



October 31, 2018
Folder: 03125-90

KARL SMITH
CITY OF RAWLINS, A WYOMING MUNICIPAL CORPORATION
521 WEST CEDAR ST
RAWLINS WY 82301

Karl:

Enclosed is a duplicate of License covering Right of Entry located at Fort Steele, Carbon County, Wyoming. The terms of this document are final and non-negotiable. Do not make any alterations or changes to the document.

Please execute (*or arrange for execution*) in ink of the duplicate original counterparts of this document and have the signatures witnessed or attested, as indicated. Please **RETURN BOTH COPIES** of the document for execution on behalf of the Railroad Company. Your copy of the fully executed document will be returned to you, when approved by the Railroad Company. You are not authorized to enter the Railroad's property or begin any work until you have received your fully executed counterpart from the Railroad and have made all required contacts and notifications.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

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

- (1) Executed, unaltered duplicate original counterparts of Right of Entry Agreement [*including the Contractor's Endorsement(s)*];
- (2) All Insurance Certificates (*yours and all contractors'*), naming Union Pacific Railroad Company as additional insured;

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

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

Casey Moore
Analyst RE - Utilities - Real Estate

CONTRACTOR'S ENDORSEMENT

Folder No. 03125-90

A. As a condition to entering upon Licensor's right-of-way to perform work pursuant to this Agreement, Licensee's contractor:*(fill in)*: _____

(hereinafter "Contractor") agrees to comply with all the terms and provisions of this Agreement relating to the work to be performed and the insurance requirements set forth in Exhibit C.

B. Before the Contractor commences any work, the Contractor will pay the Licensor a nonrefundable payment of \$500 upon execution and return of this Contractor's Endorsement, and will provide the Licensor with a certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C in a policy which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the Licensee.

Union Pacific should be listed as certificate holder and all insurance correspondence shall be directed to: Casey Moore - Folder No. 03125-90, Union Pacific Railroad Company, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

(Please print Contractor's Name above)

X _____
Title: _____
Phone: _____
E-Mail: _____

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of October 31, 2018, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **CITY OF RAWLINS, A WYOMING MUNICIPAL CORPORATION**, to be addressed at 521 West Cedar St Rawlins, Wyoming 82301 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

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

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property in the vicinity of Mile Post 667.5, Laramie Subdivision, at or near Fort Steele, Wyoming, for the purpose of assessing existing buildings for hazardous materials. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked **Exhibit A, Exhibit A-1** and **Exhibit A-2**, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article IV.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

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

**Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE;
RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Track Maintenance of the Railroad or his authorized representative (hereinafter the Railroad Representative):

Railpros Flagging
up.info@railpros.com
877-315-0513 x 116

William Hagood
Asst. Mgr. Signal Mntce.
wdhagood@up.com
307-328-3277 or 307-321-2603

Article 5. TERM; TERMINATION.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue year after year unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article 6. CERTIFICATE OF INSURANCE.

A. Before commencing any work, the Licensee will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and all insurance correspondence shall be directed to: Union Pacific Railroad Company, Director (Attn.: Casey Moore - Folder No.03125-90), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, the Licensee shall telephone the Railroad at **1-800-336-9193** (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and Wyoming only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article 9. CONFIDENTIALITY.

A. The Parties acknowledge that any data, samples, test results, laboratory analyses, or other information obtained or derived from any environmental investigation or other related work performed on Railroad's Property, and all documents, reports or other information that are developed which pertain to environmental conditions on Railroad's Property (hereinafter "the Environmental Report") are confidential in nature. The Parties agree that all such information, including the Environmental Report, shall be distributed only to those officers, directors and employees of Railroad and Licensee who are authorized by the Railroad to receive such information.

B. Government agencies that are authorized by law to obtain the Environmental Report, including any data, samples, laboratory analyses, and/or other information relied upon to develop the Environmental Report, are authorized by the Railroad to receive the Environmental Report when requested pursuant to legally applicable federal, state or local mandate. Licensee agrees that the Railroad shall be notified of any request by a federal, state or local government agency for copies of the Environmental Report and/or related information.

C. The Licensee agrees to take all reasonable measures to assure continuous confidentiality and protection of the Environmental Report, including keeping copies to a minimum and maintaining a log that identifies each and every individual that has had access to the Environmental Report or has otherwise taken possession of the Environmental Report.

D. Adequate instructions shall be issued by the Licensee to all affected officers, directors, employees and consultants of the Licensee as necessary to satisfy the confidentiality provisions of this Agreement.

