

## Exhibit C

### **Requirements for Contractors, Public Employees and Private Individuals (hereinafter referred to as Contractor) when working on the Railroad's Right of Way, 25<sup>th</sup> Street Ped. Bridge, FAP STPE 1099(71), CN 7546**

(Note – these requirements **do not** apply to railroad workers and/or contractors or firms working for the Railroad) Any railroad worker, contractor, or firm doing work for the railroad shall comply with the terms and conditions of their contract.)

#### **1.01 General**

**1.01.01** The Contractor shall plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railroad Property.

**1.01.02** The Contractor's right to enter the Railroad's Property is subject to the absolute right of the Railroad to cause the Contractor's work on the Railroad's Property to cease if, in the opinion of the Railroad, Contractor's activities create a hazard to the Railroad's Property, employees, and/or operations.

**1.01.03** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to, environmental, health and safety. The Contractor shall be responsible for and indemnify and save the Railroad harmless from all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railroad which arise out of Contractor's work.

**1.01.04** For false work, above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 1/2 horizontal to 1 vertical slope beginning at eleven (11) feet from center line of the nearest track, both measured perpendicular to center line of track, the Contractor shall furnish to the Railroad five sets of working drawings showing details of construction affecting Railroad Property and tracks. The working drawings shall include the proposed method of installation and removal of false work, shoring or cribbing not included in the contract plans and two sets of structural calculations of any false work, shoring or cribbing. All calculations shall take into consideration railroad surcharge loading and shall be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All plans and drawings must be approved by the Railroad. The Contractor shall be required to use lifting devices, such as cranes and/or winches, to place or to remove any false work over the Railroad's tracks. In no case shall the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

**1.01.05** Subject to the movement of the Railroad's trains, the Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor shall have no claim whatsoever for any type of damages in the event his work is delayed by the Railroad.

**1.01.06** The Contractor shall take protective measures as are necessary to keep the Railroad's facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by the Railroad and the cost of such repairs or replacement shall be paid for by the Contractor.

**1.01.07** Except as provided for in section 1.02.02, The Contractor shall abide by the following clearances during construction,

25'-0" Horizontally from centerline of the nearest track.

23'-0" Vertically above top of rail

**1.01.08** The Contractor shall not move any equipment or materials across the Railroad's track unless at a public road crossing, or approved temporary crossing and permission has been obtained from the Railroad.

**1.01.09** Discharge, release or spill on Railroad Property of any hazardous substances in excess of a reportable quantity or any hazardous waste is prohibited and Contractor shall immediately notify the Railroad's Chief Dispatcher at 1(800) 338-4750, of any discharge, release or spills. Contractor shall not allow Railroad Property to become a treatment or storage facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

**1.01.10** The Contractor, upon completion of the work covered by this contract, shall promptly remove from the Railroad's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and shall cause the Railroad's Property to be left in a condition acceptable to the Railroad's representative.

## **1.02 Protection of Railroad Facilities and Railroad Flagger Services:**

**1.02.01** The Contractor must provide notification to the Railroad's local Roadmaster and Signal Supervisor a minimum of 48 business hours prior to entry upon the Railroad's right of way. For this project, the local Roadmaster is Allan Knutson who can be reached at 406-671-6806 (mobile), and the Signal Supervisor is Leon Scoles who can be reached at 406-241-6674 during normal business hours.

**1.02.02** For work within 25 feet of any track, employees and agents of the Contractor must attend a safety job briefing to be held by the local Roadmaster or his representative. **All work within 25 feet of any track must be performed under the direction and supervision of a Railroad flagman.** All costs associated with providing a Railroad flagman will be the responsibility of the Contractor or the City of Billings. A safety job briefing must be held with the Railroad's representative whenever conditions, procedures or responsibilities change. At a minimum, one job briefing will be held each day before the start of work.

## **1.03 Contractor Safety Requirements**

**1.03.01** Any Contractor employee, its subcontractor's employee, agents or invites under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railroad's Property and subsequently released to the custody of a representative of the Contractor. Future access to the Railroad's Property by that employee will be denied.

