

ORIGINAL

NEW APPLICATION



0000080274



4561 E. McDowell Road  
Phoenix, AZ 85008  
602.454.0402  
602.454.0403 (fax)

RECEIVED

Date: January 25, 2008

FEB 11 4 10 3 10

To: Arizona Corporation Commission Office of  
Railroad Safety  
Attn: Chris Watson  
2200 N. Central, Suite 300  
Phoenix, AZ 85004

Subject: Arizona Corporation Commission  
Application for UPRR and Queen Creek  
Project: Queen Creek Road, Arizona Avenue to  
McQueen Road

Project MCDOT On-Call Contract, 2005-72, A  
Number: MCDOT Project No. 68966 (TT087)  
AZTEC Project No. AZE0718

From: Curt Slagell, P.E. *CWS* RR-03639A-08-0066

This memo is submitted to the Arizona Corporation Commission (ACC) as an application to request an upgrade to an existing Union Pacific Railroad (UPRR) crossing, on behalf of Maricopa County Department of Transportation (MCDOT).

**i Location of Crossing**

The Queen Creek Road, Arizona Avenue to McQueen Road project includes the improvements of Queen Creek Road to a six lane roadway with a 16-foot wide raised median across the UPRR right-of-way. The UPRR and Queen Creek crossing is approximately 1,370 feet east of Arizona Avenue and 1,260 feet west of Hamilton Street. Representatives from the ACC, UPRR, MCDOT, and consultants attended a field meeting on March 1, 2006.

**ii Why the Crossing is Needed**

The railroad crossing at Queen Creek Road is existing. This project is a roadway widening of the existing crossing.

**iii Why the Existing Crossing Cannot be Grade Separated**

With the proposed improvements to Queen Creek Road, the location of the at-grade crossing remains unchanged. A grade separation would have the following undesired consequences: 1) Access to existing farm roads and to anticipated development would be severed for approximately 2,000 feet (1,000 feet each side of the tracks) along Queen Creek Road; 2) There are several utilities in Queen Creek Road that cannot support 30 feet of additional embankment needed for a grade-separated crossing; 3) There is insufficient right-of-way to accommodate a 30-foot high embankment slopes along Queen Creek Road; and 4) There is inadequate distance between the railroad and the existing Arizona Avenue/Queen Creek Road intersection to raise the roadway grade over the railroad without violating sight-distance requirements.

**iv Type of Warning Devices to be Installed**

The warning devices for eastbound and westbound traffic included in the design are as follows: gates with flashing lights will be installed in the median and outside the roadway near the sidewalk; cantilever flashing railroad signals will be installed outside the roadway near the sidewalk; and railroad crossing warning signs will be placed per MUTCD, Part 8 standards.

**v Who will Maintain the Crossing Warning Devices**

UPRR will own and maintain the physical elements of the crossing (crossing surface, gates, flashing lights). The City of Chandler will own and maintain the approaching surface, signing and movement markings on Queen Creek Road.

**vi Who is Funding the Project**

MCDOT and City of Chandler are funding this project.

