD-229C and SD-229D.
- E12.7.3 Install two (2) tiles in each concrete ramp, one (1) on each side for each direction. Place the short edge of each tile 150mm from the edge of the concrete ramp, with both tiles in line with each other transversely across the concrete ramp. The tile(s) nearest the curb must be 50mm from back of curb similar to tile placement in SDE-229A.
- E12.7.4 Saw cut the middle of the concrete slab, perpendicular to the curb and to a depth of D/4. Cut additional sawcuts as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E12.8 Supply and installation of detectable warning surface tiles will be measured on a unit basis and paid for at the Contract Unit Price for "Detectable Warning Surface Tiles". The number of units to be paid for will be the total number of full or trimmed tiles supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- E12.8.1 The area under the detectable warning surface tile is part of the concrete sidewalk ramp and will be paid in accordance with CW 3235 and CW 3325.
- E12.8.2 The concrete sidewalk ramp and the concrete ramp for multi-use paths will be paid as 100mm sidewalk in accordance with CW 3235 or CW 3325.
- E12.8.3 Curb ramp will be paid in accordance with CW 3240 or CW 3310.

DRAWINGS AND INSTALLATION MANUAL



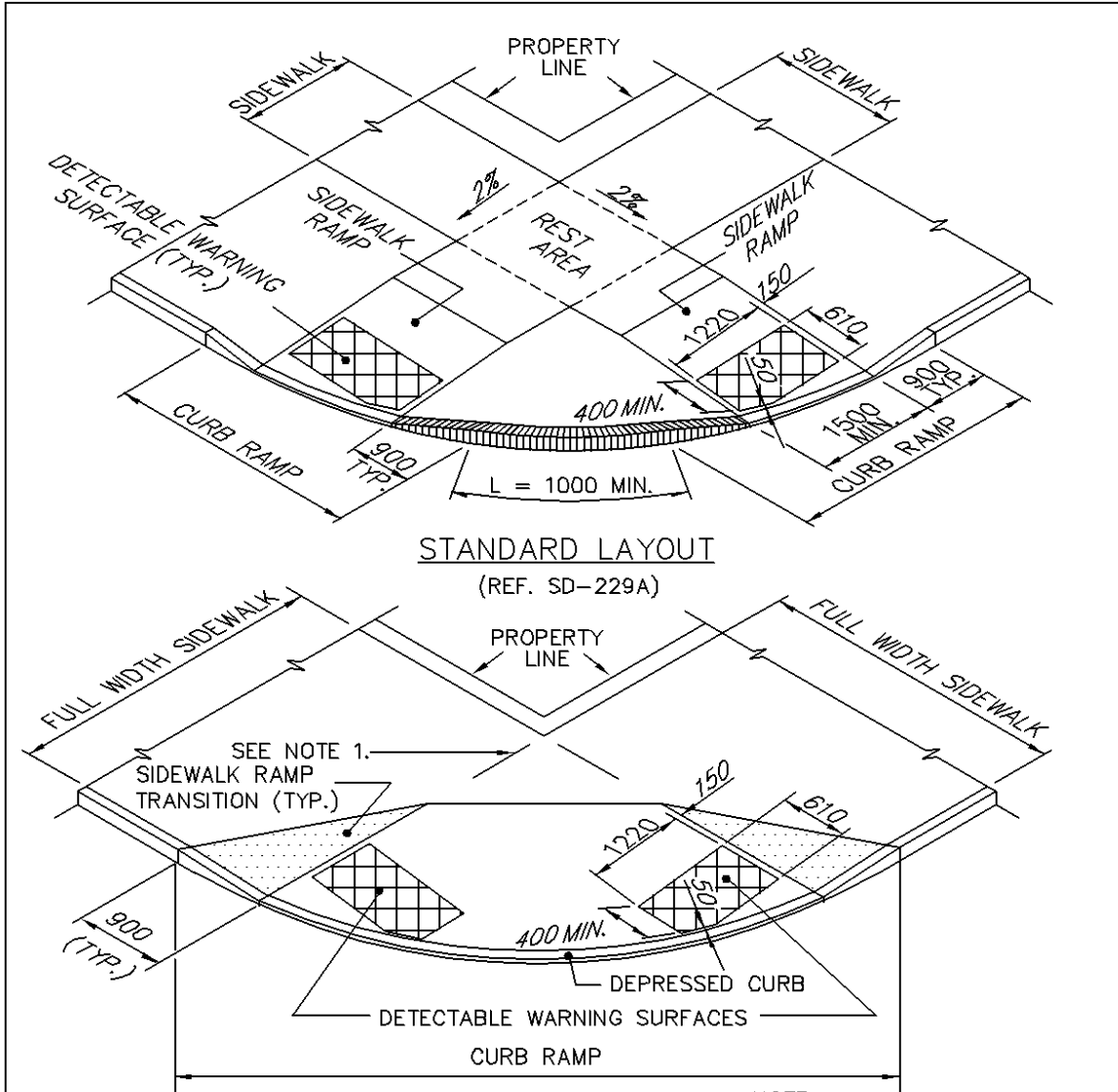
- NOTE:**
1. DEPRESSED CURB RAMP TO LINE UP WITH BACK OF SIDEWALK.
 2. FOR SECTION A-A SEE SD-229C & SD-229D
 3. SEE SDE-229AA, SDE-229BB & SDE-229E FOR DETECTABLE WARNING SURFACES.
- DIMENSIONS ARE IN MILLIMETRES

 **THE CITY OF WINNIPEG**
 PUBLIC WORKS DEPARTMENT

Reference Spec. No.
 CW 3235, CW 3310, CW 3325
 E-SUPPLY & INSTALL DETECTABLE WARNING SURFACE

CURB RAMP LAYOUT FOR INTERSECTIONS

Designed By: B.P.	Drawn By: T.G.A.	Scale : N.T.S.
Checked By: F.W.C.	Date: 10-02-18	Drawing No.
Approved:		SDE-229A



STANDARD LAYOUT

(REF. SD-229A)


ALTERNATE LAYOUT

(REF. SD-229A)

