



TEHAMA COUNTY PUBLIC WORKS

9380 SAN BENITO AVENUE, GERBER, CA 96035

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[HTTP://WWW.TEHAMACOUNTYPUBLICWORKS.CA.GOV/](http://www.tehamacountypublicworks.ca.gov/)

ADDENDUM #1

99W BRIDGE REPLACEMENT PROJECT PLANS AND SPECIAL PROVISIONS

COUNTY PROJECT NUMBER: 370861

FEDERAL-AID PROJECT NUMBER: BRLS 5908(070)

- Addenda Issuance Date: August 22, 2014
- Bid Opening Date/Time: August 27, 2014, 3:00 PM

ADDENDUM #1; ITEM A:

Refer to the "Notice to Bidders" of the Bid Book. Attention is directed to the section titled "FEDERAL AND CALIFORNIA PREVAILING WAGE REQUIREMENTS." Bidders are to be advised that Federal wage rates changed since project advertisement on 8/15/2014.

In accordance with 29 CFR, Section 1.6(c) (3), the federal wage rates in General Decision Number: CA140009 8/15/2014 CA9 must be referenced for this contract.

ADDENDUM #1; ITEM B:

Replace pages B-3 thru B-6 of the Bid Book with the attached "Exhibits 1B.1 thru 1B.4."

ADDENDUM #1; ITEM C:

On page 102, Bid Book Special Provisions, strike out the following and insert the corrected value.

"Total lift thickness shall be ~~0.30~~ 0.50', with the first lift being placed 0.15' thick."

ADDENDUM #1; ITEM D:

Page D-1 of the Bid Book refers to the Genesee & Wyoming Railroad Right of Entry Agreement Application attached hereto and available on the web. The application and corresponding insurance is required for work within 50' of the railroad track per "Insurance Requirements for On-Track Contractors and Sub-contractors." It should be noted the existing bridge east edge is approximately 60' from the railroad track and the driven sheet pile is approximately 50' from the railroad track. The contractor must assure themselves of the entire work and the need to obtain an application from the railroad.

CONFIRMATION OF ADDENDA RECEIPT

Be sure to acknowledge your receipt of this addendum on the Bid Signature Page to remain as a responsive bidder.

Tehama County Public Works

Signature: Kevin Rosser

Name: Kevin Rosser, PE

Title: Senior Civil Engineer of Public Works

Date: 8/22/14

BID ITEM LIST

ITEM NO.	ITEM DESCRIPTION	UNIT MEAS.	QUANTITY	UNIT PRICE	AMOUNT
1	CONSTRUCTION STAKING	LS	1		
2	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
3	TIME-RELATED OVERHEAD (WDAY)	WDAY	225		
4	CONSTRUCTION AREA SIGNS	LS	1		
5	TRAFFIC CONTROL SYSTEM	LS	1		
6	TYPE III BARRICADE	EA	4		
7	FLASHING BEACON (PORTABLE)	EA	2		
8	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	2		
9	JOB SITE MANAGEMENT	LS	1		
10	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
11	RAIN EVENT ACTION PLAN	EA	25		
12	STORM WATER SAMPLING AND ANALYSIS DAY	EA	30		
13	STORM WATER ANNUAL REPORT	EA	2		
14	MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	1		
15	TEMPORARY HYDRAULIC MULCH	SQYD	1,570		
16	TEMPORARY COVER	SQYD	1,000		
17	TEMPORARY FIBER ROLL	LF	600		
18	TEMPORARY SILT FENCE	LF	1,620		
19	TEMPORARY CONSTRUCTION ENTRANCE	EA	2		
20	STREET SWEEPING	LS	1		