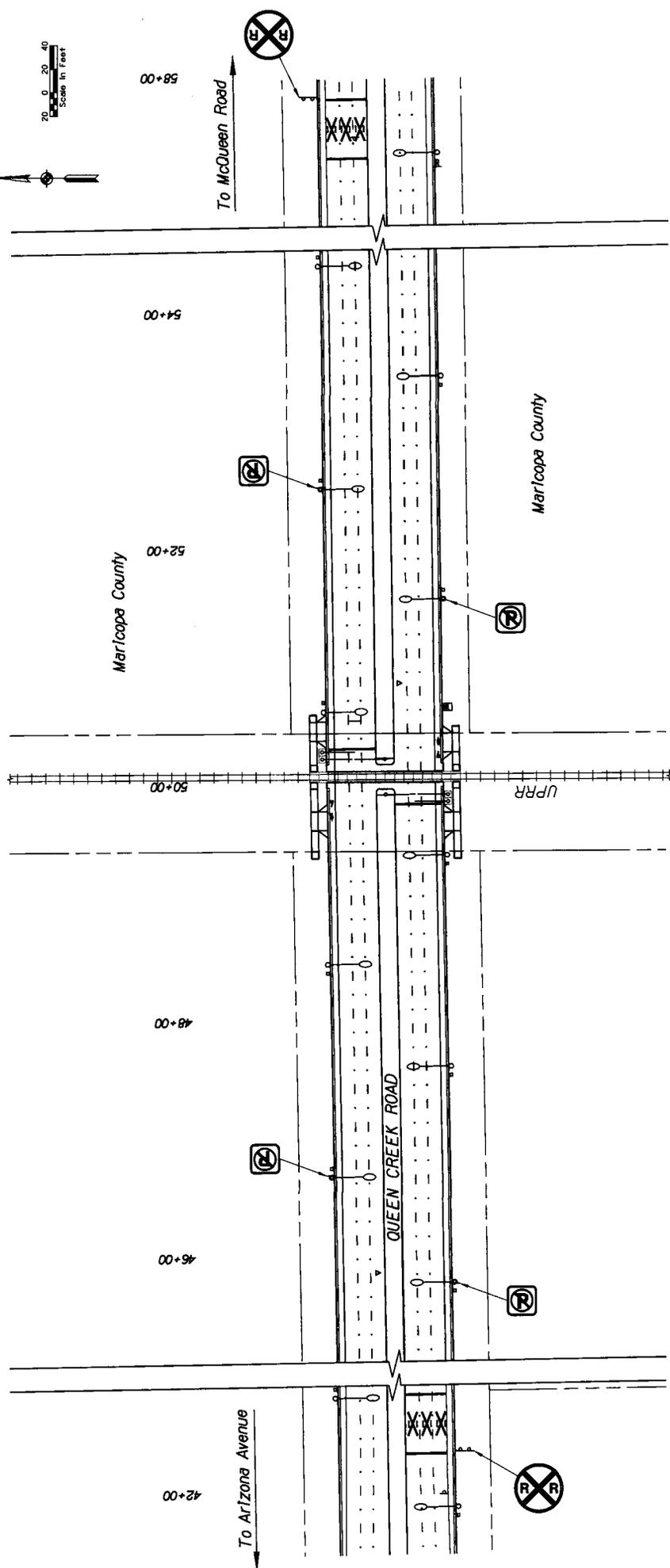
c: Kelly Roy/MCDOT

Arizona Corporation Commission  
DOCKETED

FEB - 4 2008

DOCKETED BY *MW*

F.A.M.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING
9	AZ	TT087	1	1	



LEGEND

- RAILROAD SIGNAL CROSSING GATE
- RAILROAD SIGNAL CANTILEVER STRUCTURE
- PROPOSED STREET LIGHT

MARICOPA COUNTY  
 DEPARTMENT OF TRANSPORTATION  
 ENGINEERING DIVISION  
 QUEEN CREEK ROAD  
 ARIZONA AVENUE TO MCQUEEN ROAD  
 PROJECT NO. TT087



SHEET 1 OF 1



July 30, 2007

UPRR Folder No. 2440-73

**MS PATTY PAULY  
UTILITY COORDIATOR  
MARICOPA COUNTY  
2901 W DURANGO  
PHOENIX AZ 85009**

Dear Ms. Pauly:

RE: Proposed improvements to the existing Queen Creek Road at-grade public road crossing near Chandler, Arizona.

Please refer to the above subject matter and the documentation to cover the construction project.