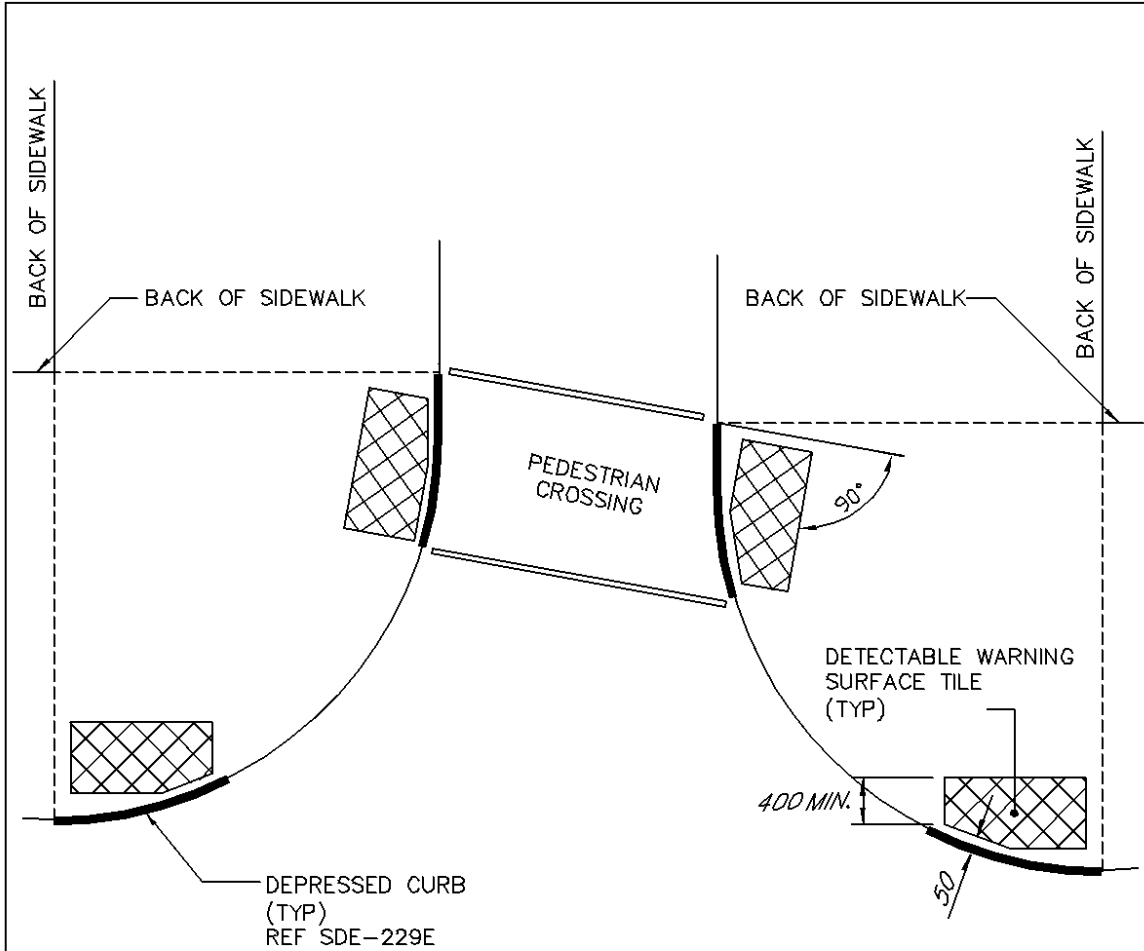
NOTE:

1. DEPRESSED CURB RAMP TO LINE UP WITH BACK OF SIDEWALK.
2. FOR A 1.83m WIDE SIDEWALK USE A DETECTABLE WARNING SURFACE MEASURING 610 X 1520

DIMENSIONS ARE IN MILLIMETRES


 THE CITY OF WINNIPEG PUBLIC WORKS DEPARTMENT	Reference Spec. No. CW 3235, CW 3310, CW 3325 E-SUPPLY & INSTALL DETECTABLE WARNING SURFACE	
	DETECTABLE WARNING SURFACE IN CURB RAMPS FOR INTERSECTIONS	

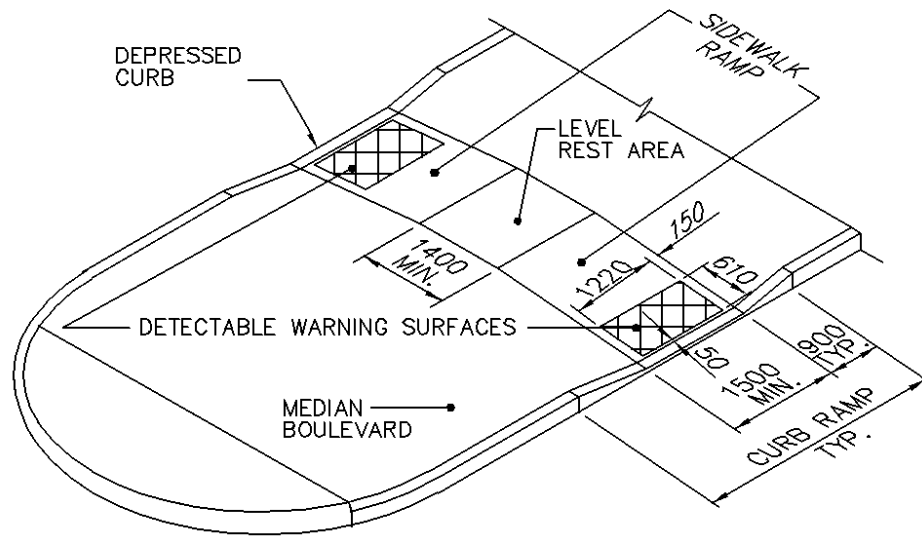
Designed By: B.P.	Drawn By: T.G.A.	Scale: N.T.S.
Checked By: F.W.C.	Date: 10-02-18	Drawing No.
Approved:		SDE-229AA



NOTES:

1. LOCATE GRATINGS, ACCESS COVERS AND OTHER APPURTENANCES OUTSIDE OF CURB RAMPS, DEPRESSED CURBS, CLEAR SPACE LANDINGS AND GUTTERS AS DIRECTED BY THE CONTRACT ADMINISTRATOR.
2. LOCATE END OF DEPRESSED CURB IN LINE WITH PROJECTED BACK OF SIDEWALK.


 THE CITY OF WINNIPEG PUBLIC WORKS DEPARTMENT		DIMENSIONS ARE IN MILLIMETRES		
Reference Spec. No. CW 3235, CW 3310, CW 3325 E—SUPPLY & INSTALL DETECTABLE WARNING SURFACE		Designed By: B.P.	Drawn By: T.G.A.	Scale : N.T.S.
CURB RAMP LAYOUT FOR OFFSET INTERSECTIONS		Checked By: F.W.C.	Date: 10-02-18	Drawing No. SDE-229AB
		Approved:		