21		TEMPORARY CONCRETE WASHOUT	EA	4		
22		TEMPORARY FENCE (TYPE ESA)	LF	990		
23		TREATED WOOD WASTE	LB	1,000		
24		REMOVE FENCE	LF	100		
25		REMOVE GUARDRAIL	LF	65		
26		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	200		
27		BRIDGE REMOVAL	LS	1		
28		CLEARING AND GRUBBING	LS	1		
29		DEVELOP WATER SUPPLY	LS	1		
30		ROADWAY EXCAVATION	CY	1,570		
31		STRUCTURE EXCAVATION (BRIDGE)	CY	765		
32		STRUCTURE EXCAVATION (TYPE D)	CY	1,192		
33		SACKED CONCRETE PCC RIP-RAP EXCAVATION	LS	1		
34		STRUCTURE BACKFILL (BRIDGE)	CY	1,321		
35		PLANTING	LS	1		
36		PLANT ESTABLISHMENT WORK	LS	1		
37		HYDROSEED	SQFT	7,205		
38		FINISHING ROADWAY	LS	1		
39		CLASS 2 AGGREGATE BASE	CY	975		
40		HOT MIX ASPHALT (TYPE A)	TON	551		
41		PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	58		
42		PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	50		
43		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	17		

44		TACK COAT	TON	1.1		
45	P	FURNISH PILING (HP 14X89)	LF	12,540		
46		DRIVE PILE (HP 14X89)	EA	145		
47	P	STEEL SHEET PILING	SF	3,000		
48	P	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1		
49	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	333		
50	F	STRUCTURAL CONCRETE, BRIDGE	CY	2,229		
51	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	102		
52	P	PTFE/ELASTOMERIC BEARING ASSEMBLY	EA	10		
53	P	STRIP JOINT SEAL ASSEMBLY (MR 4.5")	LF	85		
54	P-F	BAR REINFORCING STEEL (BRIDGE)	LB	770,088		
55	P-F	HEADED BAR REINFORCEMENT	LB	1,248		
56	P	WELDED STEEL PIPE CASING (BRIDGE)	LF	80		
57	F	ROCK SLOPE PROTECTION (1/4 T, METHOD B)	CY	250		
58	F	ROCK SLOPE PROTECTION (NO. 2, METHOD B)	CY	4		
59	P	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	24		
60		MINOR CONCRETE (GUTTER)	CY	14		
61	P	FENCE TYPE WM	LF	94		
62	P	ACCESS CONTROL GATE	LS	1		
63		GUARD RAILING DELINEATOR	EA	4		
64		OBJECT MARKER (TYPE L)	EA	2		
65	P	TRANSITION RAILING (TYPE STB)	EA	2		
66	P	TRANSITION RAILING (TYPE WB-31)	EA	2		

67		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	4		
68	P-F	TUBULAR BICYCLE RAILING	LF	1,338		
69		CONCRETE BARRIER (TYPE 60C)	LF	306		
70	F	CONCRETE BARRIER (TYPE 80)	LF	1,338		
71		4" THERMOPLASTIC TRAFFIC STRIPE	LF	4,300		
72	P	PAVEMENT MARKER (RETROREFLECTIVE)	EA	90		
73		MOBILIZATION	LS	1		
BASE BID TOTAL =					\$	

P - Partial Pay Item

F - Final Pay Item

This section to be completed by Genesee & Wyoming Railroad Services, Inc. Real Estate Dept.

Date App Packet Received _____

Regional Manager Approval _____

GIS Prefix _____

Date Approved _____

Contract Number _____

RR Code _____

Lessee Code _____

Engineering Approval _____

Date Approved _____

Fee Paid (initial) _____

Genesee & Wyoming Railroad Services, Inc.

