



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

February 5, 2021
Subject: International Bridge
Rehabilitation
State WIN: 021736.00
Location: **Madawaska &
Edmundston, Canada
Amendment No. 4**

Dear Sir/Ms.:

For your information and review:

Two additional reports are available for review by the Contractor.

- The existing bridge load rating report, “Madawaska Bridge Load Rating - FINAL 11-09-17”, dated 11/9/2017, prepared by HNTB has been posted to the MaineDOT web site.
- “Routine & Special Member Inspection Report” dated June 19, 2020, prepared by HNTB has been posted to the MaineDOT web site.

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 18 - 49, Proposal Schedule of Items, 32 pages, dated 12/17/2020 and **REPLACE** with the attached, revised Proposal Schedule of Items, 32 pages, dated 2/1/2021.

REMOVE pages 51 – 58, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies 4 pages each, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies 4 pages each.

On page 140, in SPECIAL PROVISION – SECTION 105 - GENERAL SCOPE OF WORK - (Temporary Work Trestles), under item 1 of section 105.03 General Requirements **CHANGE** “February 1 to read **“February 15”**”. Make this change in pen and ink.

REMOVE page 147, SPECIAL PROVISION – SECTION 107 - TIME - (Contract Time), 1 page, dated November 4, 2020, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 - TIME - (Contract Time), 1 page, dated February 4, 2021.

REMOVE page 153, SPECIAL PROVISION – SECTION 107 - TIME - (Supplemental Liquidated Damages), 1 page, dated November 4, 2020, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 - TIME - (Supplemental Liquidated Damages), 2 pages, dated February 4, 2021.

In SPECIAL PROVISION – SECTION 501 - GENERAL SCOPE OF WORK - (Temporary Work Trestles) from Amendment No. 3, **CHANGE** item 1 of section 501.044 which begins “1. The drilled shaft shall be...” to read “**1. The drilled shaft shall be within 3 inches of plan position in the horizontal plane at the plan elevation for the top of the shaft.**” Make this change in pen and ink.

ADD the attached CN Guidelines Regarding Access to Workplace, 23 pages, dated October 18, 2013.

ADD the attached Right of Entry, 10 pages.

The following questions have been received:

Question: Given the fact that historical data shows that the Saint John River ice out typically occurs in mid to late April, and given the fact that the primary reason for having to remove temporary trestles components is due to flooding concerns resulting from the ice out, would it be possible to extend the date that temporary trestles must be removed to the middle or the end of March? Extending the trestle work window would help reduce the schedule risks associated with the project.

Response: See above pen and ink changes. The date that temporary trestles must be removed has been moved to February 15.

Question: Spec 501.044 calls for shafts to be located within 2” of horizontal position. Does this apply to both rebar and casing location? Due to shafts being cut off below water elevation and a large cap being constructed on top, can this tolerance be increased to 6”?

Response: See above pen and ink changes.

Question: The CN Appendix included in Item 511 Cofferdam references Soldier Piles with Timber Lagging, Ties Backs, and Caisson Walls. Please confirm these requirements do not apply to Pier Cofferdams. Instead, should this appendix relate to the shoring wall detailed in the Edmundston Sewer Relocation Item?

Response: The Contractor’s cofferdam design, submittal procedures, and methods for constructing the foundations at Piers 1 and 5 shall meet the loading, monitoring, and other pertinent requirements outlined in the CN Appendix for “Soldier Pile with Timber Lagging”, regardless of cofferdam type and distance from the railroad tracks. While this Appendix is also applicable to the earth retention system used for sewer replacement, this system has already been designed by a Professional Engineer.

Question: Please confirm the Shoring Design detailed on the Relocation of Municipal Services Drawings has been designed by EXP.

Response: The shoring system identified within the “Relocation of Municipal Services” drawings has been fully designed.

Question: Note 2. under section 105.03 of the project's special provisions states that "Any trestle support elements positioned beneath elevation 455.00-ft shall be aligned with the flow of the river." Because trestle components located at or above elevation 450.00-ft shall be removed seasonally, would it be possible to wave the alignment requirement outlined under note 2.) of this section? Requiring that the trestle components below elevation 455.00-ft be aligned with the river flow will add significant costs to the project.

Response: In order to meet all conditions of the Maine and New Brunswick environmental permits and specifically to meet the requirements of no effect to International boundary waters, the trestles shall be constructed with the piles oriented with the river flow.

Question: Can dredge material excavated in the United States be disposed of in Canada?

Response: The Contractor has two options for disposing of dredge material:

1. Contractor shall dispose of material at a facility licensed by the State of Maine or the Province of New Brunswick for the management of dredge material. The Contractor shall be responsible for making all necessary arrangements for dewatering and proper management of the Dredge Material, including any laboratory testing, in accordance with the facility’s license. The Contractor shall provide documentation to the Resident that the Dredge Material was managed as specified. The submitted documentation shall consist of truck manifests, waybills, or such documentation as may be acceptable to the Resident and shall clearly document the management site location and the quantity of Dredge Material. The test results of the dredge analysis can be made available to the Contractor upon request for vetting by the chosen site. The Departments of Transportation assume no responsibility.
2. Disposal on an appropriate parcel of property in NB. Such a property used for disposal will be considered an “Ancillary Facility” and the associated regulatory approval requirements are listed in Section 8. of *Special Provision - Section 105 – General Scope of Work - (Environmental Requirements)*, and Condition 7. of the *Environmental Impact Assessment (EIA) Certificate of Determination*. These requirements include as a minimum field surveys for environmental constraints (vascular plant survey, bird survey, wetland survey, aquatics survey, species at risk survey, and archaeological survey) by a qualified environmental services firm, the identification of environmental mitigation measures, the preparation of a sediment disposal plan, the preparation of an EIA addendum with this plan attached, and a review by the EIA Technical Review Committee (TRC), which may include several rounds of questions from the TRC (the review time may last several months).
In addition, NBDELG’s guidelines for the Siting and Operation of a Disposal Site on Land (<https://www2.gnb.ca/content/dam/gnb/Departments/env/pdf/LandWaste-TerreDechets/GuidelinesDisposalOfDredgingMaterial.pdf>) have be followed. They include a requirement to apply for an *Approval to Operate* from the NBDELG. All costs and delays associated with assessment, review, and permitting of proposed ancillary facilities, including any required mitigation, are the sole responsibility of the Contractor.

Question: We do not see an issue with completing Phase 2 of the new bridge in 2024, however, the removal of existing bridge is dependent on when access can begin in the spring. If additional time is required to complete the demolition phase of existing bridge, does the owner plan to apply penalty if new bridge is complete and open to traffic? We estimate the possibility of complete removal by end of January 2025 if trestle access is delayed during Spring 2024.

Response: See above changes. The Contract Completion Date has been moved to June 30, 2025.

Question: Plans indicate the Canadian approach to be completed by others above EL.508. Please clarify how this work will to be coordinated with this contract.

Response: The Contractor shall cooperatively coordinate with the contractor responsible for the Canadian approach work in accordance with Standard Specification 104.4.7, Cooperation with Other Contractors, Special Provision 104, General Rights and Responsibilities (Furnishing Right-of-Way), and the Plans. A separate contract will be prepared for the Canadian approach work, tentatively to be advertised in 2023. The design consultant for the Canadian approaches is already engaged and working closely with other parties to phase the work with this contract and to maintain operations of the Port of Entry.

Question: Work Execution on CN Property within Special Provisions Section 104 states "Handling of structured components over the track area will have to be done during a block on rail traffic. The availability of work blocks will depend on rail traffic at time of construction"

- Is there a maximum allowable work block duration CN will permit?
- Are there any restrictions between consecutive work blocks?

Response: This will have to be coordinated with CN at the time of the work.

Question: CN Work Permit Application, Section D, Clear of the Track, Item 8 indicates workers may continue working, at the discretion of CN.

- Will the work behind the soldier pile wall/chain link fence at Abutment 2 be required to stop?

Response: Please see attached additional information "CN Guidelines Regarding Access to Workplace" and "Right of Entry NGN 219.10" that the Contractor will be required to enter into with CN.

Question: We request a copy of the load rating analysis and/or report that determined the 5 ton limit imposed on the existing structure.

Response: The existing bridge load rating report and bridge inspection report has been posted to the MaineDOT web site on Madawaska-Edmundston International Bridge bid page.

Question: Notes 1 and 2 of Sheet 150 identify Power Source to be by Others. Please clarify how this will be coordinated with this contract.

Response: Conduit and wiring for roadway and aesthetic lighting shall be installed from the Canadian abutment to the junction box, labeled “Junction Box-4” on Plan sheet 150, and terminated/capped within this junction box. A separate Contractor, performing work at the Canadian Port of Entry, will be responsible to install conduit and wiring from this junction box to a cabinet.

Consider these changes and information prior to submitting your bid on **February 17, 2021**.