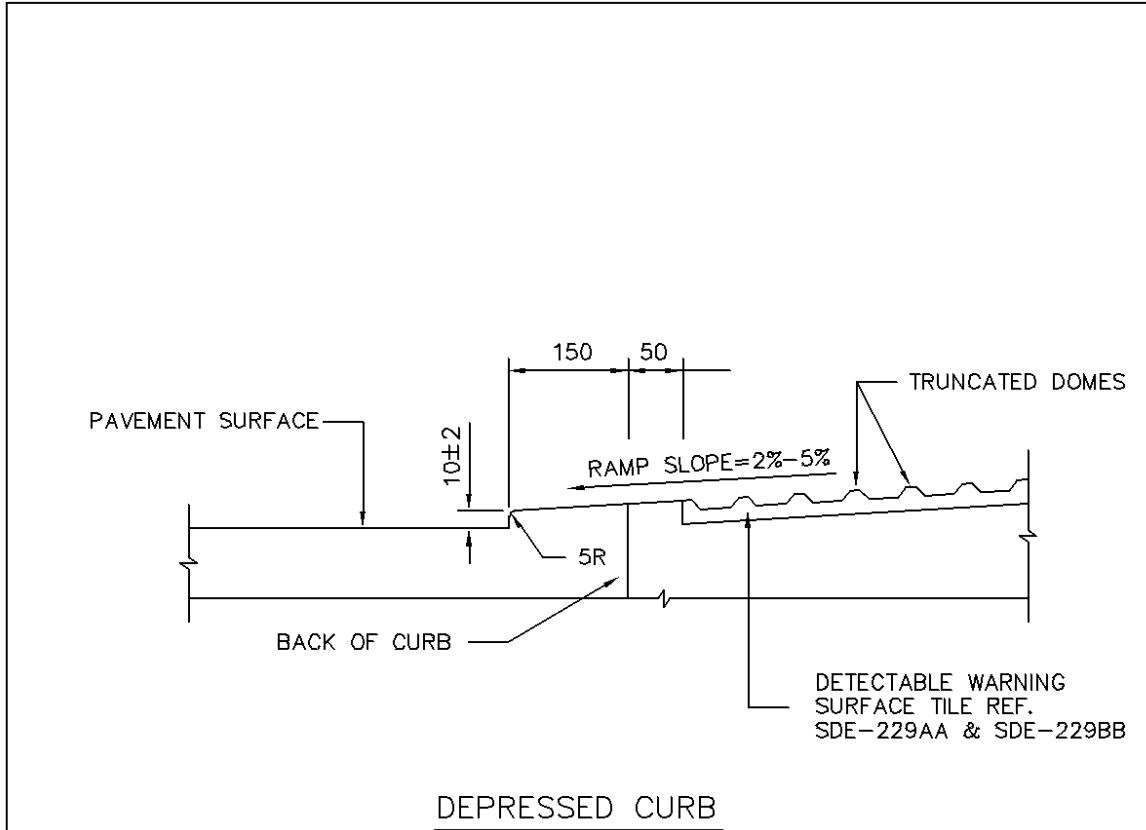


MEDIAN SIDEWALK CROSSING
 (REF. SD-229B)

NOTE:

1. FOR NARROW MEDIANS AND REFUGE ISLANDS < 1.32m IN WIDTH, PLACE DETECTABLE WARNING SURFACE FULL WIDTH, MAINTAINING 50mm SPACING FROM BACK OF CURB.
2. DETECTABLE WARNING SURFACE SHALL NOT BE PLACED AT PRIVATE APPROACHES OR ALLEYS.


 THE CITY OF WINNIPEG PUBLIC WORKS DEPARTMENT	DIMENSIONS ARE IN MILLIMETRES		
	Reference Spec. No. CW 3235, CW 3310, CW 3325 E-SUPPLY & INSTALL DETECTABLE WARNING SURFACE	Designed By: B.P.	Drawn By: T.G.A.
DETECTABLE WARNING SURFACE IN CURB RAMPS FOR MEDIANS	Checked By: F.W.C.	Date: 10-12-18	Drawing No. SDE-229BB
	Approved:		



DEPRESSED CURB

NOTES:

- 1) SIDEWALK RAMP SURFACE SHALL BE GIVEN A PARALLEL TEXTURED BROOM FINISH.
- 2) INSTALL DETECTABLE WARNING SURFACE SO THAT THE TOP OF THE TRUNCATED DOMES ARE FLUSH WITH THE SURFACE OF THE ADJACENT SIDEWALK.

 <p>THE CITY OF WINNIPEG PUBLIC WORKS DEPARTMENT</p>	DIMENSIONS ARE IN MILLIMETRES		
	Reference Spec. No. CW 3235, CW 3310, CW 3325 E-SUPPLY & INSTALL DETECTABLE WARNING SURFACE	Designed By: B.P.	Drawn By: T.G.A.
CURB RAMP DEPRESSED CURB	Checked By: F.W.C.	Date: 10-02-18	Drawing No. SDE-229E
	Approved:		

Manufacturer's Installation Manual Armor-Tile Cast In Place

Inline Dome Detectable/Tactile Warning Surface Tile

- A. During Cast In Place Detectable/Tactile Warning Surface Tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The specifications of the structural embedment flange system and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers. Not recommended for asphalt applications.
- C. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 – 7 to permit solid placement of the Cast In Place Detectable/Tactile Warning Surface Tile system. An overly wet mix will cause the tile to float. Under these conditions, suitable weights such as 2 concrete blocks or sandbags (25 lb) shall be placed on each tile.
- D. Prior to placement of the Cast In Place Detectable/Tactile Warning Surface Tile system, the contract drawings shall be reviewed.
- E. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, and a large non-marring rubber mallet are specific to the installation of the Cast In Place Detectable/Tactile Warning Surface Tile system. A vibrating mechanism such as that manufactured by Vibco can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1 foot square.
- F. The factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile.
- G. When preparing to set the tile, it is important that NO concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes in the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each embedment flange on the underside of the tile. This will lock the tile solidly into the cured concrete.
- H. The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed in accordance with the contract drawings. The Cast In Place Detectable/Tactile Warning Surface Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment process should not be accomplished by stepping on the tile as this may cause uneven setting which can result in air voids under the tile surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
- I. In cold weather climates it is recommended that the Cast In Place Detectable/Tactile Warning Surface Tiles be set deeper such that the top of domes are level to the adjacent concrete on the top and sides of ramp and that the base of domes to allow water drainage. This installation will reduce the possibility of damage due to snow clearing operations.
- J. Immediately after placement, the tile elevation is to be checked to adjacent concrete. The elevation and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates.
- K. While concrete is workable, a 3/8" radius edging tool shall be used to create a finished edge of concrete, then a steel trowel shall be used to finish the concrete around the tile's perimeter, flush to the field level of the tile.
- L. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile that may rock the tile causing a void between the underside of tile and concrete.
- M. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb each shall be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.
- N. Following the concrete curing stage, protective plastic wrap is to be removed from the tile surface by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft brass wire brush will clean the residue without damage to the tile surface.
- O. If desired, individual tiles can be bolted together using ¼ inch or equivalent hardware. This can help to ensure that adjacent tiles are flush to each other during the installation process. Tape or caulking can be placed on the underside of the bolted butt joint to ensure that concrete does not rise up between the tiles during installation. Any protective plastic wrap which was peeled back to facilitate bolting or cutting, should be replaced and taped to ensure that the tile surface remains free of concrete during the installation process.
- P. Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini-grinder. Use of a straightedge to guide the cut is advisable where appropriate.
- Q. Any sound-amplifying plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced and secured with construction adhesive. The air gap created between these plates and the bottom of the tile is important in preserving the detectability properties of the Armor-Tile system as required in various jurisdictions.

APPENDIX 'A'

SAFETY AND RELATED REQUIREMENTS AND INSTRUCTIONS FOR WORK ON RAILWAY RIGHT-OF-WAY ("CN RIGHT-OF-WAY") BY NON-CN PERSONNEL

Introduction

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

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

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

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

CN's Basic Safety Requirements

The Contractor's attention is drawn to the following highlights from CN's "Basic Safety Requirements":

1. Take all reasonable measures to ensure the protection of employees, customers, property, and the general public.
2. Address promptly all environmental and safety concerns.
3. Analyze all accidents or incidents resulting in, or having potential for, loss or injury, and take remedial action promptly to prevent recurrence.
4. Require all persons granted access to Company property to comply with applicable *Risk Management* policies, standards, and procedures.
5. Provide employees with appropriate training to enable them to work safely.
6. Inspect personal protective equipment (PPE), tools and equipment before use to ensure that they are in good working condition.
7. Contractors' employees or sub-contractors are required to familiarize themselves with the Contractor Safety Video entitled "Consider Yourself one of Us" and the "Safety Guidelines for Contractors Annex D", at www.contractororientation.com . Contractor's employees must complete the Contractor Orientation Course.