**1.03.02** All persons are prohibited from having pocketknives with blades in excess of three (3) inches, firearms or other deadly weapons in their possession while working on Railroad Property.

**1.03.03** All personnel protective equipment used on Railroad Property shall meet applicable OSHA and ANSI specifications. Railroad personnel protective equipment requirements are; a) safety glasses with side shields, b) hard hats, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d) high visibility retro-reflective orange vests as required by the Railroad's representative in charge of the project. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

**1.03.04** The Contractor shall not pile or store any materials, machinery or equipment closer than 25'-0" to the centerline of the nearest Railroad track. At highway/rail at-grade crossings, materials, machinery or equipment shall not be stored or left temporarily which interferes with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor will establish a storage area with concurrence of the Railroad's representative.

**1.03.05** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and, if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railroad Property must be left inoperable and secured against movement.

**1.03.06** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water shall meet all Federal, State and Local regulations.

## **1.04 Excavation**

**1.04.01** Before excavating, it must be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems, that either cross or run parallel with the track which are located

within the project's work area. Excavating on Railroad Property could result in damage to buried cables resulting in delay to Railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. **Before any excavation commences, the Contractor must contact the Railroad's Signal Supervisor and Roadmaster.** All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is also the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

**1.04.02** The Contractor must cease all work and the Railroad must be notified immediately before continuing excavation in the area if unexpected obstructions are encountered. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. There will be no exceptions to these instructions.

**1.04.03** All excavations shall be conducted in compliance with applicable OSHA regulations, and regardless of depth, shall be shored where there is any danger to tracks, structures or personnel.

**1.04.04** Any excavations, holes or trenches on Railroad Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, all areas must be secured and left in a condition that will ensure that Railroad employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

## **1.05 Hazardous Waste, Substances and Material Reporting**

**1.05.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to the railroad's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor shall immediately: (a) notify the Railroad's Chief Dispatcher at 1(800) 338-4750, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

## **1.06 Insurance Requirements**

**1.06.01** For projects involving construction or demolition on the Railroad's Right of Way, the Contractor will provide proof of insurance which conforms to the current requirements of the Railroad as shown in the Construction and Maintenance Agreement. Contractor should assume Railroad Protective Insurance is required.

## **1.07 Personal Injury Reporting**

**1.07.01** The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invites while on the Railroad's Property must be reported immediately (by phone mail if unable to contact in person) to the Railroad's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railroad at 1(406) 523-1529 and to the Railroad's representative no later than the close of shift on the date of the injury.

**NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION**

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St \_\_\_\_\_ 2. Date: \_\_\_\_\_ Time: \_\_\_\_\_  
County: \_\_\_\_\_ 3. Temperature: \_\_\_\_\_ 4. Weather \_\_\_\_\_
5. Social Security # \_\_\_\_\_
6. Name (last, first, mi) \_\_\_\_\_
7. Address: Street: \_\_\_\_\_ City: \_\_\_\_\_ St. \_\_\_\_\_ Zip: \_\_\_\_\_
8. Date of Birth: \_\_\_\_\_ and/or Age \_\_\_\_\_ Gender: \_\_\_\_\_  
(if available)
9. (a) Injury: \_\_\_\_\_ (b) Body Part: \_\_\_\_\_  
[i.e. (a) Laceration (b) Hand]
11. Description of Accident (to include location, action, result, etc.): \_\_\_\_\_
12. Treatment:  
G First Aid Only  
G Required Medical Treatment  
G Other Medical Treatment
13. Dr. Name \_\_\_\_\_ 30. Date: \_\_\_\_\_
14. Dr. Address:  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_
15. Hospital Name: \_\_\_\_\_
16. Hospital Address:  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_
17. Diagnosis: \_\_\_\_\_

**FAX TO  
RAILROAD AT (406) 523-1529  
AND COPY TO  
RAILROAD REPRESENTATIVE**