Attached hereto are duplicate originals of a Public Road Crossing Improvement Agreement, for the public road crossing reconstruction project. To properly document your use of the Railroad Company's property, it is necessary that you execute the attached documents. Please return to me the following:

1. **ALL** of the executed documents. If a Contractor's Right-of-Entry Agreement is attached hereto, you may submit the executed Contractor's Right-of-Entry documentation upon selection of a contractor.
2. Certificate of Insurance, if required.
3. Resolution for document execution, if required.
4. Check made payable to the Union Pacific Railroad Company in the amount of **\$6,895.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

**Real Estate**

**UNION PACIFIC RAILROAD**  
1400 Douglas Street, Stop 1690  
Omaha, Nebraska 68179-1690  
fx. (402) 501-0340



# PUBLIC ROAD CROSSING IMPROVEMENT AGREEMENT

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BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND

MARICOPA COUNTY

COVERING

PROPOSED IMPROVEMENTS TO THE EXISTING  
QUEEN CREEK ROAD AT-GRADE PUBLIC ROAD CROSSING

AT

RAILROAD MILE POST 932.09 ON THE CHANDLER INDUSTRIAL LEAD  
DOT NO. 741678S

NEAR

CHANDLER  
MARICOPA COUNTY,  
ARIZONA



UPRR Folder No.: 2440-73

UPRR Audit No.: \_\_\_\_\_

## PUBLIC ROAD CROSSING IMPROVEMENT AGREEMENT

Queen Creek Road – DOT No. 741678S  
Railroad Mile Post 932.09, on its Chandler Industrial Lead  
near Chandler, Maricopa County, Arizona

THIS AGREEMENT, executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **MARICOPA COUNTY**, a political subdivision of the State of Arizona (hereinafter the "County"), WITNESSETH:

### RECITALS:

The County has requested the Railroad to improve the existing Queen Creek Road crossing, at grade, along, over and across the Railroad's track and right of way at Railroad Mile Post 932.09, on its Chandler Industrial Lead, DOT No. 741678S, near Chandler, Maricopa County, Arizona to which the Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

### AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

### SECTION 1.

The exhibits below are attached hereto and hereby made a part hereof.

Exhibit A	Railroad Location Print
Exhibit A-1	Detailed/Specification Drawings
Exhibit B	Railroad's Track & Surface Material Estimate
Exhibit B-1	Railroad's Signal Material Estimate
Exhibit C	Railroad Form of Contractor's Right of Entry Agreement

### SECTION 2.

The Railroad shall furnish all labor, material, equipment and supervision for:

- Re-lay 160-feet of track,
- Install 120-feet of concrete road crossing surface, 85 cross ties, 3 carloads of ballast and other track and surface materials:
- Install 6 flashing signals with 4 gates and 2 cantilevers with CWT in a new cabin and other signal materials;
- Engineering, and



- Flagging,

all at the intersection of the Railroad's Chandler Industrial Lead with Queen Creek Road at the location heretofore described, as shown generally on Railroad's location and detailed drawings marked **Exhibit A** and **Exhibit A-1**, each hereto attached and hereby made a part hereof (hereinafter "Crossing Area").

### SECTION 3.

The County agrees to reimburse the Railroad for one hundred percent (100%) of the Railroad's actual labor and material costs associated with the work and materials described in Section 2 above. The Railroad estimates such cost to be Seven Hundred Two Thousand Two Hundred Twenty Dollars (\$702,220.00), as set forth in the Track & Surface Estimate, dated January 18, 2007 and marked **Exhibit B**, and the Signal Material Estimate, dated March 14, 2007 and marked **Exhibit B-1**, each attached hereto and hereby made a part hereof. During the performance of such work the Railroad will provide progressive billing to County based on Railroad's actual costs. Actual costs to the Railroad shall include customary additives to materials, services and labor provided by the Railroad. Within 120 Days after Railroad has completed its work, the Railroad will submit a final billing to County for any balance owed. County shall pay the Railroad within thirty (30) days of its receipt of all bills submitted by the Railroad.

### SECTION 4.

The Railroad, at its cost, shall maintain the crossing between the track tie ends. If, in the future, the County elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, the Railroad, at the County's expense, shall install such replacement surfacing.

### SECTION 5.

The County, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.

### SECTION 6.

If County's contractor(s) is/are performing any work described in Section 2 above, then the County shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement attached hereto as **Exhibit C** and hereby made a part hereof. County acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the County's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

**SECTION 7.**

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. County or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the County or its contractor(s). If it is, County or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

**SECTION 8.**

The County, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

**SECTION 9.**

Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the County shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

**SECTION 10.**

The County shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the County, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the County with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by County.