CN's Risk Management policy is premised on the following:

- to work in a safe manner is a condition of employment/Contract
- all accidents or incidents resulting in loss or injury are preventable;
- it is possible to eliminate or safeguard all operating conditions that may result in injury, property damage, or other losses;
- employees must be provided with appropriate training to enable them to work safely;
- employees and management must work jointly in efforts to promptly resolve and improve safety and health conditions in the workplace;

GENERAL RULES AND INFORMATION

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

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

1-800-465-9239

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

1-800-661-3963

Before any digging is performed on CN property, proper clearance and instructions must be obtained through the Information Technology Command Centre (ITCC Network Management Centre) at:

1-800-661-3687 or 1-800-NO1-FOTS

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

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

Compliance with Government Regulations

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

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

Instructions

1. Before entering upon CN right-of-way, the Contractor must have all documentation properly executed and available for review by CN personnel at the working site (Permits, Licenses, Contract Documents, Contractor Safety Approved Sticker and/or Waivers).
2. Periodic briefings must be held at every work site to review the contents of these guidelines and any unique conditions at the site relating to safety.
3. Unless explicitly permitted by CN, no equipment or vehicle may enter upon the operated right-of-way.
4. Unless explicitly permitted by CN, no work shall take place within eight (8) meters or approximately twenty-five (25 feet) of the centerline of the nearest rail except in the presence of a CN assigned person. CN assigned persons are concerned only with the safe movement of trains and will not be responsible for the safety of the Contractor, the Contractor's personnel or the Contractor's equipment. **(Exemptions may apply as authorized by system safety department)**
5. Equipment operating within eight (8) meters or approximately twenty five (25 feet) of the nearest rail must come to a complete stop prior to the passage of engines, railcars, or track units. (Exemptions may apply as authorized by system safety department)
6. No vehicle or heavy equipment may be situated or moved closer than five (5) meters or fifteen (15 feet) from the nearest rail unless a CN assigned person has placed a block on train movements. **(Exemptions may apply as authorized by system safety department)**

7. Upon the passage of a train, Contractor's personnel shall stand no closer than five (5) meters or fifteen (15 feet) from any switch stand and, if possible, on the opposite side of the track. **(Exemptions may apply as authorized by system safety department)**
8. Contractor's personnel shall not crawl under, climb over or pass through standing railway equipment.
9. Contractor's personnel shall not cross a track within eight (8) meters or approximately twenty five (25 feet) of standing railway equipment.
10. CN has many power and/or communication cables buried within the CN right-of-way. The Contractor shall be sure of their location before making any excavation, driving stakes or otherwise penetrating the ground surface (Please refer to previous page for contact number to call for authority).
11. In accordance with CN's safety standards, contractor's personnel must wear CN required personal protective equipment at all times while on CN right-of-way. Such equipment will include hard hats, safety footwear, (protective footwear shall meet or exceed CSA Z195 and/or ANSI 41.1, shall cover and support the ankle and have a defined heel a minimum of 13 mm (1/2 inch) and shall not exceed 25 mm (1 inch), boots must be equipped with laces, which must be laced to the top and tied) safety glasses and reflective apparel. Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists.
12. No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.
13. "Hi-rail" equipment shall only be operated on the track by personnel qualified in the latest version of the "Canadian Rail Operating Rules".
14. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
15. Contractor's personnel shall immediately abide by instructions from CN personnel.

Drug and Alcohol Policy

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

1. **Policy Standards:** The Contractor is to ensure that all employees and employees of sub-contractors adhere to the following standards when on CN business or premises:
 1. No use, possession, distribution, offering or sale of illegal drugs or drug paraphernalia.
 2. No use, possession, distribution, offering or sale of alcohol.
 3. Responsible use of prescribed and over-the-counter medications.
 4. No trafficking, distribution, offering or sale of prescription medications.
 5. Report fit for duty and remains fit for duty.
2. **Policy Violation Procedures:** Where a CN representative has reasonable grounds to believe any individual in the employ of the Contractor is on duty in an unfit condition, or where during the preliminary phase of an investigation an individual has been identified as being directly involved in the chain of acts or omissions leading up to an accident or incident:
 1. The Contractor will be notified.
 2. The Contractor will be required to conduct the individual(s) to a safe place.
 3. The Contractor will be expected to investigate the situation.
 4. The Contractor must satisfy CN that there was not a policy breach.

5. The individual(s) will not be allowed to return to any position with CN without the written permission of a CN official and will be required to adhere to any conditions regarding their return.
3. **Consequences of Violation:** Failure of the Contractor, its employees or sub-contractors to meet these standards will be considered a breach of contract.

Firearms

Firearms (loaded or empty) are not permitted on CN property, except for CN Police officers and other designated persons performing authorized work and when authorized to do so. In all cases, any firearms must be accompanied with a written authorization from the Chief of CN Police and the person should have in his possession all pertinent government permits.

Explosives

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

Vehicles

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

Smoking in the Workplace

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

Security

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

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

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

Emergency Evacuation Procedures

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

Unsafe Conditions or Practices

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

Reporting Accidents / Incidents

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

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

Treatment of Injured Personnel (Contractors)

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

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

Personal Identification (Contractor Orientation Qualification Card)

Contractor's personnel shall carry an identification card on their person. Such identification card will be issued by the Contractor and will be of standard business card size (3-1/2" X 2"). It will contain the following information:

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

Such personnel shall also have a CN approved sticker (CN Safety Guidelines for Contractors Sticker) affixed to Contractor's personnel hardhat.

Audio and Visual Recording Equipment

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

Summary

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

Contractor Acknowledgement

Contractors' employees or sub-contractors are required to familiarize themselves with the Contractor Safety Video entitled "Consider Yourself one of Us" and the "Safety Guidelines for Contractors Annex D", at www.contractororientation.com. Contractor's employees must complete the Contractor Orientation Course.

The contractor/sub-contractor must sign the proper document to confirm compliance to the above.

CN Guidelines Regarding Access to Workplace

Introduction

Railway facilities and operations can be dangerous places for people who do not have a railroad background. This applies to contractors, sub-contractors, visitors and other non-company personnel.

It is important that proper control measures be taken to ensure that access to CN property is controlled and the safety of all people is assured.

This document outlines the necessary requirements for authorizing access to CN property and CN equipment.

Included is a letter to all employees from CN's Risk Management Vice-President outlining CN's requirements for access to CN property and right-of-way. Also included, is a table outlining the specific measures and control procedures to access various workplaces, copies of the liability forms, safety instructions, and a letter of introduction.

All CN employees, contractors, sub-contractors and their employees are expected to read these guidelines and abide by their contents.

Message to all Employees, Contractors, and Sub-Contractors:

Subject: Access to CN Workplace

CN's "Guidelines Regarding Access to CN Workplace" is applicable when access to company property is sought by persons other than CN employees. This includes yards, shops, railway equipment and all other company locations, such as locomotives, vehicles, etc. This Guideline exists to protect the safety of all people granted access, and also to safeguard CN's interests. All employees are required to comply with these Guidelines.