Sincerely,

Kevin Hanlon For

George M. A. Macdougall P.E.
Contracts & Specifications Engineer

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 01 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.19 REMOVING EXISTING BRIDGE	LUMP SUM	LUMP SUM		_____	_____
0020	203.20 COMMON EXCAVATION	1,550.000 CY	_____	_____	_____	_____
0110	203.24 COMMON BORROW	17,300.000 CY	_____	_____	_____	_____
0120	203.25 GRANULAR BORROW	38,100.000 CY	_____	_____	_____	_____
0130	203.55 CULVERT BEDDING STONE	8,300.000 CY	_____	_____	_____	_____
0140	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	5,800.000 CY	_____	_____	_____	_____
0250	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	20.000 CY	_____	_____	_____	_____
0300	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	150.000 CY	_____	_____	_____	_____
0310	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	1,200.000 T	_____	_____	_____	_____
0320	409.15 BITUMINOUS TACK COAT - APPLIED	230.000 G	_____	_____	_____	_____
0330	501.220 MICRO PILES	58.000 EA	_____	_____	_____	_____
0340	501.2331 MICROPILE VERIFICATION LOAD TEST	1.000 EA	_____	_____	_____	_____

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SECTION: 01 MAIN ITEMS

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	501.2341 MICROPILE PROOF LOAD TEST	3.000 EA	_____	 _____	_____	 _____
0440	501.804 DRILLING EQUIPMENT MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
0980	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP SUM	LUMP SUM		_____	 _____
0990	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM	LUMP SUM		_____	 _____
1200	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP SUM	LUMP SUM		_____	 _____
1210	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP SUM	LUMP SUM		_____	 _____
1220	502.341 STRUCTURAL CONCRETE ROADWAY MEDIAN	14.000 CY	_____	 _____	_____	 _____
1230	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM	LUMP SUM		_____	 _____
1240	502.565 CONCRETE FILL	140.000 CY	_____	 _____	_____	 _____
1250	502.77 FIBER REINFORCED POLYMER BRIDGE DRAIN - TYPE: A	7.000 EA	_____	 _____	_____	 _____
1260	502.77 FIBER REINFORCED POLYMER BRIDGE DRAIN - TYPE: F	7.000 EA	_____	 _____	_____	 _____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1270	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	958,100.000 LB	_____	 _____	_____	 _____
1380	503.13 REINFORCING STEEL, PLACING	958,100.000 LB	_____	 _____	_____	 _____
1490	503.17 MECHANICAL WELDED SPLICE	301.000 EA	_____	 _____	_____	 _____
1500	503.26 STAINLESS STEEL REINFORCEMENT - FABRICATED & DELIVERED	985,000.000 LB	_____	 _____	_____	 _____
1510	503.27 STAINLESS STEEL REINFORCEMENT - PLACING	985,000.000 LB	_____	 _____	_____	 _____
1520	504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
1530	504.71 STRUCTURAL STEEL ERECTION	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
1540	505.08 SHEAR CONNECTORS	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
1550	507.0823 STEEL BRIDGE RAILING, 3 BAR S3-TL4	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
1560	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
1670	512.081 FRENCH DRAINS	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____

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Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1680	513.22 CRUSHED STONE SLOPE PROTECTION	250.000 SY	_____	 _____	_____	 _____
1690	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP SUM		_____	 _____
1700	521.23 EXPANSION DEVICE FINGER JOINT ABUT NO.1	1.000 EA	_____	 _____	_____	 _____
1710	521.23 EXPANSION DEVICE FINGER JOINT ABUT NO.2	1.000 EA	_____	 _____	_____	 _____
1720	523.52 BEARING INSTALLATION	31.000 EA	_____	 _____	_____	 _____
1730	523.5551 POT OR DISC BEARINGS, FIXED	12.000 EA	_____	 _____	_____	 _____
1740	523.5552 POT OR DISC BEARINGS, EXPANSION	19.000 EA	_____	 _____	_____	 _____
1750	524.301 TEMPORARY STRUCTURAL SUPPORT EARTH	LUMP SUM	LUMP SUM		_____	 _____
1760	524.301 TEMPORARY STRUCTURAL SUPPORT GIRDER NO.4	LUMP SUM	LUMP SUM		_____	 _____
1770	524.40 PROTECTIVE SHIELD	LUMP SUM	LUMP SUM		_____	 _____
1780	526.301 PORTABLE CONCRETE BARRIER TYPE I	LUMP SUM	LUMP SUM		_____	 _____

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SECTION: 01 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1790	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA	_____	 _____	_____	 _____
1800	606.65 GUARDRAIL THRIE BEAM - SINGLE RAIL	38.000 LF	_____	 _____	_____	 _____
1810	606.66 TERMINAL END THRIE BEAM	2.000 EA	_____	 _____	_____	 _____
1820	607.1706 TEMPORARY CHAIN LINK FENCE - 8'	LUMP SUM		 LUMP SUM	_____	 _____
1830	607.183 CHAIN LINK SNOW FENCE 33 INCH	LUMP SUM		 LUMP SUM	_____	 _____
1840	610.08 PLAIN RIPRAP	170.000 CY	_____	 _____	_____	 _____
1850	610.16 HEAVY RIPRAP	28,900.000 CY	_____	 _____	_____	 _____
1860	615.07 LOAM	700.000 CY	_____	 _____	_____	 _____
1870	618.14 SEEDING METHOD NUMBER 2	113.000 UN	_____	 _____	_____	 _____
1880	619.12 MULCH	113.000 UN	_____	 _____	_____	 _____
1890	619.14 EROSION CONTROL MIX	700.000 CY	_____	 _____	_____	 _____
1900	620.58 EROSION CONTROL GEOTEXTILE	24,000.000 SY	_____	 _____	_____	 _____
1910	620.60 SEPARATION GEOTEXTILE	1,850.000 SY	_____	 _____	_____	 _____

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Project(s): 021736.00

SECTION: 01 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1920	626.11 PRECAST CONCRETE JUNCTION BOX	3.000 EA	_____	 _____	_____	 _____
1930	626.22 NON-METALLIC CONDUIT	2,500.000 LF	_____	 _____	_____	 _____
1940	626.221 NON-METALLIC CONDUIT CONCRETE ENCASED	560.000 LF	_____	 _____	_____	 _____
1950	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	6,200.000 LF	_____	 _____	_____	 _____
1960	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP SUM		 LUMP SUM	_____	 _____
1970	629.05 HAND LABOR, STRAIGHT TIME	120.000 HR	_____	 _____	_____	 _____
1980	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	40.000 HR	_____	 _____	_____	 _____
1990	631.11 AIR TOOL (INCLUDING OPERATOR)	80.000 HR	_____	 _____	_____	 _____
2000	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	80.000 HR	_____	 _____	_____	 _____
2010	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	120.000 HR	_____	 _____	_____	 _____
2020	631.22 FRONT END LOADER (INCLUDING OPERATOR)	40.000 HR	_____	 _____	_____	 _____

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SECTION: 01 MAIN ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2030	634.160 HIGHWAY LIGHTING	LUMP SUM		LUMP SUM		
2040	634.2042 LED LUMINARIES	13.000 EA				
2050	634.210 CONVENTIONAL LIGHT STANDARD	13.000 EA				
2060	634.803 AESTHETIC LIGHTING	LUMP SUM		LUMP SUM		
2070	639.18 FIELD OFFICE TYPE A MODIFIED	1.000 EA				
2080	639.19 FIELD OFFICE TYPE B	1.000 EA				
2090	641.35 ALUMINUM FLAG POLE	3.000 EA				
2100	645.103 DEMOUNT GUIDE SIGN	11.000 EA				
2110	645.12 OVERHEAD GUIDE SIGN: STA 103+30	LUMP SUM		LUMP SUM		
2120	645.12 OVERHEAD GUIDE SIGN: STA 112+85	LUMP SUM		LUMP SUM		
2130	645.291 ROADSIDE GUIDE SIGNS TYPE II	60.000 SF				
2140	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	160.000 SF				
2150	652.312 TYPE III BARRICADE	5.000 EA				

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SECTION: 01 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2160	652.33 DRUM	50.000 EA	_____	 _____	_____	 _____
2170	652.34 CONE	50.000 EA	_____	 _____	_____	 _____
2180	652.35 CONSTRUCTION SIGNS	300.000 SF	_____	 _____	_____	 _____
2190	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM		 LUMP SUM	_____	 _____
2200	652.38 FLAGGER	400.000 HR	_____	 _____	_____	 _____
2210	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	10.000 EA	_____	 _____	_____	 _____
2220	653.24 4 INCH POLYSTYRENE PLASTIC INSULATION	320.000 SY	_____	 _____	_____	 _____
2230	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM		 LUMP SUM	_____	 _____
2240	659.10 MOBILIZATION	LUMP SUM		 LUMP SUM	_____	 _____
2250	660.21 ON-THE-JOB TRAINING (BID)	7,000.000 HR	_____	 _____	_____	 _____
2260	801.011 BYPASS PUMPING SYSTEM	LUMP SUM		 LUMP SUM	_____	 _____
2270	801.183 12 INCH PVC SANITARY SEWER (DR-18)	380.000 LF	_____	 _____	_____	 _____

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SECTION: 01 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2280	803.173 SEWER MANHOLE - 4 FOOT DIAMETER	3.000 EA	_____	 _____	_____	 _____
2290	805.293 ADDITIONAL SELECT BACKFILL MATERIAL	20.000 CY	_____	 _____	_____	 _____
2300	827.302 UNSUITABLE SOIL EXCAVATION - BELOW GRADE	20.000 CY	_____	 _____	_____	 _____
2310	827.304 TRENCH ROCK EXCAVATION	20.000 CY	_____	 _____	_____	 _____
2320	827.33 TRENCH INSULATION 2 INCH	40.000 LF	_____	 _____	_____	 _____
2340	910.301 SPECIAL WORK RELCT OF MUN SVCS CAT B	LUMP SUM		LUMP SUM	_____	 _____
2350	910.301 SPECIAL WORK UTILITY CONDUIT APPR ONLY	LUMP SUM		LUMP SUM	_____	 _____
2360	910.301 SPECIAL WORK UTILITY CONDUIT BR ONLY	LUMP SUM		LUMP SUM	_____	 _____
Section: 01			Total:		_____	 _____

2/1/2021

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Proposal Schedule of Items

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Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 02