**SECTION 11.**

For and in consideration **SIX THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS (\$6,895.00)** to be paid by the County to the Railroad upon the execution and delivery of this Agreement and in further consideration of the County's agreement to perform and abide by the terms of this Agreement including all exhibits, the Railroad hereby grants to the County the right to establish or reestablish, construct or reconstruct, maintain, repair and renew the road crossing over and across the Crossing Area.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first hereinabove written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By \_\_\_\_\_  
PAUL G. FARRELL  
Senior Manager Contracts

ATTEST:

**MARICOPA COUNTY**

\_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

Pursuant to Resolution/Order No. \_\_\_\_\_  
dated \_\_\_\_\_,  
hereto attached.

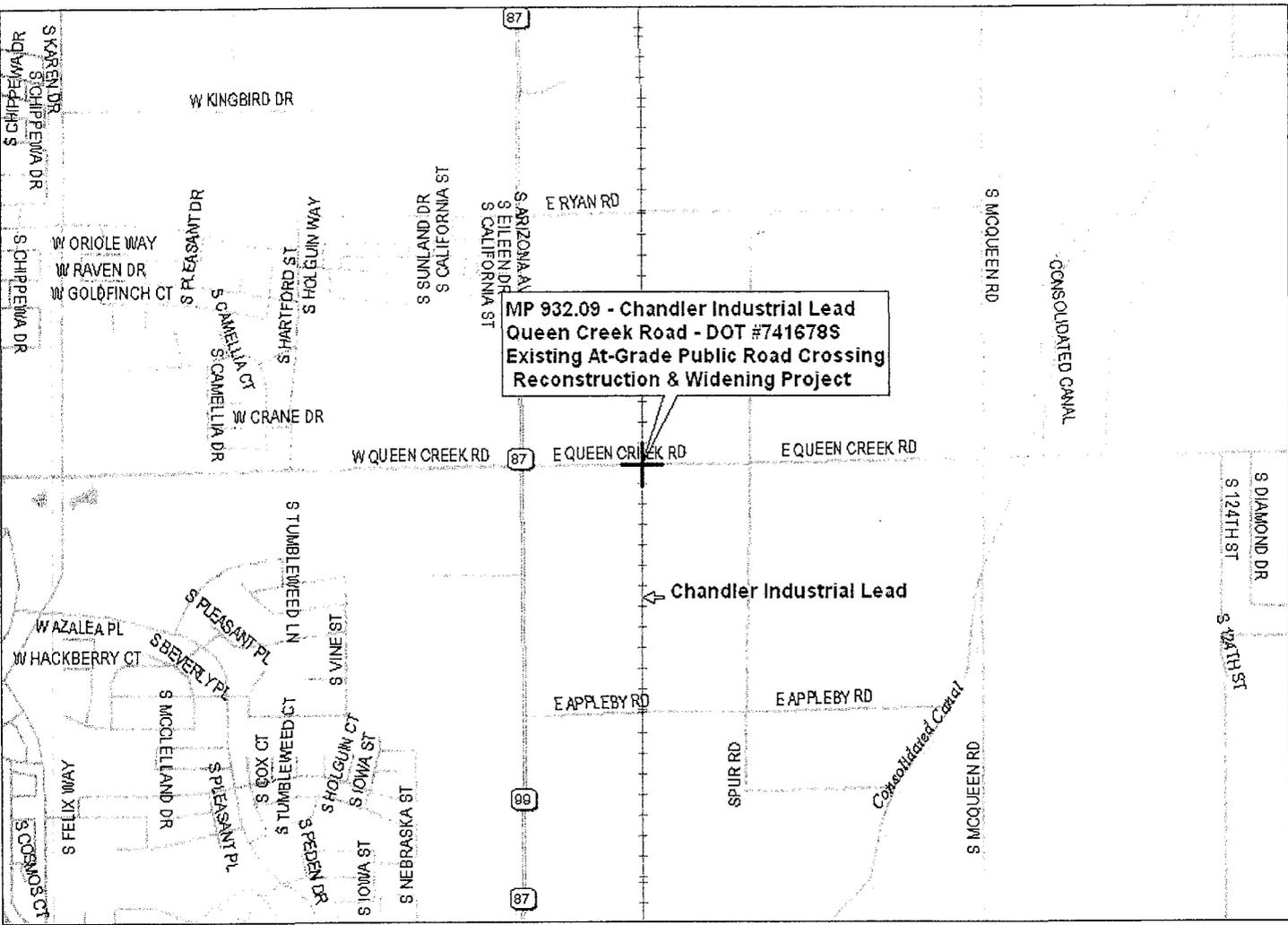
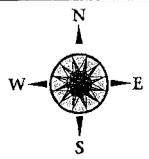