Real Estate Department, 13901 Sutton Park Dr., S, Suite 160, Jacksonville, FL 32224

Contractors Access/Occupancy on Railroad Property

Check box if Contractor unknown at this time (this form will need to be completed with contractor information and submitted prior to any work once bid process is complete)

Incomplete or Inaccurate Information will delay application request

Section 1 - Applicant Data

Complete Name of Contractor to appear on Legal Document: _____

Applicant Mailing Address: _____

Applicant Overnight Address: _____

Applicant FEIN or Social Security Number: _____ Applicant Contact Name & Title: _____

Telephone Number: _____ Email Address: _____

Emergency Contact (in case of derailment or fallen/wire pole etc.): _____ Emergency Telephone Number: _____

- Applicant:
- Corporation
 - Partnership
 - Sole Proprietor
 - Individual
 - Municipality
 - Developer
 - Other*

*If other please explain: _____ State of Incorporation or Partnership: _____

Section 2 - Location Data

Proposed date of Installation: _____

Railroad Name: _____

Nearest City: _____ **County:** _____ **State:** _____

If Crossing Nearest Railroad Mile Post (required):

_____ Feet from Railroad Milepost _____ N S E W

Latitude/Longitude (Required in Digital Format) (ex 12.3456789/-64.101112):

US DOT/AAR Crossing Number (Required): _____

Railroad Subdivision (Required):

Section 3 - Existing Agreement Data

Is there an Existing Agreement at this Location which will be affected by this Request?

Yes No If YES, List Agreement Number(s): _____

Will facility be exclusively used by Applicant? Yes No

If YES, List Name of Lessee: _____

Describe in detail the manner and method of installation on Railroad property (REQUIRED):

Section 4 - Department of Transportation (D.O.T.)

Is this installation associated with a Department of Transportation project? Yes No

If Yes, complete the following:

D.O.T. Contract Number: _____ **D.O.T. Project Number:** _____ **D.O.T. Project Name:** _____

D.O.T. Contact Information:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Prior to application submittal, it is recommended that any questions concerning this application should be submitted to the Real Estate Department of Genesee & Wyoming Railroad Services, Inc. All questions or requests for information submitted by email receive a rapid response. Other requests can be made by phone (904) 900-6286, or email donna.killingsworth@gwrr.com. Questions can be answered and additional contact information obtained by visiting the website at www.gwrr.com.

Plans for proposed installations shall be submitted to and approved by the Railroad, on behalf of itself, its subsidiaries, and affiliates, and designated engineer before work can begin! Applications submitted not meeting current specifications as outlined in the General Specifications for Sub-grade and Above grade Utility Crossings of Railway's Right-of-Way will be returned and may incur additional engineering review fees. For your convenience a copy of these specifications can be found on the website along with a checklist to ensure plans meet all requirements.

Materials and installations are to be in strict accordance with specifications of National Electrical Safety Code, AREMA, current edition, and requirements of the Railroad.

Upon application approval, applicant agrees to reimburse Railroad for any cost incurred by Railroad incident to the installation, maintenance and/or supervision necessitated by the installation. Applicant further agrees to assume all liability for accidents or injuries that arise as a result of this installation.

Insurance Requirements prior to any construction project

Facility Owner and/or their Contractor:

U.S. Roads

Current certificate of Commercial General Liability Insurance naming the Railroad and Genesee & Wyoming Inc. as additional insured in limits no less than \$2 million dollars per occurrence and \$6 million dollars in the aggregate. The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417 or its equivalent. A waiver of subrogation in favor of the railroad must also be shown as an endorsement to the policy.

A policy of Railroad Protective Liability Insurance, with minimum limits of liability of \$2 million dollars per occurrence and \$6 million aggregate shall be in place through either the applicant or their contractor. The Railroad and Genesee & Wyoming Inc. must be shown as named insured. This coverage may be purchased through the railroad for an additional fee and for your convenience an application can be found on the website at www.gwrr.com

Canadian Roads

Facility Owner and/or their Contractor:

A policy of public liability insurance in the amount no less than \$5 million dollars per occurrence and naming Railroad and Genesee & Wyoming Inc. as additional insured.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417. A waiver of subrogation in favor of the railroad must also be an endorsement on the policy.

This section must be completed in full, signed and dated prior to submittal to the Real Estate Department for processing, incomplete or inaccurate information will delay application request and may incur additional fees. Unsigned applications will be returned to the applicant for signature.