In essence, the major points are as follows:

1. No one, other than CN employees, may enter a CN workplace without proper authorization from the appropriate CN Officer.
2. Every non CN employee entering the CN workplace is required to be identified in an appropriate way (ex.: visitor must wear protective headwear, I.D. card, pass, etc.).
3. Authorization to board railway equipment (i.e., locomotive cabs, and any other moving vehicles) consists of a pass and / or a signed letter of authorization from V.P. (or delegate).
4. If observing a trespasser, do so from a safe distance to determine that it is safe to approach, and warn the trespasser to leave CN's property. In all cases, notify CN Police (1-800-465-9239) and a supervisor. If the trespasser(s) is unwilling to leave, observe the individual(s) until a CN Police officer or supervisor arrives.

While on CN premises non-CN employees, and employees and sub-contractors, must comply with CN rules, policies, standards and procedures. This requires that non-CN employees receive adequate instructions as to what these are. Job briefings must also be conducted by the CN person in charge when arriving on company property or prior to commencing work.

Although the process to apply company policy may vary according to circumstances, all Company rules, policies, standards and procedures must be strictly adhered to. If you are unsure on how to proceed, please check with a supervisor.

John Dalzell
Vice president
Risk Management

ACCESS TO CN WORKPLACE REQUIREMENTS AND MANDATORY DOCUMENTATION

A. Access to CN Property & Facilities (Shops/RTC Centers/Yards/Right-of-Way) (Note: HQ and Regional Buildings require sign-in and wearing of pass/badge for all visitors)

TYPE OF ACCESS	REQUIREMENTS	DOCUMENTATION
<p>Contractors, Sub-Contractors and other non CN Personnel where:</p> <ul style="list-style-type: none"> Work to be performed could potentially interfere or cause damage to CN's infrastructure or operations and is not covered by another contractual agreement 	<ul style="list-style-type: none"> Must sign Authorization and Consent Form Must follow <u>Contractor Safety Orientation</u> through the following website: www.contractororientation.com Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel <p>Note: Contractors accessing CN workplace on a repeat basis may sign the Authorization and Consent Form on an annual basis, but a process requiring the establishment of a check-in procedure for each visit must be created.</p>	<ul style="list-style-type: none"> Authorization and Consent Form Safety sticker (to be affixed to hardhat) and contractor orientation card obtained through website
<p>Contractors, Sub-Contractors and other non CN Personnel where:</p> <ul style="list-style-type: none"> There is work to be performed however it is unlikely to interfere or cause damage to CN's operations or infrastructure (eg. Surveying, courier service, persons picking up dealership vehicles that requires simple access to yards with no work) 	<ul style="list-style-type: none"> Must sign Right of Entry Form Must be given General Rules and Information document Must be fully aware of Safety and Related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel <p>Note: Contractors accessing CN workplace on a repeat basis may sign the Authorization and Consent Form on an annual basis, but a process requiring the establishment of a check-in procedure for each visit must be created.</p>	<ul style="list-style-type: none"> Right of Entry Form General Rules and Information Safety and Related Requirements and Instructions for work on CN Railway Right-of Way by Non-CN Personnel
<p>Visitors</p>	<ul style="list-style-type: none"> Authorization must be obtained from CN Officer Must be given visitor badge/ID card (or sign-in with senior officer in sites such as derailments) Must sign Right of Entry Form for Invitees. The Chief Legal Officer or delegate can provide an exemption to this process when appropriate. Must be given safety briefing by CN employee in charge <p>Note: Visitors accessing workplace on a repeat basis may sign the Right of Entry form on an annual basis, but a process requiring the establishment of a check-in procedure for each visit must be created.</p>	<ul style="list-style-type: none"> Visitor badge/ID card Right of Entry Form for Invitees
<p>Regulators in line of duty (for example: Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB))</p>	<ul style="list-style-type: none"> Must present Inspector/ Investigator ID card Must be given Safety Briefing where applicable 	<ul style="list-style-type: none"> Regulatory ID card
<p>Visitors (Job Shadowing Students)</p> <p>* Other Special Circumstances</p>	<ul style="list-style-type: none"> Job Shadow students are only permitted on CN Property in an office environment Must be given visitor badge/ID card <p>* Must be approved by Law Department (example: Edmonton Public School Work Experience Education Agreement)</p>	<ul style="list-style-type: none"> Visitor badge/ID card
<p>Trespassers</p>	<ul style="list-style-type: none"> Trains crews should report trespassers to RTC so that CN Police may be advised In other cases, where practicable: Observe the trespasser from a safe distance to determine if it is safe to approach, and warn the trespasser to leave CN's property. In all cases, notify CN Police 1-800-465-9239 and a supervisor. If the trespasser (s) is unwilling to leave, observe the individual (s) until a CN Police officer or supervisor arrives. 	<p>N/A</p>

B. Access to Equipment Locomotives

TYPE OF ACCESS	REQUIREMENTS	DOCUMENTATION
Regulators in line of duty (for example: Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB))	<ul style="list-style-type: none"> • Must present Inspector/ Investigator ID card • RTC must be informed of all passengers other than on-duty train crew • Must be given Safety Briefing where applicable 	<ul style="list-style-type: none"> • Regulatory ID card
Off-Duty Train Crews	<ul style="list-style-type: none"> • Must contact CMC/Traffic Coord. or RTC (if entraining en-route) to confirm availability of room on locomotives • Must show CN ID card to train crew upon boarding 	<ul style="list-style-type: none"> • CN ID card
CN Employees In Line of Duty (Other than Train Crews)	<ul style="list-style-type: none"> • Must present locomotive pass upon boarding • Letter of Introduction to conductor encouraged where possible for CN employees performing special studies, etc. • RTC must be informed of all passengers other than on-duty train crew 	<ul style="list-style-type: none"> • Locomotive pass • Letter of Introduction
Visitors (Invited Guests, CN Employees not in Line of Duty)	<ul style="list-style-type: none"> • Must present signed Letter of Introduction to conductor indicating V.P. (or delegate) approval. • Must have signed Right of Entry Form for Invitees • Must be given safety briefing • RTC must be informed of all passengers other than on-duty train crew <p>Note: Visitors requiring access for an extended period should be provided with a temporary locomotive pass and sign the Right of Entry Form (instead of Letter of Introduction)</p>	<ul style="list-style-type: none"> • Letter of Introduction or temporary locomotive pass • Right of Entry Form for Invitees
Visitors (Job Shadowing Students)	<ul style="list-style-type: none"> • Not permitted 	
Emergency Situations	<ul style="list-style-type: none"> • RTC to contact train crew to arrange for identification and pickup of passenger(s) • Train crew to confirm pick-up with RTC 	

Note: RTC must maintain a written log of all reported visitors on CN locomotives. Information must include name of visitor, time boarded locomotive, origin, destination, reason for access, and name of person authorizing access.

