

EXHIBIT "A-1"
CONTRACTOR REQUIREMENTS

1.01 General

1.01.01 The Contractor shall cooperate with THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, hereinafter referred to as "Railway", where work is over or under, on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____

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

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

1.01.04 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 Railway harmless from all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

1.01.05 The Contractor shall notify the (Agency) _____ at _____ and Railway's Manager Public Projects, Spencer Arult, telephone number () at least thirty (30) working days before commencing any work on Railway Property. Contractors notification to Railway, shall refer to Railway's file. 612-782-3478

1.01.06 For any 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 the Railway five sets of working drawings showing details of construction affecting Railway 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 drawings and calculations shall be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor shall not begin work until notified by the Railway that plans have been approved. The Contractor shall be required to use lifting devices, such as cranes and/or winches, to place or to remove any false work over Railway's tracks. In no case shall the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

1.01.07 Subject to the movement of Railway's trains, Railway 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 or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Agreement

1.02.01 No employee of the Contractor, its subcontractors, agents or invitees shall enter Railway Property without first having attended a BNSF Contractor Safety Orientation session. The Contractor shall ensure that at a minimum its on-site Project Supervisor(s) have attended a Safety Orientation conducted by the Railway, or its representative, and that each of its employees, subcontractors, agents or invitees have received the same Safety Orientation through sessions conducted by or through the Contractor before any work is performed on the Project. The Contractor shall give Railway a minimum of thirty (30) days advance notice for scheduling the Safety Orientation.

1.03 Railway Requirements

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

1.03.02 The Contractor shall notify the Railway's Division Superintendent Jim Dressler at (320)231-5516 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

1.03.03 The Contractor shall abide by the following clearances during construction:

25'-0"	Horizontally from center line of nearest track.
22'-6"	Vertically above top of rail (Temporary False work Clearance may be reduced to 21'-6" Subject to Railway and Public Utilities Commission approval)
27'-0"	Vertically above top of rail for electric wires carrying less than 750 volts
28'-0"	Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
30'-0"	Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
34'-0"	Vertically above top of rail for electric wires carrying more than 20,000 volts

1.03.04 Any infringement within State statutory clearances due to the Contractor's operations shall be submitted to the Railway and to the (Agency _____) and shall not be undertaken until approved in writing by the Railway, and until the (Agency _____) has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

1.03.05 In the case of impaired vertical clearance above top of rail, Railway shall have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices shall be borne by the Agency.

1.03.06 The details of construction affecting the Railway's Property and tracks not included in the contract plans shall be submitted to the Railway by (Agency) for approval before work is undertaken and this work shall not be undertaken until approved by the Railway.

1.03.07 At other than public road crossings, the Contractor shall not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor shall obtain a "Temporary Private Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railway's tracks. The temporary crossing shall be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor shall be at the expense of the Contractor.

1.03.08 Discharge, release or spill on the Railway Property of any hazardous substances in excess of a reportable quantity or any hazardous waste is prohibited and Contractor shall immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills. Contractor shall not allow Railway Property to become a treatment or storage facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

1.03.09 The Contractor, upon completion of the work covered by this contract, shall promptly remove from the Railway'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 Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Safety Action Plan

1.04.01 Each Contractor shall develop and implement a Safety Action Plan which shall be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor shall audit its compliance with the Safety Action Plan. The Contractor shall designate an on-site Project Supervisor who shall serve as the contact person for the Railway and who shall maintain a copy of the Safety Action Plan and subsequent audits at the job site for inspection and review by the Railway at any time during the course of the project. The Safety Action Plan shall contain, but not be limited to, the following;

Contractor's Employee Safety

Safety Orientation (Sec 1.02.01)

Job Briefings (Sec 1.06.01 & 1.06.02)

Personal Protective Equipment (Sec 1.06.08)

Protection of Railway Facilities and Railway Flagger Services (Sec 1.03.05 & 1.05)

Protection of Contract Employees Working Nearer Than 25 Feet from any Track
sec 1.06.03)

Work After Hours (Sec 1.06.04)

- Contractor Employee Training
- Personal Injury Reporting (Sec 1.09)
- Accident Investigation and Analysis
- High Risk Work Areas/Situations
 - Notification of Damage to Railway Property or Hazards That Could Affect the Safe Operation of Trains (Sec 1.06.06)
 - False work/Shoring Affecting the Integrity of Tracks (Sec 1.01.06)
 - Clearances Affecting the Integrity of Train Operations (Sec 1.03.03)
 - Moving Equipment and Materials across Railway's Tracks (Sec 1.03.07 & 1.05.02e)
 - Security of Machines, Equipment and Vehicles (Sec 1.06.10)
 - Powerline Safety (Sec 1.06.12)
 - Excavation Safety (Sec 1.07)
- High Risk Employees
 - Alcohol and Drug Use (Sec 1.06.05)
 - Firearms or Deadly Weapons (Sec 1.06.07)
- Property Damage, Housekeeping and Clean-up (Sec 1.03.01 & 1.03.09)
 - Storage of Materials (Sec 1.06.09)
 - Facility Auditing
- Compliance with Laws (Sec 1.01.04)
- Hazardous Substances and Materials
 - Discharges, Releases and Spills (Sec 1.03.08)
 - Hazardous Materials Encountered in Excavations (Sec 1.08)

1.05 Protection of Railway Facilities and Railway Flagger Services:

1.05.01 The Contractor shall give a minimum of 10 working days notice to Tom Neeser the Railways Roadmaster at (605) 373-4310, in advance of when flagging services will be required.