PIER NO.1 DRIVEN PILE FDN

Alt Set ID: AA

Alt Mbr ID: 1

Contractor: _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 02

PIER NO.1 DRIVEN PILE FDN

Alt Set ID: AA

Alt Mbr ID: 1

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0150	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	1,100.000 CY	_____	 _____	_____	 _____
0360	501.239 DYNAMIC LOADING TESTS - PROVIDING FOR	2.000 EA	_____	 _____	_____	 _____
0370	501.54 STEEL H-BEAM PILES 117 LBS/FT, DELIVERED	1,900.000 LF	_____	 _____	_____	 _____
0380	501.541 STEEL H-BEAM PILES 117 LBS/FT, IN PLACE	1,900.000 LF	_____	 _____	_____	 _____
0950	501.90 PILE TIPS	36.000 EA	_____	 _____	_____	 _____
0960	501.91 PILE SPLICES	36.000 EA	_____	 _____	_____	 _____
0970	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP SUM		LUMP SUM	_____	 _____
1000	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM		LUMP SUM	_____	 _____
1140	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP SUM		LUMP SUM	_____	 _____
1280	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	54,900.000 LB	_____	 _____	_____	 _____
1390	503.13 REINFORCING STEEL, PLACING	54,900.000 LB	_____	 _____	_____	 _____

2/1/2021

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Proposal Schedule of Items

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Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 02

PIER NO.1 DRIVEN PILE FDN

Alt Set ID: AA

Alt Mbr ID: 1

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1600	511.07 COFFERDAM: PIER NO.1	LUMP SUM	LUMP	SUM	_____	_____
Section: 02			Total:		_____	_____

2/1/2021

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Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 03

PIER NO.1 DRILLED SHAFT FDN

Alt Set ID: AA

Alt Mbr ID: 2

Contractor: _____

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Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 03

PIER NO.1 DRILLED SHAFT FDN

Alt Set ID: AA

Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0160	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	1,100.000 CY	_____	 _____	_____	 _____
0390	501.8016 6 FOOT DIAMETER DRILLED SHAFT	180.000 LF	_____	 _____	_____	 _____
0450	501.804 DRILLING EQUIPMENT MOBILIZATION	LUMP SUM		 LUMP SUM	_____	 _____
0500	501.807 REMOVAL OF OBSTRUCTIONS	4.000 HOUR	_____	 _____	_____	 _____
0550	501.82 CROSS HOLE SONIC LOGGING TESTING	1.000 EA	_____	 _____	_____	 _____
0600	501.83 DRILLED SHAFT CONFIRMATORY BORINGS	115.000 LF	_____	 _____	_____	 _____
0650	501.831 DRILLED SHAFT - ROCK SOCKET 5.5 FT DIA	65.000 LF	_____	 _____	_____	 _____
0700	501.832 DRILLED SHAFT - SLOPING ROCK	2.000 HR	_____	 _____	_____	 _____
0750	501.85 CORING OF DRILLED SHAFTS WITHOUT DEFECTS	10.000 LF	_____	 _____	_____	 _____
0800	501.86 DRILLED SHAFT INSPECTION DEVICE TEST	4.000 EA	_____	 _____	_____	 _____
0850	501.861 CONCRETE TEST CYLINDERS OF SHAFTS WITHOUT DEFECTS	4.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 03

PIER NO.1 DRILLED SHAFT FDN

Alt Set ID: AA

Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0900	501.87 THERMAL INTEGRITY PROFILER TEST, PROVIDING FOR	4.000 EA	_____	 _____	_____	 _____
1010	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM	_____	 LUMP SUM	_____	 _____
1150	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP SUM	_____	 LUMP SUM	_____	 _____
1290	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	54,100.000 LB	_____	 _____	_____	 _____
1400	503.13 REINFORCING STEEL, PLACING	54,100.000 LB	_____	 _____	_____	 _____
1610	511.07 COFFERDAM: PIER NO.1	LUMP SUM	_____	 LUMP SUM	_____	 _____
Section: 03			Total:		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 04

PIER NO.2 SPREAD FOOTING FDN

Alt Set ID: AB

Alt Mbr ID: 1

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0030	203.2318 DISPOSAL OF SPECIAL WASTE	2,200.000 T	_____	 _____	_____	 _____
0170	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	1,400.000 CY	_____	 _____	_____	 _____
0260	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	25.000 CY	_____	 _____	_____	 _____
1020	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM	LUMP SUM		_____	 _____
1100	502.24 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	1,060.000 CY	_____	 _____	_____	 _____
1300	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	55,600.000 LB	_____	 _____	_____	 _____
1410	503.13 REINFORCING STEEL, PLACING	55,600.000 LB	_____	 _____	_____	 _____
1570	511.07 COFFERDAM: PIER NO. 2	LUMP SUM	LUMP SUM		_____	 _____
Section: 04			Total:		_____	 _____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 05

PIER NO.2 DRILLED SHAFT FDN

Alt Set ID: AB

Alt Mbr ID: 2

Contractor: _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 05

PIER NO.2 DRILLED SHAFT FDN

Alt Set ID: AB

Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0040	203.2318 DISPOSAL OF SPECIAL WASTE	950.000 T	_____	 _____	_____	 _____
0180	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	600.000 CY	_____	 _____	_____	 _____
0400	501.8016 6 FOOT DIAMETER DRILLED SHAFT	90.000 LF	_____	 _____	_____	 _____
0460	501.804 DRILLING EQUIPMENT MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
0510	501.807 REMOVAL OF OBSTRUCTIONS	4.000 HOUR	_____	 _____	_____	 _____
0560	501.82 CROSS HOLE SONIC LOGGING TESTING	1.000 EA	_____	 _____	_____	 _____
0610	501.83 DRILLED SHAFT CONFIRMATORY BORINGS	35.000 LF	_____	 _____	_____	 _____
0660	501.831 DRILLED SHAFT - ROCK SOCKET 5.5 FT DIA	65.000 LF	_____	 _____	_____	 _____
0710	501.832 DRILLED SHAFT - SLOPING ROCK	2.000 HR	_____	 _____	_____	 _____
0760	501.85 CORING OF DRILLED SHAFTS WITHOUT DEFECTS	10.000 LF	_____	 _____	_____	 _____
0810	501.86 DRILLED SHAFT INSPECTION DEVICE TEST	4.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 05

PIER NO.2 DRILLED SHAFT FDN

Alt Set ID: AB

Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0860	501.861 CONCRETE TEST CYLINDERS OF SHAFTS WITHOUT DEFECTS	4.000 EA	_____	 _____	_____	 _____
0910	501.87 THERMAL INTEGRITY PROFILER TEST, PROVIDING FOR	4.000 EA	_____	 _____	_____	 _____
1030	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM		 LUMP SUM	_____	 _____
1160	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP SUM		 LUMP SUM	_____	 _____
1310	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	54,100.000 LB	_____	 _____	_____	 _____
1420	503.13 REINFORCING STEEL, PLACING	54,100.000 LB	_____	 _____	_____	 _____
1620	511.07 COFFERDAM: PIER NO.2	LUMP SUM		 LUMP SUM	_____	 _____
Section: 05			Total:		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 06

PIER NO.3 SPREAD FOOTING FDN

Alt Set ID: AC

Alt Mbr ID: 1

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0050	203.2318 DISPOSAL OF SPECIAL WASTE	2,350.000 T	_____	 _____	_____	 _____
0190	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	1,500.000 CY	_____	 _____	_____	 _____
0270	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	25.000 CY	_____	 _____	_____	 _____
1040	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM	LUMP SUM		_____	 _____
1110	502.24 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	1,155.000 CY	_____	 _____	_____	 _____
1320	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	55,600.000 LB	_____	 _____	_____	 _____
1430	503.13 REINFORCING STEEL, PLACING	55,600.000 LB	_____	 _____	_____	 _____
1630	511.07 COFFERDAM: PIER NO.3	LUMP SUM	LUMP SUM		_____	 _____
Section: 06			Total:		_____	 _____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 07

PIER NO.3 DRILLED SHAFT FDN

Alt Set ID: AC

Alt Mbr ID: 2

Contractor: _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 07

PIER NO.3 DRILLED SHAFT FDN

Alt Set ID: AC

Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0060	203.2318 DISPOSAL OF SPECIAL WASTE	950.000 T	_____	 _____	_____	 _____
0200	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	600.000 CY	_____	 _____	_____	 _____
0410	501.8016 6 FOOT DIAMETER DRILLED SHAFT	100.000 LF	_____	 _____	_____	 _____
0470	501.804 DRILLING EQUIPMENT MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
0520	501.807 REMOVAL OF OBSTRUCTIONS	4.000 HOUR	_____	 _____	_____	 _____
0570	501.82 CROSS HOLE SONIC LOGGING TESTING	1.000 EA	_____	 _____	_____	 _____
0620	501.83 DRILLED SHAFT CONFIRMATORY BORINGS	35.000 LF	_____	 _____	_____	 _____
0670	501.831 DRILLED SHAFT - ROCK SOCKET 5.5 FT DIA	65.000 LF	_____	 _____	_____	 _____
0720	501.832 DRILLED SHAFT - SLOPING ROCK	2.000 HR	_____	 _____	_____	 _____
0770	501.85 CORING OF DRILLED SHAFTS WITHOUT DEFECTS	10.000 LF	_____	 _____	_____	 _____
0820	501.86 DRILLED SHAFT INSPECTION DEVICE TEST	4.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 07

PIER NO.3 DRILLED SHAFT FDN

Alt Set ID: AC

Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0870	501.861 CONCRETE TEST CYLINDERS OF SHAFTS WITHOUT DEFECTS	4.000 EA	_____	 _____	_____	 _____
0920	501.87 THERMAL INTEGRITY PROFILER TEST, PROVIDING FOR	4.000 EA	_____	 _____	_____	 _____
1050	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM		 LUMP SUM	_____	 _____
1170	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP SUM		 LUMP SUM	_____	 _____
1330	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	54,100.000 LB	_____	 _____	_____	 _____
1440	503.13 REINFORCING STEEL, PLACING	54,100.000 LB	_____	 _____	_____	 _____
1640	511.07 COFFERDAM: PIER NO.3	LUMP SUM		 LUMP SUM	_____	 _____
Section: 07			Total:		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 08