Test Cars, Work Equipment, HI- Rail Vehicles, Other Vehicles on Track or Right of Way

TYPE OF ACCESS	REQUIREMENTS	DOCUMENTATION
Regulators in line of duty (for example: Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB))	<ul style="list-style-type: none"> • Must present Inspector/ Investigator ID Card • Must be given safety briefing where applicable 	<ul style="list-style-type: none"> • Regulatory ID Card
Visitors (guests, invitees, including CN employees not in line-of-duty)	<ul style="list-style-type: none"> • Must present signed Letter of Introduction to Equipment operator indicating V.P. approval (or Delegate) • Must have signed Right of Entry Form for Invitees • Must be given safety briefing by CN Employee in charge 	<ul style="list-style-type: none"> • Letter of Introduction • Right of Entry Form for Invitees
Job Shadowing Students	<ul style="list-style-type: none"> • Not Permitted 	
Emergency Situations	<ul style="list-style-type: none"> • RTC to contact Equipment operator to arrange for identification and pickup of passenger(s) • Equipment operator to confirm pick-up with RTC 	

Railway Business Cars, Passenger Vehicles, Company Automobiles & Other Vehicles Not on Track or Right of Way*

TYPE OF ACCESS	PROCEDURES	DOCUMENTATION
Regulators in line of duty (for example: Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB))	<ul style="list-style-type: none"> • Must present Inspector/ Investigator ID card • Must be given safety briefing where applicable 	<ul style="list-style-type: none"> • Regulatory Id Card
Visitors (guests, invitees, including CN employees not in line-of-duty)	<ul style="list-style-type: none"> • Must be authorized by appropriate CN Officer • Must be given safety briefing • Equipment must be operated by the proper CN Employee at all times 	

*** exemption may apply to certain company vehicles**

Related Documents

Section A: AUTHORIZATION AND CONSENT FORM (5 PAGES) Pg. 7-11
- EXHIBIT A "Authorization and Consent Form"
-EXHIBIT C "General Requirements"

Section B: RIGHT OF ENTRY FORM FOR CONTRACTORS (2 PAGES) Pg 12-13

**Section C: SAFETY AND RELATED REQUIREMENTS AND INSTRUCTIONS FOR
WORK ON RAILWAY RIGHT-OF-WAY ("CN RIGHT-OF-WAY") BY NON-
CN PERSONNEL (5 pages) Pg 14-18**

Section D: RIGHT OF ENTRY FORM FOR INVITEES (1 page) Pg 19

Section E: SAMPLE LETTER OF INTRODUCTION (1 page) Pg 20

Section A

AUTHORIZATION AND CONSENT General Conditions

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

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

"Authority" means the federal, provincial, municipal, state, county and, generally local governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate, or having a power or right conferred at law or by or under a statute;

"Generally Accepted Practices" means the generally accepted practices, methods and acts which at the time such practice, method or act is employed, and in the exercise of reasonable judgment in light of the facts known at such time, would be expected to accomplish the desired result in a workmanlike manner;

- 5.3. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel.
- 5.4. Take due precautions against injury and damage to persons or property located upon said Railroad property; and
- 5.5. Return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Company, and allowing Company a reasonable amount of time to return the Railroad property to the same condition, may do so at Company's sole cost and expense.

Work

(This section shall apply to all work carried out under the authority of this Authorization and Consent)

6. Any work carried out under the authority of this Authorization and Consent or while on Railroad property as a result of this Authorization and Consent, shall be carried out at those locations described in Exhibit "A" or shown on the Plan attached hereto as Exhibit "B" and, as the case may be, in the manner described therein."
7. Company agrees to advise Railroad's representative identified in Exhibit "A" hereto (the "Representative") or such other representative designated from time to time by Railroad as to the dates and times when the work will be conducted on Railroad property and to provide him with at least ten (10) working days advance notice before entering upon Railroad property to commence any work or for any other purpose. Company agrees to assume the costs of engineering services, Railroad's Representative's costs and its designee, signal locates, flagman, track labor and all other associated costs incurred by Railroad. Railroad shall, at its option, invoice Company directly for such costs or, if any of those services have been provided by a third party, Railroad may direct such third party to invoice directly Company, in which case Company undertakes and agrees to pay such third party forthwith upon receipt of (i) Railroad's direction to pay such third party; (ii) proper invoice for the relevant services.

The Railroad, its employees, agents or representatives shall have the right to view and inspect any activity or work on Railroad's property. If, in the sole opinion of Railroad, any activity or work is undesirable for any safety-related reason, Railroad shall notify Company, its authorized employees, servants, agents or contractors and if appropriate corrective action is not taken, Railroad shall have the right to terminate this Agreement at once.

8. Railroad shall have the right to restrict Company's activity on Railroad's property in any way that Railroad may deem necessary from time to time to assure normal railroad operations or for safety reasons and, after consultation with Company, shall also have the right to require Company, its authorized employees, servants, agents or contractors to comply with Railroad's instructions and take any safety precautions that Railroad may reasonably deem necessary from time to time. No work shall be performed or equipment located within twenty-five (25) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad, at the Company's expense. Said work must be arranged no less than ten (10) business days in advance of starting work.
9. Company shall not suffer or permit any construction lien or similar lien to be filed or registered against Railroad property. If such a lien shall at any time be filed or registered, Company shall forthwith procure its discharge at its sole costs and expenses. Railroad shall have the right, if Company fails to forthwith procure such discharge, to discharge any lien filed or registered at any time against Railroad property, and any amount paid by Railroad in so doing together with all reasonable costs and expenses of Railroad including its legal fees and costs shall be paid to Railroad by Company on demand.

Confidentiality

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

Indemnity

11. Company agrees to indemnify and save harmless Railroad, its affiliates and associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) and their employees, servants, and agents (collectively the "Indemnitee") from and against claims, demands, suits, judgments, actions,

liens and other encumbrances, settlements, liability, costs and expenses (including, without limitation, court costs, experts' fees and attorneys' fees) when the injury, death, damage, loss or destruction is caused by the breach of contract or warranty, violation of statute, intentional misconduct or negligent act or omission of the indemnitor, its employees, agents, contractors or subcontractors or when such act or omission is the kind for which one is made strictly liable, whether such claim arises in equity, at common law, or by statute, or under the law of contracts, torts (including without limitation, negligence and strict liability without regard to fault) or property of every kind or character (including Railroad property) ("Claims") and including, without limitation, Claims for personal injury or bodily injury to or death of any person, emotional distress, real and personal property damage and including derivative, consequential, indirect damages and economic loss, and also including, without limitation, Claims arising in favor of or brought by any of Company's employees, agents, contractors or representatives, or by any governmental agency or any other third party. Company shall not, however, be responsible for any such Claims to the extent it is solely caused by the gross negligence or wilful misconduct of the Indemnitee.

Insurance

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

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

Exceptions

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

Miscellaneous

- 15. Company shall not have the right to transfer and/or assign this Authorization and Consent or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.
- 16. All notices provided for under this Authorization and Consent shall be in writing and sent by pre-paid registered mail, fax or hand-delivered to the other party at the addresses herein first noted or at such other address as either party may notify the other from time to time.

Such notices, if given by mail, shall be deemed to have been received on the third business day following the postage thereof; if by fax or hand delivery, at the date and time the fax is sent or the hand delivery is made.

- 17. Either party's exercise or failure to exercise any rights under this Agreement shall not relieve the other party of any responsibility under this Agreement.
- 18. In the event of conflict between the terms hereof and the terms of any other agreement between Railroad and Company, the most stringent standards and conditions shall govern.
- 19. This Authorization and Consent shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Exhibit "A" hereto.

The parties have executed this Agreement this _____ day of _____, 200__.

RAILROAD

Print Name:
Title:

COMPANY

Print Name:
Title:

Exhibit A

Authorization and Consent Form

Railroad property: _____

Exhibit B
(Appended hereto)

Limited Access Purpose: For the limited purpose of _____
[insert detailed description].