Date: _____ Signature: _____

Printed

Phone Number: _____ Name: _____

Fax Number: _____ Title: _____

Contact Email Address: _____

Please make check payable to the Railroad in question. W-9 Information available upon request.

Mail the application for proposed project, in duplicate along with the applicable non-refundable fee(s) in U.S. Funds (Canadian Applicants please pay in Canadian Funds plus HST) to:

Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Dr., S., Suite 160
Jacksonville, FL 32224

In order for the application to be complete ALL required details pertinent to the proposed installation must be completed in full and submitted along with the following fees:

	# of Copies	Amount Due	Description
<input type="checkbox"/>	2	\$1,500	Engineer review fee, plans/drawings, no larger than 11 x 17. Larger drawings may incur additional engineering fees.
<input type="checkbox"/>	2	\$1,500	Completed Contractor's Access/Occupancy Application and Fee required will ALL application submittals.

**\$3,000 All applicable fees must be submitted with application.
Applications submitted not signed, dated and without proper fees will be returned.**

Standard Application processing takes approximately 6-8 weeks. "Expedited processing" is available and will reduce the processing time to between 1-2 weeks at an additional cost of \$1,750, plans must meet engineering specifications. Incomplete application and plans not meeting engineering specifications will cause a delay in the processing of expedited applications. Current utility specifications and checklist can be found in the Real Estate section of the website at www.gwrr.com

Entering or working on the railroad right of way or any other railroad property without the permission of the railroad is trespassing and illegal. Violators risk the possibility of serious, even fatal injury and will be prosecuted.



CONTRACTOR RIGHT OF ENTRY AGREEMENT

Terms and Conditions

Section 1. NOTICE OF COMMENCEMENT OF WORK-FLAGGING

Contractor agrees to notify the Railroad Representative at least 48 hours in advance of Contractor commencing its work and at least 24 hours in advance of proposed performance of any work by Contractor in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of notice the Railroad Representative will determine and inform Contractor whether a flagman will be present and whether Contractor need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Railroad's expense with the understanding that if the Railroad provides any flagging or other services Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2. NO INTERFERENCE WITH RAILROAD'S OPERATION

No work performed by Contractor shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by Contractor at any time that would in any manner impair the safety thereof. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

Section 3. MECHANIC'S LIENS

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed.

Section 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

- a). Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall contact the appropriate Class I and shortline railroads to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Contractor's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished.
- b). In addition to other indemnity provisions in this Agreement Contractor shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its contractor, agents and/or employees, to the extent that it causes (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to

or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 5. COMPLIANCE WITH LAWS

In the progression of work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. Contractor shall use only such methods as are consistent with safety, both as concerns Contractor, Contractor's agents and employees, the officers, agents and employees, and property of the Railroad and the public in general. Contractor (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration ("FRA") regulations shall be followed when work is performed on the Railroad's property. If any failure by Contractor to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, Contractor shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. Contractor further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 6. SAFETY INSTRUCTIONS

Safety of personnel, property, rail operations and the public is of paramount importance in the progression of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by Contractor (and not by way of limitation), the following special safety rules shall be followed:

- a). Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration ("OSHA") reportable injuries occurring to any person that may arise during the work performed on the job site. Contractor shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee.
- b). The employees of Contractor shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment
 - (1) Protective headgear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Contractor's or subcontractor's company logo or name;

- (2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
 - (3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- c). All heavy equipment provided or leased by Contractor shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Contractor's or any of its subcontractor's equipment is unsafe for use on the Railroad's right-of-way, Contractor, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 7. INDEMNITY

- a). As used in this Section, "Railroad" includes its officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, Contractor's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Contractor's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).
- b). As a major inducement and in consideration of the license and permission herein granted, Contractor agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from Contractor's work performed under this Agreement, its breach of the agreement or its failure to observe the health and safety provisions herein, or any activity, omission or negligence arising out of its performance or nonperformance of this Agreement, except to the extent such Loss is caused by Railroad's negligence or willful misconduct.