PIER NO.4 SPREAD FOOTING FDN

Alt Set ID: AD

Alt Mbr ID: 1

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0070	203.2318 DISPOSAL OF SPECIAL WASTE	2,350.000 T	_____	 _____	_____	 _____
0210	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	1,500.000 CY	_____	 _____	_____	 _____
0280	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	25.000 CY	_____	 _____	_____	 _____
1060	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM	LUMP SUM		_____	 _____
1120	502.24 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	1,060.000 CY	_____	 _____	_____	 _____
1340	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	55,600.000 LB	_____	 _____	_____	 _____
1450	503.13 REINFORCING STEEL, PLACING	55,600.000 LB	_____	 _____	_____	 _____
1580	511.07 COFFERDAM: PIER NO. 4	LUMP SUM	LUMP SUM		_____	 _____
Section: 08			Total:		_____	 _____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 09

PIER NO.4 DRILLED SHAFT FDN

Alt Set ID: AD

Alt Mbr ID: 2

Contractor: _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 09

PIER NO.4 DRILLED SHAFT FDN

Alt Set ID: AD

Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0080	203.2318 DISPOSAL OF SPECIAL WASTE	950.000 T	_____	 _____	_____	 _____
0220	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	600.000 CY	_____	 _____	_____	 _____
0420	501.8016 6 FOOT DIAMETER DRILLED SHAFT	90.000 LF	_____	 _____	_____	 _____
0480	501.804 DRILLING EQUIPMENT MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
0530	501.807 REMOVAL OF OBSTRUCTIONS	4.000 HOUR	_____	 _____	_____	 _____
0580	501.82 CROSS HOLE SONIC LOGGING TESTING	1.000 EA	_____	 _____	_____	 _____
0630	501.83 DRILLED SHAFT CONFIRMATORY BORINGS	85.000 LF	_____	 _____	_____	 _____
0680	501.831 DRILLED SHAFT - ROCK SOCKET 5.5 FT DIA	65.000 LF	_____	 _____	_____	 _____
0730	501.832 DRILLED SHAFT - SLOPING ROCK	2.000 HR	_____	 _____	_____	 _____
0780	501.85 CORING OF DRILLED SHAFTS WITHOUT DEFECTS	10.000 LF	_____	 _____	_____	 _____
0830	501.86 DRILLED SHAFT INSPECTION DEVICE TEST	4.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 09 PIER NO.4 DRILLED SHAFT FDN

Alt Set ID: AD Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0880	501.861 CONCRETE TEST CYLINDERS OF SHAFTS WITHOUT DEFECTS	4.000 EA	_____	 _____	_____	 _____
0930	501.87 THERMAL INTEGRITY PROFILER TEST, PROVIDING FOR	4.000 EA	_____	 _____	_____	 _____
1070	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM		 LUMP SUM	_____	 _____
1180	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP SUM		 LUMP SUM	_____	 _____
1350	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	54,100.000 LB	_____	 _____	_____	 _____
1460	503.13 REINFORCING STEEL, PLACING	54,100.000 LB	_____	 _____	_____	 _____
1650	511.07 COFFERDAM: PIER NO.4	LUMP SUM		 LUMP SUM	_____	 _____
Section: 09			Total:		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 10

PIER NO.5 SPREAD FOOTING FDN

Alt Set ID: AE

Alt Mbr ID: 1

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0090	203.2318 DISPOSAL OF SPECIAL WASTE	2,600.000 T	_____	 _____	_____	 _____
0230	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	1,650.000 CY	_____	 _____	_____	 _____
0290	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	25.000 CY	_____	 _____	_____	 _____
1080	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM	LUMP SUM		_____	 _____
1130	502.24 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	1,300.000 CY	_____	 _____	_____	 _____
1360	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	55,600.000 LB	_____	 _____	_____	 _____
1470	503.13 REINFORCING STEEL, PLACING	55,600.000 LB	_____	 _____	_____	 _____
1590	511.07 COFFERDAM: PIER NO. 5	LUMP SUM	LUMP SUM		_____	 _____
Section: 10			Total:		_____	 _____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 11

PIER NO.5 DRILLED SHAFT FDN

Alt Set ID: AE

Alt Mbr ID: 2

Contractor: _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 11 PIER NO.5 DRILLED SHAFT FDN

Alt Set ID: AE Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0100	203.2318 DISPOSAL OF SPECIAL WASTE	950.000 T	_____	 _____	_____	 _____
0240	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	600.000 CY	_____	 _____	_____	 _____
0430	501.8016 6 FOOT DIAMETER DRILLED SHAFT	110.000 LF	_____	 _____	_____	 _____
0490	501.804 DRILLING EQUIPMENT MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
0540	501.807 REMOVAL OF OBSTRUCTIONS	4.000 HOUR	_____	 _____	_____	 _____
0590	501.82 CROSS HOLE SONIC LOGGING TESTING	1.000 EA	_____	 _____	_____	 _____
0640	501.83 DRILLED SHAFT CONFIRMATORY BORINGS	120.000 LF	_____	 _____	_____	 _____
0690	501.831 DRILLED SHAFT - ROCK SOCKET 5.5 FT DIA	65.000 LF	_____	 _____	_____	 _____
0740	501.832 DRILLED SHAFT - SLOPING ROCK	8.000 HR	_____	 _____	_____	 _____
0790	501.85 CORING OF DRILLED SHAFTS WITHOUT DEFECTS	10.000 LF	_____	 _____	_____	 _____
0840	501.86 DRILLED SHAFT INSPECTION DEVICE TEST	4.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00

Project(s): 021736.00

SECTION: 11 PIER NO.5 DRILLED SHAFT FDN

Alt Set ID: AE Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0890	501.861 CONCRETE TEST CYLINDERS OF SHAFTS WITHOUT DEFECTS	4.000 EA	_____	 _____	_____	 _____
0940	501.87 THERMAL INTEGRITY PROFILER TEST, PROVIDING FOR	4.000 EA	_____	 _____	_____	 _____
1090	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM		LUMP SUM	_____	 _____
1190	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP SUM		LUMP SUM	_____	 _____
1370	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	54,100.000 LB	_____	 _____	_____	 _____
1480	503.13 REINFORCING STEEL, PLACING	54,100.000 LB	_____	 _____	_____	 _____
1660	511.07 COFFERDAM: PIER NO.5	LUMP SUM		LUMP SUM	_____	 _____
Section: 11			Total:		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 021736.00 Project(s): 021736.00

SECTION: 12 EDMUNDSTON MUN RELCT CAT A (OPTIONAL)

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
2330	910.301 SPECIAL WORK RELCT OF MUN SVCS CAT A	LUMP SUM	LUMP	SUM	_____	_____
		Section: 12	Total:		_____	_____
			Total Bid:		_____	_____

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **021736.00**, for **International Bridge Replacement in Edmundston New Brunswick, Canada, Madawaska Maine USA**, Counties of **Aroostook Maine USA and Madawaska New Brunswick Canada**. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2025**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 01 \$ _____

Section 02 \$ _____

Section 03 \$ _____

Section 04 \$ _____

Section 05 \$ _____

Section 06 \$ _____

Section 07 \$ _____

Section 08 \$ _____

Section 09 \$ _____

Section 10 \$ _____

Section 11 \$ _____

Section 12 \$ _____

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 021736.00, International Bridge replacement plus other incidental work, State of Maine and New Brunswick Canada,** on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 01 Section 02 Section 03 Section 04
Section 05 Section 06 Section 07 Section 08
Section 09 Section 10 Section 11 Section 12

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **021736.00**, for **International Bridge Replacement in Edmundston New Brunswick, Canada, Madawaska Maine USA**, Counties of **Aroostook Maine USA and Madawaska New Brunswick Canada**. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2025**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 01 \$ _____

Section 02 \$ _____

Section 03 \$ _____

Section 04 \$ _____

Section 05 \$ _____

Section 06 \$ _____

Section 07 \$ _____

Section 08 \$ _____

Section 09 \$ _____

Section 10 \$ _____

Section 11 \$ _____

Section 12 \$ _____

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 021736.00, International Bridge replacement plus other incidental work, State of Maine and New Brunswick Canada**, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 01 Section 02 Section 03 Section 04
Section 05 Section 06 Section 07 Section 08
Section 09 Section 10 Section 11 Section 12

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

Madawaska-Edmundston
International Bridge
WIN: 021736.00
February 4, 2021

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified Contract Completion Date is June 30, 2025.

SPECIAL PROVISION

SECTION 107

TIME

(Supplemental Liquidated Damages)

The new bridge shall be open to traffic on or before November 17, 2023. The bridge will be considered open to traffic when two lanes of two-way traffic and pedestrian traffic are able to be maintained on the new bridge and the following items are complete, in place, inspected, and accepted:

- base and surface pavement applied to the Stage I bridge deck to the limits identified on the Plans;
- temporary striping, temporary pavement ramps, and traffic control devices are installed to accommodate Stage II construction;
- bridge railing installed along the entire upstream side of the bridge and along the downstream side of the bridge from the U.S. abutment through STA 121+00;
- transition barriers installed at the U.S. abutment and the northwest corner of the Canadian abutment;
- roadway lighting installed and operational within the U.S.; and
- temporary concrete barrier, chain link fence, and other maintenance of traffic devices and construction signs are in place.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of three thousand U.S. dollars (\$3,000.00) per Day for each Day, or any portion of a Day, that the new bridge is not open to traffic beyond the bridge opening date above. This assessment of Supplemental Liquidated Damages will be in addition to the Liquidated Damages specified in Standard Specifications Section 107.