Term: A term of _____

Exhibit C
General Requirements

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

(a) Comprehensive General Liability insurance in an amount of no less than five million dollars (\$5,000,000), or such greater amounts as Railroad may reasonably require from time to time, combined single limit for bodily/personal injury including death and/or damage to or destruction of property (including loss of use) caused by an accident or an occurrence and also including contingent employers liability, products and completed operations coverage, non-owned automobile liability and contractual liability endorsement specifically granting coverage for all liability assumed under this agreement. This insurance shall name Railroad as additional insured and shall contain cross liability clause and shall specifically include liability for operations within or around railroads and railway tracks; and

Representative: _____
(name and address)

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

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

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

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

Sub-Contractor Insurance Coverage

(a) Commercial General Liability Insurance:

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

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

(b) Automobile Liability:

The policy is for coverage for vehicles being utilized for the services being provided to Railroad and is to have a minimum limit of liability of \$5,000,000.

(c) Environmental Impairment Liability Insurance

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

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

(d) All Risk Builders Risk Insurance

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

Section B

RIGHT OF ENTRY FORM FOR CONTRACTORS General Conditions

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) to whose property this Authorization and Consent relates.
2. This Agreement is entered into as of this [date]_____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Company Name]_____ ("Company"), having a place of business at [Address]._____
3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to Company and its authorized employees, servants, agents or contractors, Authorization and Consent to enter upon the property described under Exhibit "A" hereto (the "Railroad property") for the sole purpose described under Exhibit "A" hereto.
4. This Authorization and Consent shall terminate forthwith upon expiration of the term noted in Exhibit "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Authorization and Consent at any time prior to the expiration of the term, upon notice to that effect to the Company, which notice shall be effective forthwith upon receipt by the Company or at such later date indicated by Railroad in the aforesaid notice.
5. The Railroad grants this consent subject to the understanding that Company and its authorized employees, servants, agents or contractors who enter upon Railroad property will:
 - 5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel; and
 - 5.3. Return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Company, and allowing Company a reasonable amount of time to return the Railroad property to the same condition, may do so at Company's sole cost and expense.
6. No work shall be performed or equipment located within twenty-five (25) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad, at the Company's expense. Said work must be arranged no less than ten (10) business days in advance of starting work.

Indemnity

7. Company agrees to indemnify and save harmless Railroad, its affiliates and associates and their employees, servants, and agents (collectively the "Indemnitee") from and against claims, demands, suits, judgments, actions, liens and other encumbrances, settlements, liability, costs and expenses (including, without limitation, court costs, experts' fees and attorneys' fees) when the injury, death, damage, loss or destruction is caused by the breach of contract or warranty, violation of statute, intentional misconduct or negligent act or omission of the Company, its employees, agents, contractors or subcontractors or when such act or omission is the kind for which one is made strictly liable, whether such claim arises in equity, at common law, or by statute, or under the law of contracts, torts (including without limitation, negligence and strict liability without regard to fault) or property of every kind or character (including Railroad property) ("Claims") and including, without limitation, Claims for personal injury or bodily injury to or death of any person, emotional distress, real and personal property damage and including derivative, consequential, indirect damages and economic loss, and also including, without limitation, Claims arising in favor of or brought by any of Company's employees, agents, contractors or representatives, or by any governmental agency or any other third party. Company shall not, however, be responsible for any such Claims to the extent it is solely caused by the gross negligence or wilful misconduct of the Indemnitee.

Insurance

(Required when Company accesses the property with equipment, including vehicles)

8. Company shall provide and keep in force and effect throughout the term of this Authorization and Consent:
 - 8.1. Comprehensive General Liability insurance in an amount of no less than five million dollars (\$5,000,000), or such greater amounts as Railroad may reasonably require from time to time, combined single limit for bodily/personal injury including death and/or damage to or destruction of property (including loss of use) caused by an accident or an occurrence and also including contingent employers liability, products and completed operations coverage, non-owned automobile liability and contractual liability endorsement specifically granting coverage for all liability assumed under this agreement. This insurance shall name Railroad as additional insured and shall contain cross liability clause and shall specifically include liability for operations within or around railroads and railway tracks;
 - 8.2. Automobile Liability insurance on all licensed vehicles owned by, hired, leased to or on behalf of the Company in an amount no less than five million dollars (\$5,000,000) per occurrence; and
 - 8.3. If available in the jurisdiction covered by this Agreement Worker's Compensation insurance in amounts not less than the statutory limits and employer's liability in an amount no less than five million dollars (\$5,000,000).
 - 8.4. Company's contractor will not enter Railroad

property without having in its possession a certificate certifying that contractor has obtained all of the insurance coverage required hereunder. The Railroad may at any time require the contractor to furnish said certificate and failure to so may result in removal from Railroad property, cancellation of agreement and other consequences including without limiting damages or consequential losses resulting from the non-completion of the work, as Railroad may determine. Said insurance shall state that no material changes will be made to the policies unless Railroad is given a prior written notice of thirty (30) days before such change or cancellation. Any

insurance coverage required under the terms and conditions of this contract shall in no manner restrict or limit the liabilities assumed by Company nor shall they release Company from any of its obligations under this contract.

9. Company shall not have the right to transfer and/or assign this Authorization and Consent or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.

10. This Authorization and Consent shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Exhibit "A" hereto.

The parties have executed this Agreement this _____ day of _____, 200__.

RAILROAD

Print Name:
Title:

COMPANY

Print Name:
Title:

Miscellaneous

Railroad property: _____

Limited Access Purpose: For the limited purpose of _____
[insert detailed description].

Equipment Involved (including vehicles) Yes **Note:** If access to the property involves equipment, including vehicles, Company must provide and keep in force and effect throughout the term of this Authorization and Consent, the insurance set forth under Section 8 hereof.

No

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

Representative: _____
(name and address)

Section C

SAFETY AND RELATED REQUIREMENTS AND INSTRUCTIONS FOR WORK ON RAILWAY RIGHT-OF-WAY ("CN RIGHT-OF-WAY") BY NON-CN PERSONNEL

Introduction

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

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

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

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

CN's Basic Safety Requirements

The Contractor's attention is drawn to the following highlights from CN's "Basic Safety Requirements":

1. Take all reasonable measures to ensure the protection of employees, customers, property, and the general public.
2. Address promptly all environmental and safety concerns.
3. Analyze all accidents or incidents resulting in, or having potential for, loss or injury, and take remedial action promptly to prevent recurrence.
4. Require all persons granted access to Company property to comply with applicable *Risk Management* policies, standards, and procedures.
5. Provide employees with appropriate training to enable them to work safely.
6. Inspect personal protective equipment (PPE), tools and equipment before use to ensure that they are in good working condition.
7. Contractors' employees or sub-contractors are required to familiarize themselves with the Contractor Safety Video entitled "Consider Yourself one of Us " and the "Safety Guidelines for Contractors Annex D".

CN's Risk Management policy is premised on the following:

- to work in a safe manner is a condition of employment/Contract
- all accidents or incidents resulting in loss or injury are preventable;
- it is possible to eliminate or safeguard all operating conditions that may result in injury, property damage, or other losses;
- employees must be provided with appropriate training to enable them to work safely;
- employees and management must work jointly in efforts to promptly resolve and improve safety and health conditions in the workplace;

GENERAL RULES AND INFORMATION

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

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

1-800-465-9239

Alternatively, contact CN’s Network Operations Centre in Edmonton at:

1-800-661-3963

Before any digging is performed on CN property, proper clearance and instructions must be obtained through the Information Technology Command Centre (ITCC Network Management Centre) at:

1-800-661-3687 or 1-800-NO1-FOTS

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

Violation of CN’s “Risk Management Policy” or contravention of these guidelines may result in the immediate removal of the Contractor or the offending personnel from CN property.