Section 8. RESTORATION OF PROPERTY

In the event the Railroad authorizes Contractor to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed.

Section 9. WAIVER OF BREACH

The waiver by the either party of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the other party shall in no way impair the right of the waiving party to avail itself of any remedy for any subsequent breach thereof.

The parties hereto have executed this agreement in duplicate as the date first herein written.

RAILROAD NAME

CONTRACTOR

Printed Name, Title

Signature

Date

Printed Name, Title

Signature

Date

Railroad Protective Liability Application

Named Insured Railroad: _____

Address: _____

Name of Designated Contractor: _____

Address: _____

Contractors GL Limits: _____

Carrier: _____

Contractors Umbrella Limits: _____

Carrier: _____

Will the Contractor be holding the Railroad Harmless? Yes No

Will the Railroad be listed as an "Additional Insured" on the Contractor's CGL and Umbrella policies? Yes No

Will the Contractor's GL & Umbrella policies remove the contractual exclusion for work within 50' of a Railroad? Yes No

Railroad Protective Limits Required: _____

Per Occurrence: _____ Aggregate: _____

Name & Address for Whom Work is Being Performed: _____

Description of Job: _____

Approximate Length of Job (years/months): _____

Total Cost of Job: _____ Cost of Work Within 50' of Tracks: _____

Daily Train Traffic: _____ Freight: _____ Passenger: _____

Will there be any Railroad flagmen/supervisors? Yes No

Will there be any other work performed by any railroad employees? Yes No

If yes, please describe: _____

Will there be any Railroad equipment assigned to the contractor? Yes No

If yes, please describe: _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____



Insurance Requirements for Off-Track Contractors and Sub-contractors

For work performed farther than 50' from the railroad's track.

Workers' Compensation and Employers' Liability Insurance:

The Seller shall maintain Statutory Workers Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than \$500,000 Bodily Injury by Accident, Each Accident; \$500,000 Bodily Injury by Disease, Policy Limit; \$500,000 Bodily Injury by Disease, Each Employee. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of Buyer.

Commercial General Liability Insurance:

The Seller shall maintain Commercial General Liability Insurance including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Operations Coverage, Contractual Liability Coverage and Independent Contractor's Liability Coverage with limits not less than the following:

Comprehensive General Liability coverage, Completed Operations coverage and Contractual Indemnity coverage shall not be less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for bodily injury and property damage, with a waiver of all railroad exclusions. Please note the aggregate limit needs to be on a per project basis while the contractor is on our property. An Umbrella policy may be utilized to satisfy the required limits of liability.

Commercial Automobile Insurance:

The Seller shall maintain Commercial Automobile for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of Buyer as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

Pollution Legal Liability Insurance:

If required, the Seller shall maintain Pollution Legal Liability Insurance with minimum limits of \$5,000,000 per occurrence covering all operation of the Seller. Such policy shall be endorsed to provide Waiver of Subrogation in favor of Buyer and name Buyer as Additional Named Insured.

Professional Liability Insurance:

If required, the Seller shall maintain Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all operations of the Seller.

General Insurance Requirements:

1. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A- VI" or better. All coverage shall be primary and non-contributory to any insurance coverage's maintained by the Buyer.
2. All insurance policies shall be endorsed to provide Buyer with thirty (30) days prior notice of cancellation, non-renewal or material change.
3. The certificates of insurance shall evidence all the above required terms and conditions.
4. Certificates of Insurance shall be filed with the Buyer for approval prior to commencing any work. Failure to furnish the required certificate within (10) days of "notice to proceed" shall not be considered cause for modification of any contractual time limits.
5. If sub-contractors are utilized, Seller is to ensure such sub-contractors are in compliance with the above requirements by providing the appropriate certificate of insurance to Buyer.
6. If any policies providing the required coverage are written on a claims-made basis, the following is applicable:
 - The retroactive date shall be prior to the commencement of the work.
 - Seller shall maintain such policies on a continuous basis
 - If there is a change in insurance companies or policies are cancelled or not renewed, Seller shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