Once the new bridge is opened to traffic, the Contractor may use flaggers, with approval of the Resident, to maintain a single lane of alternating one-way traffic to complete remaining work activities. The use of temporary lane closures will only be allowed when work is actively occurring on, or immediately adjacent to, the roadway – two lanes of traffic shall be maintained at all other times. Pedestrian traffic shall be maintained at all times.

Construction of the new bridge shall be complete and open to traffic on or before November 22, 2024. Construction of the new bridge will be considered complete and open to traffic when two lanes of two-way traffic and pedestrian traffic are able to be maintained on the new bridge and the following items are complete, in place, inspected, and accepted:

- all temporary striping, temporary pavement ramps, and traffic control devices are removed;
- base and surface pavement applied to the entire Stage I and Stage II bridge deck;
- all bridge railing and transition barriers installed;

- all roadway lighting installed and operational;
- all permanent roadway striping is placed; and
- all temporary support structures, trestles, and access roads used to construct the new bridge are removed.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of three thousand U.S. dollars (\$3,000.00) per Day for each Day, or any portion of a Day, that the new bridge is not complete and open to traffic beyond the bridge opening date above. This assessment of Supplemental Liquidated Damages will be in addition to the Liquidated Damages specified in Standard Specifications Section 107.

CN Guidelines Regarding Access to Workplace

Introduction

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

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

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

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

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

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

Subject: Access to CN Workplace

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

In essence, the major points are as follows:

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

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

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

Stephen Covey
Chief of Police and Chief Security Officer

ACCESS TO CN WORKPLACE REQUIREMENTS AND MANDATORY DOCUMENTATION

Access to CN Property & Facilities (Shops/RTC Centers/Yards/Operated Right-of-Way)

(Note: HQ and Regional Buildings require sign-in and wearing of pass/badge for all visitors)

TYPE OF ACCESS	REQUIREMENTS	DOCUMENTATION
<p>Any party entering CN's shops, RTC Centers, Yards and Right-of-way (except invitee)</p> <p>Not applicable to delivery persons or persons performing minor building services. Examples: minor photocopy repair, plumbing or electrical work.</p>	<ul style="list-style-type: none"> • Must sign the Right of Entry form • Must provide insurance as indicated in the Right of Entry form • Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel" • Must be <u>eRailsafe or Contractor Orientation certified as the case may be</u> • Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel (if applicable) <p>Note: Contractors accessing CN workplace on a repeat basis must sign the Right of Entry Form on an annual basis, but a process requiring the establishment of a check-in procedure for each visit must be created.</p>	<ul style="list-style-type: none"> • Right of Entry Form • Provide certificate of insurance • Safety Guidelines For Contractors And Non-CN Personnel • Certification under eRailsafe or Contractor Orientation
Contractors required by CN for Emergency Work (e.g., local contractors used for derailment clean-up)	<ul style="list-style-type: none"> • Must sign Emergency Work Right of Entry Form • Must be given a safety briefing • Must be under supervision of CN Officer 	<ul style="list-style-type: none"> • Emergency Work Right of Entry Form for Contractors
Visitors and Invitees	<ul style="list-style-type: none"> • Authorization must be obtained from CN Officer • Must be given visitor badge/ID card (or sign-in with senior officer in sites such as derailments) • Must be under the supervision of CN employee in charge and comply with all instructions • Must be given safety briefing by CN employee in charge • Must sign Right of Entry Form for Invitees where the activity conducted on CN property is performed in proximity to railway operations, CN's signals and communications systems or any fiber optic cable system. The Chief Legal Officer or delegate can provide an exemption to this process when appropriate. 	<ul style="list-style-type: none"> • Visitor badge/ID card • Right of Entry Form for Invitees
Regulators in line of duty (e.g., Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB))	<ul style="list-style-type: none"> • Must present Inspector/ Investigator ID card • Must be given Safety Briefing where applicable 	<ul style="list-style-type: none"> • Regulatory ID card

Access to Non-Operated CN Property & Facilities

TYPE OF ACCESS	REQUIREMENTS	DOCUMENTATION
Any party hired by CN and entering non-operated CN Right-of-way	<ul style="list-style-type: none"> • Must sign the Right of Entry form • Must provide insurance as indicated in the Right of Entry form • Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel" • Must be <u>eRailsafe certified</u> • Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel (if applicable) 	<ul style="list-style-type: none"> • Right of Entry Form • Provide certificate of insurance • Safety Guidelines For Contractors And Non-CN Personnel • Certification under eRailsafe
Any party not hired by CN and entering non-operated CN Right-of-way where that party has an existing agreement/contract with CN which provides for access to the property and includes provisions for Indemnity and Insurance	<ul style="list-style-type: none"> • Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel" • Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel (if applicable) • No Right of Entry form required • May be required to be certified under Contractor Orientation depending on the work to be performed. 	<ul style="list-style-type: none"> • Safety Guidelines For Contractors And Non-CN Personnel
Any party not hired by CN and entering non-operated CN Right-of-way where that party does not have an existing agreement/contract with CN which provides for access to the property or such agreement does not include provisions for Indemnity and Insurance	<ul style="list-style-type: none"> • Must sign the Right of Entry form • Must provide insurance as indicated in the Right of Entry form • Must be given the document "Safety Guidelines For Contractors And Non-CN Personnel" • Must be fully aware of safety and related requirements and instructions for work on CN Railway Right-of-Way by Non-CN Personnel (if applicable) • May be required to be certified under Contractor Orientation depending on work to be performed. 	<ul style="list-style-type: none"> • Right of Entry Form • Provide certificate of insurance • Safety Guidelines For Contractors And Non-CN Personnel

Access to Equipment Locomotives

TYPE OF ACCESS	REQUIREMENTS	DOCUMENTATION
Regulators in line of duty (e.g., Transport Canada, Transportation Safety Board, Human Resources Development of Canada (HRDC), Federal Railroad Administration (FRA), National Transportation Safety Board (NTSB))	<ul style="list-style-type: none"> • Must present Inspector/ Investigator ID card • RTC must be informed of all passengers other than on-duty train crew • Must be given Safety Briefing where applicable 	<ul style="list-style-type: none"> • Regulatory ID card
Off-Duty Train Crews	<ul style="list-style-type: none"> • Must contact CMC/Traffic Coord. or RTC (if entraining en-route) to confirm availability of room on locomotives • Must show CN ID card to train crew upon boarding 	<ul style="list-style-type: none"> • CN ID card
CN Employees In Line of Duty (Other than Train Crews)	<ul style="list-style-type: none"> • Must present locomotive pass upon boarding • Letter of Introduction to conductor encouraged where possible for CN employees performing special studies, etc. • RTC must be informed of all passengers other than on-duty train crew 	<ul style="list-style-type: none"> • Locomotive pass • Letter of Introduction

Visitors (Invited Guests, CN Employees not in Line of Duty)	<ul style="list-style-type: none"> • Must present signed Letter of Introduction to conductor indicating V.P. (or delegate) approval. • Must have signed Right of Entry Form for Invitees • Must be given safety briefing • RTC must be informed of all passengers other than on-duty train crew <p>Note: Visitors requiring access for an extended period should be provided with a temporary locomotive pass and sign the Right of Entry Form (instead of Letter of Introduction)</p>	<ul style="list-style-type: none"> • Letter of Introduction or temporary locomotive pass • Right of Entry Form for Invitees
Visitors (Job Shadowing Students)	<ul style="list-style-type: none"> • Not permitted 	
Emergency Situations	<ul style="list-style-type: none"> • RTC to contact train crew to arrange for identification and pickup of passenger(s) • Train crew to confirm pick-up with RTC 	

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

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

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

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

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

* Exemption may apply to certain company vehicles

Related Documents

Section A: RIGHT OF ENTRY FORM"

- Schedule A
- Schedule B "Plan(s)"
- Schedule C "General Requirements"
- Schedule D "Undertaking by Contractor"
- Schedule E "Employer Information Sheet"

Section B: SAFETY GUIDELINES FOR CONTRACTORS AND NON-CN PERSONNEL

Section C: EMERGENCY WORK RIGHT OF ENTRY FORM FOR CONTRACTORS

Section D: RIGHT OF ENTRY FORM FOR INVITEES

Section E: SAMPLE LETTER OF INTRODUCTION

SECTION A

RIGHT OF ENTRY

General Conditions

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) to whose property this Right of Entry relates.
2. This Agreement is entered into as of this _____ day of _____, 20____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Company Name] _____ ("Company"), having a place of business at [Address] _____.
3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to Company and its authorized employees, servants, agents or contractors, authorization and consent to enter upon the property described under Schedule "A" hereto (the "Railroad property") for the sole purpose described under Schedule "A" hereto. This Right of Entry shall only extend to such actions as are necessary or required to fulfill the purpose described under Schedule "A" hereto.
4. This Right of Entry shall terminate forthwith upon expiration of the term noted in Schedule "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Right of Entry at any time prior to the expiration of the term, upon notice to that effect to the Company, which notice shall be effective forthwith upon receipt by the Company or at such later date indicated by Railroad in the aforesaid notice.
5. The Railroad grants this consent subject to the understanding that Company and its authorized employees, servants, agents or contractors who enter upon Railroad property will:
 - 5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. For the purposes hereof, the following expressions shall have the meanings hereinafter noted:
 - 5.2.1. "Applicable Laws" means the applicable and enforceable statutes, regulations, policies, directives, orders, approvals and other legal requirements of an Authority or of the common law in effect from time to time, including, without limitation, those, together with the guidelines of an Authority, relating to the protection, conservation or restoration of the natural environment;
 - 5.2.2. "Authority" means the federal, provincial, municipal, state, county and, generally local governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate, or having a power or right conferred at law or by or under a statute;
 - 5.3. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation eRailsafe, Contractor Orientation (as the case may be).
 - 5.4. Take due precautions against injury and damage to persons or property located upon said Railroad property; and
 - 5.5. Unless otherwise agreed to, return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Company, and allowing Company a reasonable amount of time to return the Railroad property to the same condition, may do so at Company's sole cost and expense.