Compliance with Government Regulations

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

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

Instructions

1. Before entering upon CN right-of-way, the Contractor must have all documentation properly executed and available for review by CN personnel at the working site (Permits, Licenses, Contract Documents, Contractor Safety Approved Sticker and/or Waivers).
2. Periodic briefings must be held at every work site to review the contents of these guidelines and any unique conditions at the site relating to safety.
3. Unless explicitly permitted by CN, no equipment or vehicle may enter upon the operated right-of-way.
4. Unless explicitly permitted by CN, no work shall take place within eight (8) meters or approximately twenty-five (25 feet) of the centerline of the nearest rail except in the presence of a CN assigned person. CN assigned persons are concerned only with the safe movement of trains and will not be responsible for the safety of the Contractor, the Contractor’s personnel or the Contractor’s equipment.
5. Equipment operating within eight (8) meters or approximately twenty five (25 feet) of the nearest rail must come to a complete stop prior to the passage of engines, railcars, or track units.
6. No vehicle or heavy equipment may be situated or moved closer than five (5) meters or fifteen (15 feet) from the nearest rail unless a CN assigned person has placed a block on train movements.
7. Upon the passage of a train, Contractor’s personnel shall stand no closer than five (5) meters or fifteen (15 feet) from any switch stand and, if possible, on the opposite side of the track.

8. Contractor's personnel shall not crawl under, climb over or pass through standing railway equipment.
9. Contractor's personnel shall not cross a track within eight (8) meters or approximately twenty five (25 feet) of standing railway equipment.
10. CN has many power and/or communication cables buried within the CN right-of-way. The Contractor shall be sure of their location before making any excavation, driving stakes or otherwise penetrating the ground surface (Please refer to previous page for contact number to call for authority).
11. In accordance with CN's safety standards, contractor's personnel must wear CN required personal protective equipment at all times while on CN right-of-way. Such equipment will include hard hats, safety footwear, (protective footwear shall meet or exceed CSA Z195 and/or ANSI 41.1, shall cover and support the ankle and have a defined heel a minimum of 13 mm (1/2 inch) and shall not exceed 25 mm (1 inch), boots must be equipped with laces, which must be laced to the top and tied) safety glasses and reflective apparel. Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists.
12. No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.
13. "Hi-rail" equipment shall only be operated on the track by personnel qualified in the latest version of the "Canadian Rail Operating Rules".
14. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
15. Contractor's personnel shall immediately abide by instructions from CN personnel.

Drug and Alcohol Policy

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

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

3. **Consequences of Violation:** Failure of the Contractor, its employees or sub-contractors to meet these standards will be considered a breach of contract.

Firearms

Firearms (loaded or empty) are not permitted on CN property, except for CN Police officers and other designated persons performing authorized work and when authorized to do so. In all cases, any firearms must be accompanied with a written authorization from the Chief of CN Police and the person should have in his possession all pertinent government permits.

Explosives

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

Vehicles

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

Smoking in the Workplace

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

Security

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

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

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

Emergency Evacuation Procedures

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

Unsafe Conditions or Practices

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

Reporting Accidents / Incidents

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

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

Treatment of Injured Personnel (Contractors)

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

1. Adequate first-aid supplies and equipment.

2. Qualified personnel to render first-aid treatment.

Personal Identification

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

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

Such personnel shall also have a CN approved sticker (CN Safety Guidelines for Contractors Sticker) affixed to Contractor's personnel hardhat.

Audio and Visual Recording Equipment

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

Summary

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

Contractor Acknowledgement

Contractor/sub-contractor personnel must read and understand CN "Safety Guidelines for Contractors and Non-CN Personnel":

The contractor/sub-contractor must sign the proper document to confirm compliance to the above.

Section D

**RIGHT OF ENTRY FORM FOR INVITEES
General Conditions**

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) to whose property this Authorization and Consent relates.
2. This Agreement is entered into as of this [date]_____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Individual Name]_____ ("Invitee"), residing at [Address]_____.
3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to invitee, Authorization and Consent to enter upon the property described under Section "A" hereto (the "Railroad property") for the sole purpose described under Section "A" hereto.
4. This Authorization and Consent shall terminate forthwith upon expiration of the term noted in Exhibit "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Authorization and Consent at any time prior to the expiration of the term, upon notice to that effect to the Invitee, which notice shall be effective forthwith upon receipt by the Invitee or at such later date indicated by Railroad in the aforesaid notice.
5. The Railroad grants this consent subject to the understanding that Invitee will:
 - 5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel; and
 - 5.3. Return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Invitee, and allowing Invitee a reasonable amount of time to return the Railroad property to the same condition, may do so at Invitee's sole cost and expense.

Indemnity

6. The invitee agrees to indemnify and save harmless Railroad, its affiliates and associates and their employees, servants, and agents (collectively the "Indemnitee") from and against claims, demands, suits, judgments, actions, liens and other encumbrances, settlements, liability, costs and expenses (including, without limitation, court costs, experts' fees and attorneys' fees) when the injury, death, damage, loss or destruction is caused by the breach of contract or warranty, violation of statute, intentional misconduct or negligent act or omission of the invitee, its employees, agents, contractors or subcontractors or when such act or omission is the kind for which one is made strictly liable, whether such claim arises in equity, at common law, or by statute, or under the law of contracts, torts (including without limitation,

negligence and strict liability without regard to fault) or property of every kind or character (including Railroad property) ("Claims") and including, without limitation, Claims for personal injury or bodily injury to or death of any person, emotional distress, real and personal property damage and including derivative, consequential, indirect damages and economic loss, and also including, without limitation, Claims arising in favor of or brought by any of Invitee's employees, agents, contractors or representatives, or by any governmental agency or any other third party. Invitee shall not, however, be responsible for any such Claims to the extent it is solely caused by the gross negligence or wilful misconduct of the Indemnitee.

Miscellaneous

7. The invitee shall not have the right to transfer and/or assign this Authorization and Consent or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.
8. This Authorization and Consent shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Section "A" hereto.

The parties have executed this Agreement this _____ day of _____, 200__.

RAILROAD

Print Name:
Title:

INVITEE

Print Name: Signature:

Railroad property: _____
(indicate if access is for property, locomotives or other equipment)

Limited Access Purpose: For the limited purpose of _____ [insert detailed description].

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

Representative: _____
(name, title and address)

Section E

SAMPLE LETTER OF INTRODUCTION

Appropriate VP letterhead

Date xxxxx

To: *(Train Crews between Melville & Winnipeg) or
(Superintendent - MacMillan Yard)*

This is to advise you that _____ *(name of Licensee)* has been granted approval to ____(ride trains between Point A and Point B) for the purpose of (collecting data on locomotive cab conditions) or (performing audits).

This approval is for the period from Date A to Date B.

This approval is contingent on the following conditions:

- *must be given a full safety briefing*
- *crew must inform RTC when visitor is riding on a train*

Should there be any questions regarding this approval, contact *Jane Smith* at _____.

Signature: _____
Title: _____

Date: _____