

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 and vehicles (i.e., locomotive cabs, hi-rail equipment, other vehicles, etc.) 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.e-railsafe.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 must 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 must 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 must 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 enroute 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.

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

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

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

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:

*

PLEASE ENSURE THAT ALL COMPLETED FORMS ARE FAXED TO THE OFFICE OF THE GENERAL LEGAL COUNSEL AT 514-399-4296

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.

Representative: _____
(name and address)

Insurance General Requirements None required
(Relief from Insurance Requirements requires prior approval from CN Law Department)

Sub-Contractor Insurance Coverage Required

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

PLEASE ENSURE THAT ALL COMPLETED FORMS ARE FAXED TO THE OFFICE OF THE GENERAL LEGAL COUNSEL AT 514-399-4296

(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

(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:

- 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).

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. (exemptions may apply as authorized by system safety dept). Said work must be arranged no less than ten (10) business days in advance of starting work.

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

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:

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.

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)

PLEASE ENSURE THAT ALL COMPLETED FORMS ARE FAXED TO THE OFFICE OF THE GENERAL LEGAL COUNSEL AT 514-399-4296

**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.e-railsafe.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.e-railsafe.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.

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) _____

PLEASE ENSURE THAT ALL COMPLETED FORMS ARE FAXED TO THE OFFICE OF THE GENERAL LEGAL COUNSEL AT 514-399-4296

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: _____