Work

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

8. The Railroad, its employees, agents or representatives shall have the right to view and inspect any activity or work on Railroad's property. If, in the sole opinion of Railroad, any activity or work is undesirable for any safety-related reason, Railroad shall notify Company, its authorized employees, servants, agents or contractors and if appropriate corrective action is not taken, Railroad shall have the right to terminate this Agreement at once.
9. Railroad shall have the right to restrict Company's activity on Railroad's property in any way that Railroad may deem necessary from time to time to assure normal railroad operations or for safety reasons and, after consultation with Company, shall also have the right to require Company, its authorized employees, servants, agents or contractors to comply with Railroad's instructions and take any safety precautions that Railroad may reasonably deem necessary from time to time. No work shall be performed or equipment located within thirty (30) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad, at the Company's expense or as otherwise agreed to in writing. Said work must be arranged no less than ten (10) business days in advance of starting work.
10. Company shall not suffer or permit any construction lien or similar lien to be filed or registered against Railroad property. If such a lien shall at any time be filed or registered, Company shall forthwith procure its discharge at its sole costs and expenses. Railroad shall have the right, if Company fails to forthwith procure such discharge, to discharge any lien filed or registered at any time against Railroad property, and any amount paid by Railroad in so doing together with all reasonable costs and expenses of Railroad including its legal fees and costs shall be paid to Railroad by Company on demand.

Confidentiality

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

Indemnity

12. Company shall indemnify and hold harmless Railroad from any losses, liens, damages, liability, and expenses ("Damages") incurred by Railroad arising from Company's, or its employees, agents, contractors or sub-contractors', breach of its obligations or warranties under this Right of Entry; any third party claims associated with or arising under this Right of Entry; or Company's access to Railroad's or Railroad's affiliates' premises. In the event that Railroad has incurred Damages, Railroad shall notify Company and Company shall indemnify Railroad for the Damages and defend and hold harmless Railroad against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of Railroad, which consent shall not be unreasonably withheld.

Insurance

13. Company, its contractors or any sub-contractors shall each provide and keep in force and effect throughout the term of this Right of Entry such insurance, in amounts and for risks as Railroad may prescribe from time to time including, if applicable, the kinds and minimum amounts of insurance set out under Schedule "C" – "General requirements".
14. If Company, its contractors or any sub-contractors shall perform sub-surface work, Company, its contractors or any sub-contractors shall also provide and keep in force and effect throughout the term of this Right of Entry the additional insurance specified under Schedule "C" – "Sub-Contractor Insurance Coverage".

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

Exceptions

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

Miscellaneous

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

Such notices, if given by mail, shall be deemed to have been received on the third business day following the postage thereof; if by fax or hand delivery, at the date and time the fax is sent or the hand delivery is made.
- 18. Either party's exercise or failure to exercise any rights under this Agreement shall not relieve the other party of any responsibility under this Agreement.
- 19. In the event of conflict between the terms hereof and the terms of any other agreement between Railroad and Company, the most stringent standards and conditions shall govern.
- 20. This Right of Entry shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Schedule "A" hereto.

The parties have executed this Agreement this _____ day of _____ 20____.

RAILROAD

Signed: _____

Print Name: _____

Title: _____

COMPANY

Signed: _____

Print Name: _____

Title: _____

Schedule A

Railroad Property _____

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

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

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

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

Representative _____
(name and address) _____

Schedule B
Plans
(Appended hereto)

Schedule C

General Requirements

(a) Commercial General Liability insurance in an amount of no less than ten million dollars (\$10,000,000) per occurrence, or such other amounts as Railroad may reasonably require from time to time, combined single limit for bodily/personal injury including death and/or damage to or destruction of property (including loss of use) caused by an accident or an occurrence and also including contingent employers liability, products and completed operations coverage, non-owned automobile liability and contractual liability endorsement specifically granting coverage for all liability assumed under this agreement. This insurance shall name Railroad as additional insured and shall contain cross liability clause and shall specifically include liability for operations within or around railroads and railway tracks; and

[include (b) only for parties performing work]

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

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

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

[include following only if party is performing sub-surface work]

Additional Insurance Requirements for Sub-Surface Work

(a) Expanded Commercial General Liability Insurance:

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

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

(b) Environmental Impairment Liability Insurance

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

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

Schedule D
UNDERTAKING BY CONTRACTOR

I hereby undertake to respect the attached CN Policies and to ensure that they are respected by my workers, subcontractors and suppliers and visitors.

I also hereby acknowledge that I have received a copy of said documents.

WSIB/CSST EMPLOYER NUMBER:

CONTRACTOR'S NAME:

AUTHORIZED REPRESENTATIVE:

TITLE:

Signature: _____

Date: _____

Schedule E

EMPLOYER INFORMATION SHEET

Contractor information

Name: _____

Address:

Telephone (head office):

(Work site) :

(Emergency) :

Fax (head office):

(Work site) :

Person in charge at work site

Name : _____

Title:

Phone :

Safety and health

representative Name :

Title / Association:

Phone :

Union representative

Name :

Title /

Association:

Phone :

Signature: _____

Date: _____

SECTION B



SAFETY GUIDELINES FOR CONTRACTORS AND NON-CN PERSONNEL

Introduction

This document is a condensed version of CN's mandatory safety training for Contractors and non-CN personnel. It should be noted that this document is not a substitute for the mandatory safety training for Contractors and non-CN personnel. For the purposes of this document "*Contractor*" may also apply to individuals on CN property, whether under contract to CN or not.

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

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

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

GENERAL RULES AND INFORMATION

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

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

1-800-465-9239.

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

1-800-661-3963.

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

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

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

Violation of CN's *mandatory Contractor Safety training* or contravention of these guidelines may result in the immediate removal of the Contractor or the offending personnel from CN property.

Compliance with Government Regulations

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

The Contractor must become familiar with all applicable regulations and must ensure compliance by workers at the job site. Supplementary instructions may be issued by CN representatives from time to time.

Contractor's responsibility

1. Before entering upon CN right-of-way, the Contractor must have all documentation properly executed and available for review by CN personnel at the working site. (i.e. Permits, Licenses, Contract Documents, Contractor Safety Approved identification card and/or Waivers).
2. Daily briefings must be held at every work site to review the contents of these guidelines and any unique conditions at the site relating to safety. A record must be kept of such briefings by the Contractor's responsible person at the work site. Work site briefings must be updated regularly as the job conditions change
3. Unless explicitly permitted by CN, no equipment or vehicle may enter upon the operated right-of-way.
4. Unless explicitly permitted by CN, no work shall take place within thirty (30) feet of the nearest rail except in the presence of a CN Protecting Foreman. The CN Protecting Foreman is concerned only with the safe movement of trains and will not be responsible for the safety of the Contractor, the Contractor's personnel or the Contractor's equipment.
5. Contractor's personnel must not crawl under, climb over or pass through standing railway equipment.
6. Contractor's personnel must not cross a track within thirty (30) feet, of standing railway equipment.
7. CN has many power and/or communication cables buried within the CN right-of-way. The Contractor shall be sure of their location before making any excavation, driving stakes or otherwise penetrating the ground surface. In the event of any excavation work that strikes an underground cable adjacent to CN's track, the contractor must make immediate contact with CN
8. In accordance with CN's safety standards, Contractor's personnel must wear CN required personal protective equipment at all times while on CN right-of-way. Such equipment will include hard hats, safety glasses, reflective apparel, safety footwear (protective footwear shall meet or exceed CSA Z195 and/or ASTM F2413, shall cover and support the ankle and have a defined heel. In Canada, the defined heel must be a minimum of 9 mm (3/8 inch) and shall not exceed 25 mm (1 inch). In the US, the defined heel must be a minimum of 12 mm (1/2 inch and shall not exceed 25mm (1 inch). Boots must be equipped with laces, which must be laced to the top and tied. Hearing and respiratory protection and fall arrest equipment shall be worn where signs are posted or when a potential hazard exists.
9. No CN plant, signal, structure, equipment or property of any kind may be tampered with, modified or removed.
10. *"Hi-rail"* equipment shall only be operated on the track by personnel qualified in the latest version of the *"Canadian Rail Operating Rules"*.
11. Horseplay, practical jokes, fighting or any other activity that may create a hazard will not be tolerated.
12. Contractor's personnel must immediately abide by instructions from CN personnel.

Approaching Train

- 1 On the approach of a train, the Protecting Person will communicate to the Contractor's Responsible Person, either by radio or by personal contact, that a train is approaching.
- 2 After receiving the train information from the Protecting Person, the Contractor's Responsible Person must ensure that all workers, equipment and materials are "Clear Of The Track" (as defined below) then communicate this to the Protecting Person.
- 3 The Protecting Person will not authorize any trains through the working limits nor authorize cancellation of protection before receiving confirmation that all workers have been alerted, stopped working and the track is clear of workers and machinery.
- 4 After the train has passed, no one is to foul or occupy the track until the Protecting Person has given the authorization. Authorization will be communicated to the Contractor's Responsible Person.