E. The Licensee's contractors, subcontractors, consultants, lenders, counsel and advisors, including legal counsel, that are hired to assist, conduct, prepare and/or review the Environmental Report, shall not be provided a copy of the Environmental Report and/or related information until they agree in writing to adhere to all the provisions of this Agreement.

F. Licensee agrees that the Environmental Report, and all associated data, samples, analyses, and other information, are and shall remain the personal property of the Railroad. Upon completion of its work, Licensee agrees to turn the Environmental Report and all associated data and other information, including all copies thereof, over to the Railroad.

G. In addition to any other remedy at law, the Parties agree that either Party shall have the right to enjoin the other Party, including the other Party's contractors, subcontractors, consultants, lenders, counsel, and/or advisors, in any court of competent jurisdiction for breach of the confidentiality provisions of this Agreement.

H. All the terms contained in this Agreement shall survive completion of any work authorized by this Agreement, as well as any related discussions and/or negotiations. The Licensee and Railroad agree to be bound by the confidentiality provisions of this Agreement in perpetuity.

Article 10. SPECIAL PROVISION – RAILROAD FLAGMAN; WHEN REQUIRED; FLAGGING CHARGES.

A. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within 25 feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch

for trains, pursuant to the terms of the attached Exhibit 'B'. All expenses connected with the furnishing of said flagman shall be at the sole cost and expense of the Licensee, who shall promptly pay to Railroad all charges connected therewith, within 30 days after presentation of a bill therefore.

B. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays.

C. Wage rates are subject to change, at any time, by law or by agreement between the Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Licensee shall pay on the basis of the new rates and charges.

D. Reimbursement to the Railroad will be required covering the full eight hour day during which any flagman is furnished, unless he can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other work. Reimbursement will also be required for any day not actually worked by said flagman following his assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad Company by assignment of such flagman to other work, even though the Licensee may not be working during such time.

E. Arrangements for flagging are to be made at least Thirty (30) days in advance of commencing work, with the Railroad Manager of Track Maintenance

Article 11. LICENSEE SHALL FURNISH INFORMATION TO THE RAILROAD.

Prior to entering Railroad's property, the Licensee shall also furnish to Railroad a copy of all correspondence (which shall remain a continuing obligation that includes all past and any future correspondence) with any regulatory agencies, or others, that may be involved in this project; a copy of a work plan and a location plan. Prior to the conclusion of this Agreement, the Licensee shall also furnish to the Railroad a copy of all boring logs, and all analytical results obtained hereunder; and advise the Railroad of any and all clean-up activities undertaken with respect to this project and the results and conclusion of same. All required information shall be directed to Union Pacific Railroad Company, c/o Mr. Joel Strafelda, 1400 Douglas Street, STOP 1030, Omaha, NE 68179-1030.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #94-6001323

By: _____

CITY OF RAWLINS, A WYOMING MUNICIPAL CORPORATION

By: 
Title: Acting City Manager
Finance Director

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)



Contact in advance to determine
existence of Fiber Optic Cable
1(800) 336-9193

Exhibit "A"
UNION PACIFIC RAILROAD COMPANY
SUBDIVISION: Laramie
LICENSEE: City of Rawlins, a Wyoming Municipal Corporation
RAILROAD MILE POST: 667.5
Fort Steele, Carbon County, Wyoming
Folder No. 3125-90

DATE: Oct 15, 2018 - 4:58pm D:\01\PROJECTS\17054\17054.dwg

DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY:	DATE:
8/20/18	BIO SET	CM	KSS	KSS	CM	8/20/2018
					JOB NO.: 17054.01	SCALE: AS SHOWN
					FIELD BOOK NO.:	



211 N. FIRST ST.
P.O. BOX 370
SARATOGA WY 82331
(307) 328-6301

CLIENT:

CITY OF RAWLINS

PROJECT:	UPRR LEASE REVIEW
TITLE:	OVERVIEW

SHEET
1
OF 3

UPRR LEASE REVIEW

Contact in advance to determine
existence of Fiber Optic Cable
1(800) 336-9193

Exhibit "A-2"
UNION PACIFIC RAILROAD COMPANY
SUBDIVISION: Laramie
LICENSEE: City of Rawlins, a Wyoming Municipal Corporation
RAILROAD MILE POST: 667.5
Fort Steele, Carbon County, Wyoming
Folder No. 3125-90



200' FROM TRACKS

FORT STEELE HISTORIC
SITE MANAGED BY
WYOMING STATE PARKS

WELL

CONCRETE SLAB

FORT STEELE PUMP
STATION

300 SQUARE FOOT TWO
STORY BRICK AND TIMBER
STRUCTURE

TYPICAL ACCESS THROUGH
FORT STEEL HISTORICAL SITE

DATE: Oct 15, 2018 4:08pm - CAD OPERATOR: KAT
DRAWING FILENAME: P:\2018\17054-01\FortSteele\17054-01.dwg

DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY:	DATE:
8/20/18	810 SKT	CM	KSS	KSS	CM	8/20/2018
					JOB NO: 17054.01	SCALE: AS SHOWN
					FIELD BOOK NO.:	

ENGINEERING ASSOCIATES
A WYOMING CORPORATION

211 N. FIRST ST.
P.O. BOX 370
SARATOGA, WY 82331
(307) 326-8301

CLIENT:

CITY OF RAWLINS

PROJECT:	UPRR LEASE REVIEW	SHEET	3
TITLE:	FORT STEELE PUMP STATION	OF	3

UPRR LEASE REVIEW

EXHIBIT B

Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

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

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

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

all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

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

Section 8 - SAFETY INSTRUCTIONS.

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

a. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

b. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - INDEMNITY.

a. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

b. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

c. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

Section 11 - WAIVER OF BREACH.

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

Section 12 - ASSIGNMENT – SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

EXHIBIT C

Union Pacific Railroad Contract Insurance Requirements Right of Entry Agreement

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

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

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

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

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$2,000,000 for each accident.

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

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

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

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

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

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

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26, (or substitute form(s) providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

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

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

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

CONTRACTOR'S ENDORSEMENT

Folder No. 03125-90

A. As a condition to entering upon Licensor's right-of-way to perform work pursuant to this Agreement, Licensee's contractor: (fill in): TRC c/o ALLEN ANDERSEN
(303) 263-0072

(hereinafter "Contractor") agrees to comply with all the terms and provisions of this Agreement relating to the work to be performed and the insurance requirements set forth in Exhibit C.

B. Before the Contractor commences any work, the Contractor will pay the Licensor a nonrefundable payment of \$500 upon execution and return of this Contractor's Endorsement, and will provide the Licensor with a certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C in a policy which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the Licensee.

Union Pacific should be listed as certificate holder and all insurance correspondence shall be directed to: Casey Moore - Folder No. 03125-90, Union Pacific Railroad Company, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

ALLEN ANDERSEN

(Please print Contractor's Name above)

X

Title: PROJECT MANAGER
Phone: 303 720 4935
E-Mail: AANDERSEN@TRCSOLUTIONS.COM



1526 Cole Boulevard
Building 3, Suite 150
Lakewood, CO 80401

303.792.5555 PHONE
303.792.0122 FAX

www.trcsolutions.com

December 10, 2018

Mr. Karl Smith
Rawlins' City Engineer
Engineer Associates
521 W. Cedar Street
Rawlins, WY 82301

Submitted via email to: karl.smith@eaengineers.com

**RE: Proposal for Hazardous Building Materials Survey
Fort Steel
Rawlins, WY**

Dear Mr. Smith,

At the request of Engineering Associates (Client), TRC Environmental Corporation (TRC) is pleased to present the following proposal for a Hazardous Building Materials Survey for the above referenced property (Site). This document will serve as our agreement to work together.

SCOPE OF WORK

TRC's proposed scope of work is detailed in this section. Upon receipt of notice to proceed, TRC will coordinate with Client regarding the project schedule, Site access and deliverables.

TRC will perform the tasks described below on behalf of Client. This investigation is to be conducted for due diligence purposes and not for regulatory compliance or submission. The estimated costs for each task are budgetary amounts based on anticipated conditions and our experience performing similar tasks under similar conditions.

TASK 1: HAZARDOUS BUILDING MATERIALS SURVEY

An industrial hygienist, or similarly qualified individual, will be utilized to perform a hazardous building materials survey of the Site. It is assumed that the Site visit for this portion of the work will take up to one day on-site.

Asbestos

The primary focus of this scope of work is to perform asbestos sampling activities primarily associated with the planned demolition of the buildings. TRC will review available documentation from previous sampling events and collect additional samples as needed to determine the presence, quantity and/or location of asbestos-containing materials (ACMs) within the Site buildings.

The ACM survey will be conducted in general accordance with the Occupational Safety and Health Administration (OSHA) regulations, 29 CFR 1926.1101; National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, asbestos compliance issues for demolition and renovation; 40 CFR Part 763 Asbestos Hazard Emergency Response Act (AHERA); and state regulations. The ACM survey will

Atomic Absorption (FAA). The samples will be analyzed on a laboratory TAT of seven (7) to 10 business days.