**UNION**  
**EXHIBIT A**

**PACIFIC**  
To Public Road Crossing  
Improvement Agreement

Cover Sheet for the  
Railroad Location Print

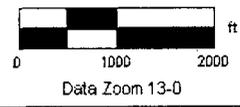
# LOCATION OF AN EXISTING AT-GRADE PUBLIC ROAD CROSSING RECONSTRUCTION & WIDENING PROJECT



**MP 932.09 - Chandler Industrial Lead  
Queen Creek Road - DOT #741678S  
Existing At-Grade Public Road Crossing  
Reconstruction & Widening Project**



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www.delorme.com



**RAILROAD WORK TO BE PERFORMED:**

**SURFACE & TRACK WORK:**

1. Re-lay 320-feet of track; install 120-feet of concrete road crossing surface; install 85 cross ties; install 3 carloads of ballast; other surface & track materials.

**SIGNAL WORK:**

2. Install new flashing signal with gates and cantilevers; install new signal house with constant warning time circuitry; other signal facilities.

**ENGINEERING PLAN REVIEW & FLAGGING**

**EXHIBIT "A"**

**UNION PACIFIC RAILROAD COMPANY**

CHANDLER INDUSTRIAL LEAD  
MILE POST 932.09  
GPS: N 33° 15.7302', W 111° 50.2125'  
CHANDLER, MARICOPA CO., AZ.

Illustrative print showing location of an existing at-grade public road crossing reconstruction and widening project with  
**MARICOPA COUNTY.**

Folder No. 2440-73                      Date: May 17, 2007

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-(800) 336-9193



**UNION**  
**EXHIBIT A-1**

**PACIFIC**  
To Public Road Crossing  
Improvement Agreement

Cover Sheet for the  
Detailed Drawings





UNION  
EXHIBIT B

PACIFIC  
To Public Road Crossing  
Improvement Agreement

Cover Sheet for the  
Railroad's Track & Surface Material Estimate

A.E.R.

JAN 18 2007

DATE: 2007-01-18

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2007-07-19

DESCRIPTION OF WORK:  
RECOLLECT ROAD CROSSING PROGRAM / CHANDLER IND LEAD / MP 932.09  
100% RECOLLECT FROM MARICOPA COUNTY.  
RENEW OR REPLACE (120) TF OF CONCRETE XING, UNLOAD (3) CARS OF BALLAST  
SURFACE AND LINE TRACK'S, AS NOTED IN SCOPE OF WORK.  
MISC SIGNAL WORK.