Clear Of The Track

To be Clear of the Track shall be defined as:

- 1 All work has been stopped.
- 2 All workers are made aware of the approaching train and route to be followed.
- 3 All workers, equipment and material have been positioned beyond the clearance limits or at any other location deemed safe by CN. (At least 5 meters (15 feet) from the nearest rail of the track on which the train is to pass with additional allowances for curvature and super elevation).
- 4 All off-track equipment by special approval less than 5 (15 feet) meters of the nearest rail has stopped working and operators have left their equipment.
- 5 All off-track equipment more than 5 meters (15 feet) from the nearest rail has stopped working. Operators may remain in their cabs unless directed otherwise by the Contractor's Responsible Person. All equipment must be properly secured against unintentional movement
- 6 All on-track equipment has been moved into the siding or other track as per the Protecting Person's instruction. Operators will leave their equipment unless directed otherwise by the Contractor's Responsible Person. All unattended equipment must be properly secured against unintentional movement
- 7 Booms, cranes or other similar equipment have been immobilized and the boom is parallel to the railway track(s), and clear of the nearest rail be 5 meters (15 feet)
- 8 Provided there is no possible way for the worker to become unintentionally foul of a passing train, and at the discretion of the CN Supervisor, workers may continue working.

POLICY TO PREVENT WORKPLACE ALCOHOL AND DRUG PROBLEMS

Policy standards

- 1 The Contractor, subcontractors, employees, suppliers and visitors must remain free from any adverse effects of alcohol or other drugs and conduct themselves in an appropriate manner while on CN business or premises. The Contractor must ensure that all those having access to the site adhere to the following standards when on CN business or premises, including vehicles and equipment:
 - 1 No use, possession, distribution or sale of illegal drugs or drug paraphernalia.
 - 2 No use, possession, distribution or sale of beverage alcohol or any form of alcohol.

- 3 Responsible use of prescribed and over-the-counter medications.
- 4 No distribution, offering or sale of prescription medications.
- 5 To report for duty and remain during the entire period of duty free of the negative effects of alcohol and other drugs, including the after effects of such use.

Consequences of violation

Failure to meet these standards will be considered a breach of the contract. This may at CN's sole discretion, trigger the suspension or termination of the contract.

Policy violation procedures

Where CN has reasonable grounds to believe any individual in the employ of the Contractor or a supplier is on duty in an unsafe condition or otherwise in violation of the Policy, or where during the preliminary phase of any investigation such an individual has been identified as being directly involved in the chain of acts or omissions leading up to an accident or incident;

- 1 CN will escort the individual(s) to a safe place.
- 2 CN will notify the Contractor or supplier.
- 3 The Contractor will investigate the situation.
- 4 The Contractor must satisfy CN that there has been no policy breach.
- 5 If a policy breach has occurred, the individual will not be allowed to continue providing services to CN without written permission from a CN official, and he/she will be required to adhere to any conditions governing his/her return.

Firearms

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

Explosives

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

Vehicles

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

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

Smoking in the Workplace

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

Security

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

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

Emergency Evacuation Procedures

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

Unsafe Conditions or Practices

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

Reporting Accidents/Incidents

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

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

Treatment of Injured Personnel (Contractors)

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

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

Audio and Visual Recording Equipment

Cameras and audio-visual equipment are not permitted on CN property without prior approval. Use of personal electronic devices such as smart phones for the purpose of recording video, photographic or audio information is prohibited while on CN property.

Summary

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

Contractor Acknowledgement

Contractor/Sub-contractor personnel must read and understand CN's *"Safety Guidelines for Contractors and Non-CN Personnel"*. The Contractor/Sub-contractor must follow the appropriate Contractor Safety training.

SECTION C

EMERGENCY WORK RIGHT OF ENTRY FORM FOR CONTRACTORS

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) to whose property this Right of Entry relates.
2. This Agreement is entered into as of this _____ day of _____, 20____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and _____ ("Company"), having a place of business at _____.
3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to Company and its authorized employees, servants, agents or contractors, consent to enter upon the property located at: _____ (the "Railroad property") for the sole purpose of _____.
4. This Right of Entry shall terminate forthwith upon expiration on _____, it being understood that Railroad shall have entire discretion to revoke this Right of Entry at any time prior to the expiration of the term, upon notice to that effect to the Company, which notice shall be effective forthwith upon receipt by the Company or at such later date indicated by Railroad in the aforesaid notice.
5. The Railroad grants this consent subject to the understanding that Company and its authorized employees, servants, agents or contractors who enter upon Railroad property will:
 - 5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fibre optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel; and
 - 5.3. Take due precautions against injury and damage to persons or property located upon said Railroad property.
 - 5.4. No work shall be performed or equipment located within twenty-five (25) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad or other form of positive protection, (*exemptions may apply as authorized by system safety dept*).
6. This Right of Entry shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Exhibit "A" hereto.

The parties have executed this Agreement this _____ day of _____ 20____.

RAILROAD

Signed: _____
Print Name: _____
Title: _____

COMPANY

Signed: _____
Print Name: _____
Title: _____

SECTION D

RIGHT OF ENTRY FORM FOR INVITEES

General Conditions

- 1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the *Canada Business Corporations Act*) to whose property this authorization and consent relates.
- 2. This Agreement is entered into as of this _____ day of _____, 20____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and [Individual Name] _____ ("Invitee"), residing at [Address]_____.
- 3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to invitee, authorization and consent to enter upon the property described under Schedule "A" hereto (the "Railroad property") for the sole purpose described under Schedule "A" hereto.
- 4. This Right of Entry shall terminate forthwith upon expiration of the term noted in Schedule "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Right of Entry at any time prior to the expiration of the term, upon notice to that effect to the Invitee, which notice shall be effective forthwith upon receipt by the Invitee or at such later date indicated by Railroad in the aforesaid notice.
- 5. The Railroad grants this consent subject to the understanding that Invitee will:
 - 5.1. See that any activities conducted on said Railroad property are done in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation (i) Railroad's drug and alcohol policy; and (ii) Safety Guidelines for Contractors and Non-CN Personnel; and
 - 5.3. Return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Invitee, and allowing Invitee a reasonable amount of time to return the Railroad property to the same condition, may do so at Invitee's sole cost and expense.

Indemnity

- 5.4. Company shall indemnify and hold harmless Railroad from any losses, liens, damages, liability, and expenses ("Damages") incurred by Railroad arising from Company's breach of its obligations or warranties under this Right of Entry; any third party claims associated with or arising under this Right of Entry; or Company's access to Railroad's or Railroad's affiliates' premises. In the event that Railroad has incurred Damages, Railroad shall notify Company and Company shall indemnify Railroad for the Damages and defend and hold harmless Railroad against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of Railroad, which consent shall not be unreasonably withheld.

Miscellaneous

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

The parties have executed this Agreement this _____ day of _____ 20_____.

RAILROAD

Signed: _____
 Print Name: _____
 Title: _____

COMPANY

Signed: _____
 Print Name: _____
 Title: _____

Schedule A

Railroad Property

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

Limited Access Purpose

For the limited purpose of _____
[insert detailed description].

Term

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

Representative

(name, title and address)

SECTION E

SAMPLE LETTER OF INTRODUCTION

Appropriate VP letterhead

Date xxxxx

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

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

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

This **approval** is contingent on the following conditions:

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

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

Signature: _____

Date: _____

Title: _____

Right of Entry

General Conditions

1. "Railroad" refers to Canadian National Railway Company or such of its affiliates or associates (within the meaning ascribed to those terms under the Canada Business Corporations Act) to whose property this Right of Entry relates.
2. This Agreement is entered into as of this _____ day of _____, 20____ between Railroad, having its registered office at 935 de la Gauchetière West, Montreal, Quebec, H3B 2M9, and the New Brunswick Department of Transportation and Infrastructure ("Company"), having a place of business at [Address]
_____.
3. The Railroad, solely to the extent of its right, title and interest, without any warranty, expressed or implied, at law, under contract or otherwise, hereby grants to Company and its authorized employees, servants, agents or contractors, authorization and consent to enter upon the property described under Schedule "A" hereto (the "Railroad property") for the sole purpose described under Schedule "A" hereto. This Right of Entry shall only extend to such actions as are necessary or required to fulfill the purpose described under Schedule "A" hereto.
4. This Right of Entry shall terminate forthwith upon expiration of the term noted in Schedule "A" hereto, it being understood that Railroad shall have entire discretion to revoke this Right of Entry at any time prior to the expiration of the term, upon notice to that effect to the Company, which notice shall be effective forthwith upon receipt by the Company or at such later date indicated by Railroad in the aforesaid notice.
5. The Railroad grants this consent subject to the understanding that Company and its authorized employees, servants, agents or contractors who enter upon Railroad property will:
 - 5.1. See that any activities conducted on said Railroad property are done in a good workmanlike manner, in compliance with applicable laws, statutes, regulations, policies, directives, orders, approvals and other legal requirements and in such manner and at such time as not to obstruct or interfere with Railroad's operation, trains or the functioning of its signal and communications systems or any fiber optic cable system or unduly delay the safe passage of Railroad's trains;
 - 5.2. For the purposes hereof, the following expressions shall have the meanings hereinafter noted:
 - 5.2.1. "Applicable Laws" means the applicable and enforceable statutes, regulations, policies, directives, orders, approvals and other legal requirements of an Authority or of the common law in effect from time to time, including, without limitation, those, together with the guidelines of an Authority, relating to the protection, conservation or restoration of the natural environment;
 - 5.2.2. "Authority" means the federal, provincial, municipal, state, county and, generally local governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate, or having a power or right conferred at law or by or under a statute;
 - 5.3. Observe, abide by and comply with any and all guidelines, directives and policies adopted from time to time by Railroad including, without limitation eRailsafe, Contractor Orientation (as the case may be).
 - 5.4. Take due precautions against injury and damage to persons or property located upon said Railroad property; and
 - 5.5. Unless otherwise agreed to, return said Railroad property to the same condition, reasonable wear and tear excepted, as existed prior to such work, failing which Railroad, after providing written notice to Company, and allowing Company a reasonable amount of time to return the Railroad property to the same condition, may do so at Company's sole cost and expense.