- Inspection of the Site buildings to identify suspect PCB containing equipment (light ballasts, transformers, hydraulic systems, etc.), suspect mercury containing equipment (fluorescent lamps, thermostats, switches, etc.), suspect CFC containing equipment (AC units, refrigerators, etc.) and suspect tritium containing exit signs. These materials will be quantified. Sampling of these materials is specifically excluded from the scope of work.
- Preparation of a report summarizing the hazardous material identified, testing methodologies, analytical results and findings containing the following information:
 - Laboratory COC and analytical reports;
 - Summary of hazardous materials findings in table form, photographs of materials identified (as necessary for identification purposes), and site drawings (if warranted); and
 - Applicable conclusions and recommendations.
- The pre-demolition hazardous building materials survey will be performed by person properly trained in the identification above the above referenced materials.

REPORTS

TRC will prepare a Hazardous Building Materials Survey Report presenting the results of our study. The Hazardous Building Materials Survey report will include a list of hazardous building materials identified at the Site, laboratory analytical reports, and drawings.

SCHEDULE

TRC is prepared to begin work upon receiving your written approval of this agreement. We anticipate that approximately five weeks will be required to issue our reports.

FEES AND TERMS

TRC will perform the environmental services for the fixed fees presented in Table 1 below, in accordance with the attached terms and conditions.

Hazardous Building Materials Survey	\$6,500
ACM Survey and Sampling	
TCLP for Characterization of Waste Stream	
PCB Ballasts, Mercury Lamps, etc.	
TOTAL	\$6,500

Payment for work shall be due and payable upon receipt of TRC's statement. To be recognized, any dispute over charges must be claimed in writing within 30 days of the billing date. Disputes or questions about a statement shall not be cause for withholding payment for remaining portions due.

Although attempts will be made to keep sampling discrete and damage minimal, minor damages to building materials and finishes may occur. Suspect exterior materials, including roofing, will be tested and the building envelope may be compromised by sampling activities. TRC will attempt to patch roofing materials sampled (if any) with a standard roofing cement patch material (e.g. Henry's 208 or equivalent). However, TRC will not accept responsibility for damages, whether in the present or that which may occur later, stemming from our work proposed herein. As such, TRC recommends Client inspect the building structures following our screening and make necessary repairs as needed, especially to the building envelope.



TRC

GENERAL TERMS AND CONDITIONS FOR SERVICES

This AGREEMENT is by and between TRC, a Connecticut Corporation (CONSULTANT), and Engineering Associates (CLIENT). CLIENT retains CONSULTANT to perform certain professional services, in return or consideration to be paid by CLIENT under terms and conditions set forth below.

Unless otherwise stated, CONSULTANT's Proposal expires sixty (60) days from its date and may be modified or withdrawn by CONSULTANT prior to receipt of CLIENT's acceptance. The offer and acceptance of any services or goods covered by the Proposal is conditioned upon the terms and conditions contained herein. Any additional or different terms and conditions proposed by CLIENT are objected to and will not be binding upon CONSULTANT unless specifically assented to in writing by CONSULTANT's authorized representative.

ARTICLE 1. SCOPE OF WORK

CONSULTANT will provide engineering, consultation and other services as provided in the above-referenced Proposal. The Scope of Work and the time schedules set forth in the Proposal are based on information provided by the CLIENT. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by CLIENT, or if CLIENT directs CONSULTANT to change the original Scope of Work established by the Proposal, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by CLIENT and CONSULTANT.

ARTICLE 2. COMPENSATION

2.1 Time and materials – CONSULTANT, if billing for its services on a time and materials basis, will use the Schedule of Rates and Terms (if attached) or embodied in the referenced Proposal. Use of CONSULTANT-owned equipment and protective clothing and safety equipment will be billed in accordance with our standard fee schedule. If requested, we will provide an estimate of the fees for a particular task, and we will not exceed that estimate without prior CLIENT approval. CONSULTANT will notify CLIENT of any revisions to the rate schedule and effective date thereof which shall not be less than thirty (30) days after such notice.

Fixed Fee/Lump Sum – CONSULTANT, will undertake an assignment on a fixed fee basis if the requirements can be clearly defined in which case the fixed fee will be specified in the Proposal.

2.2 Unless otherwise stated in the Proposal, CONSULTANT will submit monthly invoices for Services rendered, and CLIENT will make payment within thirty (30) days of receipt of CONSULTANT'S correct and properly approved invoices. If CLIENT objects to all or any portion of an invoice, it will notify CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

2.3 If CLIENT fails to make any payment due CONSULTANT within thirty (30) days after receipt of a correct and properly approved invoice, then the amount due CONSULTANT will increase at the rate of 1.5 percent per month after the 30th day. In addition, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend its services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that CONSULTANT must resort to legal action to enforce collection of payments due, CLIENT agrees to pay reasonable attorney fees and any other reasonable costs resulting from such action.

