

Exhibit A

CONTRACT INSURANCE REQUIREMENTS First Party Contractors

UPDS Drayage

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

A. Commercial General Liability Insurance. Commercial general liability (CGL) shall contain a single limit of at least \$1,000,000 each occurrence or claim and an aggregate limit of not less than \$2,000,000. 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. Commercial Automobile Coverage Insurance. Truckers Liability Coverage with a combined single limit of not less than \$1,000,000 each accident. Coverage must be written on ISO form CA 00 12 03 06 (or a substitute form providing equivalent liability coverage), and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

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

- ◆ Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.
- ◆ Intermodal Interchange covering physical damage to non-owned trailers/containers with limits of at least \$25,000 per trailer/container.

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

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

If CONTRACTOR is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall 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.

The policy must contain the following endorsement, which must be stated on the certificate of insurance: Alternate Employer Endorsement ISO form WC 00 03 01A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer.

D. Umbrella or Excess Policies. In the event CONTRACTOR utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.

E. Motor Truck Cargo. Motor Truck Cargo Legal Liability coverage must be written on AAIS Form IM 7450 04 04 (or a substitute form providing equivalent liability coverage). Limits of insurance must be equal to the greater of the replacement cost of the freight being transported or \$250,000 for any one occurrence in addition to cargo insurance required by applicable State or Federal laws. Freight insurance shall be in the form required by 49 C.F.R. 1043.2(b), and shall have no exclusions or restrictions that would not be accepted by the FMCSA for filing

under statutory requirements. Certain high value accounts may require a higher level of insurance. To meet the added valuation of specific shipments the amount of freight insurance required may be increased by written notification to CONTRACTOR from UPDS.

Other Requirements:

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

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

H. CONTRACTOR waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by CONTRACTOR required by the UPDS Master Agreement for Motor Carrier Services ("Agreement"), where permitted by law. This waiver must be stated on the certificate of insurance.

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

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

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

L. Contractor warrants, for any shipments that it transports into or out of Mexico or Canada, that it will be solely responsible for maintaining insurance or financial responsibility to meet the laws or regulations of the respective country.