Note: If not previously provided, please have your Insurance Agent forward the required certificates of insurance to:

**Genesee & Wyoming Railroad Services, Inc.
Attn: Kristine Storm
13901 Sutton Park Drive South
Suite 330
Jacksonville, FL 32224**



Insurance Requirements for On-Track Contractors and Sub-contractors

For work performed within 50' of the railroad's track.

Workers' Compensation and Employers' Liability Insurance:

The Seller shall maintain Statutory Workers Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Policy Limit; \$1,000,000 Bodily Injury by Disease, Each Employee. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of Buyer.

Commercial General Liability Insurance:

The Seller shall maintain Commercial General Liability Insurance including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Operations Coverage, Contractual Liability Coverage and Independent Contractor's Liability Coverage with limits not less than the following:

Comprehensive General Liability coverage, Completed Operations coverage and Contractual Indemnity coverage shall not be less than \$2,000,000 per occurrence and not less than \$6,000,000 aggregate for bodily injury and property damage, with a waiver of all railroad exclusions. Please note the aggregate limit needs to be on a per project basis while the contractor is on our property. Railroad Protection Liability (RPL) is a requirement for any work that involves construction or demolition within 50 feet of a railroad track. The contractor can purchase RPL thru Genesee & Wyoming Inc. RPL policy. Please contact Manger of Finance & Admin at 217-788-8625 concerning this coverage. Such policy shall be endorsed to provide Waiver of Subrogation in favor of Buyer and name Buyer as additional insured. An Umbrella policy may be utilized to satisfy the required limits of liability. An alternative to RPL, is an endorsement for the deletion of the 50 feet contractual exclusion contained within the General Liability policy.

Commercial Automobile Insurance:

The Seller shall maintain Commercial Automobile for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of Buyer as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

Pollution Legal Liability Insurance:

If required, the Seller shall maintain Pollution Legal Liability Insurance with minimum limits of \$5,000,000 per occurrence covering all operation of the Seller. Such policy shall be endorsed to provide Waiver of Subrogation in favor of Buyer and name Buyer as Additional Named Insured.

Professional Liability Insurance:

If required, the Seller shall maintain Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all operations of the Seller.

General Insurance Requirements:

1. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A- VI" or better. All coverage shall be primary and non-contributory to any insurance coverage's maintained by the Buyer.
2. All insurance policies shall be endorsed to provide Buyer with thirty (30) days prior notice of cancellation, non-renewal or material change.
3. The certificates of insurance shall evidence all the above required terms and conditions.
4. Certificates of Insurance shall be filed with the Buyer for approval prior to commencing any work. Failure to furnish the required certificate within (10) days of "notice to proceed" shall not be considered cause for modification of any contractual time limits.
5. If sub-contractors are utilized, Seller is to ensure such sub-contractors are in compliance with the above requirements by providing the appropriate certificate of insurance to Buyer.
6. If any policies providing the required coverage are written on a claims-made basis, the following is applicable:
 - The retroactive date shall be prior to the commencement of the work.
 - Seller shall maintain such policies on a continuous basis
 - If there is a change in insurance companies or policies are cancelled or not renewed, Seller shall purchase an extended

reporting period of not less than three (3) years after the contract completion date.

Note: If not previously provided, please have your Insurance Agent forward the required certificates of insurance to:

**Genesee & Wyoming Railroad Services, Inc.
Attn: Kristine Storm
13901 Sutton Park Drive South
Suite 330
Jacksonville, FL 32224**



CONTRACTOR SAFETY RULES

Contractor Safety Rules: Issued to all North American Subsidiaries of Genesee & Wyoming Inc. Effective April 1, 2002 Revised Dec. 31, 2006

Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.
2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
 - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.
3. Ensures that each contractor employee follows the railroad's safety rules and procedures.
4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.
5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.
6. All applicable transportation department rules apply to contractors when rail cars are involved in the project i.e. (Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)
7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.
8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period, and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision-short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track; bridges; roadway; or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. Personal Protective Equipment:

a. Safety Footwear:

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.
- Shoes that are excessively worn or, do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.
- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses:
- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.

- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.
- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

f. High-visibility Workwear

All contractors are required to wear approved high-visibility workwear when they are on duty or on the Company property. Such high-visibility workwear must be worn as the outermost layer of clothing.

- i. High-visibility workwear must be approved by the Regional Director of Safety and may consist of a vest, coveralls, T-shirt or other clothing of the prescribed color (yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an "X" on the back, and two vertical bands in front from the waist to the top of the shoulders. Stripes must be of silver or yellow reflective material and be at least 2 inches (5 cm) in width.
- ii. Vests must be properly sized and constructed with tear-away features as approved by the Regional Director of Safety.
- iii. Defective, damaged or lost workwear must be reported immediately to your supervisor and replaced before reporting for duty.
- iv. Exceptions:
 - (a.) High-visibility workwear is not required when you are in these locations:
 - Lunchroom;
 - Locker room;
 - Inside vehicles;
 - Inside railway passenger cars;
 - Inside locomotive cabs; or
 - Offices.
 - (b.) When employees are working on locomotives or other equipment inside shop buildings, high-visibility workwear is recommended. All employees working outside of shop buildings require approved high-visibility workwear.
 - (c.) Accommodations for unusual conditions will be at the discretion of the Regional Director of Safety.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:

- a. Keep clear of suspended loads.
- b. Stand clear when chains, cables or other tackle in under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.

6. Working With Tools:

- a. Do not modify tools.
- b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.
- c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

- a. Employees should never carry objects on their shoulders when they are near moving trains.
- b. Employees should not cross in front of moving trains or equipment.
- c. Placement of Material Near Tracks.
 - Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
 - When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

- a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.
- b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.
- c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.
 - When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
 - Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

- a. Trains must be fully protected against any known condition that may interfere with their safe passage.
- b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.
- c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

- a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.
- b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.
- c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

- a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.
- b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track.

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

- a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.
- b. Do not perform work that will interfere with the safe passage of trains.
- c. Inspect all passing trains to detect a dangerous condition.
- d. Cross tracks at least 50 feet from standing locomotives or cars.
- e. Do not cross between cars standing less than 50 ft. apart.
- f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. **EXCEPTION: Emergency stop signals may be given by anyone**

20. Employee In Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

- a. Ensuring that employees comply with all applicable rules.

Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.

- b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.
- c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:

Responsibilities:

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations. Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator.

- a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.
- b. If you cannot clear all tracks;
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach.Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard, or any other track not controlled by a Dispatcher:

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
 - With a private lock on switches that will accommodate them.
 - Properly secured switch point clamp.
 - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

- a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.
- b. Do not get on or off moving equipment.
- c. When working near or observing equipment:

1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
 - Operating procedures.
 - Location of employees working around equipment.
 - Operator blind spots.
 - Signal to warn that equipment will move.
2. When your duties require you to be around the equipment, you must maintain a 50- foot safe area from the equipment.
3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

- a. **Communicate with employees in the vicinity of the equipment and cover;**
 - Normal operating procedures including operator's blind spots.
 - Test the brakes immediately after starting.
 - Do not allow anyone to distract you or interfere with your duties.
 - Constantly look out for obstructions or unsafe conditions in the direction you are moving.
 - If you cannot see ahead or behind, designate another employee to keep a lookout for you.