ARTICLE 3. CLIENT'S RESPONSIBILITIES

3.1 CLIENT will designate in writing the person or persons with authority to act in CLIENT's behalf on all matters concerning the work to be performed for CLIENT.

CONSULTANT will procure and maintain insurance as required by law. At a minimum, CONSULTANT will have the coverage as shown in Exhibit A "Insurance Requirements":

ARTICLE 8. INDEMNITY

TRC shall indemnify and hold harmless Client against claims, demands, and lawsuits, to the extent arising out of or caused by TRC's breach of this agreement or the negligence or willful misconduct of TRC or any of its employees or third party consultants or subcontractors, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless TRC from and against claims, demands, and lawsuits, to the extent arising out of or caused by Client's breach of this Agreement or the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to TRC shall also be granted to those subcontractors retained by TRC for the performance of the Services.

ARTICLE 9. ALLOCATION OF RISK

- (a) CONSULTANT shall be liable to CLIENT only for direct damages to the extent caused by CONSULTANT'S negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. CONSULTANT has neither created nor contributed to the creation or existence of any actual or potentially hazardous, radioactive, toxic or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site. Accordingly, to the fullest extent permitted by law, the total liability in the aggregate of CONSULTANT and its employees, subcontractors or suppliers to CLIENT and anyone claiming by, through or under CLIENT on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to CONSULTANT's services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed CONSULTANT insurance limits pursuant to this Agreement. All such liability shall terminate pursuant to this Agreement.
- (b) If CONSULTANT furnishes CLIENT with advice or assistance concerning any products, systems or services which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject CONSULTANT to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

ARTICLE 10. SAMPLE MANAGEMENT

Ownership of all samples obtained by CONSULTANT from the project site is maintained by CLIENT. CONSULTANT will store such samples in a professional manner for the period of time necessary to complete the project. Upon completion of the project, CONSULTANT will return any unused samples or portions thereof to CLIENT or, at CONSULTANT's option using a manifest signed by CLIENT as generator, dispose of the samples in a lawful manner and bill CLIENT for all costs related thereto. CONSULTANT will normally store samples for thirty (30) days.

ARTICLE 11. DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that CONSULTANT is not, and has no responsibility as, a generator, operator, owner, treater, or storer of pre-existing substances or wastes found or identified at work sites including drilling and cutting fluids and other samples. CONSULTANT shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that CONSULTANT has or had title to such materials. CLIENT will indemnify and hold harmless CONSULTANT from and against all losses,

such other address as such party may designate.

ARTICLE 18. TERMINATION

The performance of work may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days' prior written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by CLIENT (or by CONSULTANT as provided under Article 15 above) prior to the completion of services contemplated hereunder, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) if applicable and reasonable, demobilization costs; (iii) costs incurred with respect to noncancellable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 19. SEVERABILITY

If any term, covenant, condition or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 20. WAIVER

Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 21. GOVERNING LAW

These Terms and Conditions will be governed by and construed and interpreted in accordance with the laws of the state in which the work is being performed.

ARTICLE 22. CAPTIONS

The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 23. ENTIRE AGREEMENT

These Terms and Conditions including the Proposal represent the entire understanding and agreement between the parties and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

TRC ENVIRONMENTAL CORPORATION

By 
Name: Fritz Leonard
Title: Senior Project Manager
Date: 2/12/19

CLIENT

By 
Name: SCOTT HANNUM
Title: CITY MANAGER
Date: 12/20/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com													
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INSURED TRC Environmental Corporation, TRC Companies, Inc. 7878 North 16th Street, Suite 200 Phoenix, AZ 85020														

COVERAGES **CERTIFICATE NUMBER: 18-19** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		5341999	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4773667 (AOS) 4773668 (MA)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	022298274 (AOS) 022298275 (CA) 022298276 (ME)	04/01/2018 04/01/2018 04/01/2018	04/01/2019 04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof. Liab. Incl. Poll. Liab.		PEC019684302	04/01/2018	04/01/2019	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Rawlins Engineer Associates 521 West Cedar Street Rawlins, WY 82301-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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 TRC Environmental Corporation, TRC Companies, Inc.
 7878 North 16th Street, Suite 200
 Phoenix, AZ 85020

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D	Prof. Liab. incl. Poll. Liab.		PEC019684302	04/01/2018	04/01/2019	Per Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Folder #03125-90. Union Pacific Railroad Company is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER Union Pacific Railroad Company 1400 Douglas Street Stop 1690 Omaha, NE 68179-1690	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.