1.05.02 Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

1.05.02a When in the opinion of the Railway's representative, it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.

1.05.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

1.05.02c When work in any way interferes with the safe operation of trains at timetable speeds.

1.05.02d When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

1.05.02e Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

1.05.03 Flagging services will be performed by qualified Railway flaggers. The base cost per hour for (1) flagger is \$ 25 plus 18.18 % for year of 1999 for vacation allowance, paid holidays, Railway and Unemployment: Insurance, Public Liability and Property Damage Insurance, health and welfare benefits, transportation, meals, lodging and supervision, for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. These rates are subject to any increases which may result from Railway Employees-Railway Management negotiations or which may be authorized by Federal authorities.

1.05.03a A flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railway's representative.

1.05.03b Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

1.05.03c The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Agency.

1.05.03d The average train traffic per 24-hour period on this route is ___ freight trains at a timetable speed of ___ MPH and ___ passenger trains at a timetable speed of ___ MPH and ___ switch engine movements.

1.06 Contractor General Safety Requirements

1.06.01 Work in the proximity of Railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by Contractors within 25 feet of center line of any track shall be in compliance with FRA Roadway Worker Protection Regulations.

1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing shall be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of center line of any track, the job briefing must include the Railway's flagger and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

1.06.03 Workers shall not work nearer than 25 feet to the center line of any track without proper flag/work protection provided by the Railway, unless the track is protected by track bulletin and work has been authorized by the Railway. If flag/work protection is provided, every Contractor employee must know: (1) who the Railway flagger is and how to contact the flagger, (2) limits of the flag/work protection, (3) the method of communication to stop and resume work, and (4) entry into flag/work limits when designated. Men or equipment entering flag/work limits that were not previously job briefed must notify the flagger immediately and be given a job briefing if working at less than 25 feet from center line of track.

1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees shall be present at all times.

1.06.05 Any Contractor employee, its subcontractors employee, agents or invitees under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

1.06.06 Any damage to Railway Property, or any hazard that is noticed on passing trains, shall be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with a track, signal equipment, or structure (bridge) could result in a train derailment and shall be reported by the quickest means possible to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and shall be posted at the job site.

1.06.07 All persons are prohibited from having pocket knives with blades in excess of three (3) inches, firearms or other deadly weapons in their possession while working on Railway Property.

1.06.08 All personnel protective equipment used on Railway Property shall meet applicable OSHA and ANSI specifications. Railway personnel protective equipment requirements are; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d) high visibility retro-reflective orange vests are required as specified by the Railway's representative in charge of the project. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

1.06.09 The Contractor shall not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway 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 Railway's representative.

1.06.10 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 Railway's Property must be left inoperable and secured against movement.

1.06.11 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.

1.06.12 All power line wires must be considered dangerous and of high voltage unless Contractor has been informed to the contrary by proper authority. For all power lines the

minimum clearance between the lines and any part of the equipment or load shall be; 200 KV or below - 15 feet, 200 to 350 KV - 20 feet, 350 to 500 KV - 25 feet, 500 to 750 KV - 35 feet, 750 to 1000 KV - 45 feet and if capacity of the line is not known, minimum clearance of 45 feet must be maintained. A person shall be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

1.07.01 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 Railway's Property could result in damage to buried cables resulting in delay to Railway 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 Railway'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.

1.07.02 The Contractor must cease all work and the Railway must be notified immediately before continuing excavation in the area if obstructions are encountered that do not appear on drawings. 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.

1.07.03 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.

1.07.04 Any excavations, holes or trenches on Railroad's 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 Railway 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.

1.08 Hazardous Waste, Substances and Material Reporting

1.08.01 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 Railway'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 Railway's Resource Operations Center at 1(800) 832-5452, 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.

1.09 Personal Injury Reporting

1.09.01 The Railway 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 invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway'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 Railway at 1(817) 352-7595 and to the Railway'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/State _____ 2. Date: _____ Time" _____
County: _____ 3. Temperature _____ 4. Weather _____
(if non-BNSF location)

5. Social Security: _____

6. Name (last, first, MI) _____

7. Address: Street: _____ City: _____, State: _____, 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:
First Aid Only
Required Medical Treatment
Other Medical Treatment

13 Dr. Name: _____

14. Dr. Address:
Street: _____ City: _____ State _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ State _____ Zip: _____

17. Diagnosis: _____

FAX TO

RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY REPRESENTATIVE