End

ROADWAY WORKER PROTECTION TRAINING POLICY

Railroad and Contractor have a mutual interest in providing a safe workplace for the employees of both parties and in maintaining the integrity and security of Railroad's facilities and property (the "Property"). To help ensure this goal, Railroad has instituted a training program for all employees of Contractor or its subcontractor(s) seeking admission to the Property (the "Program"). These employees must successfully complete the Program. Contractor shall cause its employees, and shall cause its subcontractor to require its employees, to successfully complete the Program on an annual basis, at their sole cost and expense, prior to their admission onto the Property. The Program will be available on-line and administered by a third party on behalf of GWI. The cost per employee certification attempt is \$35.00 USD, payable via credit or purchasing card.

ROADWAY WORKER PROTECTION TRAINING POLICY CONTRACT LANGUAGE

- A. (i) In order to maintain the integrity and security of Railroad's facilities or property (the "Property"), prior to any employee of Contractor or its subcontractor working at or regularly entering upon any Property (each a "Contractor Applicant"), Contractor shall cause its employees, and shall cause its subcontractor to require its employees, to successfully complete the Genesee & Wyoming Roadway Worker Training Program (the "Program") on an annual basis to be administered by Roadway Worker Training (the "Program Administer"), at the sole cost and expense of the Contractor or subcontractor, as the case may be, at the price of \$35.00 USD per Contractor.

(ii) The Program shall be available via the internet and instructions to access the Program are set forth on Exhibit [*] attached hereto.
- B. Upon completion of the Program, the Contractor Applicant shall be required to satisfactorily complete a test to be administered by the Program Administer. The Program Administer shall be responsible for scoring such test and verifying whether the Contractor Applicant satisfies the requirements of Railroad to perform work on the Property. Any Contractor Applicant who refuses to complete such test shall not be permitted to enter the Property to provide services to Railroad.
- C. When a satisfactory score is achieved by the Contractor Applicant, the Program Administrator shall print a certificate authorizing the Contractor Applicant's access to the Property and shall mail the certificate to the business address of Contractor or subcontractor, as the case may be, for distribution to the Contractor Applicant. Until receipt of such certificate from the Program Administrator, the Contractor shall print a temporary certificate authorizing the Contractor Applicant's access to the Property.
- D. The Contractor Applicant shall be responsible for carrying the certificate at all times when on the Property.
- E. All communications regarding Contractor Applicants, the Program, or any other matters described in this Section [*] should be addressed to:

Michael Lundell

GWI Safety Department
13901 Sutton Park Drive South
Suite 180
Jacksonville, FL 32081
Mlundell @gwrr.com
(904) 596-1766

- F. Contractor or subcontractor, as the case may be, shall be responsible for managing and recovering Program certificates from their employees who resign, retire or are terminated.
- G. Notwithstanding the receipt of a Program certificate by a Contractor Applicant, Railroad reserves the right to reject any Contractor Applicant from entering upon the Property in Railroad's sole discretion in accordance with Railroad's Code of Ethics and Conduct, Safety Rules, and all applicable laws.
- H. To the extent that any portion of the requirements set forth in this Section [*] violates any law, ordinance, statute or regulation that portion shall be ignored and the Contractor or subcontractor, as the case may be, shall comply with all remaining portions of Railroad's Roadway Protection Training Policy, the Program or the related application process.
- I. Contractor or subcontractor, as the case may be, shall be primarily responsible for enforcement of the Program; *provided, however*, that both Railroad and the FRA reserve the right to audit Contractor or subcontractor, as the case may be, for compliance with the Program and Railroad's Roadway Protection Training Policy. Should a Contractor or subcontractor, as applicable, be found out of compliance, any and all fines or penalties incurred by Railroad shall be the sole obligation of the Contractor.

EXHIBIT A

To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT On-Line University please follow these instructions:

- Start at website www.rrtrainers.com
- Click on the “Enter On-Line University” button
- Select the G&W course by clicking on the course name
- On the right hand side of the page select “New User Registration”
- Fill out all of the fields on the registration page and submit
- You will receive a username and password via email
- After receiving the username and password go back to the On-Line University page and select the G&W course again
- Complete the registration process and training