PID: 55649 AWO: 57520 MP, SUBDIV: 932.09, CHANDLER  
SERVICE UNIT: 16 CITY: CHANDLER STATE: AZ

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			10000		10000		10000
FLAGGING			30000		30000		30000
LABOR ADDITIVE 208%			83200		83200		83200
<b>TOTAL ENGINEERING</b>			<b>123200</b>		<b>123200</b>		<b>123200</b>
<b>SIGNAL WORK</b>							
SIGNAL			92	2	94		94
<b>TOTAL SIGNAL</b>			<b>92</b>	<b>2</b>	<b>94</b>		<b>94</b>
<b>TRACK &amp; SURFACE WORK</b>							
BALAST	3.00	CL	2139	2000	4139		4139
BILL PREP				900	900		900
FIELD WELD			162		162		162
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 208%			43712		43712		43712
MATL STORE EXPENSE				781	781		781
OTM			1270	2804	4074		4074
RAIL	320.00	LF	1718	5465	7183		7183
RDXING	120.00	TF	8101	19192	27293		27293
SALES TAX				1469	1469		1469
SAW CUT STREET APPROACH				4000	4000		4000
SCRAP TIE CONTRACTOR				100	100		100
TRAFFIC CONTROL				20000	20000		20000
TRK-SURF, LIN			6335		6335		6335
WELD			5260	267	5527		5527
XTIE	85.00	EA	10773	7042	17815		17815
<b>TOTAL TRACK &amp; SURFACE</b>			<b>79470</b>	<b>64920</b>	<b>144390</b>		<b>144390</b>
<b>LABOR/MATERIAL EXPENSE</b>			<b>202762</b>	<b>64922</b>			
<b>RECOLLECTIBLE/UPRR EXPENSE</b>					<b>267684</b>	<b>0</b>	
<b>ESTIMATED PROJECT COST</b>							<b>267684</b>
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		

RECOLLECTIBLE LESS CREDITS

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.



EXHIBIT B-1

**PACIFIC**  
To Public Road Crossing  
Improvement Agreement

Cover Sheet for the  
Railroad's Signal Material Estimate

DATE: 2007-03-14

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS 2007-09-14

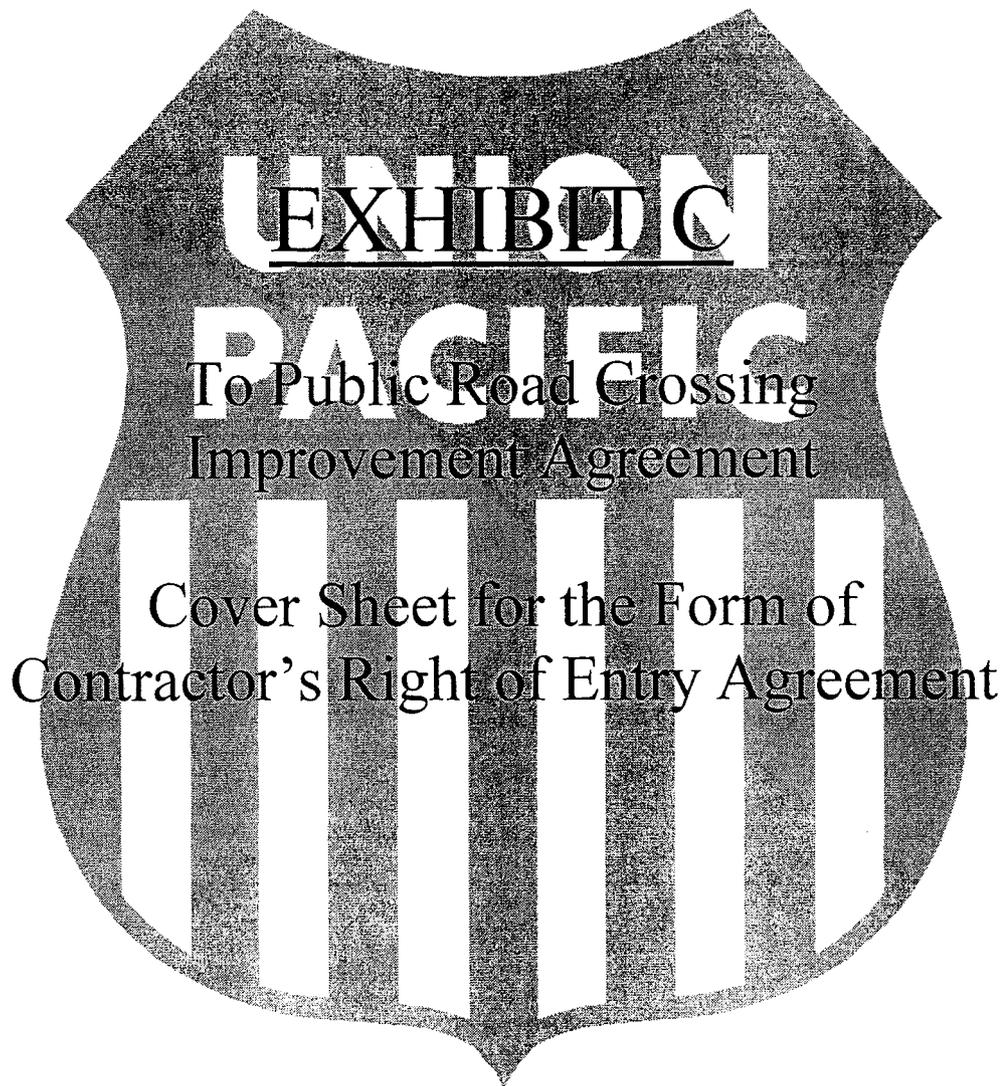
DESCRIPTION OF WORK:  
INSTALL 6 VL SIGNALS W/4 GATES AND 2 CANTS. WITH CWT IN NEW CABIN AT  
QUEEN CREEK ROAD IN CHANDLER, AZ. M.P. 932.09 ON THE CHANDLER IND. LEAD  
SIGNAL PROJECT MANAGER: LEE BURDEN 935-7680  
RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:  
SIGNAL - MARICOPA COUNTY 100% RECOLLECTIBLE