Work

6. Any work carried out by Company shall be carried out at those locations described in Schedule "A" or shown on the Plan attached hereto as Schedule "B" and, as the case may be, in the manner described therein.
7. Company agrees to advise Railroad's representative identified in Schedule "A" hereto (the "Representative") or such other representative designated from time to time by Railroad as to the dates and times when the work will be conducted on Railroad property and to provide him with at least ten (10) working days advance notice before entering upon Railroad property to commence any work or for any other purpose. Unless otherwise agreed to in writing, Company agrees to assume the costs of engineering services, Railroad's Representative's costs and its designee, signal locates, flagman, track labor and all other associated costs incurred by Railroad. Railroad shall, at its option, invoice Company directly for such costs or, if any of those services have been provided by a third party, Railroad may direct such third party to invoice directly Company, in which case Company undertakes and agrees to pay such third party forthwith upon receipt of (i) Railroad's direction to pay such third party; (ii) proper invoice for the relevant services.
8. The Railroad, its employees, agents or representatives shall have the right to view and inspect any activity or work on Railroad's property. If, in the sole opinion of Railroad, any activity or work is undesirable for any safety-related reason, Railroad shall notify Company, its authorized employees, servants, agents or contractors and if appropriate corrective action is not taken, Railroad shall have the right to terminate this Agreement at once.
9. Railroad shall have the right to restrict Company's activity on Railroad's property in any way that Railroad may deem necessary from time to time to assure normal railroad operations or for safety reasons and, after consultation with Company, shall also have the right to require Company, its authorized employees, servants, agents or contractors to comply with Railroad's instructions and take any safety precautions that Railroad may reasonably deem necessary from time to time. No work shall be performed or equipment located within thirty (30) feet of the centerline of the nearest railroad track without flagging protection being provided by Railroad, at the Company's expense or as otherwise agreed to in writing. Said work must be arranged no less than ten (10) business days in advance of starting work.
10. Company shall not suffer or permit any construction lien or similar lien to be filed or registered against Railroad property. If such a lien shall at any time be filed or registered, Company shall forthwith procure its discharge at its sole costs and expenses. Railroad shall have the right, if Company fails to forthwith procure such discharge, to discharge any lien filed or registered at any time against Railroad property, and any amount paid by Railroad in so doing together with all reasonable costs and expenses of Railroad including its legal fees and costs shall be paid to Railroad by Company on demand.

Confidentiality

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

Indemnity

12. Company shall indemnify and hold harmless Railroad from any losses, liens, damages, liability, and expenses ("Damages") incurred by Railroad arising from Company's, or its employees, agents, contractors or sub-contractors', breach of its obligations or warranties under this Right of Entry; any third party claims associated with or arising under this Right of Entry; or Company's access to Railroad's or Railroad's affiliates' premises. In the event that Railroad has incurred Damages, Railroad shall notify Company and Company shall indemnify Railroad for the Damages and defend and hold harmless Railroad against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of Railroad, which consent shall not be unreasonably withheld.

Insurance

13. Company, its contractors or any sub-contractors shall each provide and keep in force and effect throughout the term of this Right of Entry such insurance, in amounts and for risks as Railroad may prescribe from time to time including, if applicable, the kinds and minimum amounts of insurance set out under Schedule "C" – "General requirements".
14. If Company, its contractors or any sub-contractors shall perform sub-surface work, Company, its contractors or any sub-contractors shall also provide and keep in force and effect throughout the term of this Right of Entry the additional insurance specified under Schedule "C" – "Sub-Contractor Insurance Coverage".

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

Exceptions

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

Miscellaneous

16. Company shall not have the right to transfer and/or assign this Right of Entry or any of its rights hereunder without Railroad's prior written consent, which consent Railroad shall have entire discretion to withhold or delay.
17. All notices provided for under this Right of Entry shall be in writing and sent by pre-paid registered mail, fax or hand-delivered to the other party at the addresses herein first noted or at such other address as either party may notify the other from time to time.
Such notices, if given by mail, shall be deemed to have been received on the third business day following the postage thereof; if by fax or hand delivery, at the date and time the fax is sent or the hand delivery is made.
18. Either party's exercise or failure to exercise any rights under this Agreement shall not relieve the other party of any responsibility under this Agreement.

19. In the event of conflict between the terms hereof and the terms of any other agreement between Railroad and Company, the most stringent standards and conditions shall govern.
20. This Right of Entry shall be governed by the laws of the jurisdiction where Railroad property accessed under the authority hereof is located, as noted under Schedule "A" hereto.

Schedule A: Information

Railroad Property	Mile 219.10 Napadogan Subdivision
Limited Access Purpose	For the limited purpose of building a grade separation structure (International Bridge) over CN tracks and property.
Term	A term of five year, beginning on August 1, 2020 and terminating on August 1, 2025, unless sooner terminated as provided hereunder.
Representative (name and address)	Mark LeBlanc 255 Hump Yard Road Moncton, NB E1E 4S4

Schedule B: Plans

(Appended hereto)

Schedule C: Insurance

General Requirements

To the extent Company carries out work on its behalf or on behalf of Railroad, the Contractors or the Sub-contractors shall, throughout the term of this Right of Entry agreement, maintain in force the following coverage:

- 1) **Commercial General Liability Insurance** in an amount no less than **\$10,000,000** per occurrence, or such greater amount as Railroad may from time to time reasonably require, covering liability for bodily injury, personal injury including death, property damage or destruction of property, contingent employers liability, sudden and accidental pollution, product and completed operations, broad form property damage, non-owned automobile, blanket contractual liability, and unlicensed vehicles on and off premises owned or controlled by the owner.

Company shall provide to Railroad a certificate of insurance evidencing the above and include:

- a) a waiver of subrogation in favour of CN and its subsidiaries;
 - b) name CN and its subsidiaries as additional insured;
 - c) contain a cross liability and severability of interest clause ;
 - d) specifically include liability for operations within or around railroads and railway tracks;
 - e) contain a clause stating that CN's interests will not be prejudiced in the event the First named insured breaches any warranty of the policy;
 - f) provide a 30 days written notice of cancellation, modification or material change in coverage.
- 2) **Automobile Liability Insurance** on all licensed vehicles owned, hired, leased to or operated by or on behalf of the Company's contractor in the amount of not less than **\$5,000,000** per occurrence. The certificate of insurance must include a waiver of subrogation in favour of CN and its subsidiaries; and name CN and its subsidiaries as additional insured.
 - 3) **Workers' Compensation** - if available in the jurisdiction(s) covered by this Agreement, Company must be compliant with statutory Worker's Compensation and hold the relevant clearance letter(s). Otherwise, Company must provide Employer's Liability Insurance in an amount no less than **\$5,000,000**.

WHERE APPLICABLE, THE FOLLOWING COVERAGES ARE TO BE PROVIDED IN ADDITION TO THE ABOVE

- **For professional advice or design (architects/engineers/inspectors/training, etc.)**
- 4) **Professional Liability Insurance/Errors and Omissions** (incl. Pollution Liability) with a limit of no less than **\$5,000,000**.
- **For contractors using large machinery and equipment**
- 5) **All Risks Contractor's Equipment Insurance** covering construction machinery and equipment used by the Contractor and Sub-Contractors for the performance of the Work, as any structures being built or assembled, shall be in a form acceptable to the Contractor and Railroad and shall not allow subrogation claims by the Insurers against the Contractor and Railroad. The policy shall be endorsed to provide the Contractor with no less than 30 days written notice in advance of cancellation, change or amendment restricting coverage.
- **For building construction**

- 6) **All Risk Builders Insurance / Course of Construction Insurance** must be provided if required, in order to cover the construction of the building, the building foundations, fixtures, machinery, equipment used to service the building, building materials and supplies, and debris removal in the event of a loss.
- **For construction projects estimated at \$5,000,000 and more (ex.: rail, bridges, roads, structures, buildings)**
- 7) **Project Wrap-Up Liability Insurance** subject to limits of not less than **\$25,000,000** per occurrence. Such insurance shall be in the joint names of the owner and contractor and name as additional insureds all subcontractors and consultants. The Wrap-Up Liability insurance shall include, but is not limited to: bodily injury including death and property damage including loss of use; personal injury; contractual liability; premises and operations; products and completed operations liability coverage extension of twenty-four (24) months; contingent employers liability; shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading; non-owned automobile; limited pollution coverage (Insurance Bureau of Canada Form 2313); non-cancellable or at least 120 days notice of cancellation, contingent medical malpractice; and fire fighting expense. This insurance policy shall be the primary insurance coverage in all cases for all risks of liability associated with the operations of this project. The policy shall be in force from commencement of work until substantial completion and include coverage for unfinished construction, maintenance and repair for a period of 12 months following substantial completion.

Schedule D: Undertaking by Contractor

I hereby undertake to respect the attached CN Policies and to ensure that they are respected by my workers, subcontractors and suppliers and visitors.

I also hereby acknowledge that I have received a copy of said documents.

WSIB/CSST EMPLOYER NUMBER:

CONTRACTOR'S NAME:

AUTHORIZED REPRESENTATIVE:

TITLE:

Signature: _____

Date: _____

Schedule E: Employer Information Sheet

Contractor information

Name :

Address :

Telephone (head office) :

(Work site) :

(Emergency) :

Fax (head office) :

(Work site) :

Person in charge at work site

Name :

Title / Association :

Phone :

Safety and health representative

Name :

Title / Association :

Phone :

Union representative

Name :

Title / Association :

Phone :

Signature: _____

Date: _____