PID: 55648 AWO: 57519 MP, SUBDIV: 932.09, CHANDLER  
SERVICE UNIT: 16 CITY: CHANDLER STATE: AZ

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			23449		23449		23449
LABOR ADDITIVE 174%			13335		13335		13335
SIG-FWY XNG			4215		4215		4215
TOTAL ENGINEERING			40999		40999		40999
SIGNAL WORK							
BILL PREP		900			900		900
CONTRACT				9326	9326		9326
EARTH FILL/ROCK				11000	11000		11000
LABOR ADDITIVE 174%		113090			113090		113090
METER SERVICE			15000		15000		15000
PERSONAL EXPENSES			52500		52500		52500
SALES TAX			4047		4047		4047
SIGNAL		64995	101188		166183		166183
TRANSPORTATION CHARGES			6476		6476		6476
WZ TRAFFIC CONTROL			15015		15015		15015
TOTAL SIGNAL			178985	214552	393537		393537
LABOR/MATERIAL EXPENSE							
RECOLLECTIBLE/UPRR EXPENSE			219984	214552			
ESTIMATED PROJECT COST					434536	0	434536
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.





**UNION**

**PACIFIC**

To Public Road Crossing  
Improvement Agreement

Cover Sheet for the Form of  
Contractor's Right of Entry Agreement



## UNION PACIFIC RAILROAD COMPANY

Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
(402) 544-8620

May 17, 2007

UPRR Folder No.: 2440-73

To the Contractor:

Before Union Pacific Railroad Company can permit you to perform work on its property for the reconstruction and widening of the existing Queen Creek Road at-grade public road crossing, it will be necessary for you to complete and execute two originals of the enclosed Contractor's Right of Entry Agreement. Please:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article 5, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Execute and return all copies of the Contractor's Right of Entry Agreement together with your Certificate of Insurance as required in Exhibit B, in the attached, self-addressed envelope.
5. Include a check made payable to the Union Pacific Railroad Company in the amount of **\$500.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Under Exhibit B of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project. As a service to you, Union Pacific is making this coverage available to you. If you decide that acquiring this coverage from the Railroad is of benefit to you, please contact Mr. Mike McGrade of Marsh USA @ 800-729-7001, e-mail: [michael.mcgrade@marsh.com](mailto:michael.mcgrade@marsh.com).

This agreement will not be accepted by the Railroad Company until you have returned all of the following to the undersigned at Union Pacific Railroad Company:

1. Executed, unaltered duplicate original counterparts of the Contractor's Right of Entry Agreement;
2. Your check in the amount of \$500.00 to pay the required balance due of the required Contractor's Right of Entry fee. (The Folder Number and the name "Paul G. Farrell" should be written on the check to insure proper credit). If you require formal billing, you may consider this letter as a formal bill;





3. Copies of all of your **up-to-date** General Liability, Auto Liability & Workman's Compensation Insurance Certificates (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured;
4. Copy of your **up-to-date** Railroad Protective Liability Insurance Certificate (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured.

**RETURN ALL OF THESE REQUIRED ITEMS TOGETHER IN ONE ENVELOPE.  
DO NOT MAIL ANY ITEM SEPARATELY.**

If you have any questions concerning this agreement, please contact me as noted below. Have a safe day!

***Paul G. Farrell***  
Senior Manager Contracts  
Phone: (402) 544-8620  
e-mail: [pgfarrell@up.com](mailto:pgfarrell@up.com)





UPRR Folder No. 2440-73

UPRR Audit No. \_\_\_\_\_

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

\_\_\_\_\_  
(NAME OF CONTRACTOR)

a \_\_\_\_\_ corporation ("Contractor").  
(State of Incorporation)

### RECITALS:

Contractor has been hired by *Maricopa County* to perform work relating to the

- reconstruction and widening of the existing Queen Creek Road at-grade public road crossing (the "work"),

with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Mile Post 932.09 on Railroad's Chandler Industrial Lead located near Chandler, Maricopa

County, Arizona, which work is the subject of a contract dated \_\_\_\_\_ between  
(Date of C&M Agreement)

Railroad and Maricopa County as such location is also shown and detailed on the Location Print and Specification Plans collectively marked **Exhibit D**, attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of



performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A, B & C.**

The terms and conditions contained in **Exhibit A**, **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representatives or his or her duly authorized representatives (hereinafter collectively the "Railroad Representative"):

*Mike Battista*  
*Manager Track Maintenance*  
*Union Pacific Railroad Company*  
*1255 South Campbell Avenue*  
*Tucson, AZ 85713*  
*Phone: 602-322-2506*  
*Fax: 602-322-2515*

*John Clark*  
*Manager Signal Maintenance*  
*Union Pacific Railroad Company*  
*301 Gila Street*  
*Yuma, AZ 85364*  
*Phone: 925-343-4563*  
*Fax: 928-343-4558*

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit A**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated  
*(Date of Expiration)*  
 as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 6 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Union Pacific Railroad Company  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
Attn.: Senior Manager Contracts  
UPRR Folder No.: 2440-73*

**ARTICLE 7 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 8 - ADMINISTRATIVE FEE.**

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad Five Hundred Dollars (\$500.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.



IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
PAUL G. FARRELL  
Senior Manager Contracts

\_\_\_\_\_  
*(NAME OF CONTRACTOR)*

By: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT A

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### TERMS AND CONDITIONS

##### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (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 twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

##### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

##### **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery



and materials shall be kept at least fifty (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.

- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

#### **Section 4. 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 Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

#### **Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on 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 telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold 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 agents and/or employees, that causes or contributes to (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 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the 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 including, without limitation, all applicable Federal Railroad Administration regulations.

#### **Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit C**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit C** to each of its employees before they enter the job site.
- B. Without limitation of the provisions of paragraph A above, 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.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.



**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of 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. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.



## EXHIBIT B

### TO RIGHT OF ENTRY AGREEMENT

#### CONTRACT INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

- A. Commercial General Liability Insurance:** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

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

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. Business Automobile Coverage Insurance:** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$500,000 for each accident.

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

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

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

- D. Railroad Protective Liability Insurance:** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. Umbrella or Excess Insurance:** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

#### Other Requirements

- F.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

- G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

- H.** Contractor waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Contractor required by this agreement.



- I. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- J. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- K. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### I. Clothing

A. All employees of Contractor will 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.

Specifically, Contractor's employees must wear:

- Waist-length shirts with sleeves.
  - Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- Eye protection that meets American National Standard (ANSI) 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, etc.
- Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
  - Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- Wear an orange, reflectorized workwear approved by the Railroad Representative.
- Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
- Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - Avoid walking or standing on a track unless so authorized by the employee in charge.
  - Before stepping over or crossing tracks, look in both directions first.
  - Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

